



## **Amenended Finance Committee Agenda**

June 13, 2016

8:00 AM

Board Conference Room, 1<sup>st</sup> Floor, City Hall

### **1. Call to Order**

### **2. Financial Updates**

### **3. Unfinished Business (postponed from prior meetings)**

- A. 2015 audit update (Administration) (*postponed from the May 9 meeting*)

### **4. Action Items**

- A. Approve the minutes from the May 9, 2016, meeting
- B. Approve a Professional Services Agreement with Charlesworth Benefits, L.C. to conduct a Request for Information process for brokerage services (Administration)
- C. Approve the renewal of Property & Liability and Worker's Compensation & Employer's Liability coverage with Midwest Public Risk (MPR) for July 1, 2016 through June 30, 2017 (Administration)
- D. Approve Work Authorization No. 59 with North Hills Engineering for the design of the Main Street sanitary sewer improvements (Public Works)
- E. Approve an as-built change order with Midwest Storm Restoration for the train depot roof project (Public Works)
- F. Approve the purchase of a new 5085E John Deere Utility Tractor and Land Pride DB2660 Ditch Bank Mower from Heritage Tractor, Inc. for the Operations Division (Public Works)
- G. Approve the purchase of a new John Deere MX-8 Pull Type Mower Attachment from Heritage Tractor for the Operations Division (Public Works)
- H. Approve a purchase order with FTC Equipment LLC for the new pump and adapter at the South National Pump Station (Public Works)

### **5. Non-Action Items**

- A. 2016 Parkville in Art purchase award (Administration)
- B. Budget amendment process (Administration)

### **6. Other Business**

### **7. Adjourn**

**CITY OF PARKVILLE**

## Memorandum

Date: Thursday, June 9, 2016

To: Mayor and Board of Aldermen

From: Lauren Palmer, City Administrator

Cc: Steve Berg, Treasurer  
Matthew Chapman, Finance & Human Resources Director

**RE: 2015 Audit Status Update**

The audit report and all associated documents are essentially complete. The outstanding issue regarding valuation of infrastructure assets that was discussed at the Finance Committee meeting on May 9, 2016, was addressed to the satisfaction of both staff and the auditors. Staff and the auditors met on Monday with Finance Chair Sportsman and Alderman Lock to respond to questions raised by Alderman Lock about the draft report. That meeting was productive, and all of the questions and responses will be provided to the Finance Committee with the final report.

This week the auditors raised a new question related to the impact of the sheriff's sale for the property held by 45 Park Place, LLC. This transaction is reported in the financial statements as a subsequent event that occurred after December 31, 2015. The impact is a reduction in the long-term receivables recorded for the Neighborhood Improvement District (NID) assessments. Since the assessments on that property were cleared as part of the foreclosure and sheriff's sale, they are no longer receivables to the City. However, the city will soon acquire an asset in the land that will be presumably developed and/or sold. The City has an appraisal for this property dated April 2014. The auditors stated that they are unable to audit the appraisal report because (1) it is two years old, and (2) it is unclear if the NID assessments factored into the conclusion on valuation. The auditor will not issue a final opinion without additional information to support the value of the asset in reporting the subsequent event.

I made the decision to postpone Finance Committee action on the audit pending the resolution of this issue. I am not comfortable recommending that the Finance Committee review and take action on an audit report without a final opinion from the auditor. Staff requested that the appraiser review the appraisal report and confirm if the 2014 valuation is still valid. If not, the auditors will likely require the city to obtain a new appraisal before finalizing the audit report. I will keep you informed as this matter develops. I am optimistic that we can get additional information from the appraiser next week and reschedule this item for action by the Finance Committee on June 27, 2016.



**Finance Committee Meeting**  
**May 9, 2016 – 8:00 a.m.**  
Executive Chambers – Board Room

**Minutes**

**1. CALL TO ORDER**

Chair Sportsman called the meeting to order at 8:00 a.m. A quorum was present.

- **Members Present:** Chair Marc Sportsman, Nan Johnston, Diane Driver, Dave Rittman and Robert Lock
- **Other Aldermen Present:** Greg Plumb and Tina Welch
- **City Staff Present:** City Administrator Lauren Palmer, Public Works Director Alysen Abel, Community Development Director Stephen Lachky, Police Chief Kevin Chrisman, Finance/Human Resources Director Matthew Chapman, Assistant to the City Administrator Tim Blakeslee, City Treasurer Steve Berg and City Clerk Melissa McChesney
- **Others Present:** Jay Norco, North Hills Engineering; and Michael Keenan, Cochran Head Vick & Co., Inc.

**2. FINANCIAL UPDATES**

**3. ACTION ITEMS**

**A. Approve the minutes from the April 25, 2016 meeting**

**Diane Driver moved to approve the April 25, 2016 minutes. Robert Lock seconded; motion passed 5-0.**

**B. Review and comment on the audit for fiscal year 2015, as prepared by Cochran, Head, Vick & Co., P.C.**

Finance/Human Resources Director Matthew Chapman stated that a contract was authorized by the Board of Aldermen for the 2015 audit. He reported that the audit only needed minor edits before it was completed. He introduced Michael Keenan of Cochran Head Vick & Co., Inc.

Mr. Keenan provided highlights of the draft audit, noting that management responded to each comment in the management letter. He thanked staff for their assistance with the audit. Keenan recommended that budget amendments be adopted when expenditures exceed budget at the fund level. The Finance Committee discussed how to process budget amendments. Some municipalities waited until the end of the budget year to make all the adjustments when working on the next year's budget and others amended the budget throughout the year. The Committee also discussed long-term debt, excess funds in past budget years, budgeting for full employment and the Emergency Reserve policy.

City Treasurer Steve Berg commented on the audit, noting that many of the problems were known ahead of time and staff asked the auditors for guidance on how to solve them. Items included recording additional debt with the neighborhood improvement districts, improvements on how to handle the streets infrastructure, and the Municipal Court finance issues. Chapman responded that some of the issues did not come up in prior audits and staff did not realize there was an unexplained balance in the Court fund but needed to find out why.

City Administrator Lauren Palmer said that if the Committee wanted to view the final version there was not a rush to get the audit completed. She added that staff anticipated an adjustment due to infrastructure which was reflected in the presented numbers and related to capital assets and special assessments. She did not anticipate any other adjustments and staff was working to figure out the valuation of the infrastructure and assets that could be included in the capital asset inventory.

Dave Rittman left the meeting at 8:30 a.m.

**Driver moved to postpone the recommendation to the Board of Aldermen until the final draft is complete and presented to the Finance Committee. Lock seconded; motion passed 4-0.**

**C. Approve the purchase of two new DMV-800 in-car video systems for two existing patrol vehicles from Digital Ally Inc., to be installed by KC Wireless**

Police Chief Kevin Chrisman stated that the Police Department used the 500-series in-car video system for the past nine years. In early 2015, Captain Jon Jordan completed an audit of the in-car video system and discovered problems with the parts. Chrisman explained that upgraded technology would benefit the City and the current system could be exchanged for a \$500 trade-in value. Staff looked at other systems, but the systems were too expensive to change the servers and the software. Chrisman added that a key component of the new system was that the video would be downloaded via Wi-Fi instead of manually which would free up staff time for other responsibilities. Staff planned to have all the police cars outfitted with the video systems by the end of 2017. KC Wireless would install the systems. The sole source vendor was selected because of the five reasons explained in the policy report.

**Driver moved to approve the purchase and installation of two new DMV-800 in-car video systems from Digital Ally, Inc. with installation by KC Wireless for a total amount of \$7,410. Lock seconded; motion passed 4-0.**

**D. Approve a construction services agreement with Midwest Drain and Sewer LLC for the 2016 closed circuit television and cleaning program**

Public Works Director Alysén Abel stated that since 2007 the City has accumulated data from the video of the sanitary sewer lines. North Hills Engineering (NHE) reviewed the data and ratings and provided mapping updates. A bid opening was held on April 28 and four bids were received. The bid form requested unit prices for the closed circuit television (CCTV) and light cleaning, trimming sewer laterals, and heavy cleaning. Abel added that the City did not have prior experience with Midwest Drain and Sewer but the Platte County Regional Sewer District had used them in the past. A work authorization for the remaining balance of approximately \$47,000 would be completed by NHE. The unit prices would be locked in for any additional work.

City Engineer Jay Norco said that H&H Septic Service found old pipes and incomplete records and the project would be used to gather data to help complete the records.

Dave Rittman returned to the meeting at 9:00 a.m.

**Driver moved to recommend that the Board of Aldermen approve the construction services agreement with Midwest Drain and Sewer LLC for the 2016 CCTV and cleaning program in the amount of \$32,000, with the unit prices as provided in the bid documents. Lock seconded; motion passed 5-0.**

**4. NON-ACTION ITEMS**

**A. Quarterly Projects Update**

City Administrator Lauren Palmer provided an overview of capital improvement projects for the first quarter of 2016, noting that staff was working to wrap up projects from 2015. She added that the Main Street electrical panel project would be reassigned to Assistant to the City Administrator Tim Blakeslee. Public Works Director Alysén Abel said that a pre-construction meeting would be held later in the day to discuss the demolition of the home on Route 9.

**B. Street maintenance change orders**

Public Works Director Alysén Abel explained that the contractors were working on curb repairs in the Riss Lake subdivision and the plan was to start the Kelly Industrial Park once those repairs were completed. She added that staff received a change order for 50 feet of additional sidewalk

work on Twilight Place. The mill and overlay work would start in two or three weeks. Staff was working to determine personnel savings in the General Fund and would evaluate areas for additional work with those savings. City Administrator Lauren Palmer noted that she asked Abel to provide an update and requested the change orders go directly to the Board of Aldermen since the May 31 Finance Committee meeting was cancelled. Abel added that staff was testing to verify the materials were quality and would last because there had been issues in the past.

**5. UNFINISHED BUSINESS (postponed from prior meetings)**

**6. OTHER BUSINESS**

**A. May 30 Meeting Cancelled – Memorial Day**

**B. Appointment of the Vice Chair**

Chair Sportsman recommended the appointment of Dave Rittman as the vice chair.

**Driver moved to appoint Dave Rittman as the Finance Committee Vice Chair. Lock seconded; motion passed 5-0.**

Police Chief Kevin Chrisman provided an update on an arrest that occurred over the weekend.

**7. ADJOURNMENT**

**Driver moved to adjourn the Finance Committee meeting. Lock seconded; motion passed 5-0.**

Chair Sportsman declared the meeting adjourned at 9:21 a.m.

Submitted by:

\_\_\_\_\_  
Melissa McChesney  
City Clerk

\_\_\_\_\_  
Approval Date

## **CITY OF PARKVILLE Policy Report**

Date: Tuesday, June 7, 2016

Prepared By:

Matthew Chapman  
Finance/Human Resources Director

Reviewed By:

Lauren Palmer  
City Administrator

ISSUE:

Approve a Professional Services Agreement with Charlesworth Benefits, L.C. to conduct a Request for Information process for brokerage services.

BACKGROUND:

CBIZ Benefits & Insurance Services, Inc. (CBIZ) currently provides employee benefit consulting services to the City of Parkville for the health, dental and life insurance products offered to eligible City employees. Staff has been dissatisfied with the level of service as well as the escalating charges for ancillary services provided by CBIZ. The broker (CBIZ) acts as an intermediary between the City and the various benefit providers and is responsible for negotiating insurance rates paid by the City and its' employees. The broker's fees are paid by the benefit vendors, so there is no direct cost to the City. The City does, however, pay for other services provided by CBIZ such as the administration of Flexible Spending Accounts (FSA) and the Consolidated Omnibus Budget Reconciliation Act (COBRA) Account. If no change is made, the City will pay over \$1,800 in 2016 for the administration of these two accounts. Staff is confident this expense can be reduced dramatically with a new broker. Additionally staff believes a new broker will result in improved customer service and that a new firm would be motivated to negotiate the best possible insurance rates for the City.

Staff recommends engaging Charlesworth Benefits, L.C. to assist with conducting a broker selection process. Due to the complexities of the ever-changing health insurance market, staff requests outside expertise to ensure that all of the relevant factors are evaluated and the best possible broker services are negotiated for the city. Charlesworth & Associates, L.C. was founded in 1977 and, with a growing business in group benefit consulting, specifically formed Charlesworth Benefits, L.C. in 2001. Charlesworth Benefits, L.C. consults with groups that encompass a total of approximately \$250 million per year in group benefit programs. Charlesworth Benefits, L.C. has extensive experience with public entities having worked with over 40 governmental and non-profit organizations. In researching firms for this project, staff was unable to find any other local firm that provided this type of service. Charlesworth Benefits provides a unique service of solely representing clients on an independent basis without receiving any fees from insurance companies like a broker would.

Charlesworth will be responsible for the following steps in the Request for Information (RFI) process:

- a) A brief meeting with staff to discuss/confirm the needs of the City regarding benefit plans.
  - b) Identify what is currently provided the City and expand on the possibility of other services that could be provided by a broker.
  - c) Confirm fee disclosures from the incumbent broker – most competing brokers are paid the same commission structure on groups with employees under 100.
  - d) Finalize the sample RFI included in Attachment 2.
-

## **ITEM 4B**

*For 06-13-2016*

*Board of Aldermen – Finance Committee Meeting*

- e) Facilitate broker interviews – generally providing the same questions as a benchmark in which the potential broker can prepare for the interview.
- f) Meet with the City's Finance Committee to summarize the process and interviews in order for the City to determine the Benefit Broker to select.

### **BUDGET IMPACT:**

Based on the proposal submitted by Charlesworth Benefits, L.C., the lump sum cost for services related to independent insurance consulting services will be \$4,500. The recommended 2016 budget includes adequate funds for Professional Services (10-501-08-02-02) for this contract.

### **ALTERNATIVES:**

1. Approve a professional services agreement with Charlesworth Benefits, L.C. for insurance consulting services for a brokerage selection process.
2. Approve the agreement subject to requested changes.
3. Direct staff to conduct a formal RFQ/P process to identify an insurance consultant.
4. Do not approve the agreement and provide further direction.
5. Postpone the item.

### **STAFF RECOMMENDATION:**

Staff recommends that the Finance Committee approve the agreement with Charlesworth Benefits, L.C. for insurance consulting services.

### **POLICY:**

Per the Purchasing Policy, Resolution No. 10-02-14, the Finance Committee may authorize purchases up to \$10,000.

### **SUGGESTED MOTION:**

I move to approve a professional services agreement with Charlesworth Benefits, L.C. in the amount of \$4,500 for insurance consulting services.

### **ATTACHMENTS:**

1. Proposed Broker Consulting Services Agreement
  2. Benefit Broker Request for Information Draft
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## BROKER CONSULTING SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this 13<sup>th</sup> day of June, 2016, by and between the CITY OF PARKVILLE, MISSOURI (“City”) and CHARLESWORTH BENEFITS, L.C., P.O. Box 23588, Overland Park, KS 66283 (“Service Provider”).

WHEREAS, the City has a need for independent insurance consulting services related to facilitate the City’s selection their employee health and supplementary benefit Broker/Consultant; and

WHEREAS, Service Provider has the necessary skills and qualifications to provide independent insurance consulting services to the City in this selection process.

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 independent insurance consulting services provided by the Service Provider in accordance with this Agreement.

B. The City agrees to retain Service Provider and Service Provider agrees to perform and complete the following Services:

- i. Meet with City staff to obtain general information in order to understand a progressive overview of the scope of benefits the City provides its employees.
- ii. Thoroughly identify and evaluate the various service needs of the City, including those currently provided by the incumbent broker/consultant and those areas in which there could be improvement opportunities.
- iii. Review the full disclosure of the incumbent broker/consulting fee agreement with the City and evaluate the direct impact on the City regarding commissions, fees, overrides, etc.
- iv. In cooperation with City staff, develop a Request for Information/Qualification (RFI or RFQ) in order to obtain information on various benefit brokers for possible appointment at the City’s Benefit Broker of Record.
  1. Enrollment Assistance
  2. Benefit Summary/Brochure development
  3. ACA Compliance/Information
  4. Webinars/Meetings on Health insurance changes
  5. Wellness initiatives and involvement
  6. FSA, COBRA and other possible administrative assistance
  7. Access to insurance markets, including Midwest Public Risk
  8. Broker fee/compensation disclosure
- v. Facilitate Benefit Broker interviews – to be conducted during one business day at City Hall – of select brokers determined by the City. Brokerage firms interviewed in excess of four (4) will require a separate consulting fee.

- vi. Meet with City Finance Committee representatives to discuss the findings and conclusions of this process and answer any questions regarding the same in order for the City to designate its Benefit Broker of Record.
  - C. The City reserves the right to direct revision of the Services at the City's discretion. Service Provider shall advise the City of additional costs and time delays, if any, in performing the revision, before Service Provider performs the revised services.
  - D. Service Provider shall provide Additional Services under this Agreement only upon written request of the City and only to the extent defined and required by the City. Any additional services or materials provided by the Service Provider without the City's prior written consent shall be at the Service Provider's own risk, cost, and expense, and Service Provider shall not make a claim for compensation from the City for such work.
    - i.
- 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 other 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 a lump sum fee of four thousand five hundred dollars (\$4,500) upon completion of all services.
  - B. If brokers in excess of four (4) are interviewed, the City shall pay Service Provider an additional two-hundred fifty dollars (\$250) for each firm over four (4).
  - C. The lump sum fee is all-inclusive, and the Service Provider shall not receive supplemental charges including, but not limited to, printing, mailing, travel time, mileage, etc.
  - D. Service Provider shall submit an invoice to the City upon completion of the services. 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 state, City shall pay the undisputed portion of the invoice and notify Service Provider of the nature of the dispute regarding the balance.
  - E. 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. The initial meeting, pursuant to Article I, Paragraph B, subparagraph i, shall occur at a mutually agreeable time to both parties, on or before June 21, 2016.
  - C. The broker interviews, pursuant to Article I, Paragraph B, subparagraph v, shall occur on or before July 7, 2016.
  - D. The final meeting, pursuant to Article I, Paragraph B, subparagraph vii, shall occur on or before July 11, 2016.

- E. Both parties understand that time is of the essence in completing the Scope of Services, and both parties will endeavor to accelerate the timeline to the extent possible while still performing the highest quality work.
- F. 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.
- G. 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, through the duration of this Agreement and for at least two years after final payment by the City, Professional Liability – Errors and Omissions 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:
  - 1. Is licensed to do business in the State of Missouri;
  - 2. Carries a Best's policy holder rating of A or better; and
  - 3. 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 City 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. OWNERSHIP OF WORK PRODUCT

All work products produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Service Provider. The City shall not be deemed the author of any such data for which Service Provider has produced.

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: City Administrator
  - 8880 Clark Ave.
  - Parkville, MO 64152
- A. Notices sent by the City shall be sent to:
  - Charlesworth Benefits, L.C.
  - Attn: Bob Charlesworth
  - P. O. Box 23588
  - Overland Park, KS 66283

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 for forty-five (45) days, subject to a one-time extension of up to thirty (30) days upon written authorization from the City.
- 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 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.

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. Confidentiality. Information obtained by Service Provider concerning the City's comments, operations, members, and records shall be deemed confidential, to the extent permitted by law, and shall not be disseminated or reproduced by Service Provider except as necessary to perform the terms of this contract. 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. This provision shall survive the termination of the Agreement.
- 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.
- M. Objectivity. To ensure objectivity, as well as professional competency, Service Provider shall act solely in an advisory capacity. Service Provider will not sell or market insurance to the City. Service Provider is not to participate in commissions from any insurance company, agent or broker, nor accept income from anyone other than the City in regard to the consulting services provided the City as outlined herein.

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

CHARLESWORTH BENEFITS, L.C.

By:  \_\_\_\_\_

Bob Charlesworth, Member

**CLIENT:**

**CITY OF PARKVILLE, MO**  
8880 Clark Avenue  
PARKVILLE, MISSOURI 64152

**PROPOSAL CONTACT:**

Category	Information
<b>POC</b>	Bob Charlesworth, CPCU, ARM, ALCM, AIS Connie Sargent, ARM
<b>Company</b>	Charlesworth Benefits, L.C.
<b>Address</b>	P.O. Box 23588 Overland Park, Kansas 66283-0588
<b>Overnight Mail Address (if needed)</b>	10950 W. 154 <sup>th</sup> Street Overland Park, Kansas 66221
<b>Office Phone</b>	(913) 851-4730
<b>FAX</b>	(913) 851-1993
<b>e-mail</b>	<a href="mailto:Bob@Charlesworth.net">Bob@Charlesworth.net</a>

**PROPOSED BROKER CONTRACT  
INCEPTION DATE:**

AUGUST 1, 2016

**TARGET DATE FOR RECEIPT  
OF PROPOSAL INFORMATION:**

To be accepted, your RFI Response must be emailed to CHARLESWORTH BENEFITS, L.C., BY NO LATER THAN **12:00 NOON, CENTRAL TIME, WEDNESDAY, JUNE 29, 2016.**

**PROCEDURE:**

**ALL** communication is to be with Charlesworth Benefits, L.C.

**SECTION**

- A) General Data
- B) Proposal Procedures
- C) Proposal Requirements

**THE CITY OF PARKVILLE, MISSOURI RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHNICALITIES, INCLUDING IMMATERIAL IRREGULARITIES IN ANY PROPOSAL OF INFORMATION OFFERED.**

## PURPOSE

The City of Parkville, Missouri (City) hereby solicits qualified and interested licensed Group Benefit Broker/Consultants to submit proposals and statements of information for providing all supervision, labor, services, equipment, hardware, software, materials, and any assistance necessary to provide the City with Group Benefit Broker/ Consulting services. The services are to be provided for the Human Resources/Benefits Department of the City. The City is interested in appointing a single brokerage source as their Broker of Record with a minimum of five (5) years of local experience and a proven local service record with area governmental entities similar to the size and scope of the City.

## SECTION "A" GENERAL DATA

### A1. **Location**

The City of Parkville, Missouri (hereinafter referred to as the City), serves a population of an estimated 6,100 residents located approximately 10 miles NW of Kansas City, Missouri – in Platte County, Missouri.

### **Employees**

The City has approximately 36 benefit eligible employees enrolled in group health benefits. Approximately [redacted] currently waive their group health benefit program.

### **Staffed Facilities**

The City consists of the following:

- a) City Hall / Police Station
- b) Public Works
- c) Nature Sanctuary
- d) Waste Water Treatment Facility
- e) Parks

Other information about the City can be found on their web site:

<http://parkvillemo.gov/>

- A2. Section 125 administration is currently provided by \_\_\_\_\_.  
The Health Savings Account program is provided by \_\_\_\_\_.  
COBRA services provided by: \_\_\_\_\_.  
Enrollment Services provided by: \_\_\_\_\_.

- A3. The current benefit plans are as follows, employer pays a portion unless otherwise noted at “voluntary”. **Summaries may be found on the City’s web-site:**

Health Insurance: **United Healthcare**

Employee Assistance Program: \_\_\_\_\_ (if any)

Dental Insurance: **Delta Dental of MO.**

Vision (voluntary): *VSP*  
 Term Life, A.D.&D. & Voluntary Life: *USABLE*  
 Long Term Disability: *Prudential*  
 Short Term Disability (voluntary): \_\_\_\_\_ (if any)  
 Critical Illness (voluntary): \_\_\_\_\_ (if any)  
 Cancer (voluntary): \_\_\_\_\_ (if any)  
 Accident (voluntary): \_\_\_\_\_ (if any)

**Retirement Plan services are NOT included in the RFI**

- A4. Enrollment, contribution and various summaries are available upon specific request with the proposal contact and are to be handled on a confidential basis. This is not a solicitation for benefit plans – strictly benefit broker/consulting services. The City currently funds \$566 per employee per month for the employee to apply to benefit options.
- A5. Except for the Open Enrollment Period in November, finalized in Early December of each year, life-changing events are the only other times during the Plan Year that you can apply to make changes to insurance benefit coverages.

A6. Estimated annualized premiums for 2016 Policy Period:

PLAN	Est. Annual Premiums (rounded)
Health:	\$ 320,000
Dental:	\$ 32,000
Vision:	\$
Group Life & Voluntary Life:	\$
Long Term Disability:	\$
Short Term Disability:	\$
Critical Illness:	\$
Cancer:	\$
Accident:	\$

- A7. Broker History: CBIZ
- A8. The City is insured on a Fully Insured group Health plan with United Healthcare.
- A9. The City provides a financial incentive for employees who chose to participate in a Health Risk Assessment/Biometric Screening program by providing a \_\_\_\_ per month incentive (currently about \_\_\_\_% participate). Participation doesn't include spouses and/or other dependents at this time. The HRA/Screenings are provided within the cost charged the City by the Health Insurer. (? If City does)
- A10. The use of the City's logo – found on their website – may be used in your presentation only and not for any other marketing services or any other uses.

## SECTION "B" PROPOSAL PROCEDURES

- B1. ALL questions are to be submitted no later than Wednesday, June 29, 2016, via e-mail to Bob Charlesworth – [Bob@Charlesworth.net](mailto:Bob@Charlesworth.net) (verbal inquiries will not be acceptable).

Responses will be in the form of an e-mail. Verbal responses and/or representations shall not be binding on the City.

- B2. The City reserves the right to modify or cancel any part of this request for information after issuance in the form of an addendum, which will be e-mailed to each offeror known by the City's contract person.
- B3. Proposals: **Due to the timing of this request, RFI Responses shall be delivered ELECTRONICALLY to Charlesworth Benefits, L.C., ([Bob@Charlesworth.net](mailto:Bob@Charlesworth.net)) by no later than 12:00 Noon, Central Time, Wednesday, June 29, 2016.** All responses received after the deadline will NOT be considered. There will be no public opening of proposals. This format is also for ease of distribution to the City's review committee.
- B4. Confidentiality: Each proposal will be considered as confidentiality of information prior to the submission date and time. Any proposal of information or supporting documents may become public information after the submission date and time, except such information that discloses propriety or financial information submitted in response to qualification statements, all in accordance with the Missouri Open Records Act.
- B5. Signature Sheet: Any proposal submitted MUST include the Signature Sheet found in this RFI which has been signed by an individual authorized to bind the Vendor should the City elect to work with that Vendor. All proposals submitted without such signature may be deemed non-responsive.
- B6. Proposals/Information Binding: while the process is to gather Information, the City request that such proposals for service remain valid and be binding upon the respondent if accepted by the City within ninety (90) calendar days of the submission date of information. All proposals shall be signed by an authorized representative of such company.
- B7. Negotiation: The City reserves the right to negotiate any and all elements of any proposal of information direct with the provider. No changes in or to the submissions will be permitted subsequent to the proposed target date unless approved by the City. Charlesworth Benefits, L.C., may request clarifications on any portion of the proposal in order to develop a comprehensive assessment of the proposal. **ESTIMATED proposed Fees are requested to be disclosed at the due date of this RFI** and will be fully negotiated by the City in the final

interview phase of this selection process. The final fees will be negotiated with the preferred Benefit Broker/Consultant prior to any recommendation made to the Board of Aldermen.

- B8. Rights Reserved: The City reserves the right to accept or reject any or all proposals of information and to waive any technicalities or irregularities in any proposals of information, and to make award to the response which in the City's opinion is the most advantageous to the City. Each proposing firm agrees that the submission of a proposal of information constitutes an agreement by the proposing firm to waive any legal claim against the City and Charlesworth Benefits, L.C. should the City fail to select their proposal of information.
- B9. Number of Plans: The employee benefit plan is to continue to include the renewal of the current benefit program. The benefit program is to be bid for a January 1, 2017 inception, with the possibility of objectively evaluating participation in a Midwest Public Risk.
- B10. Contract Period: It is the City's desire to maintain the Broker/Consultant program on an annual contract year basis (August 1 through July 31<sup>st</sup>), subject to annual approval by the City. The City reserves the sole right to renew said contract as deemed in the best interest of the City for up to five (5) more consecutive periods of one year each. The agreed upon contract must include the Scope of Services proposed by the Broker/Consultant. All contracts must contain a non-discrimination provision.
- B11. Termination: It shall be the sole right of the City to terminate any contract upon written notification to the Broker/Consultant and to award such commissions the date such change is effective to another Broker/Consultant, if any.
- B12. Expenses: Neither City nor Charlesworth Benefits, L.C. will be responsible for any expenses incurred by a firm in preparing and submitting a proposal.
- B13. Governing Law: Any accepted firm(s) shall comply with all local, state and federal laws and regulations related to the performance of the program being offered. The proposing firm(s) must be registered with and maintain good standing with the Missouri Department of Insurance, as may be required by law or regulation. All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.
- B14. Assignment: Contractors are prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this proposal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, agent, broker, company, insurer or corporation without the previous written approval of the City.

- B15. Selection Process: All proposals will be evaluated by the City's staff and consultants, anticipated to consist of seven (7) members, with at least the following people or their designees:
- City Administrator
  - Assistant City Administrator
  - Director of Human Resources
  - Board of Aldermen (2-3) Finance Committee
  - Charlesworth Benefits, L.C. (facilitator only)
- B16: Evaluation Criteria:
- a) Quality & quantity of similar services provided for other public entities in the Kansas City geographic area the size and/or complexity of this City;
  - b) Firm Personnel from a single source (background; experience; in-house staff; etc.), including the ability of the key contact and internal support staff – both clerical and professional in a local office. This includes positive interaction between the City's staff and assigned personnel of the proposing Broker.
  - c) Overall creativity and quality of the responsiveness to this RFI;
  - d) Proposed scope of services in compliance with that requested;
  - e) Stability of proposing broker of requested services;
  - f) Access to the insurance market on a competitive basis;
  - g) Objective position and evaluation of MPR-Missouri as a possibility;
  - h) Enrollment capabilities, on-site enrollment assistance, benefits administration technology, and/or communication tools that may be provided or for which your firm has direct service access;
  - i) Wellness initiatives to supplement a carrier program;
  - j) Technical capabilities and resources of the broker itself as well as with support providers, especially as it relates to the ACA;
  - k) Ancillary services and incentives provided by the Broker/Consultant for Flex Administration, COBRA Administration, etc. and;
  - l) Cost and fees may be fully negotiated by the City with the preferred vendor prior to any recommendation being made to the Board of Aldermen.
- B17: Basis for Award: Information and/or factors gathered during interviews, negotiations, professional news articles and reference checks, in addition to the evaluation criteria contained herein, and any other information or factors deemed relevant by the City, shall be utilized in the final award.
- B18. Interview(s): The City desires to conduct an interview of any or all proposing brokers at the City's discretion for each of those that submit a response and meet the minimum qualifications. This would be an oral presentation made to the selection committee expected to be 60 minutes – focus on the brokerage firm's value proposition; team members; possible solutions to key points outlined herein. References will be important and check are anticipated to be made. The purpose of this interview is to develop a working dialog between the proposing broker and the direct contact personnel that the Broker would assign the City.

- B19: Specifications: This Request For Information have been developed specifically for the City of Parkville, MO and are the intelligent property of Charlesworth Benefits, L.C.
- B20: Insurance: The Broker/Consultant shall purchase and maintain in full force, at its own expense, such insurance as will protect them from claims which may arise out of or result from the Broker/Consultant's execution of the work, whether such execution be by an individual, employee, agent, subcontractor or by anyone whose acts any of them may be liable. The Broker/Consultant shall furnish a certificate of insurance with a minimum notification of 30 days should any policy be canceled before the expiration date.

The Broker/Consultant must maintain, as a minimum, the following coverages: Commercial General Liability insurance with a limit of no less than \$1,000,000 each occurrence and aggregate, including bodily injury, property damage and personal injury.

Business Automobile Liability with a limit of no less than \$1,000,000 combined single limit each accident, bodily injury and property damage.

Statutory Workers' Compensation and Employers Liability with a limit of no less than \$100,000 / \$500,000 / \$100,000.

Professional Errors & Omission's Liability with a limit of no less than \$5,000,000 each claim and aggregate.

- B22: No Contact Policy: ALL communication through this RFI process is to be with Charlesworth Benefits, L.C. Any contact initiated by any proposing firm with any City representative concerning this RFI is prohibited. Any such unauthorized contact may cause the disqualification of the proposing firm from this procurement transaction. This is not to impair any current working needs of the City with their incumbent Broker/Consultant.
- B23: Conflict of Interest: The successful Broker/Consultant shall not have conflicts of interest as to any decisions or revenues (other than that fully disclosed herein) from the results of any recommendation made on behalf of the Broker/Consultant. In addition, the Broker/Consultant shall fully disclose any potential conflicts of interest they may have with the City. No salaried officer or employee of the City and no member of the Board of Aldermen shall have a financial interest, direct or indirect, in this proposal for services being solicited.

B24: Timeline: The estimated timeline for process. Nothing in this RFI precludes the City from requesting additional information at any time during the procurement process.

RFI Schedule SAMPLE	Timeline - SAMPLE
RFI issued to Brokers(s) upon request. RFI limited to key information - references, assigned personnel, specific needs of City.	Wednesday, June 15, 2016 up until June 28, 2016
Broker submits key responses to RFI.	Wednesday, June 29, 2016 by 12:00 Noon Central Time
City reviews Broker responses with Charlesworth; discussion and status of Proposed Information.	Friday morning, July 1, 2016
City conducts Broker interviews at the City's Office of each of up to 4 Brokers. Each with a 60- minute interview conducted in one day.	Thursday, July 7, 2016
Summary report, findings and recommendation to the City Board of Aldermen Finance Committee	Monday, July 11, 2016
City Board of Aldermen Decision	Tuesday, July 19, 2016
Agreement Effective Date	Monday, August 1, 2016

## SECTION "C" PROPOSAL REQUIREMENTS

It is important that your responses be as brief and to the point as possible – requesting that the response to this section be limited to no more than 15 pages.

The City seeks a qualified Benefits Broker/Consulting firm who shall provide group benefit broker/consulting services and shall have full access to the entire health and welfare insurance marketplace through a strong local office with a dedicated local service team with current capacity to be assigned to the City.

### **COMPANY INFORMATION / ASSIGNED PERSONNEL:**

- C1. Provide a brief history of your firm, including office location that is being proposed to service this City as a single source service provider. A Kansas City regional office with significant executive authority is considered extremely important to the City. Identify who has the local executive authority.
- C2. Identify the ONE designated local customer service representative that will assist either the City in its day-to-day benefit plan issues, or to assist a plan member on a claim dispute or a billing issue?

- What specific experience does this individual have with local public entities as well as working directly with Human Resources Departments?
- How many clients is this person directly responsible for currently?
- Can the City make changes should the assigned representative not appear to work out with City personnel?

The purpose is to assist the human resources team in administering all employee benefit plans, responding to questions from and providing information to HR staff on a timely and ongoing basis.

- C3. Who would be the designated local representative that would present information to Administrative Staff as well as the Board of Aldermen?
- What specific experience does this individual have with local public entities as well as working directly with senior administrative staff?
  - How many clients is this person directly responsible for currently?
  - Can the City make changes should the assigned representative not appear to work out with City personnel?
- C4. Briefly summarize your Core Broker/Consulting Services included in your standard fee/service model for the City.

### **CLAIMS ANALYSIS & PLAN DESIGN:**

- C5. How often do you anticipate providing claims analysis information to the management of the City, especially for a small group such as the City?
- C6. Does the proposing broker have the capability to run “what if” scenarios regarding possible plan design changes or would you rely on the carrier to provide the rating options?

### **EMPLOYEE COMMUNICATION:**

- C7. Describe your firm’s assistance in preparation and providing ideas for City benefit communication pieces as part of your “core services” or if such would need to be discussed in Compensation? Provide one example of an ongoing benefit education piece.

### **ENROLLMENT SERVICES:**

- C8. With your experience with an account the size of the City:
  - a) What is your involvement to be during the annual open enrollment process?
  - b) Typically, how many of your employees do you anticipate to provide at enrollment meetings compared to the number of individuals sent by the insurer?
  - c) The City does anticipate the Broker/Consultant to provide face-to-face meetings during the open enrollment, confirm this is part of your core services.
- C9. Briefly identify one possible solution for an electronic enrollment platform for which you have specific experience. Note if such a platform will manage
  - a) COBRA notification and billing.
  - b) Retiree communication and billing.Note any anticipated fees for these services.
- C10. Identify any key potential on-line benefit statement services or benefit calculators that may be available to the City, either as provided by the proposing Broker/Consultant or as a service that can be purchased by the City.

### **COMPLIANCE:**

- C11. Briefly summarize your firm’s ability and local resources to provide update information to the City regarding current and pending legislative information that may impact either the City or their employees, including ACA changes.

**RENEWAL & MARKETING:**

- C12. Provide a very basic summary time-line of services for renewals/marketing. It is anticipated that on an annual basis, all renewals should be finalized before the first day of November of each year.

**MIDWEST PUBLIC RISK- Missouri:**

- C13. Explain how your firm can remain objective in the evaluation of MPR-MO and why your firm should be retained as the City's Consultant/Broker.
- a) If such a move were made in the future, what types of discussions do you anticipate regarding compensation as there clearly could be a pricing impact on the City?
  - b) Identify your firm's experience as a consultant working with the MPR plan and what are the anticipated services you foresee being continued?
  - c) Confirm that a City representative would be part of these discussions and copied on all requests to confirm necessary information for the MPR program may be quoted correctly and objectively evaluated.
  - d) What are the key factors you would deem necessary in order to fairly evaluate MPR's program compared to other insurers you would approach on behalf of the City?
  - e) Comment on possible issues you can foresee should the City move to this program and ultimately need to change to a separate insurer in the future?

**FEES/COMMISSIONS –**

- C14. The City requires an all-inclusive cost structure, with the proposing broker's plan on compensation for insurance placement and benefit consulting that are to be outlined in detail, along with any additional fees when negotiations begin by the City.

It will be necessary to be very clear how future commissions or costs impact the City and its employees.

Any fees received that have not been previously disclosed to the City for any reason for products placed on behalf of the City by the Broker/Consultant will be cause for immediate termination and gross misconduct of a contractual relationship with the City.

- a) Provide an initial indication of your proposed fee structure on the CURRENT benefit program:
  - a. Health insurance commissions/Overrides
  - b. Dental insurance commissions
  - c. Visions insurance commissions
  - d. Life insurance commissions
  
- b) Provide an initial indication of your proposed fee structure if the City were to move to the MPR program(s).

### **SPECIAL SERVICES**

- C15. Describe the firm's view of the role wellness programs have on controlling healthcare costs. What resources and tools do you offer clients around wellness initiatives? Would the fees associated with these services need to be part of the negotiation process?
- C16. Describe any training, seminars or workshops that your firm provides for clients to attend at no charge to the City.
- C17. Describe any other facets of your organization and your firm's experience that are relevant to this proposal that have not been previously described.

### **EXPERIENCE**

- C18. Provide at least three references for the broker services being proposed, including contact name and phone number. Local governmental entity references are preferred compared to the size and geographic of the City.  
  
Provide at least one reference as to a recent client lost by your firm and the reason you believe you lost the account.
- C19. What is the estimated percentage of clients that you have fully insured vs. partially self-funded in their group health benefit program?
- C20. In 200 words or less, answer why the City should select your firm as its broker of record by using two specific objective reasons, specifically as to how you can relate to an employer the size and type of the City.

## ***SIGNATURE SHEET***

My signature certifies that the proposal as submitted complies with all terms and conditions as set forth in the City of Parkville, MO (City) RFI for Benefit Broker/Consulting services.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business commerce, or any act of fraud.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the City, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the City, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the City.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Complete Legal Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Federal I.D. #: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (print/type): \_\_\_\_\_

Title: \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_-\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_-\_\_\_\_

Date: \_\_\_\_\_

To receive consideration for award, this signature sheet **MUST** be returned as part of your response to this Request For Qualifications.

## **CITY OF PARKVILLE Policy Report**

Date: Thursday, June 9, 2016

Prepared By:  
Matthew Chapman  
Human Resources/Finance Director

Reviewed By:  
Lauren Palmer  
City Administrator

**ISSUE:**

Approve the renewal of Property & Liability and Worker's Compensation & Employer's Liability coverage with Midwest Public Risk (MPR) for July 1, 2016 through June 30, 2017.

**BACKGROUND:**

The City of Parkville has been a member of MPR for property and liability coverage since January 1997 and for workers' compensation since April 1997. The City has an insuring agreement in place with MPR which renews automatically each year unless canceled with a 90 day notice. The insurance renewal occurs on July 1 of each year.

Staff evaluated alternative coverage options in 2014 after receiving higher than expected invoices for the 2014-2015 coverage years in Property and Liability and Worker's Compensation coverage. Through a negotiation process, MPR adjusted its rates and offered a much more competitive proposal for the 2015-16 coverage year. On February 3, 2015, the Board of Aldermen approved renewing coverage with MPR through June 30, 2016.

The City received invoices for all lines of coverage provided by MPR for the 2016-2017 coverage period. The quoted prices are in line with the previous price negotiation and well within the City's budget for this coverage. The City's invoice for Property and Liability coverage was \$1,660 over the budgeted amount or 1.6%. However, the Worker's Compensation invoice came in \$11,500 or nearly 17% under budget. Staff continues to work closely with MPR to ensure the city is receiving the lowest possible rates for all necessary coverages. Staff is very satisfied with the overall customer service and responsiveness of MPR and desires to maintain the relationship with the provider so long as costs remain competitive. MPR conducts on-site quarterly training for all staff on any topic the City requests and provides risk management services at no additional cost. MPR has been a valued partner with the City since 1997. Staff recommends continuing insurance coverage with MPR for the 2016-2017 coverage year.

**BUDGET IMPACT:**

Based on the invoices submitted by MPR, the cost for insurance coverages related to the 2016-2017 period would be \$158,199.13. The amount of \$168,040 was budgeted in 2016 for Worker's Compensation and Property & Liability coverage.

**ALTERNATIVES:**

1. Recommend that the Board of Aldermen approve the renewal of Workers' Compensation and Property & Liability coverage in the amount of \$158,199.13.
2. Do not approve the renewal and provide alternative direction to staff.
3. Postpone the item.

**STAFF RECOMMENDATION:**

Staff recommends that the Finance Committee recommend that the Board of Aldermen approve the renewal of Workers' Compensation and Property & Liability insurance coverage with Midwest Public Risk for July 1, 2016, through June 30, 2017, in the amount of \$158,199.13.

---

POLICY:

The Purchasing Policy, Resolution No. 10-02-14, requires the Board of Aldermen to approve all purchases above \$10,000 upon recommendation of the Finance Committee.

SUGGESTED MOTION:

I move to recommend the Board of Aldermen approve the renewal of Workers' Compensation and Property & Liability insurance coverage with Midwest Public Risk for July 1, 2016 through June 30, 2017, in the amount of \$158,199.13.

ATTACHMENT:

1. MPR Worker's Compensation and Property & Liability Invoices
-



Invoice No. PL20160501.46  
 Invoice Date: May 1, 2016  
 Due Date: June 30, 2016

Matthew Chapman  
 Comptroller/City Collector  
 City of Parkville  
 8880 Clark Avenue  
 Parkville, MO 64152

**FY 16-17 PROPERTY AND LIABILITY CONTRIBUTIONS**  
 City of Parkville (MPR 036)

PROPERTY				
Effective Date	Expiration Date	Description	Total Insured Values	Member Contribution
7/1/2016	7/1/2017	Real Property	\$8,426,657.00	\$10,265.87
		Contents	\$881,827.00	\$1,074.30
		EDP	\$ 0.00	\$ 0.00
		Auto	\$771,668.26	\$ 940.09
		Boats	\$ 0.00	\$ 0.00
		Inland Marine	\$485,575.60	\$ 591.56
		Other Property	\$814,452.00	\$ 992.22
		<b>Total Insured Values</b>	<b>\$11,380,179.86</b>	
<b>Property Total Contributions Due:</b>				<b>\$13,864.03</b>

LIABILITY			
Effective Date	Expiration Date	Coverage Description	Member Contribution
7/1/2016	7/1/2017	General Liability	\$23,760.14
		Sewer Liability	\$3,065.82
		Auto Liability	\$17,628.49
		Crime	\$1,532.91
		Law Enforcement	\$ 0.00
		Public Officials	\$30,658.25
<b>Liability Total Contributions Due:</b>			<b>\$76,645.62</b>
<b>Total Property and Liability Contributions Due:</b>			<b>\$90,509.65</b>

**Note:** Property pricing was determined using property schedules on the MPR file sharing site.

**Questions:** Please contact Megan Richardson at 816.292.7572 or [megan@mprisk.org](mailto:megan@mprisk.org)

Please make checks payable to:  
 Midwest Public Risk of Missouri  
 19400 E Valley View Parkway  
 Independence, MO 64055  
 A return envelope is enclosed



Invoice No. WC20160501.60  
Invoice Date: 5/1/2016  
Due Date: 6/30/2016

Matthew Chapman  
Comptroller/City Collector  
City of Parkville  
8880 Clark Avenue  
Parkville, MO 64152

**FY 16-17 WORKERS' COMPENSATION CONTRIBUTION**

**City of Parkville**

Standard Premium (see page 2 for details)	\$67,019.28
Premium Discount - 5%	(\$3,350.96)
Second Injury Fund – 6%	\$4,021.16
<b>Total Workers' Compensation Contributions Due:</b>	<b>\$67,689.48</b>

Questions: Please contact Megan Richardson at 816-292-7572 or [megan@mprisk.org](mailto:megan@mprisk.org)

**Please make checks payable to:  
Midwest Public Risk of Missouri  
19400 E Valley View Parkway  
Independence, MO 64055**

**A return envelope is enclosed**



19400 East Valley View Parkway  
Independence, MO 64055  
(816) 292-7500

Invoice Date: 5/1/2016

City of Parkville

Effective: 7/1/2016

Expiration: 7/1/2017

Class Code	Description	Estimated Payroll	Rate	Manual Premium	Experience Mod	Standard Premium
7403	Airport		7.22	\$ 0.00		\$ 0.00
8601	Architects/Engineers		.41	\$ 0.00		\$ 0.00
8820	Attorney - All Employees		.26	\$ 0.00		\$ 0.00
8391	Auto Repair - Brakes		3.28	\$ 0.00		\$ 0.00
8393	Auto Repair - Body		2.27	\$ 0.00		\$ 0.00
9015	Buildings NOC		4.14	\$ 0.00		\$ 0.00
7380	Bus Driver		5.90	\$ 0.00		\$ 0.00
9220	Cemetery		7.22	\$ 0.00		\$ 0.00
8810	Clerical	\$676,640.00	.22	\$1,488.61		\$1,518.38
9061	Club NOC		2.16	\$ 0.00		\$ 0.00
8742	Collectors		.50	\$ 0.00		\$ 0.00
9083	Concessions		1.47	\$ 0.00		\$ 0.00
9082	Cooks		1.78	\$ 0.00		\$ 0.00
8869	Day Care Professional		1.44	\$ 0.00		\$ 0.00
8831	Dog Catcher		2.02	\$ 0.00		\$ 0.00
7539	Electric Power		4.21	\$ 0.00		\$ 0.00
7705	EMS Drivers		5.86	\$ 0.00		\$ 0.00
7710	Fire Fighters & Drivers		7.96	\$ 0.00		\$ 0.00
7714	Fire Fighters - Volunteers		7.96	\$ 0.00		\$ 0.00
9058	Food Service		2.33	\$ 0.00		\$ 0.00
7590	Garbage Refuse		4.43	\$ 0.00		\$ 0.00
9403	Garbage Collection & Driver		9.21	\$ 0.00		\$ 0.00
7502	Gas Co. Local Distribution & Drivers		5.45	\$ 0.00		\$ 0.00
9060	Golf Club Operation		1.72	\$ 0.00		\$ 0.00
9033	Housing Authority & Sales		2.32	\$ 0.00		\$ 0.00
6836	Marina & Driver - State		5.31	\$ 0.00		\$ 0.00
9410	Municipal/County NOC	\$107,841.00	4.23	\$4,561.67		\$4,652.90
9101	Museum/Public Library		4.92	\$ 0.00		\$ 0.00
9102	Parks	\$160,375.00	4.85	\$6,976.31		\$7,115.84
7720	Police Officers & Drivers	\$798,268.00	4.22	\$33,686.91		\$34,360.65
8832	Public Health Nurse - Clinic		.43	\$ 0.00		\$ 0.00
8835	Public Health Nurse - Home Health		3.2	\$ 0.00		\$ 0.00
8264	Recycling		7.39	\$ 0.00		\$ 0.00
7580	Sewage (Treatment Plant)		3.10	\$ 0.00		\$ 0.00
9402	Sewer Cleaning		5.58	\$ 0.00		\$ 0.00
6306	Sewer Construction		10.43	\$ 0.00		\$ 0.00
8017	Store-Retail NOC		1.98	\$ 0.00		\$ 0.00
9402	Street Cleaning		5.58	\$ 0.00		\$ 0.00
5506	Street & Road	\$238,889.00	7.95	\$18,991.68		\$19,371.51
9015	Swimming Pool		4.14	\$ 0.00		\$ 0.00
8868	Teachers/Youth Division		.54	\$ 0.00		\$ 0.00
9156	Theatre		3.05	\$ 0.00		\$ 0.00
9154	Theatre NOC		2.28	\$ 0.00		\$ 0.00
6319	Water Distribution		5.72	\$ 0.00		\$ 0.00
7520	Waterworks Operations		5.96	\$ 0.00		\$ 0.00
9063	YMCA NOC		1.30	\$ 0.00		\$ 0.00
	<b>TOTALS</b>	<b>\$1,982,013.00</b>		<b>\$65,705.18</b>	<b>1.02</b>	<b>\$67,019.28</b>

## **CITY OF PARKVILLE Policy Report**

Date: June 7, 2016

Prepared By:  
Alysen Abel  
Public Works Director

Reviewed By:  
Lauren Palmer  
City Administrator

ISSUE:

Approve a work authorization with North Hills Engineering (Jay Norco) for the design of the Main Street sanitary sewer improvements.

BACKGROUND:

On August 5, 2014, the Board of Aldermen approved a five-year agreement with North Hills Engineering (NHE) for on-call contract engineering services. The agreement allows the City to execute individual work authorizations for supplemental engineering services for specific projects and studies.

There is approximately 250 feet of collapsed sanitary sewer main located within the BNSF Railroad right-of-way, between Main Street and East Street. The existing pipe contains large holes and voids. This pipe is not a good candidate for pipe lining, because there is no manhole on the lower end of the pipe to gain access for lining. It is difficult to get into this area to replace the collapsed pipe, since the majority of the pipe is located within the railroad right-of-way. The plan is to install a new manhole in Main Street and realign the sewer main so that it is located outside of the railroad right-of-way. The long-range Capital Improvements Program (CIP) included the realignment of the sanitary sewer in 2017.

This sewer line was previously televised around 2007. Staff was aware of the continuous issues with the existing pipe and annually cleans the grease from the downtown businesses and mud accumulated in the sewer line.

H&H Septic was contacted to perform the annual preventative maintenance on various sewers around the City. In May, the existing pipe between Main Street and East Street was cleaned as part of the annual preventative maintenance. Previously, the discharge from the cleaning produced grease, mud, and a small amount of rock. The recent cleaning produced more rock. This is evidence that there are issues with the pipe that are more severe than previously realized. Staff recommends accelerating the schedule of the pipe repair due to the visible deterioration of the pipe.

This work authorization with North Hills Engineering includes the engineering design, project management and construction administration for the Main Street sanitary sewer improvements. There will be a separate agenda item for the Board of Aldermen to consider for the construction contract once the engineering design and bid documents are completed.

BUDGET IMPACT:

The work associated with the Main Street sanitary sewer improvements is programmed in the 2017 Capital Improvements Program (CIP). Due to the deteriorated condition of the pipe, staff recommends accelerating the schedule of this project, with the majority of the work to be completed in 2016. There may be a possibility that the majority of the construction could be planned for early 2017.

## ITEM 4D

For 06-13-16

Board of Aldermen - Finance Committee Meeting

The updated estimated cost associated with this project is \$145,000, which includes engineering design, project management and construction administration. The proposed WA with NHE is in the amount of \$12,525, which includes design and construction administration. The construction related costs are anticipated to be \$132,475.

The replacement of one of the two clarifier floors at the wastewater treatment plant was programmed into the 2016 CIP. The estimated cost for the clarifier floor replacement was \$45,000. The clarifier floor project can be delayed until 2017 to free up budget capacity to advance the Main Street Sewer project to 2016. The second clarifier floor was scheduled for replacement in 2018, and staff recommends deferring this project until 2019.

Staff recommends taking the remaining balance of the Main Street sewer improvements from the working capital balance in the Sewer Fund. This expense combined with other smaller adjustments throughout the year results in projected capital expenses in the Sewer Fund in 2016 of \$788,878, compared to a budgeted amount of \$734,500. The year-end balance in the Sewer Fund is projected to be approximately \$68,000 less than budgeted, but this impact can be mitigated in future years by corresponding reductions in the 2017 CIP. A revised forecast sheet for the Sewer Fund is included as Attachment 4.

Staff acknowledges that this change will require a budget amendment in accordance with the new advice provided by the city's auditing firm. Staff is working to combine this with two other budget amendments that are necessary for 2016, and the request will be presented to the Board of Aldermen within the next several weeks. This topic is included as a separate non-action item for discussion on the Finance Committee agenda for June 13, 2016.

Staff recommends proceeding with all other capital projects planned in the Sewer Fund in 2016 in order to address the highest priority system maintenance needs. However, if directed by the Finance Committee, there are other projects that could be deferred until 2017 to free up additional budget capacity for this project:

- The design of new pumps and controls for the 45 Hwy Pump Station is slated to be completed in 2016 with construction scheduled in 2017. It is estimated that the 45 Hwy Pump design will cost \$6,200.
- There are miscellaneous pump station improvements slated for completion in 2016. The improvements include installation of FF Hwy Pump Station valve and mission unit, Pinecrest valve pit lid, and McAfee level transducer. It is estimated that the miscellaneous pump station improvements will cost \$11,800.
- The Sanitary Sewer Phase 3 improvements include approximately \$75,000 for manhole repairs. The scope of this project could be reduced in order to cover the cost of the Main Street project.

Separately the City is working on a professional services contract with R.L. Buford for the survey services to assist with topographic survey and easement legal descriptions. The cost of the survey services for the Main Street sewer improvements will be \$2,200, which is within the City Administrator's authority. Once the Board of Aldermen provides direction on the Main Street sewer improvements project, staff will execute the survey professional services contract.

### ALTERNATIVES:

1. Recommend that the Board of Aldermen approve the work authorization with North Hills Engineering for the design of the Main Street sanitary sewer improvements, with the funding strategy proposed by staff.

## **ITEM 4D**

*For 06-13-16*

*Board of Aldermen - Finance Committee Meeting*

2. Recommend that the Board of Aldermen approve the work authorization with North Hills Engineering for the design of the Main Street sanitary sewer improvements; and direct staff to reduce other expenditures in 2016 and/or delay construction to 2017 account for the cost.
3. Provide alternative direction to staff.
4. Postpone the item.

### **STAFF RECOMMENDATION:**

Staff recommends the approval of the work authorization with North Hills Engineering for the engineering design, project management and construction administration for the Main Street sanitary sewer improvements. To cover the project costs, staff recommends deferring the clarifier floor replacement and the remaining balance to come from the working capital balance of the sewer fund.

### **POLICY:**

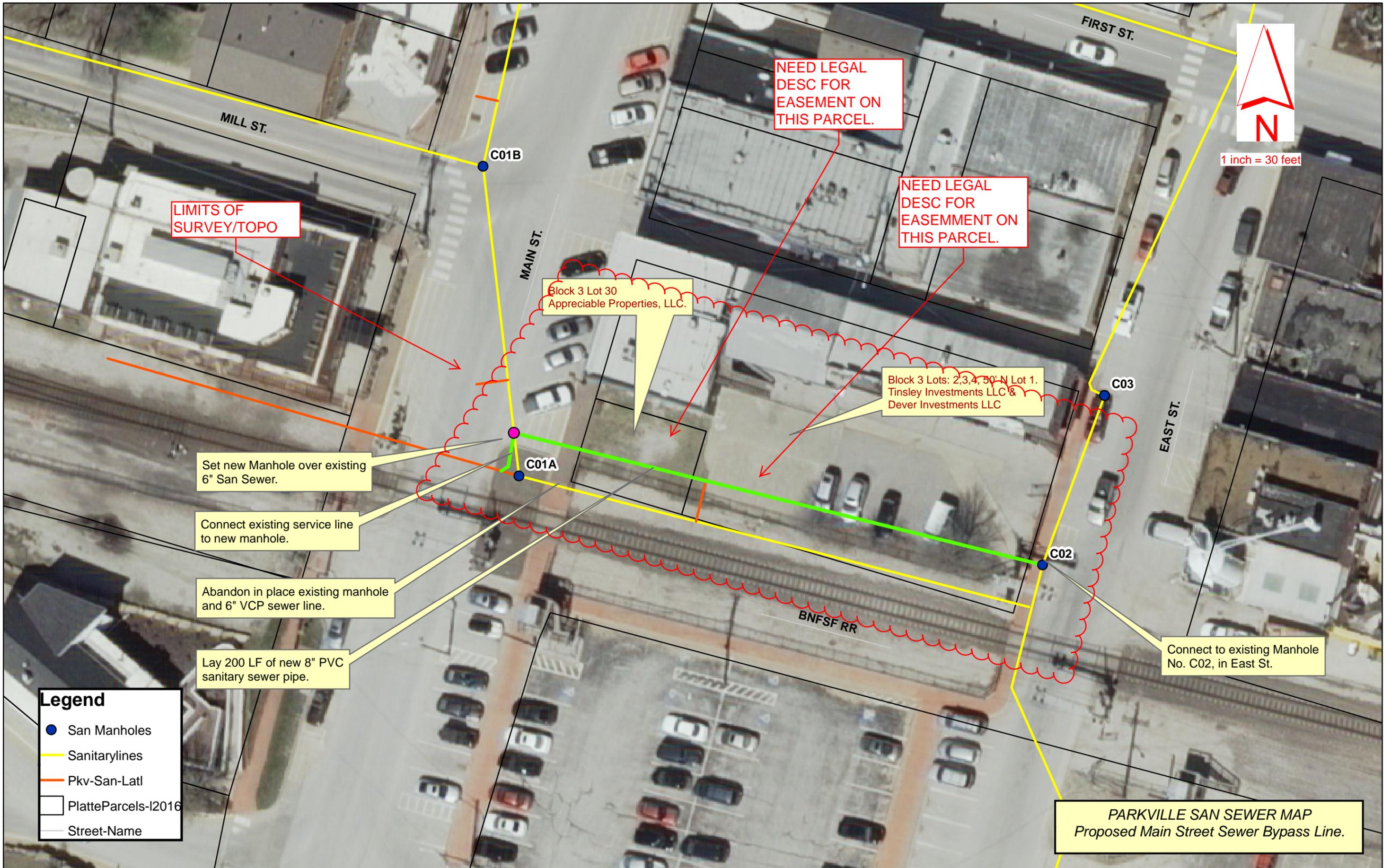
The Purchasing Policy, Resolution No. 10-02-14, requires the Board of Aldermen to approve all purchases above \$10,000 upon recommendation of the Finance Committee.

### **SUGGESTED MOTION:**

I move to recommend that the Board of Aldermen approve Work Authorization No. 59 with North Hills Engineering for the engineering design, project management and construction administration of the Main Street sanitary sewer improvements in the amount of \$12,525.

### **ATTACHMENTS:**

1. Project Map 1
2. Preliminary Project Cost Estimate
3. Work Authorization No. 59
4. Revised Sewer Fund Forecast



LIMITS OF SURVEY/TOPO

NEED LEGAL DESC FOR EASEMENT ON THIS PARCEL.

NEED LEGAL DESC FOR EASEMENT ON THIS PARCEL.

Block 3 Lot 30  
Appreciable Properties, LLC.

Block 3 Lots: 2,3,4, 50' N Lot 1.  
Tinsley Investments LLC &  
Dever Investments LLC

Set new Manhole over existing  
6" San Sewer.

Connect existing service line  
to new manhole.

Abandon in place existing manhole  
and 6" VCP sewer line.

Lay 200 LF of new 8" PVC  
sanitary sewer pipe.

Connect to existing Manhole  
No. C02, in East St.

- Legend**
- San Manholes
  - Sanitarylines
  - Pkv-San-Latl
  - PlatteParcels-I2016
  - Street-Name

**PARKVILLE SAN SEWER MAP**  
Proposed Main Street Sewer Bypass Line.

# MAIN ST. SEWER RE-ALIGNMENT - BUDGETARY ESTIMATE

JN 5-17-16

Project Includes:                      Setting new Manhole in Main Street and laying new 8" PVC sewer line north of the BNSF railroad ROW, connecting to existing manhole in East St.

## Preliminary Project Cost Estimate - 2016

New MH in Main St.				13000
Concrete trench cap				1000
Concrete curb replacement				900
Sanitary Sewer	250	\$	100	25000
Sawcutting				8000
Pavement Restoration	250	10 \$	11 \$	27,500
Sewer Lateral reconnections		2 \$	2,200	4400
Fill of old manhole and pipe with flowable fill.				2500
Install pipeline patch in existing main line, to disconnect abandoned line.				3000
Adder for storage, Hauling				6000
Traffic Control				7000
<hr/>				
Subtotal				98300
Construction Contingency		10%		9830
Contractor O&P:		15%		14745
<hr/>				
Estimated Total Construction:				122875
Survey, Legal Descriptions				7000
Engineering, Bid phase				10300
Construction Administration, inspection part time.				2300
Legal Assistance, Easements				2500
<hr/>				
				144975

**WORK PLANNING / AUTHORIZATION FORM**

Number: WA-59

**Project / Work Description:**

Design and Project Management for Main Street Sanitary Sewer Re-Alignment

**Purpose:** To design and administer construction of repairs/replacement of sanitary sewer system.

This WA covers the design, document preparation, bidding, and construction administration of the Re-Alignment Project.

The Main Street Re-Alignment Sewer Project was programmed for 2017, but deterioration has accelerated the schedule.

The project will address the urgent need to the City sewers along the BNSF RR tracks, between Main & East St's.

The project will include a new manhole in Main St., a bypass sewer line, new service connections, and decomm. Work.

Engineering & Proj. Mgt. Budget \$12,600

Total Project Budget: \$145,000

Service Provider: North Hills Engineering, Inc.

Terms: Subject to the provisions of the August 5, 2014 Engineering Services Agreement between the City and North Hills Engineering Incorporated

**Primary Tasks - Line Repairs Portion:**

Project Management and Coordination Meetings with City Staff ( 5 month project.)	6
Visit the Sites of work to evaluate access, disturbance, easements required, etc.	8
Perform field measurements and survey shots to verify key dimensions.	4
Survey Coordination -using 3rd Party surveying consultant.	4
Finalize work package and extent of work, need for alternate bid options.	4
Prepare preliminary opinion of probable construction cost	3
Meet with affected residents to discuss the project, access reqts., and gather feedback.	3
Meet with Contractors and vendors to discuss current requirements and project specifics.	8
Prepare writtten technical specifications for the work proposed.	16
Assemble and coordinate/review bidding and contract documents, using City format.	8
Use large-project City standard contract.	
Prepare drawings to describe the work. Use surveyors line work, show access.	46
Prepare extents of easements or access agreements recommended.	2
(Prepate polygons for 3rd party RLS to perform. Likely two parcels.)	
Coordinate information with City Attorney for review of easements / access agreements.	2
Design Review Meeting with Public Works Director, respond to comments, make revisions.	3
Meet with public to obtain signed access agreements and easements.	6
Set up project at local plan room, for internet distribution, also advertise on City website.	3
Meet with bidders and address questions during the advertisement period, prepare addenda.	5
Review bids, check qualifications and experiece, and recommend award to City	2
Respond too change requests, claims, prepare change orders as required.	4

**Construction Phase:**

Construction administration and review of pay requests.	8
Conduct Meetings with Contractor - Pre-Con, progress, final.	10
Periodic visits to observe the work. (Part Time Inspection)	12

**Excluded:**

Services of City Attorney for easement document preparation (Only if easements are needed, not expected.)  
Execution of Easements, recording. (by City Staff).

**Estimated Consultant Fee:**

Design Phase:	137 Hours x	\$ 75.00 / hour =	\$ 10,275.00
Construction Phase:	30 Hours x	\$ 75.00 / hour =	\$ 2,250.00

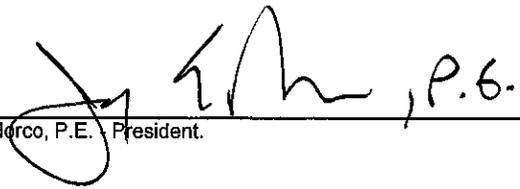
Budget: Sewer Budget / CIP

**Schedule:**

Estimated Completion Date: 11/1/2016

Project Deadlines: n/a

Submitted By:

  
Jay Norco, P.E. President.

5/18/16

Date

Authorization:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

# Sewer Fund (30)

Last Updated 06/09/2016

	2011 Actual	2012 Actual	2013 Actual	2014 Actual	2015 Budget	2015 Unaudited	2016 Budget	2016 YTD	2016 Projected	2017 Projected	2018 Projected	2019 Projected	2020 Projected	2021 Projected
<i>Beginning Fund Balance</i>	\$426,505	\$ 493,616	\$ 605,952	\$ 516,873	\$ 1,020,362	\$ 1,104,409	\$ 794,313	\$ 797,784	\$ 797,784	\$ 277,361	\$ 242,708	\$ 358,919	\$ 333,809	\$ 355,632
<b>Revenues</b>														
<i>Projected Rate Increase</i>				3.00%	3.00%	3.00%	2.50%		2.50%	3.00%	3.00%	3.00%	2.50%	0.00%
Sewer Charges	907,088	962,603	937,785	1,016,426	1,027,940	1,020,684	1,014,750	305,789	1,014,750	1,045,193	1,076,548	1,108,845	1,136,566	1,136,566
Sewer Tap Fees	19,500	33,000	30,000	43,500	30,000	39,000	36,000	10,500	36,000	36,540	37,088	37,644	38,209	38,782
Sewer Impact Fees	18,200	30,800	28,000	42,000	28,000	36,400	33,600	9,800	33,600	34,104	34,616	35,135	35,662	36,197
MOAW Bill Collection Payment	636	715	686	562	650	643	650	-	650	650	650	650	650	650
Grinder Pump Administrative Fee	4,620	4,620	3,850	4,620	-	4,620	4,620	1,540	4,620	4,620	4,620	4,620	4,620	4,620
Interest Income	9,061	6,611	5,872	4,361	4,400	4,956	4,800	1,600	4,800	4,872	4,921	4,970	5,020	5,070
Transfer from Sewer CIP (33)	-	-	-	294,984	-	-	-	-	-	-	-	-	-	-
Miscellaneous	35	-	16	1,000	200	74	200	10	200	203	206	209	212	215
<b>Sewer Fund Revenues:</b>	<b>959,140</b>	<b>1,038,349</b>	<b>1,006,209</b>	<b>1,407,454</b>	<b>1,091,190</b>	<b>1,106,376</b>	<b>1,094,620</b>	<b>329,239</b>	<b>1,094,620</b>	<b>1,126,182</b>	<b>1,158,649</b>	<b>1,192,073</b>	<b>1,220,939</b>	<b>1,222,100</b>
<b>Total Sources:</b>	<b>1,385,645</b>	<b>1,531,965</b>	<b>1,612,161</b>	<b>1,924,326</b>	<b>2,111,552</b>	<b>2,210,785</b>	<b>1,888,933</b>	<b>1,127,023</b>	<b>1,892,404</b>	<b>1,403,542</b>	<b>1,401,357</b>	<b>1,550,992</b>	<b>1,554,748</b>	<b>1,577,732</b>
<b>Expenditures</b>														
Operating Expenses	388,097	453,316	449,989	462,065	519,812	494,544	520,116	187,321	537,140	529,780	539,630	549,669	559,901	570,330
Capital Expenses	16,415	18,146	5,636	59,988	802,275	459,088	734,500	214,465	788,878	344,500	213,000	374,700	348,500	212,400
Debt Service	273,917	198,952	202,233	191,504	332,785	357,870	185,495	44,236	185,495	180,953	182,095	182,947	178,651	179,311
Transfer to General Fund - Admin Fee	70,000	75,000	100,000	100,000	101,500	101,500	103,530	34,510	103,530	105,601	107,713	109,867	112,064	114,305
Other Transfers	143,600	180,600	337,431						-					
<b>Sewer Fund Expenditures:</b>	<b>892,029</b>	<b>926,014</b>	<b>1,095,288</b>	<b>813,557</b>	<b>1,756,372</b>	<b>1,413,001</b>	<b>1,543,641</b>	<b>480,532</b>	<b>1,615,043</b>	<b>1,160,834</b>	<b>1,042,438</b>	<b>1,217,183</b>	<b>1,199,116</b>	<b>1,076,347</b>
<b>Estimated Working Capital (deficit):</b>	<b>493,616</b>	<b>605,952</b>	<b>516,873</b>	<b>1,110,769</b>	<b>355,180</b>	<b>797,784</b>	<b>345,292</b>	<b>646,491</b>	<b>277,361</b>	<b>242,708</b>	<b>358,919</b>	<b>333,809</b>	<b>355,632</b>	<b>501,385</b>
<b>TARGET*</b>	\$388,441	\$331,031	\$339,730	\$332,020	\$488,113	\$481,796	\$341,407		\$345,663	\$339,798	\$343,931	\$347,831	\$346,642	\$350,470

\* Target represents desired working capital of 90 days of operations in addition to the current fiscal year debt service payments as required by the Reserve Policy adopted December 3, 2013, by Resolution No. 12-01-13.

## **CITY OF PARKVILLE Policy Report**

Date: June 7, 2016

Prepared By:  
Alysen Abel  
Public Works Director

Reviewed By:  
Lauren Palmer  
City Administrator

ISSUE:

Approve Change Order No. 2 with Midwest Storm Restoration for the additional decking costs associated with the Train Depot roof replacement.

BACKGROUND:

On February 16, 2016, the Board of Aldermen approved a small construction services agreement with Midwest Storm Restoration (MSR) for the Train Depot Roof Replacement. The staff report included a cost breakdown of the different options associated with the depot roof replacement. Midwest Storm Restoration was the third lowest bidder based on the base bid of only the replacement of the shingles.

The replacement of the wood decking was a separate cost, which was at a unit price per square foot. With the addition of the decking, MSR was the low bidder. In the original policy report, staff estimated that the cost of the roof replacement with the replacement of the full decking would cost \$26,125.

At the time of the original policy report, staff used the footprint of the building when calculating the area of the decking, which was 2,624 square feet. This was not an accurate way to estimate the decking quantity because of the pitch of the roof and overhang. The actual quantity used by the contractor was 3,700 square feet. The contractor's final invoice submitted to the City included the following items:

- Base bid of \$20,877
- Decking cost of \$7,400 for 3,700 square feet of decking
- Change Order #1 in the amount of \$1,500 for the roofing repairs to one of the shelters in English Landing Park (Note: This was funded from a separate budget for shelter maintenance).
  - Total invoice = \$29,777

Staff processed the invoice in the amount of \$29,777 upon receipt. Since then, staff realized there was a difference between the original policy report when the contract was approved and the contract. The contract included a unit price of \$2.00 per square foot, and did not include a "not to exceed amount." The Board's motion associated with the contract approval for the Train Depot Roof Replacement included "an amount not to exceed \$26,125."

The difference of \$2,152 could be authorized by the City Administrator per the purchasing thresholds in the purchasing policy, but since the expense exceeds the "not to exceed" amount authorized by the Board, approval is requested from the Finance Committee to process the payment.

## **ITEM 4E**

*For 06-13-16*

*Board of Aldermen - Finance Committee Meeting*

### BUDGET IMPACT:

The General Fund (10-501.02-01-01) includes \$20,000 for insurance deductibles associated with insurance claims. The City will be charged a \$2,500 deductible for the property damage claim for the Train Depot roof.

The General Fund includes \$6,200 for Train Depot maintenance, which covers the costs associated with the upkeep of the Train Depot and its contents. Insurance will cover \$7,216. Based on the original policy report, the remaining balance will be recorded as a Public Works capital outlay expense in the General Fund. If approved, the additional \$2,152 for the additional decking costs will be recorded as a Public Works capital outlay expense in the General Fund.

### ALTERNATIVES:

1. Approve the change order with Midwest Storm Restoration in the amount of \$2,152 for the additional decking costs associated with the Train Depot Roof Replacement.
2. Provide direction to the staff regarding this item.
3. Postpone the item.

### STAFF RECOMMENDATION:

Staff recommends the approval of the as-built change order with Midwest Storm Restoration for the additional decking costs associated with the Train Depot Roof.

### POLICY:

Although the cost of this change order is within the City Administrator's purchasing authority, staff requests approval from the Finance Committee due to the conflicting pricing language between the contract and the Board's motion to approve the contract.

### SUGGESTED MOTION:

I move to approve Change Order No. 2 with Midwest Storm Restoration for the additional decking costs for the Train Depot Roof in the amount of \$2,152.

### ATTACHMENTS:

1. Midwest Storm Restoration Contract (exhibits available upon request)
2. Change Order No. 2

## **SMALL CONSTRUCTION SERVICES AGREEMENT MAINTENANCE OR REPAIR PROJECT**

THIS SERVICE AGREEMENT, entered into on this 16<sup>th</sup> day of February 2016 by and between the CITY OF PARKVILLE, MISSOURI ("City") and Midwest Storm Restoration ("Contractor").

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

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

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

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

### **I. SCOPE OF SERVICES**

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

### **II. COMPENSATION**

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

**III. SCHEDULE**

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

**IV. CHANGES**

- A. The City reserves the right 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. All manufacturer's warranties shall be assignable to the City. The Contractor further warrants that the work will conform to the requirements of the Scope of Work documents and will be free from defects, except for those inherent in the quality of the Work which the Scope of Work documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor or its subcontractors or

suppliers, improper or insufficient maintenance or improper operation. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor's warranties required by the Agreement (express and implied) shall remain in full force and effect even if a material or equipment item is required by the Owner to be manufactured by a specific entity, and no other equivalent product manufactured by any other entity is acceptable.

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

**IX. OWNERSHIP OF WORK PRODUCT**

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

**X. RELATIONSHIP OF THE PARTIES**

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

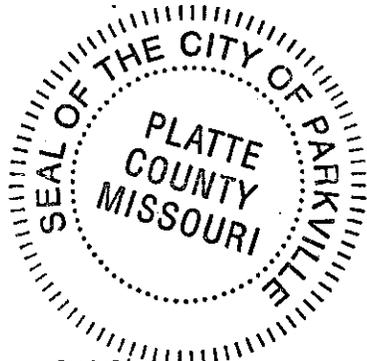
**XI. PREVAILING WAGES**

- A. Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made a part of the specifications for work under this Agreement as **Exhibit "F-1"** shall be paid to workers performing work under the Agreement (See, Sections 290.250 and 290.325 R.S. Mo.)
- B. Contractor will forfeit a penalty to the City of \$100 per day (or portion of a day) for each worker who is paid less than the prevailing rate for any work done under the Agreement by Contractor or any Subcontractor (see Section 290.250 RSMo; for detailed information on rules and occupational titles, see 8 CSR 30-3.010 through 3.060.)
- C. Contractor shall maintain such required data on Form LS-57, **Exhibit "F-2"**, using the Instruction sheet issued by the Missouri Department of Labor and Industrial Relations, LS-57-3, **Exhibit "F-3"**, both of which are also available at, and shall further submit on a monthly basis, a Payroll Certification form attached to this Contract as **Exhibit "F-4"**, attesting to the completeness and accuracy of the data on the Certified Payrolls. Contractor shall also post notices and identify its vehicles as provided by the Prevailing Wage Requirements.
- D. Contractor further agrees to indemnify, defend and hold harmless the City from and against any claim, liability, assessment, fine, penalty or other cost, including attorney's fees, which may be asserted against or incurred by the City as a result of an allegation that Contractor has not complied with these Prevailing Wage Requirements, whether such claim is asserted by a worker or by the Division of Labor Standards or any other entity. This indemnification shall survive termination of this Contract.

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

2. Contractor will, in all solicitation or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
  3. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- F. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Contractor shall take appropriate steps to assure compliance.
- G. Interest of Contractor and Employees. Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- H. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Contractor, and attached hereto.
- I. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- J. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- K. Third Parties. The Services to be performed by the Contractor are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

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



CITY OF PARKVILLE, MISSOURI

By: *Nanette K. Johnston*

Nanette K. Johnston, Mayor

ATTEST:

*Melissa McChesney*

Melissa McChesney, City Clerk

MIDWEST STORM RESTORATION, LLC

By: *Thomas Stratton*

Thomas Stratton, President

## Exhibit A

### SCOPE OF WORK AND PRICING AGREEMENT

1. Furnish and install all labor, equipment, materials, and supervision to remove and replace the Train Depot roof at English Landing Park, Parkville, Missouri for **a lump sum price for the roof replacement at Twenty Thousand Eight Hundred Seventy-Seven Dollars and No/100 Dollars (\$20,877.00) and unit price to provide roof decking at \$2.00 per square foot.**

Work includes, but is not limited to:

- A. Remove all existing layers of roof covering and dispose of off-site.
- B. New roof shall be fastened to solidly sheathed decks. Deteriorated roof sheathing not suitable for new roof installation shall be replaced with similar material of size and thickness. Dispose of removed sheathing off-site.
- C. Install 30 pound roof felt. For roof slopes from two units vertical in 12 units horizontal (17-percent slope), up to four units vertical in 12 units horizontal (33-percent slope), underlayment shall be two layers, applied in the following manner. Apply a 19-inch strip of underlayment felt parallel to and starting at the eaves, fastened sufficiently to hold in place. Starting at the eave, apply 36-inch-wide sheets of underlayment, overlapping successive sheets 19 inches and fastened sufficiently to hold in place. Distortions in the underlayment shall not interfere with the ability of the shingles to seal.
- D. Base and cap flashing. Base and cap flashing shall be installed in accordance with manufacturer's installation instructions. Base flashing shall be of either corrosion-resistant metal of minimum nominal 0.019-inch thickness or mineral surface roll roofing weighting a minimum of 77 pounds per 100 square feet. Cap flashing shall be corrosion-resistant metal of minimum nominal 0.019-inch thickness.
- E. Flashing. Flashings shall be installed in a manner that prevents moisture from entering the wall and roof through joints in copings, through moisture permeable materials and at intersections with parapet walls and other penetrations through the roof plane. Flashings shall be installed at wall and roof intersections, wherever there is a change in roof slope or direction and around roof openings. A flashing shall be installed to divert the water away from where the eave of a sloped roof intersects a vertical sidewall. Where flashing is of metal, the metal shall be corrosion resistant with a thickness of not less than 0.019 inch.
- F. Drip edge. A drip edge shall be provided at eaves and gables of shingle roofs. Adjacent pieces of drip edge shall be overlapped a minimum of 2 inches. Drip edges shall extend a minimum of 0.25 inch below the roof sheathing and extend up the roof deck a minimum of 2 inches. Drip edges shall be mechanically fastened to the roof deck at a maximum of 12 inches o.c. Underlayment shall be installed over the drip edge along eaves and under the underlayment on gables. Unless specified differently by the shingle manufacturer, shingles are permitted to be flush with the drip edge.
- G. Ice barrier. An ice barrier that consists of a least two layers of underlayment cemented together or of a self-adhering polymer modified bitumen sheet, shall be used in lieu of normal underlayment and extend from the lowest edges of all roof surfaces to a point at least 24 inches inside the exterior wall line of the building.

H. Provide Timberline HD LT roof shingles, CertainTeed , or approved equal, attached with manufacturer specified roofing nails and with the number of nails specified per shingle by the manufacturer. Install ridge vent and ridge caps.

I. Gutters and downspouts (Alternate No. 1) are not a part of this Agreement. Should the City decide to proceed with the gutters and downspouts, Contractor agrees to furnish and install new gutters and downspouts, style and color to match existing for a not to exceed lump sum price of \$2,000.00, in a manufacturer's color "Redwood". The price for this work would be added by change order.

J. Submit required certified payroll as identified by the wage order included herein.

K. Submit samples of roofing materials, shingles, felt, manufacturer's standard shingle color selection chart and manufacturer's warranty for City approval.

**Change Order**

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**PROJECT** (*Name and address*):  
Train Depot Roof Replacement

**CHANGE ORDER NUMBER:** 2  
**DATE:** June 13, 2016

**TO CONTRACTOR** (*Name and Address*):  
Midwest Storm Restoration  
Attn: Thomas Stratton  
8823 Bond Street  
Overland Park, KS 66214

**PROJECT NO.:** \_\_\_\_\_  
**CONTRACT DATE:**  
February 16, 2016

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**THE CONTRACTOR IS CHANGED AS FOLLOWS:**

The original Contract Sum was	\$	<u>26,125.00</u>
The net change by previously authorized Change Orders	\$	<u>1,500.00</u>
The Contract Sum prior to this Change Order was	\$	<u>27,625.00</u>
The Contract Sum will be increased/decreased by this Change Order in the amount of	\$	<u>2,152.00</u>
The new Contract Sum including this Change Order will be	\$	<u>29,777.00</u>

The Contract Time will be increased by zero (0) days.  
The date of Substantial Completion as of the date of this Change Order therefore is

This Change Order represents a complete and final resolution of all matters concerning or arising out of the work described in the Change Order, including any impact, delay, disruption and/or acceleration of work unless specifically identified herein.

Scope of Change Order: Additional decking for the Train Depot Roof of \$1,076.00 at \$2.00 per square foot, totaling \$2,152.00

**NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.**

Midwest Storm Restoration  
\_\_\_\_\_  
**CONTRACTOR** (*Firm name*)

City of Parkville, MO  
\_\_\_\_\_  
**OWNER** (*Firm Name*)

8823 Bond Street, Overland Park, KS 66214  
\_\_\_\_\_  
**ADDRESS**

8880 Clark Avenue, Parkville, MO 64152  
\_\_\_\_\_  
**ADDRESS**

\_\_\_\_\_  
**BY** (*Signature*)

\_\_\_\_\_  
**BY** (*Signature*)

Thomas Stratton  
\_\_\_\_\_  
(*Typed name*)

Lauren Palmer, City Administrator  
\_\_\_\_\_  
(*Typed name*)

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**

## CITY OF PARKVILLE Policy Report

Date: May 31, 2016

Prepared By:  
Alysen Abel  
Public Works Director

Reviewed By:  
Lauren Palmer  
City Administrator

**ISSUE:**

Approve the purchase of a new 5085E John Deere Utility Tractor and Land Pride DB2660 Ditch Bank Mower from Heritage Tractor, Inc. for the Operations Division.

**BACKGROUND:**

In 2015, the Capital Improvement Program (CIP) included money available to the Operations Division of Public Works for the purchase of a tractor with cab and extendable arm mower for cutting back trees and heavy brush along rights-of-way. This was not purchased in 2015 and was carried over into the 2016 CIP.

The City released a bid request in April for the purchase of a Utility Tractor and Ditch Bank Mower. On April 28, 2016, the City received two bids for the tractor and mower attachment. The bid tabulation is included in Attachment 1.

The bid request included specifications for both the Utility Tractor and Ditch Bank Mower. Only one of the bidders provided a bid that fit the exact specifications, while the other bid provided comparable products.

**UTILITY TRACTOR:**

	<u>Heritage Tractor</u>	<u>Shuck Implement Co.</u>
Product Bid	John Deere (5085E)	Massey Ferguson (MF4609M)
Engine	4 cylinder, 4.5 L	3 cylinder, 3.3 L
Max. Horsepower	85 HP	90 HP
Hydraulic Pumps	2 hydraulic pumps	1 hydraulic pump
Weight	8,150 pounds	6,845 pounds
Rated Engine Speed	2,200 RPM / 1,716 RPM	2,200 RPM
Service Location	Platte City, MO	Lawrence, KS
Price of Equipment	\$44,545	\$39,675

**DITCH BANK MOWER:**

	<u>Heritage Tractor</u>	<u>Shuck Implement Co.</u>
Product Bid	Land Pride (DB2660)	Woods (SW106 6' Brush Hog)
Tractor	John Deere (5085E)	Massey Ferguson (MF4609M)
Service Location	Platte City, MO	Lawrence, KS
Price of Equipment	\$11,415	\$10,495

## ITEM 4F

For 06-13-16

Board of Aldermen – Finance Committee Meeting

Although Shuck provided the low bid for the tractor and mower attachment, staff recommends purchasing the John Deere tractor, based on the specifications listed above. The following lists the reasons why staff recommends purchasing a John Deere tractor instead of the Massey Ferguson tractor.

- John Deere is a heavier tractor, which gives the tractor more front end weight that helps with pulling of the implements. Massey Ferguson is 1,850 pounds lighter than John Deere, which represents 16% of the total weight.
- John Deere has dual hydraulic pumps, one for running the steering and one for running the implement. Massey Ferguson has a single hydraulic pump.
- John Deere has a 4-cylinder tractor, which will run smoother than a 3-cylinder.
- John Deere has a bigger engine tractor, with 4.5L engine compared to 3.3L.
- John Deere has the ability to switch the engine from 2,200 RPM to 1,716 RPM, to save on diesel fuel consumption.

Based on recommendations from local farmers, as well as state and local municipalities, John Deere is a preferred tractor compared to Massey Ferguson. Landpride is a superior mower attachment based on recommendations from the local dealers, including their competitors. Woods does not have a comparable mower to the Landpride product.

Staff is familiar with John Deere products, with several mowers in the City's fleet being John Deere and serviced by Heritage Tractor. Heritage Tractor provides excellent service to the existing John Deere equipment. If parts are needed for the John Deere tractor or mower attachment, Heritage has parts on hand, or can get parts from another store by the next day. Service at Shuck is unknown, since the City has not worked with them before. Heritage Tractor is located within Platte County. Shuck Implement is located in Lawrence, Kansas.

### BUDGET IMPACT:

The Capital Improvement Program (CIP) includes \$65,000 for the purchase of a tractor with cab and extendable arm mower. Staff recommends purchasing the John Deere option from Heritage Tractor.

- John Deere 5085E Utility Tractor - \$44,545
- Landpride DB2660 Ditch Bank Mower - \$11,415
  - Total Equipment Purchase - \$55,960

Although the purchase of the John Deere tractor and Land Pride mower are more expensive than the alternative products, the purchase of the utility tractor and ditch bank mower is under budget by \$9,040.

### ALTERNATIVES:

1. Approve the purchase of a new 2016 John Deere 5085E Utility Tractor and Land Pride DB2660 Ditch Bank Mower from Heritage Tractor (Platte City, MO) in the amount of \$55,960.
2. Approve the purchase of a new 2016 Massey Ferguson MF4609M and Woods Mechanical Drive Rotary Cutter SW106 6' from Shuck Implement (Lawrence, KS) in the amount of \$50,170.
3. Do not approve the purchase.
4. Postpone the item.

## **ITEM 4F**

*For 06-13-16*

*Board of Aldermen – Finance Committee Meeting*

### STAFF RECOMMENDATION:

Staff recommends authorizing the purchase of a new 2016 John Deere 5085E Utility Tractor and Land Pride DB2660 Ditch Bank Mower from Heritage Tractor in the amount of \$55,960. Based on the specifications, the John Deere tractor and Land Pride mower are superior equipment. The purchase is within the anticipated budget of \$65,000, with a cost savings of \$9,040.

### POLICY:

The Purchasing Policy, Resolution No. 10-02-14, requires the Board of Aldermen to approve all purchases above \$10,000 upon recommendation of the Finance Committee.

### SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve the purchase of a new 2016 John Deere 5085E Utility Tractor and Land Pride DB2660 Ditch Bank Mower from Heritage Tractor, Inc. in the amount of \$55,960.

### ATTACHMENTS:

1. Bid Tabulation
2. Purchase Order

## BID TABULATION

### Utility Tractor and Ditch Bank Mower Equipment

Wednesday, April 27, 2015

10:05 a.m. – Public Works Conference Room

Bidder	TOTAL
Heritage Tractor Platte City, MO	\$44,545.00 * Tractor
	\$11,415.00 * Ditch Bank Mower
	Total \$55,960.00 *
Shuck Implement Lawrence, KS	\$39,675.00 Tractor
	\$10,495.00 Ditch Bank Mower
	Total \$50,170.00

(\* ) Recommended Award of Purchase

**PURCHASE ORDER**  
(non-construction)

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

Date: June 21, 2016

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

**VENDOR** Heritage Tractor  
601 Main Street  
Platte County, MO 64079  
(816) 858-4440      (816) 858-4343  
Phone:                      Fax:

SHIP TO: 9300 NW 45 Highway, Parkville, MO 64152

INVOICE TO: City of Parkville, Attn: Alan Schank, 8880 Clark Avenue, Parkville, MO 64152

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

Vendor agrees to furnish following goods in accordance with the terms and provisions of this Purchase Order Agreement consisting of 6 pages including attachments. Purchaser agrees to pay the total sum of Fifty-five thousand nine hundred sixty Dollars (\$55,960.00) for such materials, subject to any additions or deductions agreed upon in writing. **Freight charges are included in purchase price and sales taxes will not be charged to the Purchaser as a tax exempt entity. Purchaser will provide Vendor with a Tax Exemption Certificate upon request.** Payment is to be made within thirty days after delivery of goods and receipt of invoice. This purchase order is only valid through 30 days.

ITEMS:

John Deere 5085E Utility Tractor and Land Pride DB2660 Ditch Bank Mower

Attachment 1 – Utility Tractor Specifications  
Attachment 2 – Ditch Bank Mower Specifications  
See Attachment "A" – Terms and Conditions  
See Attachment "B" – Insurance Requirements

SCHEDULE OF DELIVERY:

F.O.B. 9300 NW 45 Highway, Parkville, MO 64152

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

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

CITY OF PARKVILLE, MISSOURI. ("Purchaser")

("Vendor")

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **2016 UTILITY TRACTOR SPECIFICATIONS**

5085E Utility Tractor (70 PTO hp) or equivalent utility tractor

Standard Options include:

- English Operators Manual and Decal Kit
- 12F/12R Power Reverse Transmission - 540/540E
- Standard Cab
- Mechanical Suspension Seat
- Deluxe Cornerpost Exhaust
- Dual Stackable Rear SCV's with Lever Control
- Less Mid Valves
- 19.5L - 24 In. 10PR R4 Bias
- MFWD (4 Wheel Drive)
- 12.5/80 - 18 In. 6PR I3 (R4 Type) Bias

Additional Attachments include:

- Hood Guard
- Beacon Light Kit

Other Charges include:

- Freight
- Setup

## **2016 DITCH CUTTER SPECIFICATIONS**

DB2660 Ditch Bank Cutter or equivalent cutter

Standard Options include:

- FRONT DBL CHAIN GUARD DROP
- REAR TAILWHEEL
- SIDE GAUGE WHEEL
- TRACTOR MNTD 540 PTO PUMP
- REAR DBL CHAIN GAURD
- WEIGHT BRACKET

Additional Attachments include:

- REQUIRED HYDRAULIC OIL
- 10 EA. 95 LB. WEIGHTS, OR AS REQUIRED COUNTER BALANCE WEIGHTS

Other Charges include:

- Freight
- Setup

**TERMS AND CONDITIONS FOR CITY OF PARKVILLE PURCHASE ORDER**

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

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

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

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

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

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

7. **Changes:** Purchaser reserves the right to order changes in writing in the goods required hereunder and this Purchase Order shall be modified

accordingly. No change shall be made in this Purchase Order without such written order and no claim of payment by Vendor for extras will be allowed unless such payment and such extra goods are agreed to in writing by Purchaser.

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

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

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

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

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

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

## ATTACHMENT "B"

### INSURANCE REQUIREMENTS

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

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

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

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

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

2.1 All coverages obtained by Vendor, except professional liability if applicable, shall be on an occurrence policy form and not on a claims made policy form.

2.2 The cost of defense of claims shall not erode the limits of coverage furnished.

2.3 Advance notice of cancellation. All insurance certificates will state that all coverages are in effect and will not be canceled without thirty (30) days' prior written notice to Purchaser and other required additional insureds (except for non-payment of premium, for which at least ten (10) days advance notice shall be given to Purchaser) of such insurance and shall contain an endorsement stating the insurers agreement to provide such notice, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms, such as ACORD forms. **A copy of the Notice of Cancellation Endorsement must be furnished to Purchaser prior to delivery of goods.**

2.4 Severability of Interest. All insurance carried shall be endorsed to provide that, inasmuch as this policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.

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

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

2.8 Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers thereunder against Purchaser and all its assigns, subsidiaries, affiliates, employees, insurers and underwriters. A waiver of subrogation shall be effective as to a person or

entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity has an insurable interest in the property damaged.

2.9 Additional Insureds. Purchaser shall be included as additional insureds under Vendor's furnished insurance, for ongoing and completed operations, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/12), under the commercial general liability policy. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING.

2.10 Insurance Primary. All policies of insurance provided pursuant to this article shall be written as primary policies, and not in excess of the coverage of the indemnitee's insurance.

3. No Limitation of Liability. The required coverages referred to and set forth herein shall in no way affect, nor are they intended as a limitation on, Vendor's liability with respect to its performance of this Purchase Order.

4. Patent Liability. Vendor shall protect, defend and save Purchaser harmless from any liability, including costs and expenses, for, or on account of, any patented or unpatented invention, article or appliance manufactured or used in the performance of this Purchase Order, including their use by Owner and further agrees to pay all loss and expense incurred by Purchaser by reason of any such claims or suits, including attorneys' fees.

5. Professional Liability. If any design or other professional services are included in the Purchase Order, Vendor shall purchase, and maintain for a period of three years after the date of Final Completion, insurance covering claims arising out of the performance or furnishing of Design or Professional Services and for claims arising out of allegations of errors, omissions or negligent acts in connection with the Purchase Order. The policy shall be at least as broad as the coverage provided in Design Liability Policy, Member Companies of CNA Insurance, Form G-115692-A (Ed 02/96), with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.

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

## **CITY OF PARKVILLE Policy Report**

Date: May 31, 2016

Prepared By:  
Alysen Abel  
Public Works Director

Reviewed By:  
Lauren Palmer  
City Administrator

ISSUE:

Approve the purchase of a new John Deere MX-8 Pull Type Mower Attachment from Heritage Tractor for the Operations Division of the Public Works Department.

BACKGROUND:

The 2016 Capital Improvement Program (CIP) included money available to the Operations Division of Public Works for the purchase of a mower attachment for mowing rights-of-way. The 96-inch pull behind mower attachment is planned to be used with the existing John Deere 3930 tractor.

The Operation Division plans to use two mowers to mow the rights-of ways in various areas around the City. The pull type mower attachment will mow the majority of the areas. The ditch bank mower attachment will mow the areas with variable grades.

The City released a bid request in April for the purchase of a pull type mower attachment. The bid request was posted on the City's website and disseminated through KC Blueprint service. On April 28, 2016, the City received one bid for the mower attachment. The bid tabulation is included in Attachment 2.

BUDGET IMPACT:

The Capital Improvement Program (CIP) includes \$8,000 for the purchase of a pull type mower attachment. The purchase of the John Deere MX-8 Pull Type Mower Attachment is within budget at \$6,200.

ALTERNATIVES:

1. Approve the purchase of a new John Deere MX-8 Pull Type Mower Attachment from Heritage Tractor in the amount of \$6,200.
2. Do not approve the purchase.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends authorizing the purchase of a new John Deere MX-8 Mower Attachment from Heritage Tractor in the amount of \$6,200.

POLICY:

Per the Purchasing Policy, Resolution No. 10-02-14, the Finance Committee may authorize purchases up to \$10,000.

SUGGESTED MOTION:

I move to approve the purchase of a new John Deere MX-8 Pull Type Mower Attachment from Heritage Tractor, Inc. in the amount of \$6,200.

## **ITEM 4G**

*For 06-13-16*

*Board of Aldermen – Finance Committee Meeting*

### ATTACHMENTS:

1. Bid Tabulation
2. Purchase Order

**BID TABULATION**  
**Pull Behind Attachment**  
Wednesday, April 27, 2015  
10:10 a.m. – Public Works Conference Room

Bidder	TOTAL
Heritage Tractor, Inc. Platte City, MO	\$6,200.00 *

(\*) Recommended Award of Purchase

**PURCHASE ORDER**  
(non-construction)

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

Date: June 13, 2016

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

**VENDOR**      Heritage Tractor  
601 Main Street  
Platte County, MO 64079  
(816) 858-4440      (816) 858-4343  
Phone:                      Fax:

SHIP TO:      9300 NW 45 Highway, Parkville, MO 64152

INVOICE TO:      City of Parkville, Attn: Alan Schank, 8880 Clark Avenue, Parkville, MO 64152

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

Vendor agrees to furnish following goods in accordance with the terms and provisions of this Purchase Order Agreement consisting of 6 pages including attachments. Purchaser agrees to pay the total sum of Six thousand two hundred Dollars ( \$6,200.00 ) for such materials, subject to any additions or deductions agreed upon in writing. **Freight charges are included in purchase price and sales taxes will not be charged to the Purchaser as a tax exempt entity. Purchaser will provide Vendor with a Tax Exemption Certificate upon request.** Payment is to be made within thirty days after delivery of goods and receipt of invoice. This purchase order is only valid through 30 days.

ITEMS:

John Deere MX-8 Pull Type Mower Attachment

See Attachment 1 - Specifications  
See Attachment "A" – Terms and Conditions  
See Attachment "B" – Insurance Requirements

SCHEDULE OF DELIVERY:

F.O.B. 9300 NW 45 Highway, Parkville, MO 64152

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

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

**CITY OF PARKVILLE, MISSOURI.** ("Purchaser")

("Vendor")

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT 1- Detailed Specifications

### **MX8 PULL TYPE ROTARY CUTTER**

MX8 Pull-Type Center Drive Rotary Cutter - 540 RPM PTO or equivalent attachment

Standard Options include:

- Two 12 In. Wheels with 21" x 7" x 12"
- 16 PR Severe Duty Ag Tires
- SMV Emblem and Support

Other Charges include:

- Freight
- Setup

**TERMS AND CONDITIONS FOR CITY OF PARKVILLE PURCHASE ORDER**

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

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

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

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

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

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

7. **Changes:** Purchaser reserves the right to order changes in writing in the goods required hereunder and this Purchase Order shall be modified

accordingly. No change shall be made in this Purchase Order without such written order and no claim of payment by Vendor for extras will be allowed unless such payment and such extra goods are agreed to in writing by Purchaser.

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

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

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

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

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

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

## ATTACHMENT "B"

### INSURANCE REQUIREMENTS

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

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

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

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

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

2.1 All coverages obtained by Vendor, except professional liability if applicable, shall be on an occurrence policy form and not on a claims made policy form.

2.2 The cost of defense of claims shall not erode the limits of coverage furnished.

2.3 Advance notice of cancellation. All insurance certificates will state that all coverages are in effect and will not be canceled without thirty (30) days' prior written notice to Purchaser and other required additional insureds (except for non-payment of premium, for which at least ten (10) days advance notice shall be given to Purchaser) of such insurance and shall contain an endorsement stating the insurers agreement to provide such notice, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms, such as ACORD forms. **A copy of the Notice of Cancellation Endorsement must be furnished to Purchaser prior to delivery of goods.**

2.4 Severability of Interest. All insurance carried shall be endorsed to provide that, inasmuch as this policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.

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

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

2.8 Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers thereunder against Purchaser and all its assigns, subsidiaries, affiliates, employees, insurers and underwriters. A waiver of subrogation shall be effective as to a person or

entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity has an insurable interest in the property damaged.

2.9 Additional Insureds. Purchaser shall be included as additional insureds under Vendor's furnished insurance, for ongoing and completed operations, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/12), under the commercial general liability policy. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING.

2.10 Insurance Primary. All policies of insurance provided pursuant to this article shall be written as primary policies, and not in excess of the coverage of the indemnitee's insurance.

3. No Limitation of Liability. The required coverages referred to and set forth herein shall in no way affect, nor are they intended as a limitation on, Vendor's liability with respect to its performance of this Purchase Order.

4. Patent Liability. Vendor shall protect, defend and save Purchaser harmless from any liability, including costs and expenses, for, or on account of, any patented or unpatented invention, article or appliance manufactured or used in the performance of this Purchase Order, including their use by Owner and further agrees to pay all loss and expense incurred by Purchaser by reason of any such claims or suits, including attorneys' fees.

5. Professional Liability. If any design or other professional services are included in the Purchase Order, Vendor shall purchase, and maintain for a period of three years after the date of Final Completion, insurance covering claims arising out of the performance or furnishing of Design or Professional Services and for claims arising out of allegations of errors, omissions or negligent acts in connection with the Purchase Order. The policy shall be at least as broad as the coverage provided in Design Liability Policy, Member Companies of CNA Insurance, Form G-115692-A (Ed 02/96), with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.

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

## **CITY OF PARKVILLE Policy Report**

Date: June 10, 2016

Prepared By:  
Alysen Abel  
Public Works Director

Reviewed By:  
Lauren Palmer  
City Administrator

ISSUE:

Approve a purchase order with FTC Equipment LLC for the new pump and adapter at the South National Pump Station.

BACKGROUND:

The City of Parkville maintains six pump stations to serve the wastewater needs of the community. The current maintenance routine includes checking all of the pump stations on a regular schedule of at least three times per week.

Each pump station contains two centrifugal pumps that work in together to pump the wastewater to the gravity system. Periodically, pumps need to be repaired, either through regular maintenance or emergency situations. Having the two pumps in the system allows for continuous service for the lift station. However, using only one pump in the system while the other pump is being repaired is taxing on the remaining pump, and increases the chance that the City would have no pumping if a pump failure were to occur.

The 2015 Capital Improvements Program (CIP) included budget available to purchase four spare pumps, these pumps would serve McAfee, River Hills, Pinecrest and South National Pump Stations. On March 17, 2015, the Board of Aldermen approved the purchase of two spare pumps for the McAfee and River Hills pump stations. The spare pump for the Pinecrest Pump Station was deferred because of the discussions with the developer of Lake Point Lodge project. At the time, the City was working with the developer to cost share in a pump upgrade. The South National Pump Station was deferred because of the extent of the improvements necessary on the existing pump station to allow proper pump fit in the pump chamber. The modifications to the South National Pump Station were planned for the 2017 Capital Improvements Program.

On January 19, 2016, the Board of Aldermen approved a contract with Mid-America Pump for the on-call pump maintenance and repair services. The South National Pump Station was one of the first pumps inspected under the preventative maintenance contract with Mid-America Pump. The inspection found issues with one of the two pumps at the South National Pump Station. The repair is outside the scope of the routine maintenance contract.

Staff received a quote from Mid-America Pump for the repair of the existing Flygt pump at the South National Pump Station. The cost of the repair of the Flygt pump was \$12,157.72, while the cost for a new pump was \$29,959.21. Since the South National Pump Station was planned for modifications in 2017, repairing the existing pump or purchasing a new pump would temporarily serve the pump station until the modification can be completed.

Staff investigated other alternatives for the repair to the South National Pump Station. One alternative is to purchase a new ABS pump with a pump adapter to fit the existing pump station configuration. The ABS pump could be incorporated into the design of the future pump station modifications.

## ITEM 4H

For 06-13-16

Board of Aldermen - Finance Committee Meeting

The ABS pump would be a sole source purchase since the manufacturer has designated service areas for its vendors. FTC is the local representative for ABS pumps. The company provided a quote of for a new ABS pump and adapter for \$10,417.26. This quote does not include freight or installation. The estimated cost with freight and installation would be about \$11,500. A formal quote will be obtained prior to the June 21<sup>st</sup> Board of Aldermen meeting.

### BUDGET IMPACT:

The estimated cost for the pump and adapter, including installation, is \$11,500. The 2016 Capital Improvement Program (CIP) includes \$6,200 for the design of the new pumps and controls for the 45 Hwy Pump Station, with the construction scheduled for 2017. This project may be deferred until 2017 to allow budget capacity for the purchase of a new pump at the South National Pump Station. The remaining \$5,300 is available in the Sewer Fund operating budget for pump stations maintenance (30-501.06-12-00).

### ALTERNATIVES:

1. Recommend that the Board of Aldermen approve the purchase order with FTC Equipment LLC for the new pump and adapter for the South National Pump Station.
2. Recommend that the Board of Aldermen approve the work authorization with Mid-America Pump for the repair of the existing pump at the South National Pump Station.
3. Provide alternative direction to staff.
4. Postpone the item.

### STAFF RECOMMENDATION:

Due to the condition of the existing pump, a repair or replacement is needed for the pump station to work properly. Staff recommends purchasing a new ABS pump and adapter to assist with the short-term pumping needs at the South National Pump Station. The new pump can then be used in the future pump station modifications.

### POLICY:

The Purchasing Policy, Resolution No. 10-02-14, requires the Board of Aldermen to approve all purchases above \$10,000 upon recommendation of the Finance Committee.

### SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve a purchase order with FTC Equipment LLC for the new pump and adapter for the South National Pump Station in an estimated amount of \$11,500.

### ATTACHMENTS:

1. Purchase Order for New Pump
2. Quote from FTC Equipment (new ABS pump)
3. Quote from Mid-America Pump (repair Flygt pump)

**PURCHASE ORDER**  
(non-construction)

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

Date: June 21, 2016

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

**VENDOR** FTC Equipment, LLC  
5238 Winner Road  
Kansas City, MO 64127  
Phone: (816) 833-7200 Fax: (816) 833-1074

SHIP TO: South National Pump Station, 10327 Magnolia Ln, Parkville, MO 64152

INVOICE TO: Parkville City Hall, Attn: Richard Wilson, 8880 Clark Ave., Parkville, MO 64152

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

Vendor agrees to furnish following goods in accordance with the terms and provisions of this Purchase Order Agreement consisting of 6 pages including attachments. Purchaser agrees to pay the total sum of **Eleven thousand five hundred** Dollars (**\$11,500.00**) for such materials, subject to any additions or deductions agreed upon in writing. **Freight charges are included in purchase price and sales taxes will not be charged to the Purchaser as a tax exempt entity. Purchaser will provide Vendor with a Tax Exemption Certificate upon request.** Payment is to be made within thirty (30) days after delivery of goods and receipt of invoice.

ITEMS:

1 - ABS Model XFP101G-VX.6 PE230/2, Premium Efficient Motor, 460 V, 3 PH, 31 HP, Vortex Impeller

1 – Guide Rail Adapter, 4” discharge, (2” rails), AFP to Flygt (Includes SS Hardware Kit)

1 – SS Kellum Grip (for 1” OD Cable)

1 – CA462 110-230V-AC Seal Leak/Overtemp relay, din rail mounted, includes built in MiniCAS converter

1 – Wiring and Start-Up Services

Freight and Installation included

See Attachment "A" – Terms and Conditions  
See Attachment "B" – Insurance Requirements

SCHEDULE OF DELIVERY:

F.O.B. South National Pump Station, 10327 Magnolia Lane  
Parkville, Missouri 64152

Delivery to be scheduled with City Plant Operator, Richard Wilson, at  
(816) 891-0003.

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

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

**CITY OF PARKVILLE, MISSOURI.** ("Purchaser")

**FTC EQUIPMENT, LLC.** ("Vendor")

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**TERMS AND CONDITIONS FOR CITY OF PARKVILLE PURCHASE ORDER**

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

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

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

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

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

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

construction project, termination of the Purchase Order, acceptance of work, or final payment to Vendor.

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

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

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

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

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

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

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

## ATTACHMENT "B"

### INSURANCE REQUIREMENTS

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

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

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

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

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

2.1 All coverages obtained by Vendor, except professional liability if applicable, shall be on an occurrence policy form and not on a claims made policy form.

2.2 The cost of defense of claims shall not erode the limits of coverage furnished.

2.3 Advance notice of cancellation. All insurance certificates will state that all coverages are in effect and will not be canceled without thirty (30) days' prior written notice to Purchaser and other required additional insureds (except for non-payment of premium, for which at least ten (10) days advance notice shall be given to Purchaser) of such insurance and shall contain an endorsement stating the insurers agreement to provide such notice, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms, such as ACORD forms. **A copy of the Notice of Cancellation Endorsement must be furnished to Purchaser prior to delivery of goods.**

2.4 Severability of Interest. All insurance carried shall be endorsed to provide that, inasmuch as this policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.

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

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

2.8 Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers thereunder against Purchaser and all its assigns, subsidiaries, affiliates, employees, insurers and underwriters. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity has an insurable interest in the property damaged.

2.9 Additional Insureds. Purchaser shall be included as additional insureds under Vendor's furnished insurance, for ongoing and completed operations, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/12), under the commercial general liability policy. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING.

2.10 Insurance Primary. All policies of insurance provided pursuant to this article shall be written as primary policies, and not in excess of the coverage of the indemnitee's insurance.

3. No Limitation of Liability. The required coverages referred to and set forth herein shall in no way affect, nor are they intended as a limitation on, Vendor's liability with respect to its performance of this Purchase Order.

4. Patent Liability. Vendor shall protect, defend and save Purchaser harmless from any liability, including costs and expenses, for, or on account of, any patented or unpatented invention, article or appliance manufactured or used in the performance of this Purchase Order, including their use by Owner and further agrees to pay all loss and expense incurred by Purchaser by reason of any such claims or suits, including attorneys' fees.

5. Professional Liability. If any design or other professional services are included in the Purchase Order, Vendor shall purchase, and maintain for a period of three years after the date of Final Completion, insurance covering claims arising out of the performance or furnishing of Design or Professional Services and for claims arising out of allegations of errors, omissions or negligent acts in connection with the Purchase Order. The policy shall be at least as broad as the coverage provided in Design Liability Policy, Member Companies of CNA Insurance, Form G-115692-A (Ed 02/96), with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.

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

# FTC Equipment, LLC

5238 Winner Road  
Kansas City, MO 64127

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

# Quote

Date	Estimate #
6/9/2016	8542

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	FTC Job #
Net 30	House	Factory	

Qty	U/M	Item	Description	Rate	TOTAL
			Facility: South National PS Location: Flygt Pump Replacement		
			Existing Equipment: Flygt: CP3170HT/NP3171HT		
1	EA	Pump Package	Replacement Pump Package	10,417.26	10,417.26
1	EA	XFP101G-VX.6-PE230/2	ABS XFP101G VX.6 PE230/2, Premium Efficient Motor, 460 V, 3 PH, 31 HP, Vortex Impeller	0.00	0.00
1	EA	62665304	Guide Rail Adapter, 4" discharge, (2" rails), AFP to Flygt	0.00	0.00
1		Misc	(Includes SS Hardware Kit)		
1	EA	16907006	SS Kellum Grip (For 1" OD Cable)	0.00	0.00
1		Misc	CA462 110-230V-AC Seal Leak/Overtemp relay, din rail mounted, includes built in MiniCAS converter	0.00	0.00
1		Misc	Wiring and Start-Up Services	0.00	0.00
			Note: This price would be the same for either pump		
			Note: Does not include freight		
			Note: Does not include installation		
			Pump Availability:		
			XFP101G-CB1.4-PE185/2: 2 in factory stock		
			XFP101G-VX.6-PE230/2: ~3 Weeks		
			All Other Items: Stock		

We appreciate the opportunity to be of service to you!  <b>TERMS AND CONDITIONS:</b> 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.	<b>Subtotal</b>	\$10,417.26
	<b>Sales Tax (8.35%)</b>	\$0.00
	<b>TOTAL</b>	\$10,417.26



5600 Inland Drive  
 Kansas City, Kansas 66106  
 Phone 913-287-3900  
 Fax 913-287-6641

# REPAIR PROPOSAL

SKP: **5361**

Customer PO #:

Prepared By #: **Brad Saul**

Date: **5/23/2016**

Repair Estimate: **\$12,157.72**

Replacement Price: **\$29,959.21**

Estimated Delivery:

## Customer Information

### Bill To:

### Contact Info:

### Ship To:

Company Name: **City of Parkville**

Address: **WWTP**

City: **Parkville**

State/Zip Code: **MO**

First Name: **Richard**

Last Name: **Wilson**

Phone: **(816) 215-5690**

Fax:

Company:

Address:

City:

State/Zip Code:

## Description of Problem

This is for repair of one of the Nationals lift station pumps, that was pulled when station was PM'd.

## Pump Information

Pump Make: **Flygt**

Model: **3170.090-6060**

Style: **Submersible pump**

Pump RPM:

Motor RPM: **1800**

Seal

Packing

Serial No: **0050007**

HP: **30**

Voltage: **460**

Coupling:

## Repair Description

Upon inspection we found that the: power cable is extremely spongy and wet, megs bad; terminal board megs and meters bad; impeller was worn slightly; wear rings are grooved/worn slightly, but only have .086 clearance; seal oil was dirty/watery; lower seal faces are grooved/smeared/cracked; upper seal faces are worn/smeared; lower bearing is washed out and rough; stator is a little wet but megs and meters good; upper bearing is contaminated/rough; shaft fits at the lower seal area, lower bearing and upper bearing are either pitted or grooved.

Appears that the water entered in through the end of the power cable and around the grommet because of the cable being so spongy. This caused water to build up in the cable and around the terminal board, causing them to short to ground and cause the pump to trip out.

### Repair to include:

New Repair kit - bearings, mechanical seals, orings, bearing protectors

New Power cable and grommet

Wash, bake and testing of the stator

Machine work to repair the lower seal, lower and upper bearing fits

Labor to inspect; clean up and assemble; install and test

MLS and truck charges

**\*\*Adder for new wear rings is \$837.08, this is not included the repair cost\*\***

**\*\*\*If you would like to use an after market repair kit, please deduct \$2189.65 from the repair total, this would make the repair \$9968.07\*\*\***

**\*\*Does not include anything not listed above, please see terms and conditions to the right\*\***

## Application Information

Pumpage:

Head:

Flow:

Temp:

Viscosity:

Specific Gravity:

Hazardous  Rotation Left

MSDS  Rotation Right

## Terms and Conditions

- 1 Freight Charges Not Included
- 2 Taxes Not Included
- 3 Expedite Fees Not Included
- 4 Payment Terms - Net 30
- 5 Warranty Period - 90 Days
- 6 Proposal Vaild for 30 Days
- 7 Teardown/Inspection/Field Service Hours/MLS will be charged if Equipment is Not Repaired or Replaced through Mid-America Pump



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

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## **CITY OF PARKVILLE Memorandum**

**Date:** June 6, 2016

**To:** Mayor and Board of Aldermen

**From:** Lauren Palmer, City Administrator

**CC:** Department Heads

**RE: 2016 Parkville in Art**

The Missouri Valley Impressionist Society, the Parkville Area Chamber of Commerce and the Cathy Kline Art Gallery are co-hosting the 2016 Parkville in Art event. This is the fifth year of the plein air painting competition that brings artists into the community to create paintings done outside entirely on location. A series of painting events will be held in conjunction with Parkville Days on August 19 – 21. Aside from designated award events, artists are instructed to paint anywhere within the zones from the the baseball fields in English Landing Park (south), to the intersection of Route 9 and Main Street (north), to the east side of Park University (east) and to the Bluffs neighborhood (west). Subject matter may be anything within sight as long as the artist is within the boundaries.

On September 21, 2015, the Finance Committee approved the sponsorship of a purchase award for the 2015 Parkville in Art event in the amount of \$550.00. Sponsors of purchase awards may pre-purchase a piece of art with a specific theme or subject to paint. Artists then compete for the award by painting works consistent with the subject or theme. The sponsor selects the winner from among the eligible entries for that purchase award. For the City's award, artists were instructed to paint elements that are distinctly identifiable within Parkville. The 2015 winning selection is on display in the Board Room at City Hall.

Upon request of the Chamber of Commerce, and after consulting with Mayor Johnston, I agreed to have the City sponsor a second purchase award in 2016. The award amount is the same at \$550 which is within my purchasing authority and consistent with prior direction. When the Finance Committee discussed the event last year, the consensus was that the City could over time amass a small collection of Parkville-themed art to display in City Hall. This is an affordable way to collect original art for a public space and to support a local tourism event.

The Mayor and City Clerk are working with the Chamber on the event details and the selection process for the City's award. Additional information will be provided to the Board of Aldermen as available. Please let me know if you have question in the meantime.

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