



## Request for Proposals: Regular HVAC maintenance and on-call HVAC services

The City of Parkville, Missouri (“City”) is pleased to issue this Request for Proposals (“RFP”) for regular HVAC maintenance and on-call HVAC services.

### 1. INTRODUCTION

The City of Parkville is a fourth-class city located in the southern portion of Platte County, Missouri along the Missouri River. The population of Parkville was 5,554 at the 2010 census. Parkville is home to Park University, Parkville Commons, English Landing Park, the National Golf Club, Riss Lake, and the historic downtown Main Street area.

The City of Parkville is accepting proposals for regular HVAC maintenance and on-call HVAC services at Parkville City Hall (8880 Clark Avenue, Parkville, MO). The duration of the contract will be one year with the option to extend the contract for two (2) additional one year terms.

Proposals clearly labeled “Proposal for regular HVAC maintenance and on-call HVAC services” will be received until **Wednesday, June 24, 2016** at Parkville City Hall no later than 5:00 PM Central Time. Proposal instructions and service specifications are below.

### 2. SCOPE OF SERVICES

- Provide regular HVAC maintenance and on-call HVAC services to the City of Parkville on the following equipment:

Listed equipment					
Unit #	Equipment	Make	Model #	Size	Location
RTU1	RTU	Trane	TCD600A40	50 Ton	Roof
RTU2	RTU	Trane	TSC120A4RNA	10 Ton	Roof
EF1	Exhaust Fan	Greenheck	GB-071-4	225 CFM	Roof
EF2	Exhaust Fan	Greenheck	GB-121-4	1175 CFM	Roof
UH1	Unit Heater	Berko	HUH-AA527	5 KW	Garage
UH2	Unit Heater	Berko	HUH-AA527	5 KW	Garage
SS1	Split System	Mitsubishi	MCW-52	2 Ton	Garage & IT Room

- A sample annual maintenance plan can be found in Attachment A. The City is open to revisions to Attachment A as recommended by the proposer for performance and/or cost effectiveness.

As a result, the city is willing to accept a variety of different proposals. A successful proposer will submit:

- An annual maintenance plan for the listed equipment
- A fee schedule for:
  - Regular HVAC maintenance per service appointment
  - On-call HVAC services (regular hours, after-hours, emergency, etc...)

### **3. PROPOSAL AND EVALUATION CRITERIA**

#### **A. Instructions to Applicants:**

1. The response to this RFP should be delivered as follows: Three (3) hard copies plus one (1) electronic PDF file version (on a CD or flash drive) shall be submitted to the address below in a sealed package clearly marked to the attention of Tim Blakeslee and must be received at the address below by 5:00 PM Central Time on June 24, 2016.

Tim Blakeslee  
Assistant to the City Administrator  
City of Parkville  
8880 Clark Ave.  
Parkville, MO 64152  
(816) 741-7676

2. Any proposals received after the specified date and time will be rejected and returned unopened. Proposals may not be modified or withdrawn after the submittal deadline. However, a respondent may withdraw one's proposal from the selection process at any time prior to the submittal deadline. The City reserves the right to extend the time for submittals.
3. Additional promotional materials/brochures may be included in addition to the proposal but may not substitute for any of the content requirements of the proposal itself. This additional material need not be submitted in an electronic format.
4. The City reserves the right to request a change in any proposed sub-consultants, if applicable.
5. The City reserves the right to waive any irregularities and/or reject any and all submittals. The City is under no obligation to award a contract to any firm submitting a proposal.
6. The City shall not be responsible for any costs incurred in the preparation, submittal, and presentation of proposals.
7. All materials submitted shall become the property of the City and shall be subject to the laws and regulations relating to the disclosure of public information. No guarantee of privacy or confidentiality is offered or implied.

#### **B. Proposal Requirements and Evaluation Criteria**

The following are the contents that all proposals must include. All the listed criteria should be addressed completely and should follow, as closely as possible, the order and format in which it is

listed below. These categories and criteria will be major considerations in the evaluation and determination of the most qualified and capable firm(s). Note: The sequence of the listing is not intended to reflect relative weight of each category.

1. Cover Letter:

The cover letter should briefly state the understanding of the work to be performed, and a statement as to why the company believes it is best qualified to perform the services. The cover letter should also include the name(s) of the person(s) authorized to represent the proposer, title, address, and telephone number.

2. Related Experience and References:

Proposal shall include the name, address and telephone number of three to five clients for whom services similar to those described in this Request for Proposals have been performed. Proposal shall also include a brief description of the past services provided for each reference.

3. Understanding and Approach to the Work:

Proposal shall describe the approach to the scope of services described in Section 2 of this RFP, including providing an annual maintenance plan for the listed equipment. This criterion will be evaluated based on the proposer's understanding of the City's objectives and ability to demonstrate a process that efficiently and effectively achieves the desired outcomes.

4. Fee:

a. Annual Service:

i. Proposal shall provide a fixed cost per service appointment for regular HVAC maintenance on the listed equipment in the scope of services based on an annual maintenance plan designed by the proposer.

b. On-Call Service:

i. Proposal shall also provide a fee schedule for each category proposed for on-call service (i.e. regular hours, after-hours, emergency, etc...) based on the listed equipment identified in the scope of services.

Proposal should clearly state basis for the proposed fee/s (hourly, lump sum, by task, other) and the method for billing additional services beyond the initial scope of service. The fee proposal shall itemize the methodology for billing reimbursable expenses such as travel, production of documents, purchase of data, etc. The City reserves the right to negotiate a final fee and scope of work as part of contract negotiations following the selection process.

5. Disclosure

Proposal will disclose any professional or personal financial interest which could be a possible conflict of interest in contracting with the City. Proposal shall further disclose all current and unresolved litigations, arbitrations, or mediations of the company.

6. Compliance with Professional Services Agreement

The City's standard Professional Services Agreement is included as Attachment B to this Request for Proposals. Proposer shall thoroughly review the agreement and state an ability to comply with its terms and/or state any terms for which it will request re-negotiation.

4. **PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held at Parkville City Hall on Friday, June 10, 2016 at 10:00 AM Central Time.

5. **PROPOSED PROCESS AND TIMELINE (SUBJECT TO CHANGE)**

May 27, 2016	RFP issued and posted on the City of Parkville website
June 10, 2016	Pre-Proposal Conference at Parkville City Hall
June 24, 2016	Receipt of proposals due by 5:00 PM Central Time
June 27, 2016	A selection committee comprised of city officials will evaluate the proposals and select a preferred company to begin contract negotiations. If multiple companies have exceptional Proposals, the selection committee will select a short-listed group of finalists for interviews, if necessary.
Week of June 27	Preferred company or companies are notified of selection and contract negotiations
June 11, 2016	Finance Committee takes action on recommended contract(s)
July 19, 2016	Board of Aldermen takes action on recommended contract(s)
July 20, 2016	Notice to Proceed

By submitting a proposal in response to this RFP, the respondent expresses its intent to comply with the established timeline. In addition, the respondent accepts the evaluation process and methodology, as well as acknowledges and accepts that the determination of "the most qualified and capable" firm(s) will require subjective judgments by the selection committee and the City. Thank you in advance for your interest in the City of Parkville.

6. **ATTACHMENT**

Attachment A: Sample Regular Maintenance Plan  
Attachment B: Professional Services Agreement

## Attachment A: Sample Regular Maintenance Plan

### APPENDIX B - EQUIPMENT TASKING PROCEDURE

#### PACKAGED ROOFTOP UNIT –SPRING AND FALL MAINTENANCE INSPECTION

1. Check power supply operation
2. Check volts/amps of compressors
3. Check volts/amps of condenser fan motors
4. Check starters and contact surfaces
5. Check operating temperatures
6. Check refrigerant charge
7. Check moisture indicators
8. Check site-glasses
9. Check oil level
10. Check oil contamination
11. Change oil, where applicable
12. Check all belts, where applicable
13. Check all safety controls
14. Check superheat and adjustment
15. Check hot gas by-pass controls
16. Check head pressure controls
17. Check unloader operation, where applicable
18. Check all operating controls
19. Check and tighten all electrical connections
20. Lube motors/bearings, where applicable
21. Check and clean condenser coil
22. Check water-cooled condenser
23. Check water-regulating valve
24. Check compressor efficiency
25. Check cap tubes/piping for chafing
26. Check crankcase heaters
27. Visual Check for oil/refrigerant leaks
28. Check fan wheels - clean, as required
29. Check fan scrolls - clean as required
30. Check fan sheave wear
31. Check fan sheave alignment
32. Check fan-bearing alignment
33. Check fan-bearing supports
34. Check motor supports
35. Check motor hold-down bolts
36. Check damper operations
37. Check damper linkages
38. Check damper motor operation
39. Check and clean coils - as required
40. Check and clean condensate pans
41. Check and clean condensate pumps
42. Check air filters
43. Check humidifier strainer
44. Check humidifier hand valves
45. Check and clean humidifier float assembly
46. Check humidifier level controls
47. Check and clean humidifier drain/pan
48. Check humidifier-heating elements
49. Check all humidifier controls
50. Check and clean outside air intakes
51. Check expansion valve bulb clamp
52. Check unusual noises/vibrations
53. Check cabinetry/hardware conditions
54. Check structural integrity of unit
55. Check and clean pilot assembly.
56. Check ignition system for proper operation.
57. Inspect burner assembly / clean.
58. Inspect heat exchanger
59. Check combustion fan.
60. Inspect flue, draft diverter and clean air screen (Spring only).
61. All pertinent maintenance complete

## **PACKAGED ROOFTOP UNIT – SUMMER AND WINTER MAINTENANCE INSPECTION**

1. Check power supply operation
2. Check volts/amps of compressors
3. Check volts/amps of condenser fan motor where applicable
4. Check starters and contact surfaces
5. Check operating temperatures
6. Check moisture indicators
7. Check site glasses
8. Check oil level
9. Check all belts where applicable
10. Check all safety controls
11. Check all operating controls
12. Check and tighten all electrical connections
13. Lube motors/bearings, where applicable
14. Check and clean condenser coil where applicable
15. Check cap tubes/piping for chafing
16. Visual Check for oil/refrigerant leaks
17. Check fan wheels - clean, as required
18. Check fan scrolls - clean, as required
19. Check fan sheave wear
20. Check fan sheave alignment
21. Check fan-bearing alignment
22. Check damper operation
23. Check damper linkages
24. Check and clean coils, as required
25. Check and clean condensate pans
26. Check and clean condensate pumps, where applicable
27. Check air filters
28. Check expansion valve bulb clamp
29. Check unusual noises/vibrations
30. Check cabinetry/hardware conditions
31. Check structural integrity of unit
32. Check and clean pilot assembly.
33. Check ignition system for proper operation.
34. Inspect burner assembly / clean.
35. Inspect heat exchanger (Spring and Fall only.)
36. Check combustion fan.
37. Inspect flue, draft diverter and clean air screen (Spring only).
38. All pertinent maintenance complete

**SPLIT SYSTEM UNIT – ANNUAL  
MAINTENANCE INSPECTION**

1. Check volts/amps of compressors
2. Check volts/amps of condenser fan motor where applicable
3. Check starters and contact surfaces
4. Check operating temperatures
5. Check refrigerant charge
6. Check moisture indicators
7. Check site glasses
8. Check all belts where applicable
9. Check and tighten all electrical connections
10. Lube motors/bearings where applicable
11. Check and clean condenser coils once per year
12. Visual Check for oil/refrigerant leaks
13. All pertinent maintenance complete

**SPLIT SYSTEM UNIT – OPERATIONAL  
MAINTENANCE INSPECTION**

1. Check volts/amps of compressors
2. Check volts/amps of condenser fan motor where applicable
3. Check starters and contact surfaces
4. Check operating temperatures
5. Check refrigerant charge
6. Check moisture indicators
7. Check site glasses
8. Check all belts where applicable
9. Check all safety controls
10. Check and tighten all electrical connections
11. Lube motors/bearings where applicable
12. Check condenser coil where applicable
13. Check outside air intakes
14. All pertinent maintenance complete

## **EXHAUST FAN – ANNUAL MAINTENANCE INSPECTION**

1. Check blade pitch operation where applicable
2. Check rotary union where applicable
3. Inspect/lube blade links where applicable
4. Inspect/lube spherical bearing where applicable
5. Lube spider hub assembly where applicable
6. Check/clean fan assembly
7. Lube fan bearings
8. Lube motor bearings
- ~~9. Check belts & sheaves - adjust as applicable~~
10. Tighten all nuts/bolts/mounting hardware
11. Check motor mounts and vibration pads
12. Check motor volts/amps
13. Check and tighten all electrical connections
14. Check contactors/relays, etc.
15. Lube/adjust associated dampers
16. Check fan operation
17. Check structural integrity of assembly

## **UNIT HEATERS – ANNUAL MAINTENANCE INSPECTION**

1. Brush or vacuum grilles, coils, fan, etc.
2. Lubricate fan and motor bearings where applicable
3. Check belts and sheaves where applicable
4. Check/clean drains, pans, condenser pumps
5. Check/clean strainers where applicable
6. Check steam traps, valves, etc. where applicable
7. Check and tighten all electrical connections
8. Check all control operations
9. Lube and adjust dampers and linkages
10. Check unit-operating conditions
11. Check heat exchanger for leaks where applicable
12. Check gas valve and controls where applicable
13. Check oil burner and controls where applicable
14. Check and tighten electric heater connections
15. Check amps/volts where applicable
16. Check filters
17. Check fan assembly
18. Lube fan and motor bearings as required
19. Check motor volts/amps
20. Check/adjust belts and sheaves
21. Check burner interlock controls
22. Check tighten all mounting hardware
23. Check overall operation
24. Check and tighten electrical connections
25. Check operating controls
26. Check thermometer accuracy
27. Check hardware and gaskets
28. Check overall operation
62. Check and clean pilot assembly.
63. Check ignition system for proper operation.
64. Inspect burner assembly / clean.
65. Inspect heat exchanger (Spring and Fall only.)
66. Check combustion fan.
67. Inspect flue, draft diverter and clean air screen  
(Spring only)

**Attachment B: Professional Services Agreement**

PROFESSIONAL SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this \_\_\_\_\_, 2016 by and between the CITY OF PARKVILLE, MISSOURI (“City”) and \_\_\_\_\_ (“Service Provider”).

WHEREAS, the City periodically requires heating, ventilation, and air conditioning (HVAC) support and assistance, and such services arise on both a regular maintenance schedule and on an irregular basis; and

WHEREAS, the City has budgeted funds for regular HVAC maintenance and on-call HVAC services as necessary to meet the needs of Parkville City Hall; and

WHEREAS, Service Provider has the necessary staff and qualifications to provide such regular HVAC maintenance and on-call HVAC services to the City; and

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

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 heating, ventilation, and air conditioning (HVAC) support and assistance services provided by the Service Provider in accordance with this Agreement.
- B. Service Provider agrees to perform and complete the following Services:
  - i. Complete annual maintenance plan outlined in Exhibit A and on-call HVAC services as requested.
  - ii. If a definable scope and work product can be identified and described in writing, Service Provider will prepare a Work Authorization Form (WA Form) using the template labeled as Exhibit B, attached hereto and incorporated by reference, which shall contain a written list of work tasks and an estimated number of hours to complete the Services.
  - iii. Once approved by City in writing, Service Provider will complete the services set forth in the WA Form. Unless amended in writing by City, Service Provider’s estimate of hours and price shall not be exceeded.

- iv. 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. If conditions arise which constitute a change in scope to a WA Form, Service Provider will bring this situation to the attention of City staff as soon as possible, and if mutually acceptable the scope of work and the WA Form will be revised. Service Provider is not eligible for compensation for changes in scope unless approved in writing through a revision to the WA Form.
- C. Service Provider shall provide Additional Services under this Agreement only upon written request of the City and only to the extent defined and required by the City. Any additional services or materials provided by the Service Provider without the City's prior written consent shall be at the Service Provider's own risk, cost, and expense, and Service Provider shall not make a claim for compensation from the City for such work.

## II. STANDARD OF CARE

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

## III. COMPENSATION

- A. As consideration for providing the Services, the City shall pay Service Provider as follows:
  - a. Annual maintenance plan service will be billed at a fixed cost of \$\_\_\_\_\_ per service appointment as outlined in Exhibit A.
  - b. On-call services will be billed at the hourly rate of \$\_\_\_\_\_ per hour.
  - c. Service Provider is not entitled to reimbursement for miscellaneous expenses including but not limited to travel, transportation, postage, without prior written approval from the City.
  - d. Service Provider is not entitled to hourly compensation for work that is not associated with the direct provision of Services, such as overhead tasks including preparing WA Forms, submitting invoices, and travel time.
  - e. Hourly service rate shall be in 15-minute increments.

- B. Service Provider shall submit an itemized invoice to the City on the first day of each month that details the hours spent on Services with descriptions of the work performed in the previous month immediately prior. The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Service Provider of the nature of the dispute regarding the balance.
- C. Service Provider shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

#### **IV. SCHEDULE**

- A. Unless otherwise directed by the City, Service Provider shall commence performance of the Services upon execution of this Agreement.
- B. Annual maintenance shall be completed within the timeframe(s) outlined in Exhibit A. On-call services shall be completed within the schedule documented in each WA Form.
- C. Neither the City nor the Service Provider shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.
- D. If Service Provider's performance is delayed due to delays caused by the City, Service Provider shall have no claim against the City for damages or payment adjustment other than an extension of time to perform the Services.

#### **V. LIABILITY AND INDEMNIFICATION**

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

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

**VI. INSURANCE**

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

Service Provider agrees that any documents, materials and work products produced in whole or in part through it under this Agreement, any intellectual property rights of Service Provider therein

(collectively the "Works") are intended to be owned by the City. Accordingly, Service Provider hereby assigns to the City all of its right title and interest in and to such Works.

**IX. RELATIONSHIP OF THE PARTIES**

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

**X. NOTICES**

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

City of Parkville  
Attn: City Administrator  
8880 Clark Ave.  
Parkville, MO 64152

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

Vendor Contact Information

**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 service agreement shall be for one year, and may be renewed for two additional one year terms upon written notice by the City at least 30 days prior to expiration of the then current term.
- C. Notwithstanding Article XI, Paragraph B, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days written notice to the Service Provider. The City shall compensate Service Provider for the Services that

have been completed to the City's satisfaction as of the date of termination. Service Provider shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

**XII. RESOLUTION OF DISPUTES**

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

specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

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

### **XIII. MISCELLANEOUS PROVISIONS**

- A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- B. Assignability. Service Provider shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Service Provider from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- C. Media Announcements. Service Provider shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City.
- D. Compliance with Local Laws. Service provider shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- E. Equal Employment Opportunity. During the performance of this Agreement, Service Provider agrees as follows:
  - i. Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
  - ii. Service Provider will, in all solicitation or advertisements for employees placed by or on behalf of 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 be in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform Services related to this Agreement, and that its employees 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 scope of work associated with this Agreement or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- I. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Service Provider, and attached hereto.
- J. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- K. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- L. Third Parties. The Services to be performed by the Service Provider are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

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

Selected Vendor

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

Name of Vendor Principal  
Principal

EXHIBIT A

Annual maintenance plan: **TO-BE-DETERMINED FOLLOWING PROPOSAL RECEIPT AND CONTRACT NEGOTIATION**

Unit #	Equipment	Make	Model #	Size	Location
RTU1	RTU	Trane	TCD600A40	50 Ton	Roof
RTU2	RTU	Trane	TSC120A4RNA	10 Ton	Roof
EF1	Exhaust Fan	Greenheck	GB-071-4	225 CFM	Roof
EF2	Exhaust Fan	Greenheck	GB-121-4	1175 CFM	Roof
UH1	Unit Heater	Berko	HUH-AA527	5 KW	Garage
UH2	Unit Heater	Berko	HUH-AA527	5 KW	Garage
CU1 & FCU1	Split System	Mitsubishi	MCW-52	2 Ton	Garage & IT Room



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

### City of Parkville Work Authorization for Repair and Maintenance

Date:

Issued to:

**Project/Work Description**

Title:

Scope of Work/Purpose:

**Schedule and Price**

Project Start Date:

Estimated Completion Date:

Latest Acceptable Date:

Estimated Cost:

Expenditure Limit:

Budget Account Code:

Sample Contract

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

Name/Title:

Signature:

Company:

Date:

**Authorization**

Department Head:

Date:

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

Date:

Mayor (if over \$2,500):

Date:

**For Internal Staff Use Only**

(initial each item and file with executed work authorization)

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

- Certificate of Insurance that demonstrates compliance with the Terms and Conditions
- Valid business license
- Furnish a project-specific tax exemption certificate (if applicable for materials purchases)

## **MAINTENANCE AND REPAIR SERVICES TERMS AND CONDITIONS**

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

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

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

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

9. Contractor's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance. The City reserves the right to request qualifications and/or reject service from any and all employees of the Contractor.
10. None of the work or services covered by the work authorization shall be subcontracted without the prior written approval of the City.
11. The Contractor warrants to the City that materials and equipment furnished under the work authorization will be of good quality and new unless the work authorization permits otherwise. The Contractor further warrants that the work will be free from defects. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor or its subcontractors or suppliers, improper or insufficient maintenance or improper operation. If required by the City, the Contractor shall furnish satisfactory evidence as to

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

24. Prevailing Wages (If needed for scope of work per Work Authorization):
- 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.

Prevailing Wages attachments included if needed based on scope of work per Work Authorization.

- Exhibit "F-1"
- Exhibit "F-2"
- Exhibit "F-3"
- Exhibit "F-4"

**CONDITIONAL FINAL WAIVER OF LIEN AND RELEASE OF CLAIMS**

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

The "Property": \_\_\_\_\_

Description of the "Project": \_\_\_\_\_

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

Payment Request Amount: \$ \_\_\_\_\_

Certificate

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

1. The amount requested for labor performed and equipment and material supplied on this Project or in connection with the Property reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto concerning work to be performed on the Property (hereinafter the "Contract").
  
2. No labor, equipment or materials have been supplied by the undersigned to the Project which have not been included in the applications for payment submitted to date, under any agreement, verbal or written, or any arrangements of any type whatsoever, except as specifically noted here:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

Final Waiver and Release of Claims

NOW, THEREFORE, the undersigned, contingent upon the issuance, final clearance and payment of \$\_\_\_\_\_, which the undersigned irrevocably and unconditionally releases and waives any and all mechanic's liens or other liens or right to claim any and all mechanic's liens or other liens against the Property. Additionally, the undersigned waives and releases any other claims against the Owner, its sureties or on any bonds, or any other claims of any kind whatsoever in connection with this Contract and with the Property. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any lien, bond, claims or suits in connection with the materials, labor, and everything else in connection with this Contract.

Dated \_\_\_\_\_, 20\_\_.

CONTRACTOR: \_\_\_\_\_

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

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

State of \_\_\_\_\_)

County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

\_\_\_\_\_

NOTARY SEAL

Notary Public in and for said County and State