



## **Finance Committee Agenda**

February 8, 2016

8:00 AM

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

- 1. Call to Order**
- 2. Financial Updates**
- 3. Action Items**
  - A. Approve the minutes from the January 11, 2016, meeting
  - B. Approve a professional services agreement with Spark Management Consultants for assistance with the creation of the 9 Highway Community Improvement District (Administration)
  - C. Approve a work authorization with Spaces, Inc. to purchase and install two workstations at City Hall (Administration)
  - D. Approve a land use and waste disposal agreement with Damon Pursell Construction for use of its property for the annual clean-up events
  - E. Approve the purchase of a 2016 Ford F-350 4x4 Super Duty truck from Thoroughbred Ford for the Public Works Department (Public Works)
  - F. Approve a small construction services agreement with Midwest Storm Restoration for the Train Depot roof replacement (Public Works)
- 4. Non-Action Items**
- 5. Unfinished Business (postponed from prior meetings)**
- 6. Other Business**
- 7. Adjourn**



**Finance Committee Meeting**  
**January 11, 2016 – 8:00 a.m.**  
Executive Chambers - Boardroom

**Minutes**

**1. CALL TO ORDER**

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

- **Members Present:** Chair Jim Werner, Vice Chair Marc Sportsman and Diane Driver
- **Aldermen Present:** Dave Rittman
- **City Staff Present:** City Administrator Lauren Palmer, Public Works Director Alysén Abel, Police Chief Kevin Chrisman, Finance/Human Resources Director Matthew Chapman, Assistant to the City Administrator Tim Blakeslee and City Clerk Melissa McChesney
- **Others Present:** City Engineer Jay Norco

**2. FINANCIAL UPDATES**

**3. ACTION ITEMS**

**A. Approve the minutes from the December 7, 2015 meeting**

**Diane Driver moved to approve the December 7, 2015 minutes. Marc Sportsman seconded; motion passed 3-0.**

**B. Approve a maintenance agreement with Mid America Pump LLC for on-call pump maintenance and repair services**

Public Works Director Alysén Abel stated the action requested was to approve a multi-year service agreement with unit prices locked for the duration of the contract. There were 15 pumps at six lift stations and the maintenance would prolong the life of the pumps. Abel said the contract would also include emergency services when needed and a service log would be provided for each pump. A bid request was released in November and three bids were received, including pricing for routine and emergency work. Abel added that staff asked for sample reports from each bidder. Staff determined that Mid America Pump LLC was the low bidder based on two realistic scenarios. City Engineer Jay Norco said he had worked with the vendor in the past and had positive comments.

**Driver moved to approve a maintenance agreement with Mid-America Pump LLC for the on-call pump maintenance and repair services. Sportsman seconded; motion passed 3-0.**

**C. Approve Work Authorization No. 55 with North Hills Engineering for the Sanitary Sewer Repairs Phase 3 project**

Public Works Director Alysén Abel stated that North Hills Engineering is the City's on-call engineering service provider. Data was accumulated by closed circuit television (CCTV) since 2007 and was used to prioritize projects. Abel added that Phase 1 was completed in 2010 and Phase 2 was approved in 2015 and was still underway. Staff was ready to proceed to Phase 3 which included design preparation, bidding and construction administration to repair sewer lines and manholes in areas downtown west of Main Street, as well as Park University, the Platte Hills Woodland View area and Hamilton Lane. Abel said the estimated cost of the project was \$290,000 and the engineering services would be completed in early 2016 while the bidding would be completed later in the year in order to get better pricing.

City Engineer Jay Norco stated that the sewer lines would be videoed when the project was completed to verify it was done properly and to create a record. He said that the project would involve detective work in the downtown area because of all the unknowns and the hope was to

avoid digging up the streets like had been done in the past. Norco added that the work could get done in 2016 but it was carried over to the 2017 Capital Improvement Program.

**Driver moved to recommend the Board of Aldermen approve Work Authorization No. 55 with North Hills Engineering for the Sanitary Sewer Repairs Phase 3 project in the amount of \$30,975. Sportsman seconded; motion passed 3-0.**

**D. Approve Work Authorization No. 54 with North Hills Engineering for the 2016 closed circuit television and sewer cleaning project**

Public Works Director Alysén Abel said that data collected since 2007 was used to prioritize sewer projects and the entire system would be reviewed every eight years. She added that the scope included data review, ratings, map updates and project management.

**Driver moved to approve Work Authorization No. 54 with North Hills Engineering for the 2016 CCTV and sewer cleaning project in the amount of \$7,725. Sportsman seconded; motion passed 3-0.**

**4. NON-ACTION ITEMS**

**A. Building Maintenance Update**

Assistant to the City Administrator Tim Blakeslee explained that in November 2015 staff catalogued maintenance projects at City Hall and the remaining budget capacity was used to implement some of the projects in 2015. Projects included ordering parts for broken chairs, repairing the north entryway heater, fixing the sink in the Police Department, cleaning of all the windows, heating and cooling and generator maintenance and pest control. He added that staff was working on a mat cleaning service with new logo mats. The requests for proposals that were received on January 4 for building maintenance would be reviewed by staff.

Vice Chair Sportsman asked about maintenance on the grounds of City Hall and Public Works Director Alysén Abel responded that the 2016 budget included an additional seasonal park position that would be used to take care of the property outside the building.

**B. Community Assistance Fund Report**

Police Chief Kevin Chrisman provided highlights from 2015, noting that Boyd McGathy was a contributor that helped with the beginning and ending balances. He said that approximately \$3,600 was spent on Shop with a Cop. The new policy helped to provide notice to more people which helped to get five online donations. Chrisman thanked the staff and elected officials that helped with the event and appreciated their cooperation and spirit. In addition, the Police Department held a breakfast for donors to the program. His staff also held a luncheon at Park Village apartments and those who could not attend were visited by the officers.

Chrisman said that next year his staff would look at a Back to School program in the fall, involvement with school lunches and a bike rodeo to distribute bicycle helmets and to teach bike safety. He added that staff would also pursue other options to give back to the community.

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

**6. OTHER BUSINESS**

City Administrator Lauren Palmer said that based on year-end reports from Platte County, the assessments for the Brush Creek Drainage and Brink Meyers Neighborhood Improvement Districts were the same as paid in 2015 from the same property owners. She also said that City Treasurer Steve Berg said that early revenues were coming in satisfactorily and the interfund loan transfer from the Emergency Reserve Fund had been repaid.

Palmer said that the Main Street Parkville Association (MSPA) returned the check for the City's share of the People Energizing Places grant from the Missouri Main Street Connection. She added that staff would keep it because the MSPA was optimistic that they could get the grant back.

Vice Chair Sportsman requested information on the dead tree behind the McKeon Stage and Assistant to the City Administrator said the public voted for the eagle as the design. Public Works Director Alysen Abel said staff was working on concepts with a local chainsaw artist.

**7. ADJOURNMENT**

**Driver moved to adjourn the meeting at 8:38 a.m. Sportsman seconded; motion passed 3-0.**

Submitted by:

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

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

## **CITY OF PARKVILLE Policy Report**

Date: Tuesday, February 2, 2016

Prepared By:  
Lauren Palmer  
City Administrator

Reviewed By:  
Melissa McChesney  
City Clerk

ISSUE:

Approve a professional services agreement with Spark Management Consultants for assistance with the creation of the 9 Highway Community Improvement District (CID).

BACKGROUND:

On December 1, 2015, the Board of Aldermen approved the final development plan for QuikTrip (QT) Store No. 0189 subject to conditions. One of the conditions of approval was execution of a memorandum of understanding (MOU) requiring QT to participate in a special financing district to help fund future off-site traffic improvements, including projects recommended in the Route 9 Corridor Study (adopted January 5, 2016). Staff worked with legal counsel to draft a petition and other supporting documents to create the 9 Highway Community Improvement District (CID). Before finalizing the district boundaries and the terms of the petition, additional input is needed from property owners who would potentially be impacted.

State statute requires a CID petition to be signed by property owners that (1) collectively own at least 50% of the assessed value of the real property within the district and (2) are more than 50% per capita of all owners of real property within the district. Staff has identified as many as 30 property owners who may be asked to participate in the district. It will take considerable time to contact each owner and, if needed, arrange individual phone calls and meetings to provide information regarding the formation of the district. Neither City nor Parkville Economic Development Council (PEDC) staff has adequate capacity to devote to this work without sacrificing other regular duties. Therefore, staff recommends engaging a consultant.

Staff initially approached CFS Engineers and BNIM Architects for a proposal because of their familiarity with the project from their work on the Route 9 Corridor Study. The initial fee proposal was for \$19,000. Staff negotiated a reduced scope, with a maximum of 18 property owner contacts, for \$11,440. Thinking this fee was still excessive for the work, staff requested a proposal from Robert Heacock, founder and principal of Spark Management Consultants. Mr. Heacock is a former city manager (most recently in Independence, MO) with 28 years of municipal government experience. He has worked on several economic development initiatives involving special taxing districts, including the Events Center CID and Noland Road CID in Independence. He is familiar with the Community Improvement District Act and the petitioning process. The City Administrator was aware that Mr. Heacock is currently providing economic development services for Platte City and may be able to propose an affordable fee to Parkville due to the proximity of work. Based on experience and affordability, staff recommends approving the attached professional services agreement.

The scope of work is divided into three tasks. Task 1 involves preparation of a marketing and communication strategy for approaching owners about creation of the CID. The Board of Aldermen will have the opportunity to review and approve the strategy before the consultant begins task 2. During task 2, the consultant will present CID petition materials to five to seven priority owners identified by the City to review the project benefits and determine if owners want to participate in the CID. Based on the feedback from those initial property owners, the City will

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## **ITEM 3B**

*For 02-08-16*

*Board of Aldermen – Finance Committee Meeting*

make a determination whether or not to proceed with task 3. Task 3 involves contacting additional property owners (up to 20 total) to determine if there is adequate support to create the district and, if so, to make a good faith effort to collect signatures and deliver a fully executed petition to the City. The scope includes an hourly fee for additional services if the City decides that more property owner contacts are warranted.

### BUDGET IMPACT:

The agreement is for a lump sum amount of \$5,000 that will be paid incrementally upon the completion of defined tasks. Staff recommends fronting the cost from the professional services item in the Administration division of the General Fund (10-501.08-02-02). This expense qualifies as a formation cost as defined in the draft 9 Highway CID Petition. Therefore, if the CID is created, the expense may be reimbursed to the City in 2017 from funds generated by the CID.

### ALTERNATIVES:

1. Approve the professional services agreement with Spark Management Consultants as proposed.
2. Approve the professional services agreement subject to changes directed by the Finance Committee.
3. Direct staff to conduct a competitive process to consider other consultant proposals (estimated 30-60 day delay).
4. Do not authorize the requested services and provide alternative direction to staff.
5. Postpone the item.

### STAFF RECOMMENDATION:

Staff recommends approving the professional services agreement with Spark Management Consultants in the amount of \$5,000, for assistance with the creation of the 9 Highway Community Improvement District.

### POLICY:

The Purchasing Policy, Resolution No. 10-02-14, authorizes the Finance Committee to approve expenditures up to \$10,000 when a staff recommendation with the relevant background information and a budget impact are provided. A competitive selection process is not required for engagements costing up to \$2,500. For professional service agreements with a value of more than \$2,500, a Request for Proposals (RFP) or Request for Qualifications (RFQ) process should be utilized to select a vendor. However, the policy makes an exception for projects for which a professional firm has already been involved in preliminary work. Staff anticipated using representatives from the Route 9 Corridor Study consultant team for this work due to familiarity with the project. However, an acceptable fee could not be negotiated. Due to the limited scope of work, staff recommends deviating from policy and forgoing an RFP/RFQ process.

### SUGGESTED MOTION:

I move to approve a professional services agreement with Spark Management Consultants in the amount of \$5,000, for assistance with the creation of the 9 Highway Community Improvement District.

### ATTACHMENTS:

1. Proposed Professional Services Agreement
  2. Robert Heacock Resume
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## ECONOMIC DEVELOPMENT PROFESSIONAL SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this 8th day of February, 2016 by and between the CITY OF PARKVILLE, MISSOURI (“City”) and Spark Management Consultants of Blue Springs, MO (“Service Provider”).

WHEREAS, the City requires assistance to meet with affected property owners regarding the petition to create the 9 Highway Community Improvement District (“Project”); and

WHEREAS, Service Provider 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 economic development 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 Services described in the Exhibit A – Scope of Services and Fees, attached hereto and incorporated by reference.
- 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.

### **II. STANDARD OF CARE**

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

### **III. COMPENSATION**

- A. As consideration for providing the Services, the City shall pay Service Provider as follows:
  - a. Services will be billed in incremental amounts upon completion of specified tasks outlined in Exhibit A.
  - b. Service Provider is not eligible for reimbursement for miscellaneous expenses including travel, transportation, postage, etc. except as provided in Exhibit A.
- B. Service Provider shall submit an itemized invoice to the City upon the completion of each specified task that details the Services that were provided, as well as any other charges or reimbursements to which the Service Provider is entitled by this Agreement. The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed

invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Service Provider of the nature of the dispute regarding the balance.

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

**IV. SCHEDULE**

- A. Unless otherwise directed by the City, Service Provider shall commence performance of the Services upon execution of this Agreement.
- B. Services shall be completed within the timeframe(s) outlined in Exhibit A – Scope of Services and Fees.
- 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 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:
  - i. Is licensed to do business in the State of Missouri;
  - ii. Carries a Best's policy holder rating of A or better; and
  - iii. 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.

**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
  - [lpalmer@parkvillemo.gov](mailto:lpalmer@parkvillemo.gov)
- A. Notices sent by the City shall be sent to:
  - Spark Management Consultants
  - Attn: Robert Heacock
  - P. O. Box 691
  - Blue Springs, MO 64013
  - [Robert@sparkmgt.com](mailto:Robert@sparkmgt.com)

**XI. TERM AND TERMINATION**

- A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.
- B. The term of this Agreement shall be until all Services are satisfactorily completed and accepted by 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 at least ten (10) days written notice to the Service Provider. The City shall compensate Service Provider for the Services that have been completed to the City's satisfaction as of the date of termination at the rates set forth on Exhibit A, or if the appropriate compensation of services performed through the date of termination is not set forth on Exhibit A, on a pro-rata basis determined by the percentage of completion of services as described on Exhibit A. Service Provider shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

**XII. RESOLUTION OF DISPUTES**

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

to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

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

### **XIII. MISCELLANEOUS PROVISIONS**

- A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- B. Assignability. Service Provider shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Service Provider from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- C. Media Announcements. Service Provider shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City.
- D. Compliance with Local Laws. Service provider shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- E. Equal Employment Opportunity. During the performance of this Agreement, Service Provider agrees as follows:
  - i. Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
  - ii. Service Provider will, in all solicitation or advertisements for employees placed by or on behalf of Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
  - iii. Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not

apply to contracts or subcontracts for standard commercial supplies or raw materials.

- F. Authorized Employees. Service Provider acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Service Provider therefore covenants that it will not knowingly be in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform Services related to this Agreement, and that its employees can lawfully to work in the United States.
- G. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Service Provider shall take appropriate steps to assure compliance.
- H. Interest of Service Provider and Employees. Service Provider covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the scope of work associated with this Agreement or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- I. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Service Provider, and attached hereto.
- J. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- K. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- L. Third Parties. The Services to be performed by the Service Provider are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

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

SPARK MANAGEMENT CONSULTANTS

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

Robert Heacock  
Founder & Principal

## EXHIBIT A

### SCOPE OF WORK AND FEES

**Overview:** The City seeks to establish the 9 Highway Community Improvement District (CID) pursuant to Section 67.1401 through 67.1571 of the Revised Statutes of Missouri (the Community Improvement District Act). The CID will assist in the funding of the construction of certain improvements which generally include public improvements along Missouri 9 Highway and Missouri 45 Highway. Anticipated Improvements to be carried out during the first five years of the District may include roadway and related infrastructure improvements on 9 Highway as identified in the Route 9 Corridor Study Report adopted by the Board of Aldermen on January 5, 2016.

#### **Services:**

Task 1 – Gain a basic familiarity of the Route 9 Corridor Study, the proposed improvements, and the advantages of creating the 9 Highway CID. Review materials related to the creation of the CID. Consult with city staff as needed to understand the challenges and opportunities of the project. Prepare a marketing and communication strategy for approaching property owners about the district (deadline – March 4, 2016). City staff will present the strategy to the Board of Aldermen for review and approval on or before March 15, 2016.

Task 2 - Present petition materials to five to seven (5-7) priority property owners identified by the City to review the project benefits and determine if owners want to participate in the CID. Present results to city staff following contact with priority property owners. Deadline: May 1, 2016.

Task 3 – Upon completion of Task 2, the City will make a determination whether or not to proceed to Task 3 based on the likelihood of success of the CID petition and satisfactory performance by the Service Provider. If authorized in writing by the City, Service Provider will present petition materials to up to fifteen (15) additional property owners (not to exceed twenty (20) owners total between tasks 2 & 3). If there is adequate support from property owners, on or before July 1, 2016, the Service Provider will make a good faith effort to deliver to the City a fully executed petition to form the CID pursuant to 67.1421.3 RSMo. The Service Provider will not be penalized for circumstances beyond his control, such as but not limited to, inadequate property owner support to create the CID or delayed signatures due to the need to obtain final approval from a remote/corporate office.

#### **Fees:**

Compensation will be paid in incremental lump sum amounts upon completion of specified tasks as follows:

Task 1 – One thousand dollars (\$1,000)

Task 2 – One thousand dollars (\$1,000)

Task 2 – Three thousand dollars (\$3,000)

TOTAL- Five thousand dollars (\$5,000)

**City Responsibilities:** The City is responsible for supporting the service provider as follows

- Provide Service Provider with names and contact information for property owners.
- Assign a point of contact to meet with Service Provider as needed to answer questions and provide guidance on the Scope of Work.
- Provide the legal assistance required to draft and finalize the petition and related documents.

- Coordinate with the Service Provider to gather signatures for those property owners who will be approached directly by the City and not the Service Provider.
- To the extent possible, provide financial analysis of estimated revenue streams and cost impact to individual property owners due to participation in the CID.
- As needed, and in the City's sole discretion, engage members of the Route 9 Corridor Study consultant team to meet with the Service Provider and/or selected properties to address questions of a technical nature regarding proposed improvements.
- Upon request, provide photocopies or handouts of materials related to the Route 9 Corridor Study and 9 Highway CID for distribution to property owners.

**Additional Services:** The City may, in its sole discretion, request Additional Services pursuant to Article I, Section D of the Agreement. Additional Services may include, but are not limited to, meetings with additional properties (beyond the initial twenty (20)) in order to expand the boundaries of the CID. Additional Services will be billed at the hourly rate of ninety dollars (\$90) per hour, subject to other provisions regarding compensation outlined in Article III of the Agreement. Service Provider will also be entitled to reimbursement for daily trip mileage from the home office (Independence, MO) to Parkville City Hall (28 miles one-way) at a rate of fifty-seven cents (\$0.57) per mile. To the extent practical, meetings will be scheduled on the same day in order to reduce mileage costs.

# Robert E. Heacock

2405 Ponca Avenue South  
Independence, MO 64057

(816) 813-1011 Cell  
robert@sparkmgt.com

## Highlights of Qualifications

- M.A. in Public Administration (Financial Management concentration), 28 years experience in state and municipal government management
- Considerable ability and experience partnering with residents, community and regional organizations to improve the quality of government services
- Strong educational background and experience in all aspects of municipal budgeting, strategic planning, program development and evaluation, labor relations and economic development

## Professional Experience

- November 2015 to Present:      **Consultant Administrator**, Interim Public Mgt, City of Sunset Hills, MO
- September 2015 to Present:      **Founder/Principal**, Spark Management Consultants, LLC
- August 1998 to August 2015:      **Assistant City Manager/Acting City Manager 3-04/City Manager 9-04**  
*City of Independence, Missouri*
- March 1995 to August 1998:      **City Administrator**, *City of Harrisonville, MO*
- April 1989 to March 1995:      **Budget & Evaluations Analyst/Health Program Analyst/ Management Analyst (Public Works)**, *City of Minneapolis, MN*
- July 1987 to April 1989:      **Fiscal & Program Analyst**, *State of Illinois, Bureau of the Budget*

## Administration and Financial Management

- Direct responsibility for the management oversight of all operations of a full service city with approximately 1,200 employees, including five unions representing seven work groups. In addition to traditional city services, management experience history includes oversight of municipal electric, storm water, airport, tourism, health and event center operations.
- Experienced with all aspects of municipal financial management, including revenue and expense forecasting, rate setting, auditing, and development and oversight of financial/budget policies.
- Developed and presented a combined operating and capital budget for the City of Independence (2015-16) of more than \$305 million. Emphasized transparency and availability of documents.
- Successfully identified and implemented budget reduction and revenue enhancement measures.

## **Growth Management and Economic Development**

- Worked with local and state economic development agencies to not only retain a significant employer and 190 existing jobs but the addition of a projected 70 new jobs and \$130 million in capital investment.
- In May, 2014, received notification that Independence achieved a Class 2 Rating from the ISO Public Protection Classification program, one of only 10 cities in the State of Missouri with that distinction.
- Initiated changes in subdivision regulations and internal review procedures aimed at clarifying development requirements, in order to encourage well-managed commercial and residential growth.
- Developed operating and capital budgets that balanced new construction with the evaluation and maintenance of existing infrastructure. Example – initiated a small water line replacement program for the Independence Water Department aimed at enhancing service in older areas, along with a long-range plant and transmission/distribution infrastructure plan to address future growth needs.
- In 2014 completed the conversion of all 11,320 sodium vapor and mercury vapor street lights in Independence to LED, becoming the first city in the country to do so over 100 thousand in population.

## **Experience in Policy and Program Innovation**

- Achieved consistent record of recognition for excellence in various programs including: top 10 most technology-advanced cities in America (12 years) Center for Digital Government; Groundwater Guardian Community (13 years); Tree Line USA designation (15 years); Tree City USA (15 years); Ingram's Magazine City of Distinction award (2013); KC Business Journal Impact Award for Efficiency (2011) and Healthiest Employers (2013); Silver medal Berkeley Springs Water Tasting Contest (2013).
- Created the Neighborhood Code Compliance Program (NCCP), the 2008 Missouri Municipal League Innovation Award winner, which removes tons of trash and debris from targeted neighborhoods and has increased voluntary compliance rates from an average of around 50% to above 90%.
- Collaborated with City staff and area residents to develop a storm water system improvement program, which resulted in passage of a sales tax ballot initiative in August 2000, which more than doubled repairs and maintenance, and produced numerous capital improvements. It was renewed in perpetuity in 2010.
- Created the Veteran's History Hall in 2006. Located in the Truman Memorial Building this features exhibits donated by veterans and their families and videotaped interviews with Independence men and women that served in our armed forces as a legacy for future generations.

## **Community and Business Involvement**

- Established excellent working relationships with elected officials, directors, labor representatives, school officials, and other outside agencies by utilizing a collaborative management approach.
- Extensive experience with collective bargaining, contract negotiations and dispute resolution.
- Served as Executive board member Independence Council for Economic Development; Ex-Officio board member Independence Chamber of Commerce; Independence Kiwanis.

## **Education**

- **M.A., Public Administration**, University of Minnesota, Minneapolis, MN (1987)
- **B.A., Political Science, Speech, Religion**, St. Olaf College, Northfield, MN (1984)
- Leadership Academy for Local Government Executives, University of Kansas, Department of Public Administration, Lawrence, KS (2001)
- Program on Negotiation – Negotiating Labor Agreements, Harvard University Law School, Cambridge, MA (April 2000)

## **Other Information**

Current professional affiliations include International City/County Management Association (ICMA); Missouri City Management Association (MCMA)

Recipient of the Outstanding Assistant Award for Excellence in Leadership (2001), presented by the Missouri City Management Association (MCMA)

Recipient of the Distinguished Service Award, Independence Chamber of Commerce (2007)

## **References**

Mrs. Marcie Gragg, Council member, City of Independence MO (816) 813-0340

Mr. Roy Obermiller, former Alderman, City of Harrisonville MO (816) 380-5115

Mr. Eric Johnson, City Administrator, City of Blue Springs MO (816) 935-2599

Mr. Steve Mauer, Attorney for a number of area municipalities, Kansas City MO (816) 674-3244

## **CITY OF PARKVILLE Policy Report**

Date: Wednesday, February 3, 2016

Prepared By:  
Tim Blakeslee  
Assistant to the City Administrator

Reviewed By:  
Lauren Palmer  
City Administrator

ISSUE:

Approve a work authorization with Spaces, Inc. to purchase and install two workstations in an amount of \$4,437.79.

BACKGROUND:

Parkville City Hall was built in 2007 with partial proceeds from the 2006 Certificates of Participation (COP). City Hall is approximately 22,000 square feet and is home to Administration, Community Development, Municipal Court, Police, Sewer Billing, and Public Works. City Hall also serves as the meeting place for numerous city boards and is the leased home of the Parkville Economic Development Council (PEDC).

The cubicle area on the upper/east side of the building is home to six employees (three full-time Community Development employees, one part-time Community Development employee, one full-time Public Works assistant, and one part-time construction inspector). However, there are currently only four practical workstations available for employee use. The part-time inspector is using a small desk placed against the wall in the east supply hallway and the part-time planner is using the Community Development conference room. All other City Hall offices and workspaces are occupied by other employees.

Staff considered three options for building reconfiguration (Attachment 1):

- Option 1 is the addition of two modular workstations in the current cubicle area on the upper/east side of the building. Option 1 is simplest and least costly solution to solve current workspace needs. It does not limit any future changes proposed by Option 2 or 3. (Staff's Recommendation).
- Option 2 involves reconfiguration of the Public Works Conference Room to add additional workstations and closure of the sewer billing area to create a new conference room. While not shown on the diagram, Option 2 also includes the workstations in Option 1.
- Option 3 is an open floor plan redesign of the east side of the building. This option would create the most room for additional workstations. While not shown on the diagram, Option 3 also includes the workstations in Option 1.

As a result, staff proposes the addition of two modular workstations at City Hall in order to both more effectively accommodate current employees and prepare for the future possibility of additional employees/interns (Attachment 2). The proposal received from Spaces, Inc. includes two modular workstations and associated installation for \$4,437.79. A draft of the work authorization can be found in Attachment 3.

Staff determined that Spaces, Inc. is the only local vendor that supplies and installs this particular brand of workstation. The proposed workstations match the rest of the workstations in City Hall. Staff believes it is important to have matching workstations to more easily allow for future modular expansion and to simplify any citywide upgrades/repairs. Staff research shows that the prices being proposed by Spaces, Inc. are comparable if not slightly lower than the matching units online.

## **ITEM 3C**

*For 02-08-16*

*Board of Aldermen – Finance Committee Meeting*

### BUDGET IMPACT:

The 2016 General Fund includes \$20,000 for Building Maintenance and Repair (10-501-06-01-00). The proposal received from Spaces, Inc. includes two modular workstations and associated installation for \$4,437.79. Other minor expenses associated with workstation construction include the installation of electricity, internet and phone lines to the new workstations. These small projects can be done in-house or under our current IT contract.

### ALTERNATIVES:

1. Approve a work authorization with Spaces, Inc. for the purchase and installation of two workstations in the amount of \$4,437.79.
2. Do not approve the work authorization.
3. Postpone the item.

### STAFF RECOMMENDATION:

Staff recommends the Finance Committee approve a work authorization with Spaces, Inc. for the purchase and installation of two workstations.

### POLICY:

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

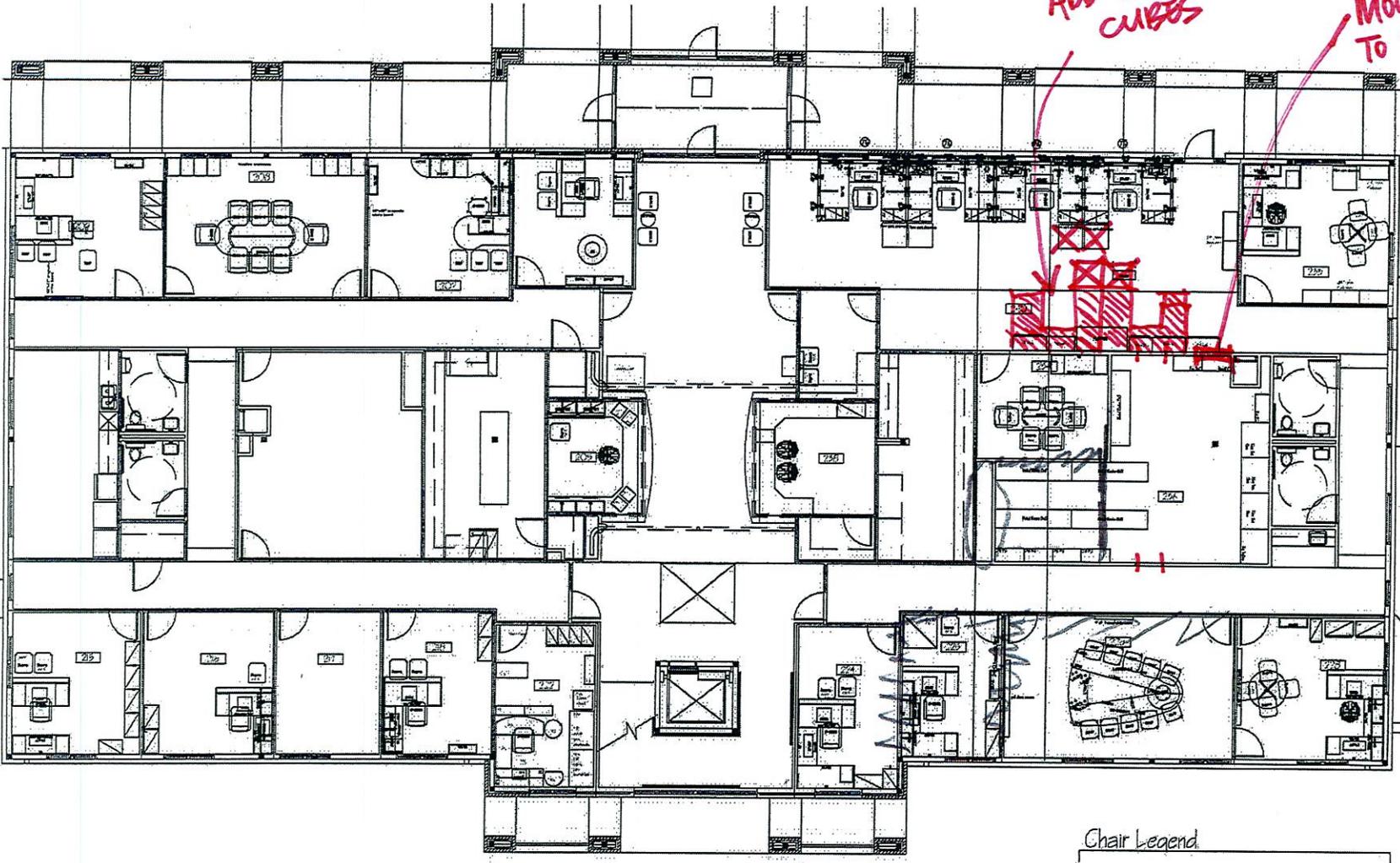
### SUGGESTED MOTION:

I move to approve a work authorization with Spaces, Inc. for the purchase and installation of two workstations in an amount of \$4,437.79.

### ATTACHMENTS:

1. Proposed Building Reconfigurations
2. Workstation Design
3. Work Authorization

OPTION 1



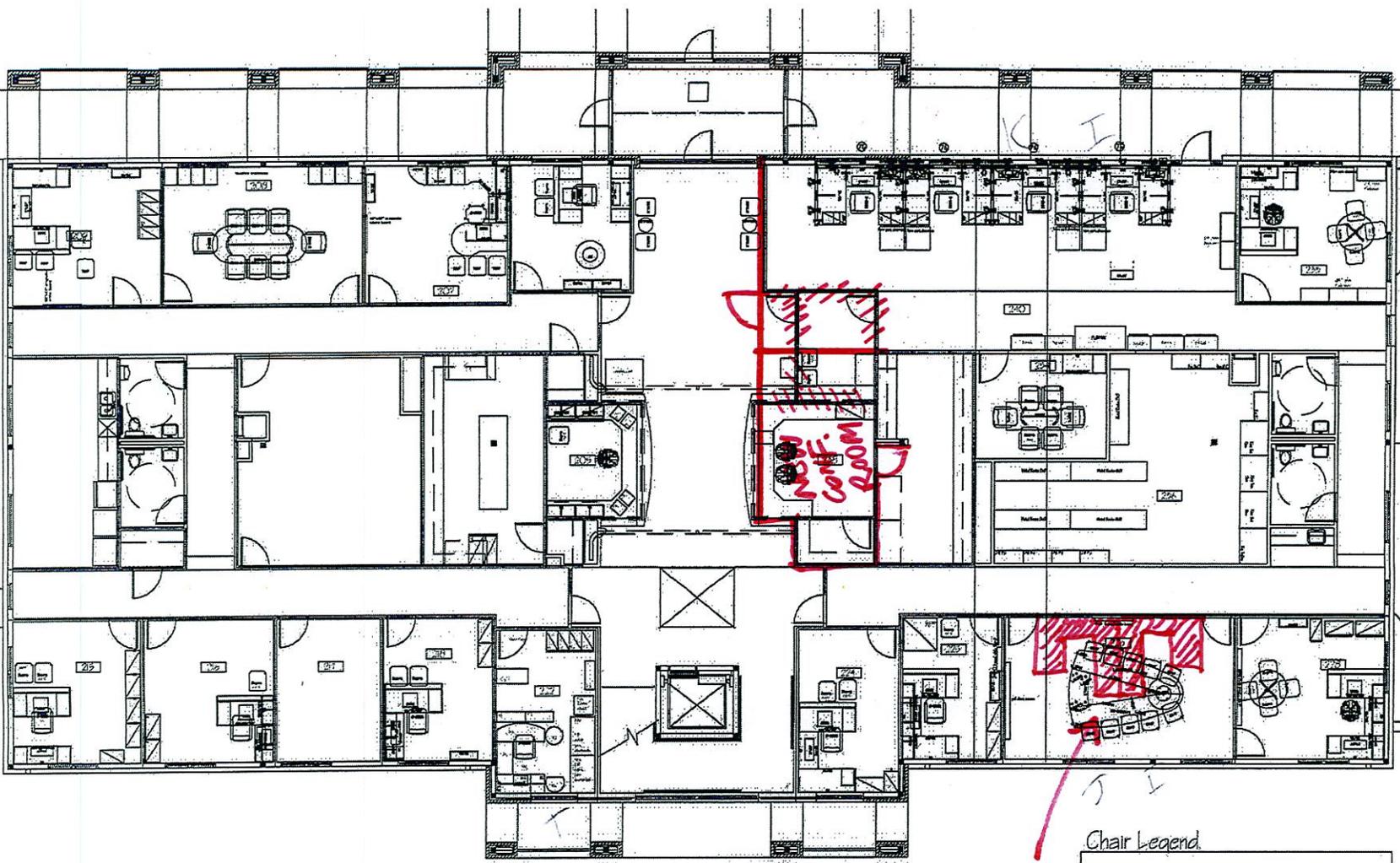
Approved By: \_\_\_\_\_  
 Date: 11/28/06  
 Drawn By: HLH  
 Scale: 3/16" = 1'-0"  
 Install: 00.00.00

PARKVILLE CITY HALL  
 PARKVILLE, MO  
 MAIN PLAN FLOOR 2

6601 HAUSER DRIVE LEXENA, KS 66215  
 PH: 913.894.8900 FAX: 913.894.8990

WEB: WWW.SPACESINC.COM

OPTION 2



2 NEW OFFICES OR CUBES

PARKVILLE CITY HALL  
 PARKVILLE, MO  
 MAIN PLAN FLOOR 2

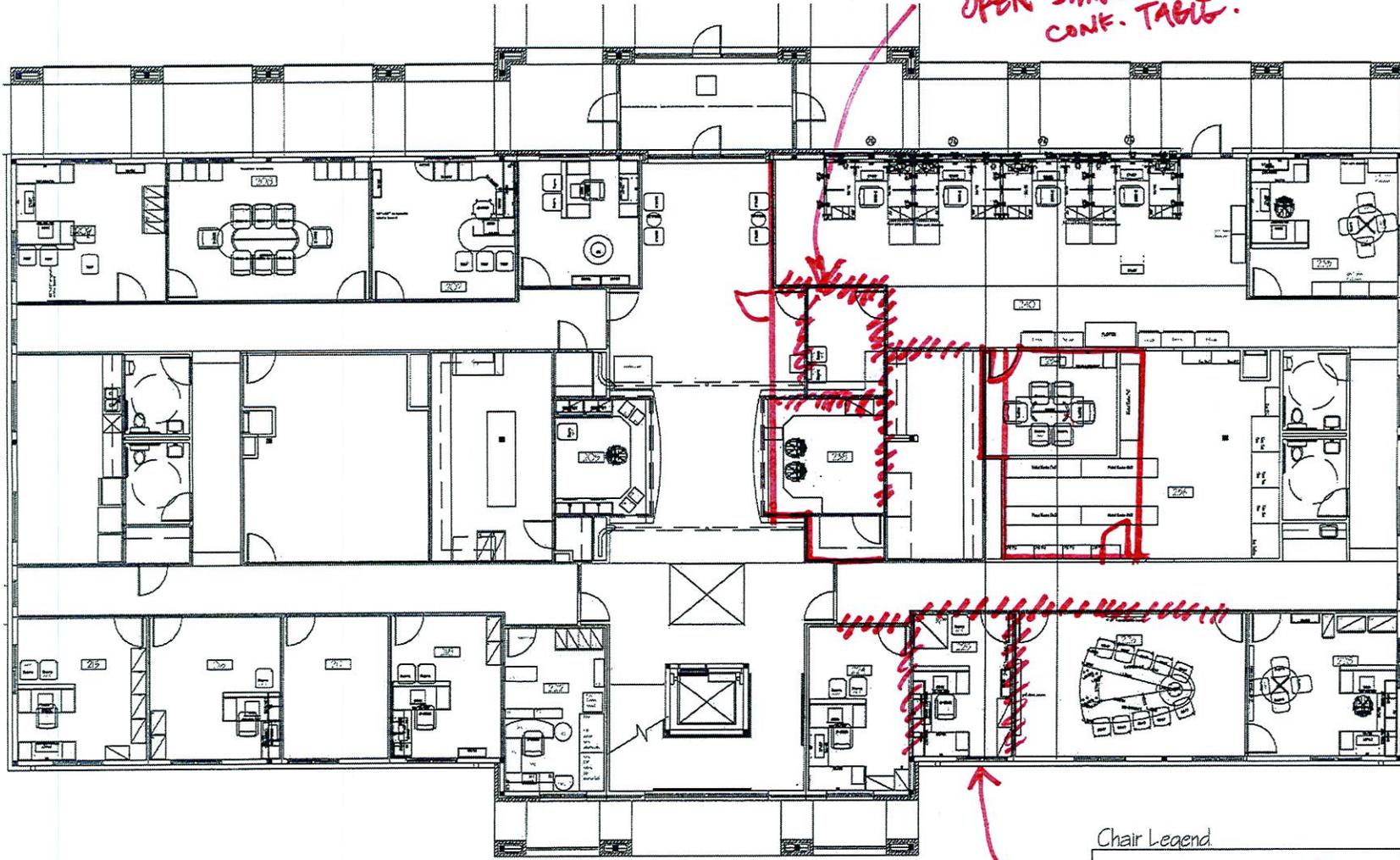
DATE:	11/28/06
DRAWN BY:	HLH
SCALE:	3/16" = 1'-0"
INSTALL:	00.00.00

Approved By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 This document is the exclusive property of Spaces, Inc. and cannot be copied, reproduced, or transmitted in any form or by any means without the written consent of Spaces, Inc.



6601 HAUSER DRIVE, LENEXA, KS 66215  
 PH: 913.894.8900 FAX: 913.894.8900  
 WWW.WWW.SPACESINC.COM

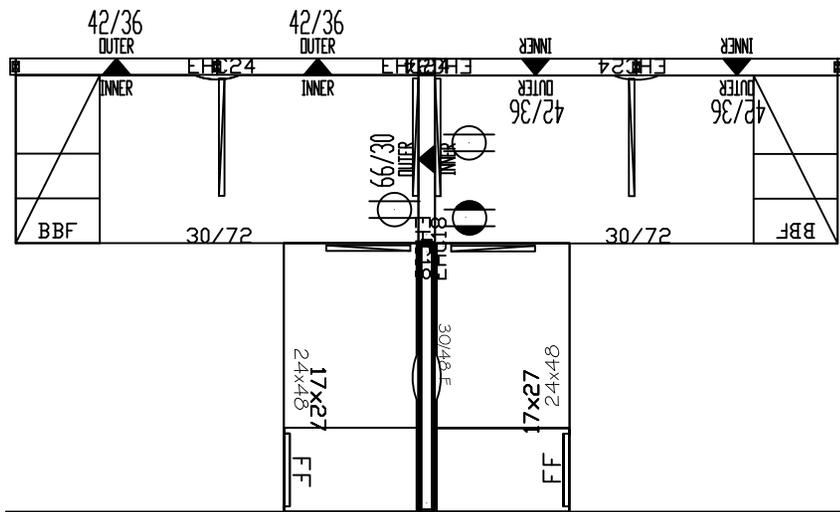
OPTION 3



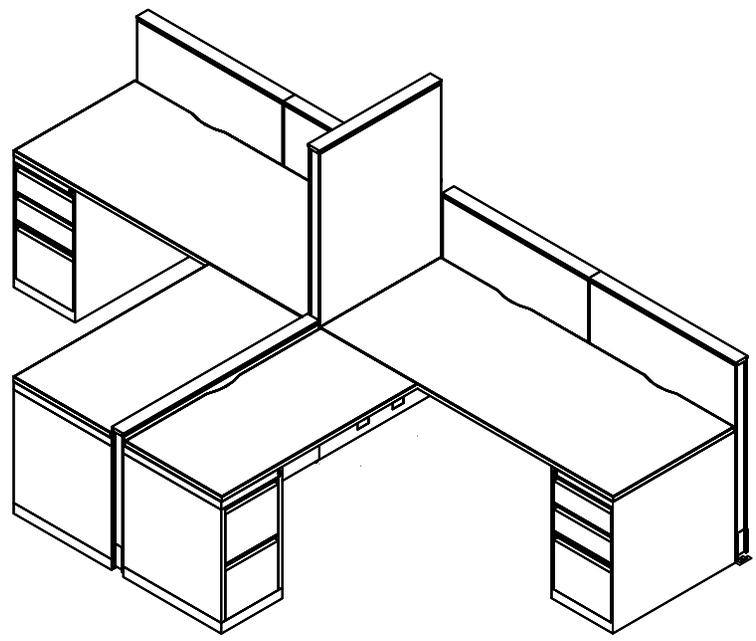
OPEN FLOOR PLAN WITH CHAIRS LIKE CD

Chair Legend

	Approved By: _____ Date: _____ <small>Approved floor plans are not subject to change without written permission. This plan is the property of Spaces, Inc. and cannot be copied, reproduced, or otherwise utilized without the written consent of Spaces, Inc.</small>	DATE: 11/28/06 DRAWN BY: HLH SCALE: 3/16" = 1'-0" INSTALL: 00.00.00	PARKVILLE CITY HALL PARKVILLE, MO MAIN PLAN FLOOR 2
	8601 HAUBER DRIVE, LENEXA, KS 66215 PH: 913.894.8900 FAX: 913.894.8990 WEB: WWW.SPACESINC.COM		



NEW FURNITURE TO MATCH EXISTING



Approved By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Approved floor plans are not subject to change at time of installation.  
 This document is the exclusive property of Spaces, Inc. and cannot be copied, reproduced, or otherwise utilized without the written consent of Spaces, Inc.

DATE:	01.06.16
DRAWN BY:	ADP
SCALE:	NTS
INSTALL:	00.00.00

PV CITY HALL  
 2POD  
 240



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

### Work Authorization

Date: 1/25/16  
Issued to:  
Spaces, Inc.  
14950 W. 86th St.  
Lenexa, KS 66215

#### Project/Work Description

Title: Work Station Installation  
Scope of Work/Purpose: Installation of two workstations in the Community Development department to match existing work stations.

#### Schedule and Price

Project Start Date: Upon Finance Committee Approval.  
Estimated Completion Date: To be scheduled by the Assistant to the City Administrator  
Latest Acceptable Date: To be scheduled by the Assistant to the City Administrator  
Estimated Cost: 4,437.79  
Expenditure Limit: 4,437.79  
Budget Account Code: 10-501-06-01-00

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

Name/Title: Lenore Caldwell Project manager Signature: [Signature]  
Company: Spaces, Inc Date: 1/26/16

#### 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)  
\_N/A\_ Employment Eligibility Status Verification (if the cost exceeds \$5,000)  
\_\_\_\_ Certificate of Insurance that demonstrates compliance with the Terms and Conditions  
\_\_\_\_ Valid business license

## **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 and Waiver and Release of Claims on the form attached hereto as Exhibit "A". 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. All manufacturers' warranties shall be assignable to the City. 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. Contractor to provide manufacturer's warranty for materials and/or equipment furnished and installed by Contractor.

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. Tax-Exempt Status. The City is a tax-exempt entity and no sales tax shall be charged. If Contractor needs further documentation to furnish to vendors, the City shall reasonably accommodate such requests.
25. 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/21/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Creative Planning Risk Services 11350 Tomahawk Creek Parkway Ste 200 Leawood KS 66211		<b>CONTACT NAME:</b> Melissa Allen <b>PHONE (A/C, No, Ext):</b> (913) 341-0900 <b>E-MAIL ADDRESS:</b> m.allen@cpfirms.com		<b>FAX (A/C, No):</b> (913) 341-0901
<b>INSURED</b> Spaces, Inc. 14950 W. 86th St. Lenexa KS 66215		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A Depositors Ins Company		42587
		INSURER B Amco		19100
		INSURER C Nationwide Mutual Ins Company		23787
		INSURER D:		
		INSURER E:		
		INSURER F:		

**COVERAGES**                      **CERTIFICATE NUMBER: 15-16**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	Y	ACPGLD07226237507	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	Y	ACPBAA7226237507	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$      RETENTION \$			ACPCAA7226237507	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ACPWC7226237507	7/1/2015	7/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
When required by written contract or agreement, with respect to the General Liability, Certificate Holder is an Additional Insured, includign Completed Operations. Coverage is primary & non-contributory and a Waiver of Subrogation applies.

When required by written contract or agreement, with respects to the Business Auto, Certificate Holder is an Additional Insured. Coverage is primary and non-contributory and a Waiver of Subrogation applies.

<b>CERTIFICATE HOLDER</b>  City of Parkville 8880 Clark Abe Parkville, MO 64152	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Melissa Allen/MAA <i>Melissa Allen</i>
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License #1374

Expires: May 31, 2016

## PARKVILLE BUSINESS LICENSE

Spaces, Inc.  
14950 W 86th Street  
Lenexa, KS  
Operated by Chris McCormack

The City of Parkville certifies this business met all requirements under Parkville Municipal Code Chapter 605 to operate within the city for the 2015-2016 license year.



A handwritten signature in cursive script, reading "Nanette K. Johnston".

Mayor Nanette K. Johnston

A handwritten signature in cursive script, reading "Melissa McChesney".

City Clerk Melissa McChesney

Date Issued: 1/25/2016

## **CITY OF PARKVILLE Policy Report**

Date: February 2, 2016

Prepared By:  
Alysen Abel  
Public Works Director

Reviewed By:  
Lauren Palmer  
City Administrator

ISSUE:

Request to approve a land use and waste disposal agreement with Damon Pursell Construction for use of its property for annual clean-up events in 2016.

BACKGROUND:

The City previously contracted with Damon Pursell Construction for the use of its property at 6105 NW River Park Drive for annual clean-up events, yard waste collection and the Northland Recycling Extravaganza (NRE). Prior to 2015, the City provided residents with two clean-up events for bulky items and yard waste, one in the spring and another in the fall. In 2014, staff negotiated a lump sum fee of \$1,300 per event for yard waste collection and disposal, regardless of the amounts collected.

In 2015, staff negotiated an agreement with Pursell to allow a longer period of time for yard waste collection with a cost based on usage. In an effort to reduce costs and improve efficiency of service and delivery, the City only hosted one Saturday clean-up event in the fall of 2015. Based on the unit prices from the agreement, yard waste collection for the Fall Clean-Up event on October 10, 2015, had a cost of \$1,385. For the yard waste collection period of the Spring Drop-Off, the cost was \$1,168. For the yard waste collection period of the Fall Drop-Off, the cost was \$816. The total cost for lease of Pursell's lot was \$3,369, which includes yard waste collection and the Fall Clean-Up rental fee.

The 2015 agreement with Pursell was an experiment by staff to reduce costs. Overall costs for 2015 were down compared to prior years, primarily due to the cancellation of the spring event. Costs associated with yard waste collection were higher than in previous years under the lump sum arrangement (see Attachment 3). Also, customer satisfaction declined in 2015. During the Fall Clean-Up event on October 10, 2015, the City administered a survey to the residents who were utilizing the service, as well as an online survey. The overwhelming response was that the residents wanted both the Spring and Fall Clean-Up events.

For 2016, after reviewing the previous arrangement, staff recommends a lump sum contract with Pursell for two one-day clean-up events, one in the spring and one in the fall. For the Saturday events, the lump sum arrangement is more efficient for staff because they do not have to track individual yard waste loads and it seems to provide a cost savings. The lease cost for each of the Saturday events would be \$1,100, regardless of the amount of yard waste collected. The Spring Clean-Up will be held on Saturday, April 23, 2016 and the Fall Clean-Up on Saturday, October 8, 2016.

Additionally, the City will offer two collection periods for residents to drop off their debris. The Spring Drop-Off will be held from April 25 to May 13, 2016, and the Fall Drop-Off will be held from October 10 to November 4, 2016. The collection will take place during normal business hours and will be staffed by Pursell. The collection periods will have the usage unit prices, in accordance with the fee schedule outlined in the agreement.

## ITEM 3D

For 02-08-16

Board of Aldermen – Finance Committee Meeting

Parkville will host a Household Hazardous Waste (HHW) collection event in Spring 2016. It is required that the HHW event be held in a paved area. Staff recommends hosting the event in the large parking lot of Platte Landing Park. This is an ideal location for the HHW event because it is convenient for Parkville residents, provides a large area for the event and accommodates proper circulation for traffic.

In the past, the Northland Recycling Event was a partnership between Parkville, Riverside and, in 2015, North Kansas City. Riverside declined to continue this event. Parkville plans to host a scaled-down version of the Recycling Event. The HHW event can easily be combined with the Recycling Extravaganza, since both events are similar in nature. Staff plans to meet with HHW committee representatives next week to discuss the logistics of the events. Staff recommends hosting the HHW and recycling events together, separate from the Spring Clean-Up Event. The date will be determined by the HHW committee and will be announced at a later time.

### BUDGET IMPACT:

The Streets Division employees staff the events. Overtime is budgeted for these events in order to avoid relying on flexible scheduling or compensatory time that would impact other duties during the busy spring and fall street maintenance seasons. Staff anticipates that the overtime pay will be approximately \$1,100 per event. The Street Division Budget includes \$15,000 for overtime pay.

Based on all of the costs incurred in 2015, the Spring Clean-Up will cost approximately \$5,000 and the Fall Clean-Up will cost approximately \$5,900. Based on the 2015 collection rates, staff estimates that the Fall Drop-Offs will cost \$900 and the Spring Drop-Off will cost \$1,200. The total cost of the Clean-Up Events will be approximately \$13,000. The Streets Division budget includes \$13,500 for all non-personnel expenses associated with the semi-annual cleanup events.

### ALTERNATIVES:

1. Approve the lot usage agreement with Damon Pursell Construction.
2. Approve the agreement subject to proposed changes.
3. Do not approve the agreement and provide further direction to staff.
4. Postpone the item.

### STAFF RECOMMENDATION:

Based on past experience with this event, staff recommends approval of the lot usage agreement with Damon Pursell Construction, with a lump sum cost for the Saturday Clean-Up Events and unit prices for the yard waste collection periods, as outlined in the agreement.

### 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 lot usage agreement with Damon Pursell Construction for the 2016 clean-up events in an estimated amount of \$4,300.

### ATTACHMENTS:

1. Agreement
2. 2015 Clean-up Cost Summary
3. 2014-2016 Clean-up Summary

## LAND USE AND WASTE DISPOSAL AGREEMENT

This Agreement is made on this 8th day of February 2016, by and between the CITY OF PARKVILLE, MISSOURI, hereinafter referred to as "CITY", and Damon Pursell Construction Company, hereinafter referred to as "OWNER".

WHEREAS, CITY requires space to operate clean-up and debris removal operations during the year; and

WHEREAS, OWNER agrees to allow the CITY to use land at 6105 NW River Park Drive, Riverside, Missouri (the "Site") as a collection site for citywide clean-up efforts.

NOW, THEREFORE, the CITY and the OWNER agree as follows:

1. **Term.** The term of this Agreement shall be for a period beginning upon execution of this Agreement and running until December 31, 2016.
2. **Grant of Use.** OWNER agrees to allow the CITY to use the Site for the Spring Clean-Up Event on April 23, 2016, and for the Fall Clean-Up Event on October 8, 2016. The CITY will have access to the property beginning at 7:00 AM until 5:00 PM on April 23, 2016 and October 8, 2016, for the designated events. The OWNER grants the CITY all rights of access, ingress and egress necessary to dispose of material. In addition, the OWNER agrees to allow the CITY to use the Site for Parkville residents to dump yard waste debris for two collection periods from April 25, 2016 to May 13, 2016, and from October 10, 2016 to November 4, 2016.
3. **Fee.** The CITY shall pay to the OWNER a lump sum amount of one thousand one hundred dollars (\$1,100.00) for the Spring Clean-Up Event on April 23, 2016, and one thousand one hundred dollars (\$1,100) for the Fall Clean-Up Event on October 8, 2016. Both events will include yard waste collection.

The CITY shall pay to the OWNER the following fees for residential types of yard waste collection dropped off during the two collection periods from Monday, April 25, 2016 to Friday, May 13, 2016, and from Monday, October 10, 2016 to Friday, November 4, 2016.

Per Bag	One Dollar (\$1.00)
Per Pickup	Ten Dollars (\$10.00)
Per Pickup – Cab Level	Fifteen Dollars (\$15.00)
Per Trailer – Single Axle	Twenty Dollars (\$20.00)
Per Trailer – Two Axle	Thirty Dollars (\$30.00)

Commercial loads will not be accepted. The fees for yard waste shall only be applicable during the designated times for yard waste collection identified in Section 2.

4. **Insurance.** The CITY agrees to accept all liability for its use of the Site as defined herein, and all persons, and property owned by persons allowed on the Site by the CITY. CITY will provide OWNER with a certificate of insurance for liability with a general aggregate of not less than \$2,000,000.00. OWNER will be named as an additional insured on the policy with respects to the Site.

5. **Residency Verification.** The OWNER agrees to verify City of Parkville residency for all yard waste collections. Residency may be verified by either a Platte County paid property tax receipt that demonstrates a tax liability to the City of Parkville or a City of Parkville sanitary sewer utility bill or receipt. Other forms of identification, such as driver's licenses, that state a Parkville address by do not confirm residency within the city limits are not acceptable.
6. **Billing.** OWNER shall submit an itemized invoice to the CITY on the first day of each month following an event or collection period stated in Section 2. The invoice shall detail the Services that were provided in the month immediately prior, and shall include a list of verified addresses associated with yard waste collection and billing. 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 OWNER of the nature of the dispute regarding the balance.
7. **Restrictions.** The CITY will not allow disposal of any hazardous materials or substances and claim full responsibility for any hazardous material disposed of on the property.
8. **Waste Removal.** The CITY will provide appropriate containers for all non-yard waste collected and will remove all items collected, other than yard waste, within one week of the Spring Clean-Up Event on April 23, 2016 and the Fall Clean-Up Event on October 8, 2016.
9. **Supervision.** The CITY will provide supervision on the property for the collection events on April 23, 2016 and October 8, 2016.
10. **Modification.** This document constitutes the entire agreement between the OWNER and the CITY. The terms, covenants and conditions of this Agreement may not be changed orally, but only by an instrument in writing executed by both parties.
11. **Termination.** The CITY may at any time and for any reason terminate the Agreement upon ten (10) days written notice to the OWNER.
12. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
13. **Successors and Assigns.** This Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.
14. **Notice.** Written notice regarding this Agreement shall be effective upon receipt via hand-delivery; three working days after deposit in the U.S. Mail, or by confirmed delivery by certified delivery services to the following address:

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

To OWNER:       Damon Pursell Construction Company  
                          300 North Church Road  
                          Liberty, MO 64068

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed on this 8th day of February 2016.

CITY OF PARKVILLE, MISSOURI

\_\_\_\_\_  
Mayor Nanette K. Johnston

ATTEST:

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

\_\_\_\_\_  
Casey Kelley  
Damon Pursell Construction Company

**CLEAN-UP SUMMARY  
2015**

**FALL 2015 EXPENDITURES**

METRO ROLLOFF (Used 7 - 30 cu. yd. Containers) ..... (40,440 lbs. of debris collected)	\$ 2,100.00
N.K.C. IRON & METAL (1 Container for Recycled Metal).....	\$ 0.00
TIRE ENERGY CORP. (85 Recycled Tires).....	\$ 184.50
DAMON PURSELL (Site Rental 6105 Riverpark).....	\$ 100.00
YARD WASTE - SATURDAY (October 10, 2015 Fall Event).....	\$1,385.00
YARD WASTE - DAMON PURSELL (Resident drop off 10/10/15 thru 11/14/15) .....	\$ 816.00
NORTHLAND SIGN (Information Signs).....	\$ 120.00
LABOR READY (6 laborers – Curbside pickup on Monday).....	\$ 727.20
PRICE CHOPPER (Food and Drink for workers).....	\$ 41.64
PIZZA HUT (10 Pizzas for event workers).....	\$ 129.46
<b>TOTAL EXPENDITURES*</b>	<b>\$ 5,603.80</b>

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**FALL 2015 INCOME**

BEST BATTERIES (Recycled Car Batteries).....	\$ 0.00
NORTH KANSAS CITY IRON & METAL..... (7,720 lbs. = (1 Container of Recycled Scrap Metal) (Paid for Container delivery and pick up)	\$ 0.00
<b>TOTAL INCOME</b>	<b>\$ 0.00</b>

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**Land Use and Yard Waste Disposal Agreement – Saturday October 10, 2015**

Bags Dropped off Saturday = 133 at \$ 1.00 per bag = \$ 133.00

Bags Picked up Curbside = 132 at \$ 1.00 per bag = \$ 132.00

Pickup Loads Saturday = 33 at \$10.00 per load = \$ 330.00

Pickup Loads Curbside = 2 at \$10.00 per load = \$ 20.00

Pickup Loads Cab Level Saturday = 19 at \$15.00 per load = \$ 285.00

Pickup Loads Cab Level Curbside = 1 at \$15.00 per load = \$ 15.00

Trailers 1 Axle Saturday = 19 at \$20.00 per load = \$ 380.00

Trailers 1 Axle Curbside = 3 at \$20.00 per load = \$ 60.00

Trailers 2 Axle Saturday = 0 at \$30.00 per load = \$ 0.00

Trailers 2 Axle Curbside = 1 at \$30.00 per load = \$ 30.00

**Total per Yard Waste Disposal Agreement = \$1,385.00**

**Saturday October 10, 2015 Fall Event Vehicle Count Totals**

- Cars = 14
- Suv / Vans = 85
- Trucks = 102
- Trailers = 22

**Total of Vehicles and Trailers = 223**

**TOTAL COST FOR FALL CLEAN-UP 2015\* ..... \$5,603.80**

**FALL (Yard Waste Drop Off)**

**DAMON PURSELL (Fall Event Resident drop off ONLY)..... \$ 816.00  
(10/11/15 thru 11/14/15)**

**SPRING (Yard Waste Drop Off)**

**DAMON PURSELL (Spring Event Resident drop off ONLY) ..... \$ 1,168.00  
(4/27/15 thru 5/16/15)**

---

**TOTAL COST FOR SPRING AND FALL CLEANUP\* ..... \$ 6,771.80**

\*excludes overtime

	2014		2015		2016	
	Budget	Actual	Budget	Actual	Budget	Projected
<b>Spring Clean-Up</b>						
Waste containers		\$ 3,450.68				\$ 2,500.00
Tire Disposal		\$ 128.00				\$ 150.00
Site Rental		\$ 1,300.00				\$ 1,100.00
Yard Waste Collection		included				included
Marketing		\$ -				\$ -
Supplemental staff (curbside collection)		\$ 662.40				\$ -
miscellaneous supplies		\$ 272.69				\$ 150.00
Subtotal - Spring Clean-Up Costs	\$ 5,000.00	\$ 5,813.77	\$ -	\$ -	\$ 4,000.00	\$ 3,900.00
Event Overtime	\$ 1,500.00	\$ 1,982.57			\$ 1,500.00	\$ 1,100.00
TOTAL Spring Clean-Up	\$ 6,500.00	\$ 7,796.34	\$ -	\$ -	\$ 5,500.00	\$ 5,000.00
<b>Fall Clean-Up</b>						
Waste containers		\$ 2,697.53		\$ 2,100.00		\$ 2,500.00
Tire Disposal		\$ 212.50		\$ 184.50		\$ 150.00
Site Rental		\$ 1,300.00		\$ 100.00		\$ 1,100.00
Yard Waste Collection		included		\$ 1,385.00		included
Marketing		\$ -		\$ 120.00		\$ 100.00
Supplemental staff (curbside collection)		\$ 331.20		\$ 727.20		\$ 800.00
miscellaneous supplies		\$ 284.00		\$ 171.10		\$ 150.00
Subtotal - Fall Clean-Up Costs	\$ 6,500.00	\$ 4,825.23	\$ 7,000.00	\$ 4,787.80	\$ 7,500.00	\$ 4,800.00
Event Overtime	\$ 1,500.00		\$ 1,500.00		\$ 1,500.00	\$ 1,100.00
TOTAL Fall Clean-Up	\$ 8,000.00	\$ 4,825.23	\$ 8,500.00	\$ 4,787.80	\$ 9,000.00	\$ 5,900.00
<b>Extended Yard Waste Collection (per load)</b>						
Spring			\$ 1,000.00	\$ 1,168.00	\$ 1,000.00	\$ 1,200.00
Fall			\$ 1,000.00	\$ 816.00	\$ 1,000.00	\$ 900.00
TOTAL - Extended Yard Waste	\$ -	\$ -	\$ 2,000.00	\$ 1,984.00	\$ 2,000.00	\$ 2,100.00
<b>GRAND TOTAL - Spring and Fall Clean-Up</b>	<b>\$ 14,500.00</b>	<b>\$ 12,621.57</b>	<b>\$ 10,500.00</b>	<b>\$ 6,771.80</b>	<b>\$ 16,500.00</b>	<b>\$ 13,000.00</b>
<b>Northland Recycling Extravaganza</b>						
Waste Containers		\$ 250.00		\$ 300.00		\$ 300.00
Tire Disposal		\$ 220.00				\$ 250.00
Paper Shredding		\$ 800.00		\$ 1,400.00		\$ 1,500.00
Site Rental		\$ 100.00		\$ 100.00		\$ -
marketing		\$ -		\$ 69.53		\$ 100.00
Miscellaneous		\$ 105.60		\$ 46.87		\$ 150.00
TOTAL - NRE Costs	\$ 500.00	\$ 1,475.60	\$ 1,500.00	\$ 1,916.40	\$ -	\$ 2,300.00

Note: Includes expenses only. Some costs were offset by grants (NRE), partner cost share (NRE), or scrap metal revenues.

## **CITY OF PARKVILLE Policy Report**

Date: February 2, 2016

Prepared By:  
Alysen Abel  
Public Works Director

Reviewed By:  
Lauren Palmer  
City Administrator

ISSUE:

Request to approve the purchase of a new 2016 Ford F-350 4x4 Super Duty truck for the Public Works Department.

BACKGROUND:

The Street Division has six trucks that are used for maintenance operations year-round. The truck fleet also includes three additional trucks used by the Parks Division, for a total of nine trucks. These trucks are equipped with salt spreaders and used for emergency snow operations.

The City has targeted a schedule of replacing one truck each year to maintain a nine-year replacement cycle. Two trucks were purchased in 2015 because there were several years in which no trucks were replaced due to financial constraints.

The City released a bid request in early January for the purchase of a 2016 Ford F-350 truck. Three bids were received. The bid tabulation is included in Attachment 1. Shawnee Mission Ford was the low bidder with a price of \$28,344, which was \$296.96 lower than the next bidder (Thoroughbred Ford). Although Shawnee Mission Ford was the low bidder, staff recommends purchasing the truck from Thoroughbred Ford in Platte County. Since the difference in price represents approximately 1% of the bid, this purchase is aligned with the City's policy to purchase from local suppliers, within reason, when selecting among bidders on a purchase. The City's local preference policy was clearly communicated in the instructions to bidders.

The City staff researched the vehicles listed on the Missouri Statewide Purchasing Contract website. There was one Ford dealership that submitted bids for trucks, Joe Machens Ford. The list includes only light duty trucks and does not have the Ford F-350 as a vehicle option. Additional research with Kansas City Regional Purchasing Cooperative provided a similar vehicle listing, which did not include the Ford F-350 as a vehicle option.

The bid request included information to the bidders about the City's intended schedule. It is anticipated that the truck will be ordered on February 17<sup>th</sup> and requested delivery by May 2<sup>nd</sup>. It takes approximately 2 to 3 months for the truck and chassis to be built. Thoroughbred Ford extends its bid through the 2016 model year. Shawnee Mission Ford included a cut-off date of March 1<sup>st</sup> for ordering in its bid response.

BUDGET IMPACT:

The 2016 Capital Improvement Program includes \$55,000 for the purchase of one truck and associated equipment. The funding source is the Transportation Fund (40) for Capital Outlay for Equipment (40-520-04-85-01). The truck will be equipped with salt spreaders, plow blades and associated equipment necessary for maintenance and emergency snow operations. Staff will bid the truck equipment separately to correspond with the truck's production and delivery schedule.

## ITEM 3E

For 02-08-16

Board of Aldermen - Finance Committee Meeting

Once the truck has been built and equipped with the salt spreader and snow plow, staff plans to rotate out one of the older trucks in the fleet. The current plan is to remove the 2003 truck from the fleet and auction the truck and snow equipment in the fall when it will receive the highest bid offers. The 2016 Transportation Fund budget includes \$7,500 in revenue for the auction of this truck which will offset the cost of the new purchase.

### ALTERNATIVES:

1. Approve the purchase of a new 2016 Ford F-350 4x4 Super Duty truck from Thoroughbred Ford (Kansas City, MO – Platte County) in the amount of \$28,640.96.
2. Approve the purchase of a new 2016 Ford F-350 4x4 Super Duty truck from Shawnee Mission Ford (Shawnee, Kansas) in the amount of \$28,344.00.
3. Do not approve the purchase.
4. Postpone the item.

### STAFF RECOMMENDATION:

Staff recommends authorizing the purchase of a new 2016 Ford F-350 Super Duty truck from Thoroughbred Ford (Kansas City, MO).

### 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.

The Purchasing Policy states, "It is the City's intention to purchase from local suppliers, within reason, as it selects the best and most reasonably priced source for each transaction. The local residence of a supplier may be a factor considered in selecting among bidders on a purchase. It is the determination of the Governing Body that, in certain instances, choosing a local supplier serves the valid public purpose of supporting local businesses that, among other attributes, pay taxes to the City."

### SUGGESTED MOTION:

I move to recommend the Board of Aldermen approve the purchase of a new 2016 Ford F-350 4x4 Super Duty truck from Thoroughbred Ford (Kansas City, MO) for \$28,640.96; and, once the truck is fully equipped, to declare the 2003 Ford F-350 Truck and associated equipment as surplus property for auction.

### ATTACHMENTS:

1. Bid Tabulation
2. Purchase Order
3. Detailed Specifications

## BID TABULATION

2016 Ford F-350 Cab and Chassis Truck  
Wednesday, January 27, 2016  
10:05 a.m. – Public Works Conference Room

Bidder	TOTAL
Midway Ford (Kansas City, MO)	\$31,438.00 (Chassis Only)
Thoroughbred Ford * (Kansas City, MO – Platte County)	\$28,640.96
Shawnee Mission Ford (Shawnee, KS)	\$28,344.00

(\* ) Recommended Award of Purchase

**PURCHASE ORDER**  
(non-construction)

**CITY OF PARKVILLE (PURCHASER)**  
8880 Clark Avenue, Parkville, MO 64152  
(816) 741-7676

Date: 1-18-16

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

**VENDOR** THOROUGHbred FORD  
8501 N BOARDWALK AVE  
KANSAS CITY MISSOURI 64154  
Phone: 816-505-1818 Fax: 816-746-9500

**SHIP TO:** CITY OF PARKVILLE 8880 CLARK AVE PARKVILLE MO 64152

**INVOICE TO:** ALAN SHANK, CITY OF PARKVILLE

**ALL MATERIAL/EQUIPMENT 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 \_\_\_\_\_ pages including attachments. Purchaser agrees to pay the total sum of \$ 28,640.96 Dollars (<sup>Twenty Eight thousand Six hundred and 96/100</sup> 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 2016 model year

ITEMS:

2016 F-Series, Ford F350 Cab and Chassis truck,  
as specified in Attachment 1.

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

SCHEDULE OF DELIVERY:

F.O.B. Purchaser address: 9300 Garden Road, Parkville, MO 64152

The City will order truck approximately 2/17/16 with anticipated delivery  
approximately 5/2/16.

**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: Ester Keans  
THOROUGHBREID FORD

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

Title: Sales

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

Date: 1-18-16

ATTACHMENT 1- Detailed Specifications

CNGP530 VEHICLE ORDER CONFIRMATION 01/04/16 18:11:52  
 ==>

2016 F-SERIES SD

Page: 1 of 2

Order No: 0001 Ord FIN: QG175 Order Type: 5B  
 Ord PEP: 640A Cust/Flt Name: PARKVILLE PO Number:

	RETAIL		RETAIL
P3H	F350 4X4 CHAS/C \$37165		LESS TMS
	141" WHEELBASE		14000# GVWR PKG
PQ	RACE RED	425	50 STATE EMISS NC
A	VNYL 40/20/40	473	SNOW PLOW PKG 85
S	STEEL		JOB #1 BUILD
640A	PREF EQUIP PKG	52B	BRAKE CONTROLLER 270
	.XL TRIM	525	CRUISE CONTROL 235
572	.AIR CONDITIONER NC	652	AFT AXLE TANK NC
	.AM/PM STER/CLK		
996	6.2L EFI V8 ENG NC		TOTAL BASE AND OPTIONS 40360
44P	6-SPD AUTOMATIC NC		TOTAL 40360
TBM	LT245 BSW AT 17 165		*THIS IS NOT AN INVOICE*
X4L	4.30 LTD SLIP 350		
90L	PWR EQUIP GROUP 895		* MORE ORDER INFO NEXT PAGE *
	TELE TT MIR-PWR		F8=Next

CNGP530 VEHICLE ORDER CONFIRMATION 01/04/16 18:12:16  
 ==>

2016 F-SERIES SD

Dealer:  
 Page: 2 of 2

Order No: 0001 Ord FIN: QG175 Order Type: 5B  
 Ord PEP: 640A Cust/Flt Name: PARKVILLE PO Number:

	RETAIL		RETAIL
	SP DLR ACCT ADJ		
	SP FLT ACCT CR		
	FUEL CHARGE		
B4A	NET INV FLT OPT NC		
	DEST AND DELIV 1195		
TOTAL BASE AND OPTIONS 40360			
TOTAL 40360			
*THIS IS NOT AN INVOICE*			

## CITY OF PARKVILLE Policy Report

Date: January 19, 2016

Prepared By:  
Alysen Abel  
Public Works Director

Reviewed By:  
Lauren Palmer  
City Administrator

ISSUE:

Request to approve a small construction services agreement with Midwest Storm Restoration for the Train Depot Roof Replacement.

BACKGROUND:

In June 2000, the City hired a roofing contractor to replace the Train Depot roof, in conjunction with the renovations to the depot. At that time, the existing wood decking was left in place. There are concerns by staff that the majority of the roof decking needs to be replaced. This is noticeable from the exterior of the Train Depot where the roof is sagging. With the 1993 flood, the Train Depot was under water. The original wood decking remains on the Train Depot today.

In 2014, in response to a complaint from the Train Depot tenants, the Park staff found leaks in the ceiling. Staff had an insurance adjuster visit the Depot to determine the extent of the damage. At that time, the insurance adjuster identified the hail damage on the north side of the roof.

Over the past year, the City has been working with Midwest Public Risk (MPR) and its claims management contractor, Corporate Claims Management (CCMI), for the replacement of the Train Depot roof. CCMI has stated that the City's property damage coverage policy through MPR allows for reimbursement to the City for the cost to replace half of the roof due to the hail damage on the north side only. The City will be responsible for paying the \$2,500 deductible. Although the insurance company will reimburse for the cost to replace half of the roof, staff recommends replacement of the entire roof due to the age and existing condition.

On December 16, 2015, the City released a bid request for the replacement of the Train Depot roof. Seven roofing companies responded to the bid request. The base bids were as follows:

<u>Company</u>	<u>Base Bid</u>
Cedaridge Roofing (Greenwood, MO)	\$15,432.00
JR & Co., Inc. (North Kansas City, MO)	\$19,750.00
MSR-Midwest Storm Restoration (Overland Park, KS)	\$20,877.00
Jason Brown Roofing (Maryville, MO)	\$23,000.00
Delta Innovative Services, Inc. (Kansas City, KS)	\$23,270.00
Cook Roofing Company (Branson, MO)	\$25,196.00
Mill Valley Construction (Shawnee Mission, KS)	\$42,000.00

The low bidder based on solely the base bid was Cedaridge Roofing. CCMI based its reimbursement off of the low bid. The City will be reimbursed \$7,216.00, which is half of Cedaridge's base bid. The City will not be reimbursed for decking or gutter replacement.

**ITEM 3F**

For 02-08-16

Board of Aldermen – Finance Committee Meeting

In the bid form, the City requested a unit price for the replacement of the roof decking. Staff is uncertain of the amount of roof decking that will need to be replaced. Including this in the bid allows the City to replace the minimum amount of decking and lock in the unit price. Assuming full replacement of the roof decking, the bids are as follows:

<b><u>Company</u></b>	<b><u>Base Bid</u></b>	<b><u>Unit Price</u></b>	<b><u>100% Decking</u></b>	<b><u>Bid Cost w/ Deck</u></b>
Midwest Storm Restoration	\$20,877.00	\$2.00/S.F.	\$5,248.00	\$26,125.00
Cedaridge Roofing	\$15,432.00	\$4.50/S.F.	\$11,808.00	\$27,240.00
Jason Brown Roofing	\$23,000.00	\$3.00/S.F.	\$7,872.00	\$30,872.00
Cook Roofing Company	\$25,196.00	\$2.55/S.F.	\$6,691.20	\$31,887.20
JR & Co.	\$19,750.00	\$4.75/S.F.	\$12,464.00	\$32,214.00
Delta Innovative Services	\$23,270.00	\$5.00/S.F.	\$13,120.00	\$36,390.00
Mill Valley Construction	\$42,000.00	\$4.00/S.F.	\$10,496.00	\$52,496.00

Based on the bid including the full replacement of the roof decking, the low bidder was Midwest Storm Restoration (MSR).

The City also included an alternate in the bid request for the replacement of the gutters on the Train Depot. The bids were as follows:

<b><u>Company</u></b>	<b><u>Base Bid</u></b>	<b><u>100% Decking</u></b>	<b><u>Gutter Alt.</u></b>	<b><u>Total Bid Cost</u></b>
Midwest Storm Restoration	\$20,877.00	\$5,248.00	\$2,000.00	\$28,125.00
Cedaridge Roofing	\$15,432.00	\$11,808.00	\$2,250.00	\$29,490.00
Jason Brown Roofing	\$23,000.00	\$7,872.00	\$2,400.00	\$33,272.00
JR & Co.	\$19,750.00	\$12,464.00	\$1,600.00	\$33,814.00
Cook Roofing Company	\$25,196.00	\$6,691.20	\$4,384.00	\$36,271.20
Delta Innovative Services	\$23,270.00	\$13,120.00	\$4,400.00	\$40,790.00
Mill Valley Construction	\$42,000.00	\$10,496.00	\$3,000.00	\$55,496.00

Based on the bid including the full replacement of the roof decking and replacement of the existing gutters, the low bidder was Midwest Storm Restoration (MSR). With the replacement of the gutters, the soffit boards will need to be replaced, as necessary, at an additional cost.

**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. Assuming full replacement of the roof and decking, the cost will be \$26,125. Insurance will cover \$7,216, leaving a balance of \$18,909. About one-third of the cost will be covered with the Train Depot Maintenance budget. The remaining balance of \$12,709 will be recorded as a Public Works capital outlay expense in the General Fund. Although the project was not budgeted, staff anticipated completing this work in 2015 with savings from other line items, so there is adequate funding to carry over to complete

## **ITEM 3F**

*For 02-08-16*

### **Board of Aldermen – Finance Committee Meeting**

the work in 2016. The most recent 2015 unaudited figures indicate that the 2015 year-end fund balance (2016 carryover) is approximately \$150,000 above budget. It was difficult to budget for this project since the insurance proceeds were not finalized until after the bid process.

#### **ALTERNATIVES:**

1. Approve the agreement with Midwest Storm Restoration for the Train Depot roof replacement.
2. Approve the agreement with Cedaridge Roofing for the Train Depot roof replacement.
3. Do not approve the agreement.
4. Provide other direction to staff to meet the desires of the Board of Aldermen.
5. Postpone the item.

#### **STAFF RECOMMENDATION:**

Staff recommends approving the agreement with Midwest Storm Restoration (MSR) for the Train Depot roof replacement. Assuming the majority of the roof decking will need to be replaced; MSR provided the lowest bid for the roof and decking replacement. Staff recommends replacing the roof decking necessary to validate the warranty on the shingles. The replacement of the gutters can be done separately, at a later date.

#### **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 small construction services agreement with Midwest Storm Restoration for the Train Depot Roof Replacement in an amount not to exceed \$26,125.

#### **ATTACHMENTS:**

1. Bid Tabulation
2. Agreement

**BID TABULATION**  
**City of Parkville, Missouri**  
**Train Depot Roof Replacement- English Landing Park, Parkville, MO**  
**January 14, 2016**  
**10:00 a.m., Public Works Conference Room**  
**Parkville, Missouri City Hall**

Bidder	BID BOND	ADDENDUM #1	BASE PRICE	ROOF DECK UNIT PRICE	ALT. #1
Cedaridge Roofing Greenwood, MO 64034	Bid Security- Check	Yes	\$15,432.00	\$4.50/SF	\$2,250.00
JR & Co, Inc. North Kansas City, MO 64116	Yes	Yes	\$19,750.00	\$4.75/SF	\$1,600.00
MSR-Midwest Storm Restoration * Overland Park, KS	Yes	Yes	\$20,877.00	\$2.00/SF	\$2,000.00
Jason Brown Roofing Maryville, MO	Copy only	Yes	\$23,000.00	\$3.00/SF	\$2,400.00
Delta Innovative Services, Inc. Kansas City, KS	Yes	Yes	\$23,270.00	\$5.00/SF	\$4,400.00
Cook Roofing Company Branson, MO	Yes	Yes	\$25,196.00	\$2.55/SF	\$4,384.00
Mill Valley Construction Shawnee Mission, KS	Yes	No	\$42,000.00	\$4.00/SF	\$3,000.00

(\*) Recommended Award of Purchase

## **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.

**XII. NOTICES**

- A. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section:
- B. Notices sent by Contractor shall be sent to:
  - City of Parkville
  - Attn: City Administrator
  - 8880 Clark Ave.
  - Parkville, MO 64152
- C. Notices sent by the City shall be sent to:
  - Midwest Storm Restoration
  - Attn: Thomas Stratton
  - 8823 Bond Street
  - Overland Park, KS 66214

**XIII. CORRECTION OF WORK**

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

**XIV. TERM AND TERMINATION**

- A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.
- B. Notwithstanding anything to the contrary in this Agreement or exhibit, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days' written notice to the Contractor. The City shall compensate Contractor for the Construction Services that have been completed to the City's satisfaction as of the date of termination. Contractor shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.
- C. The City may terminate the Agreement for cause if the Contractor:
  - 1. refuses or fails to supply enough properly skilled workers or proper materials;
  - 2. fails to make payment to Subcontractors for materials, equipment, services or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
  - 3. disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
  - 4. its Subcontractors or Sub-subcontractors causes a work stoppage due to any strike, picket, boycott or participates in any voluntary or involuntary cessation of Work; or
  - 5. otherwise is guilty of substantial breach of a provision of the Agreement.
- D. When any of the above reasons exist, the City may without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety, if any, seven (7) days' written notice, terminate the Agreement and may, subject to any prior rights of the surety, if any:

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

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

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

#### **XV. RESOLUTION OF DISPUTES**

- A. Should the Contractor believe that it is entitled to any relief due to errors, omissions or defects in the Plans or Specifications, or as a result of any act or omission of an independent contractor designer in connection with the Project, the City shall cooperate with the Contractor by permitting the Contractor to pursue legal action against the designer in the name of the City at Contractor's sole risk and expense as the City would otherwise have against such designer. The City shall pay to Contractor such sums as may be recovered from the designer on behalf of Contractor. Other than this duty of cooperation and remittance, the City shall have no liability or obligation to Contractor for any act, error, omission, negligence or breach of duty by a designer.
- B. City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed.
- C. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the City Public Works Director as to such matter or other action on which the dispute is based. A decision of the City Public Works Director (where appropriate) under GC-7 above; notice of dispute, and direct negotiation, shall be conditions precedent to further action.
- D. Arbitration of disputes.
  1. Claims, except those waived as provided for elsewhere in this Agreement, which have not been resolved by the procedures described above, shall be decided by arbitration which, unless the parties mutually agree otherwise, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be

filed in writing with the other party to the Contract and with the American Arbitration Association.

2. A demand for arbitration may be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.
3. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the City or Contractor and any person or entity with whom the City or Contractor has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Contract shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Contract or not a party to an agreement with the City Contractor, except by written consent containing a specific reference to the Agreement signed by the City and Contractor and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
4. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
5. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### **XVI. MISCELLANEOUS PROVISIONS**

- A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- B. Assignability. Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- C. Media Announcements. Contractor shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City
- D. Compliance with Local Laws. Contractor shall comply with all applicable laws, ordinances, and codes of the State of Missouri and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- E. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:
  1. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will

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

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

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

CITY OF PARKVILLE, MISSOURI

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

Nanette K. Johnston, Mayor

ATTEST:

\_\_\_\_\_

Melissa McChesney, City Clerk

MIDWEST STORM RESTORATION, LLC

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

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.