



Finance Committee Agenda

April 11, 2016

8:00 AM

Board Conference Room, 1st Floor, City Hall

1. Call to Order

2. Financial Updates

3. Action Items

- A. Approve the minutes from the March 7, 2016 meeting
- B. Approve a financial commitment to the City of Riverside for representation of the Platte County water district in the pending Missouri-American Water Company rate case before the Missouri Public Service Commission (Administration)
- C. Approve the purchase of a new Ford Taurus All Wheel Drive Police Interceptor Sedan vehicle from Dick Smith Ford to be used as a patrol vehicle (Police Department)
- D. Approve a construction agreement with Genesis Environmental Solutions, Inc. for the construction of a storage building at the Wastewater Treatment Facility (Public Works)
- E. Actions related to the 2016 Street Maintenance Program
 - 1. Approve a construction agreement with Julius Kaaz Construction Co., Inc. for the 2016 Curb and Sidewalk Program (Public Works)
 - 2. Approve a construction agreement with Tandem Paving Company, Inc. for the 2016 Mill and Overlay Program (Public Works)
 - 3. Approve a construction agreement with Vance Brothers, Inc. for the 2016 Microsurfacing Program (Public Works)
- F. Approve a small construction services agreement with Madget Demolition, Inc. for the demolition of the single-family house located at 6201 MO-9 Hwy (Public Works)
- G. Approve a work authorization with GS Structural for the structural improvements related to the parks building façade project (Public Works)

4. Non-Action Items

- A. Parkville Recycling Extravaganza

5. Unfinished Business (postponed from prior meetings)

6. Other Business

7. Adjourn



Finance Committee Meeting
March 7, 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, Mayor Nan Johnston, David Jones and Diane Driver
- **City Staff Present:** City Administrator Lauren Palmer, Public Works Director Alysen Abel, Police Chief Kevin Chrisman, Finance/Human Resources Director Matthew Chapman, Assistant to the City Administrator Tim Blakeslee and Community Development Department Assistant Kelly Yulich
- **Others Present:** Jay Norco, North Hills Engineering

2. FINANCIAL UPDATES

3. ACTION ITEMS

A. Approve the minutes from the February 22, 2016 meeting

Diane Driver moved to approve the February 22, 2016 minutes. Marc Sportsman seconded; motion passed 5-0.

B. Approve a professional services agreement with Kansas City Testing & Engineering, LLC for inspection services related to the conditional use permit issued to Park University for limestone mining operations

City Administrator Lauren Palmer stated that Park University has a conditional use permit to for limestone mining operations on campus. Park University, and its contract operator, are required to conduct mining operations in accordance with a mine development plan and regulations of all state and Federal mining regulatory agencies. The conditional use permit and the mine development plan authorize the City to employ a qualified registered engineer to make unscheduled inspections and written reports regarding compliance with applicable regulations. The inspections could be made not more than three times per any one year and the mine operator would be required to reimburse the City at a maximum of \$1,500 per inspection.

In 2015, staff responded to renewed complaints, primarily from residents in the Riss Lake and the River Hills subdivisions, about the impacts of mining operations. The City, in partnership with the mine operator Martin Marietta and Park University, conducted a series of neighborhood meetings to share information and hear concerns and during the meetings, the City committed to re-establish the regular mining inspections authorized by the various ordinances.

Staff recommended engaging Kansas City Testing & Engineering, LLC (KCTE) to perform independent mining inspections. Staff negotiated an hourly fee contract for up to three inspections in 2016 for a maximum cost of \$4,500.

The Finance Committee discussed the professional services agreement with KCTE and agreed that the inspections were needed.

Driver moved to approve a professional services agreement with Kansas City Testing & Engineering, LLC in the not-to-exceed amount of \$4,500 for mining inspection services. Sportsman seconded; motion passed 5-0.

C. Authorize staff to release the bid request for the 2016 Street Maintenance Program

Public Works Director Alysen Abel provided an overview of the 2016 Capital Improvement Program for street maintenance, noting that concrete curb and sidewalk repair, asphalt mill and overlay, pavement marking and crack sealing programs were included. Since 2014, the Public Works Director and Director of Operations had reviewed the quality of each street and rated them according to a standard pavement rating system. Abel said the goal was to repair all streets rated at a 6.0 or above and to maintain all streets within the city at a service level of 5.0 or higher, but in order to meet the standard a higher level of annual street maintenance would be required than what was done in the past. Since 2013, the City steadily increased its annual street maintenance budget to implement a more aggressive maintenance schedule.

The Finance Committee discussed the streets and curbs along the Riss Lake Dam and other areas of concern.

Driver moved to authorize staff to release the bid request for the 2016 Street Maintenance Program as outlined. Sportsman seconded; motion passed 5-0.

D. Approve Work Authorization No. 19 with H&H Septic Services for the cleaning and televising of downtown sewer lines associated with the Sanitary Sewer Phase 3 project

Public Works Director Alysen Abel stated that the Board of Aldermen approved a contract with H&H Septic Service, Inc. for on-call sewer cleaning and repair services, in order to have a service provider who could assist the City with routine and emergency services through work authorizations. The work authorization for the cleaning and televising of the downtown sewer lines associated with the Sanitary Sewer Phase 3 project was estimated at \$5,790 and included labor and materials necessary to clean and televise the old sewers with a focus on the sewer lines west of Main Street from 2nd to 10th streets.

The City previously attempted to televise the lines with the closed circuit television (CCTV) program, but had difficulty with access to upstream manholes because the average pipe diameter was approximately six inches. Abel said that H&H Septic Service had the proper equipment necessary to perform the work and the on-call contract included a standard cost of services and equipment for routine and emergency sewer cleaning and repairs based on unit prices. Staff recommended setting the expenditure limit at \$6,000 to provide some flexibility for additional work as needed.

The Finance Committee discussed and asked questions regarding other companies that provided the same service and Abel explained that the City received quality service from H&H Septic Service and could expedite the work through the on-call service contract.

Driver moved to approve Work Authorization No. 19 with H&H Septic Service for the cleaning and televising of downtown sewer lines associated with the Sanitary Sewer Phase 3 project in an amount not to exceed \$6,000. Sportsman seconded; motion passed 5-0.

E. Approve Change Order No. 3 with Insituform Technologies for the cured-in-place pipe lining work for the Sanitary Sewer Phase 3 repairs

Public Works Director Alysen Abel explained that the City accumulated data from the CCTV evaluation of sanitary sewer lines which was reviewed by Jay Norco, North Hills Engineering (NHE). She said the deteriorated areas were prioritized based on the severity of the problems and were determined by data review, field investigation, mapping, and smoke testing performed by NHE and Alliance Water Resources. Based on the evaluation, NHE prepared a bid request for the Sanitary Sewer Phase 2 repairs in June 2015 and the City received responses from two contractors for the specialized construction.

Abel provided a history of the sanitary sewer repairs and noted that on July 7, 2015, the Board of Aldermen approved a contract with Insituform Technologies, Inc. for Sanitary Sewer Phase 2 project for the cured-in-place pipe (CIPP) lining to repair badly collapsed pipe systems in three areas. Insituform also performed the 2009 Sewer Repairs Phase 1 Project and the prices received in 2015 were comparable to 2009. NHE prepared a price comparison of the CIPP for other communities and many of those were comparable to the 2015 prices. Abel said that Insituform

agreed to honor the 2015 pricing for the Phase 2 and Phase 3 repairs, and Phase 3 would include CIPP and manhole repairs. The portion for the manhole repairs would be bid separately since there were more contractors available for the type of repairs needed.

The Finance Committee discussed the timeframe of the project. Norco said that the Parkville system was older and would require some time to get the system brought up to industry standards. He added that State statutes required evaluations at different points in the project and staff would keep track of the evaluations and prioritize areas of need.

Driver moved to recommend the Board of Aldermen approve Change Order No. 3 with Insituform Technologies for the Sanitary Sewer Phase 3 cured-in-place pipe lining repairs in the amount of \$117,166. Sportsman seconded; motion passed 5-0.

F. Approve Work Authorization No. 57 with North Hills Engineering for the design of the clarifier repairs

Public Works Director Alysén Abel stated that on August 5, 2014, the Board of Aldermen approved a five-year agreement with North Hills Engineering (NHE) for on-call contract engineering services which allowed the City to execute individual work authorizations for supplemental engineering services for specific projects and studies.

The wastewater treatment plant was constructed in 1995 and two clarifiers, used to process the wastewater in a multi-step process, were installed in 2005. Work authorization No. 57 included engineering design, contract administration and construction administration to replace the concrete floor in the west clarifier. Abel added that staff planned to perform the same repairs to the east clarifier in 2018.

Further discussion focused on the process and timeframe for the project. Norco said that the work would be slated for August and September and would last about two weeks.

Driver moved to approve Work Authorization No. 57 with North Hills Engineering for the design of the clarifier floor repair and associated work in the amount of \$4,950. Sportsman seconded; motion passed 5-0.

G. Approve the purchase of a new 2016 John Deere Z997R Commercial L.C. Diesel Mower from Heritage Tractor, Inc. for the Parks Division

Public Works Director Alysén Abel explained that the Parks Division used two mowers for approximately 100 acres of area around the city that included English Landing Park, Platte Landing Park, Adams Park, Watkins Park, Parkville Athletic Complex (PAC) detention pond, Southern Platte Pass along Highway 45, the train depot property, park property located in the southeast corner of 62nd Street and Highway 9, and other trails around the city.

Abel said that the mower inventory included two zero-trim mowers that were purchased in 2010 through a Platte County Outreach Program grant, but they were in poor condition and needed to be replaced. The City targeted a schedule of replacing one mower per year for 2016 and 2017 in order to spread the cost over two budget cycles. Staff planned to continue using the two existing mowers, but one might require it to be out of service for maintenance. The additional mower would allow parks staff to continue the mowing operation without interruption.

The bid request was posted in early February and three bids were received, but only two bids met the specifications outlined in the bid documents. Heritage Tractor bid the preferred John Deere model and Professional Turf Products bid a Toro model for consideration as an equivalent alternate. Abel said that the bid documents did not include a suspension seat but Heritage Tractor provided two bids, one with the seat and the other without the seat, and staff preferred the suspension seat because of all the time spent mowing and the rough terrain. She stated that even though the bid from Heritage Tractor was not the low bid, the dealer had provided excellent service to the City in the past and staff was uncertain about the Toro brand of mower. She added by purchasing the same brand staff could use parts interchangeably with the existing mowers.

The Finance Committee discussed the bid received by Professional Turf Products and Abel said the difference in price was less than \$300 (less than 2 percent). The Committee recommended that staff research other brands in the future and noted that it recommended accepting the higher bid because it included the suspension comfort seat which was not in the original bid request.

Driver moved to recommend the Board of Aldermen approve the purchase of a new 2016 John Deere Z997R Commercial L.C. Diesel Mower with the suspension seat from Heritage Tractor, Inc. in the amount of \$16,135; and to postpone the surplus of one of the existing mowers until fall 2016. Sportsman seconded; motion passed 5-0.

H. Approve a small construction services agreement with American Sweeping for the 2016 Street Sweeping Program

Public Works Director Alysen Abel explained that due to heavy salt and sand usage over the winter and normal accumulation of leaves, trash, and other debris, the City's streets needed to be swept periodically. She stated that sweeping operations helped to keep contaminants out of the storm sewer systems, which helped improve the water quality in accordance with the Clean Water Act.

Abel said the City released a bid request for the 2016 Street Sweeping program and received responses from two companies, Delta Sweeping and American Sweeping. The contract would be limited to an hourly rate not to exceed 60 hours. She said that American Sweeping provided services in 2015 and were the lowest at \$120.00 per hour. Staff was satisfied with their performance in 2015 and the hours were limited to 60 hours for the entire street system. In 2015, the budget only allowed for street sweeping in the spring; however, street sweeping was planned for both spring and fall in 2016.

The Finance Committee discussed the capabilities of the street sweeping machine to pick up large chunks of asphalt. Abel stated that the streets crew would monitor the process and could address any minor maintenance issues outside of the scope of the street sweeping contract.

Driver moved to recommend the Board of Aldermen approve the small construction services agreement with American Sweeping for the 2016 Street Sweeping Program in an amount not to exceed \$14,400. Sportsman seconded; motion passed 5-0.

4. NON-ACTION ITEMS

A. Nature Sanctuary Donations

Finance/Human Resources Director Matthew Chapman stated that after Parkville Nature Sanctuary Director Bob Fluchel's untimely passing, the City received donations in his memory. A total of \$620 had been donated from nine donors and each donor was sent a thank you note. Chapman added that all donations received were put into the Nature Sanctuary Donations Fund.

Staff recommended that the funds be used in the construction of a three seasons building in the Parkville Nature Sanctuary, subject to Board of Aldermen approval of the project. The building was Bob Fluchel's vision for the future of the sanctuary and the primary motivator for creating the Friends of the Parkville Nature Sanctuary (FOPNS). FOPNS was championing the project and working to bring forward a design concept and fundraising strategy.

The Finance Committee discussed the cost for a three season building. Staff stated that FOPNS was working on a plan for the project to be presented to the Board of Aldermen at a later day for review and input.

5. UNFINISHED BUSINESS (postponed from prior meetings)

6. OTHER BUSINESS

Vice Chairman Sportsman asked Jay Norco about ways to fix the smell coming from the parks restroom facility and he provided some suggestions for staff to research.

7. ADJOURNMENT

Chair Werner declared the meeting adjourned at 9:50 a.m.

Submitted by:

Kelly Yulich
Community Development Department Assistant

Approval Date

CITY OF PARKVILLE Policy Report

Date: Friday, March 18, 2016

Prepared By:
Lauren Palmer
City Administrator

Reviewed By:
Steve Chinn
City Attorney

ISSUE:

Approve a financial commitment to the City of Riverside for representation of the Platte County water district in the pending Missouri-American Water Company rate case before the Missouri Public Service Commission.

BACKGROUND:

Missouri-American Water Company (MAWC) is an investor-owned sewer and water utility that is regulated by the Missouri Public Service Commission. MAWC water customers are divided into 15 service districts across the state of Missouri, and rates are determined for each district based upon service and infrastructure costs within that district. Most residents and businesses within Parkville are part of the Platte County water district that includes approximately 7,500 customers in southern Platte County, as follows: Parkville – 2,192 (29%); Platte County – 2,878 (39%); Platte Woods – 215 (3%); Riverside – 812 (11%); Riverside Estates – 310 (4%); and Riverview – 1,059 (14%).¹

On July 31, 2015, MAWC filed water and sewer rate cases with the Missouri Public Service Commission. The Public Service Commission is charged with ensuring that Missourians receive safe and reliable utility services at just, reasonable and affordable rates. The water case seeks to consolidate rates in Platte County with other districts including Mexico, Warrensburg, Brunswick, and St. Louis metro. If approved, the new rate structure would reduce the average monthly bill for residential customers from \$66.20 per month to \$59.82 per month (9.64% reduction).

The consolidated rate structure is opposed by the Office of the Public Counsel, the state agency assigned to represent the public and interests of utility customers in proceedings before the Missouri Public Service Commission. The Office of the Public Counsel is advocating preservation of the district-level rates. This is particularly important for Platte County since MAWC plans to construct a new water treatment plant in Parkville in 2017. If consolidated rates are not approved, water rates in Platte County are estimated to jump as much as 50% to support costs associated with the new plant.

The City of Riverside engaged Joe Bednar of the Spencer Fane law firm to file a rate case intervention with the Public Service Commission on behalf of the Platte County water district. Mr. Bednar offices in Jefferson City and has extensive experience with the Public Service Commission, state government, and private utilities (see Attachment 1). Mr. Bednar represented the Platte County district in a prior rate case in 2012 when MAWC previously sought approval for a statewide consolidated rate. That effort was successfully opposed by Joplin and St. Joseph, so the current case requests consolidation only across certain districts rather than a statewide rate.

¹ Information reported by Missouri American Water Company. Estimates are provided for general purposes only and should not be considered precise without further verification.

ITEM 3B

For 04-11-16

Board of Aldermen – Finance Committee Meeting

Although Mr. Bednar was hired by Riverside, he technically represents the entire water district, including Parkville customers, since the intervention before the Public Service Commission was filed for the Platte County district. Given that Parkville residents also benefit from this representation, the City of Riverside requested that Parkville consider a financial contribution to help offset the legal fees. The City of Riverside authorized up to \$65,000 for this matter based on a blended hourly rate of \$280 for the services provided by Mr. Bednar and his firm.

In addition to the rate case, Mr. Bednar is seeking relief from the Missouri Public Service Commission to resolve water quality issues in the MAWC Platte County district. A public hearing for the water rate case was held on February 1, 2016, in Riverside. At the hearing, several local customers, including Parkville residents from Riss Lake and Thousand Oaks, reported significant water quality issues due to high levels of calcium in the water. Related damage was reported to household appliances and lateral water lines.

BUDGET IMPACT:

The 2016 budget includes \$120,000 in the administration division of the General Fund for attorney/legal fees. The base contract with the city attorney is for \$77,400 per year for routine legal services, leaving a balance of \$42,600 for specialty legal matters beyond the monthly service allotment of 35 hours. The city spent \$101,541.58 from this line item in 2015.

ALTERNATIVES:

1. Approve a financial commitment to the City of Riverside in an amount up to \$10,000 to offset legal expenses to represent the Platte County water district in the rate case before the Missouri Public Service Commission.
2. Recommend that the Board of Aldermen approve a financial commitment to the City of Riverside for an amount in excess of \$10,000 to offset legal expenses to represent the Platte County water district in the rate case before the Missouri Public Service Commission.
3. Do not authorize a financial commitment to the City of Riverside.
4. Postpone the item.

STAFF RECOMMENDATION:

The City of Riverside did not request a specific dollar amount but rather stated that any participation by Parkville would be appreciated. Staff recommends that the Finance Committee determine an appropriate level of participation, if any, based on the available funding described in the Budget Impact section of this report and the perceived benefit to Parkville customers.

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. Expenses above \$10,000 must be approved or rejected by the Board of Aldermen following a recommendation from the Finance Committee.

SUGGESTED MOTION:

I move to <approve or recommend to the Board of Aldermen> a financial commitment to the City of Riverside in the amount of <\$_____> to help offset legal expenses to represent Parkville customers within the Platte County water district in the Missouri American Water Company rate case before the Missouri Public Service Commission.

ATTACHMENTS:

1. Joe Bednar biography
-



Joe Bednar

PARTNER



T: 573.634.8116

jbednar@spencerfane.com

Joe Bednar, a registered lobbyist, applies the experience he gained as a member of management in the public and private sectors to assist clients in governmental relations matters. His communication skills and experience in developing government strategies were developed by providing advice to corporate executives and key government officials early in his career. This background provides a unique perspective when analyzing the impact of federal, state and local laws and regulations on businesses.

In representing the firm's clients, he works frequently with the Governor and Governor's staff, members of the Governor's cabinet, as well as the Attorney General, Speaker of the House and President Pro tem of the Senate.

Prior to attending law school, Joe served as District Manager, College Recruiter, and National Sales Trainer for the Coca-Cola Company - Foods Division.

Upon graduating from law school, he went to work as an Assistant Prosecuting Attorney, and then Chief Trial Assistant, Chief Assistant and finally Deputy Prosecuting Attorney for the second largest Prosecuting Attorney's Office in the state of Missouri. Following his service as an Assistant Prosecuting Attorney and a short stint as an Attorney in private practice, he served almost seven years as Chief Legal Counsel to the late Governor Melvin (Mel) Carnahan and Governor Roger B. Wilson, and served as Special Counsel to former Governor Robert Lee (Bob) Holden.

MEMBERSHIPS

Civic and Charitable Activities

- Jefferson City Chamber of Commerce

Professional Activities

- The Missouri Bar
- American Bar Association
- Cole County Bar Association
- Kansas City Metropolitan Bar Association
- Missouri Court Automation Committee (appointed by Chief Justice Limbaugh)

DISTINCTIONS

PRACTICE AREAS

- [Governmental Affairs](#)
- [Real Estate Solutions Group](#)
- [Litigation and Dispute Resolution](#)
- [White Collar Criminal Defense and Corporate Investigations](#)

EDUCATION

- University of Missouri - Columbia
- University of Missouri - Kansas City School of Law (1986)

BAR ADMISSIONS

- Missouri, 1986

COURT ADMISSIONS

U.S. District Court for the Western District of Missouri

- AV® Peer Review Rated, Martindale-Hubbell
- Listed in The Best Lawyers in America®

Contact Joe Bednar at 573.634.8116 or jbednar@spencerfane.com.

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The choice of a lawyer is an important decision and should not be based solely on advertisements.

CITY OF PARKVILLE Policy Report

Date: March 30, 2016

Prepared By:

Jon Jordan
Captain

Reviewed By:

Kevin L. Chrisman
Chief of Police

ISSUE:

Approve the purchase of a new Ford Taurus All Wheel Drive Police Interceptor Sedan vehicle to be used as a patrol vehicle from Dick Smith Ford of Raytown, Missouri.

BACKGROUND:

Ford Motor Company ceased producing the Crown Victoria Police Vehicle in 2012, and since then the City has purchased Ford Taurus All Wheel Drive police vehicles. The City has had a favorable experience with the last three Ford Taurus All Wheel Drive police vehicles purchased to replace patrol vehicles.

The request for sealed bid packet was posted on the City's website, email notifications of the request for sealed bids were also sent to four Ford dealerships and to the State of Missouri Ford Police Interceptor Sedan bid holder, which is, Lou Fusz Ford in Chesterfield, Missouri. Bids were received from three of the five emailed Ford dealerships (see attached bid tabulation form for the three bids). Two of the emailed dealerships did not submit bids (1) Lou Fusz Ford and (2) Gary Crossley Ford, of Liberty, Missouri.

Three sealed bids were received by the deadline date of March 24, 2016 at 9:00am. All three sealed bids were opened on March 24, 2016 at 9:30am by Parkville City Clerk Melissa Chesney and Captain Jordan. The lowest bid received was \$27,125.00 from Dick Smith Ford in Raytown, Missouri.

Pending a surplus declaration from the Board of Aldermen, the department will auction one 2011 Ford Crown Victoria with just over 137,000 miles on it through KCI Auto Auction. This vehicle is currently being used as a patrol vehicle and is one of the oldest patrol vehicles in the fleet. The funds from the sale of the 2011 Ford Crown Victoria will be returned to the City's general fund per policy.

BUDGET IMPACT:

The low bid received was \$27,125.00. The 2016 Capital Improvement Program (CIP) includes \$35,115 from the General Fund for the purchase of a new Ford police vehicle including required equipment, i.e., light bar, prisoner cage, video system, decals, etc, as deemed necessary, to make it patrol ready.

ALTERNATIVES:

1. Accept the low bid from Dick Smith Ford in the amount of \$27,125.00.
2. Do not approve the purchase and provide alternative direction to staff.
3. Postpone the purchase.

STAFF RECOMMENDATION:

Staff recommends that the Finance Committee recommend that the Board of Aldermen purchase the vehicle from Dick Smith Ford.

ITEM 3C

For 04-11-16

Board of Aldermen – Finance Committee Meeting

POLICY:

The Purchasing Policy, Resolution #10-02-14, requires the Finance Committee to make recommendations to the Board of Aldermen for all purchases in excess of \$10,000. The policy further requires that any asset which at the time of purchase cost \$2,500 or more must be declared surplus by the Board of Aldermen prior to disposal.

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen purchase the new Ford Taurus Police Interceptor Sedan from Dick Smith Ford of Raytown, Missouri in the amount of \$27,125.00; and declare the 2011 Ford Crown Victoria as surplus and eligible for auction upon receipt of the new vehicle.

ATTACHMENTS:

1. Bid tabulation sheet
2. Purchase Order

Attachment 1

BID TABULATION

2016 Ford Police Sedan (Taurus) Interceptor Vehicle
Opened Thursday, March 24, 2016

Bidder	TOTAL
Dick Smith Ford (Raytown, MO)	\$27,125.00*
Joe Machens Ford (Columbia, MO)	\$27,290.00
Thoroughbred Ford (Kansas City, MO)	\$27,344.18

(*) Recommended Award of Purchase

PURCHASE ORDER
(non-construction)

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

Date: 3/23/2016

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

VENDOR DICK SMITH FORD
9505 E. 350 HIGHWAY
RAYTOWN, MO 64133
Phone: 816-353-1495 Fax: 816-358-4406

SHIP TO:

INVOICE TO:

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 \$27,125 Dollars (\$ 27,125) for such materials, subject to any additions or deductions agreed upon in writing. Freight charges are included in purchase price and sales taxes will not be charged to the Purchaser as a tax exempt entity. Purchaser will provide Vendor with a Tax Exemption Certificate upon request. Payment is to be made within thirty 30 days after delivery of goods and receipt of invoice. This purchase order is only valid through 10/30/2016.

(4)

CITY OF PARKVILLE Policy Report

Date: March 22, 2016

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Lauren Palmer
City Administrator

ISSUE:

Approve a construction agreement with Genesis Environmental Solutions, Inc. for the construction of a storage building at the Wastewater Treatment Facility (WWTF).

BACKGROUND:

The standard operation at the Wastewater Treatment Facility (WWTF) includes the collection of the waste by-product and distribution of the sludge material on the City's property adjacent to the plant. The plant operators spread approximately 60 tons of sludge per year on the City's property. The equipment needed for this operation includes a tractor with a sludge wagon attachment. The plant operators need storage for other large equipment such as cranes and spare pumps. This equipment is currently being stored outside, being exposed to the elements.

The City released a bid request for the WWTF Storage Building and received responses from three companies.

<u>Company</u>	<u>Total Bid</u>
Morton Buildings (Holton, KS)	\$60,928.00
Genesis Environmental Solutions, Inc. (Blue Springs, MO)	\$97,400.00
Wick Buildings, LLC (Platte City, MO)	\$126,793.00

When reviewing the bid responses, there were three major issues with bid provided by Morton Buildings. The issues were (1) the contractor did not submit a bid on the City's bid form; (2) the contractor did not submit a 5% bid bond with its bid; and (3) the contractor did not include the cost of the concrete floor in its bid. For those reasons, Morton Buildings is not a qualified bidder. The lowest "qualified" bid was Genesis Environmental Solutions, Inc.

The building is located in the FEMA designated floodway. The design of the storage building includes access doors on the north and south sides of the building, satisfying the flood-proofing requirement for the building. The City has prepared a Floodplain Development Application (Attachment 3). The City hired Olsson Associates to study the area and provide an Engineering No-Rise Certification (Attachment 4). The floodplain variance for the construction of the building in the floodway was on the Board of Zoning Appeals (BZA) agenda on Tuesday, March 22, 2016. Since there was no quorum, the floodplain variance could not be presented to BZA for approval. Staff plans to present this item at the BZA meeting on April 26, 2016. Attachment 5 includes the proposed Floodplain Development Permit.

BUDGET IMPACT:

The 2016 Capital Improvements Program (CIP) includes \$90,000 for the construction of a WWTF Storage Building to protect and secure the tractor, sludge wagon, pumps, and other equipment. The bid provided is \$97,400, which is \$7,400 over the anticipated budget.

ITEM 3D

For 04-11-16

Board of Aldermen - Finance Committee Meeting

The Capital Outlay of the Sewer Fund included \$7,000 for the replacement of 2 tires and 4 rims on the sewer tractor. This work could be delayed until 2017 to cover the overage of the WWTP Storage Building.

ALTERNATIVES:

1. Approve the construction agreement with Genesis Environmental Solutions, Inc. for the construction of the storage building at the WWTF in the amount of \$97,400.
2. Authorize staff to negotiate a construction contract with Genesis Environmental Solutions, Inc. for the construction of the storage building at the WWTF, allowing staff to value engineer the project in an effort to stay within budget.
3. Do not approve the contract.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approval of the construction agreement with Genesis Environmental Solutions, Inc. for the construction of the storage building at the WWTF. Since the floodplain variance has not been before the Board of Zoning Appeals for their approval, staff recommends that the final execution of the contract be contingent on approval of the floodplain variance.

POLICY:

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

SUGGESTED MOTION:

I move to recommend the Board of Aldermen approve the construction agreement with Genesis Environmental Solutions, LLC for the construction of the storage building at the WWTF in the amount of \$97,400. The final execution of the contract will be contingent on the BZA approval of the floodplain variance.

ATTACHMENTS:

1. Bid Tabulation
2. Proposed Agreement
3. Floodplain Development Variance Application
4. Engineering "No-Rise" Certification
5. Floodplain Development Permit

BID TABULATION
WWTP Storage Building

BID DATE: MARCH 1, 2016, 10:00 A.M.

VENDOR	TOTAL
Morton Buildings (Holton, KS)	\$60,928.00
Genesis Environmental Solutions, Inc.* (Blue Springs, MO)	\$97,400.00
Wick Buildings, LLC (Platte City, MO)	\$126,793.00

*Denotes Lowest Qualified Bidder

CITY OF PARKVILLE, MO

AGREEMENT BETWEEN CITY OF PARKVILLE AND GENESIS ENVIRONMENTAL SOLUTIONS, LLC FOR METAL STORAGE BUILDING FOR THE WASTEWATER TREATMENT FACILITY

This agreement is made and entered into this the 19th day of April 2016, by and between the City of Parkville, Missouri, (hereinafter the "City") and Genesis Environmental Solutions, LLC, (hereinafter the "Contractor").

WITNESSETH:

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

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

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

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

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

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

Work Timeframe:

The work will commence once the City issues a notice-to-proceed and the Board of Aldermen have approved the contract. This is a 45 calendar day project from Notice to Proceed.

Sequence of Work:

The Contractor shall sequence work in such a way as to minimize disruptions to the general public. Work hours shall be restricted to 7 a.m. to 5 p.m. Monday-Friday unless approved otherwise.

Environmental and Safety Requirements:

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

Material & Construction Specifications:

Metal Storage Building at the Waste Water Treatment Facility, City of Parkville, MO:

(1) 60' X 45' Metal Storage Building. This building will be located in a floodway, and must meet all Flood Resistant Construction Codes of the 2012 International Code, FEMA's National Flood Insurance Program, and the City's Floodplain Management, Chapter 404.

1. Furnish all excavation and compaction of the building pad. Compaction testing to be by the City.
2. Furnish all footings and foundations; 6" reinforced concrete slab with (2) 24' x 6' concrete aprons and one 5x6 door pad.
3. Provide and erect (1) 60' x 45' metal building with 14'-4" height, 9' truss spacing, 4:12 roof pitch, vented roof and louvered cupola, and Hi-Rib Steel minimum .019 siding with protective liner (color to be selected from standard building colors).
4. West and East walls shall have 1' wide vented sidewall overhang with standard 6" fascia, gutters, and downspouts with elbows at base.
5. South and North walls shall have 1' wide non-vented endwall overhang with standard 6" fascia.
6. Man Door: 3' x 6'-8" Plain Flat Leaf Man Door with out-swing, left hinge; interconnected level lockset/deadbolt and closer.
7. Sliding Doors: Total of (2) - (1) 24' x 15'-2" double aluminum sliding door sliding both direction with protective liner.
8. Skybelts:
 - a. On west wall – 45 lineal feet of half-panel skybelt (approx. 3'-0" high) from 0' to 45'.
 - b. On east wall – 45 lineal feet of half-panel skybelt (approx. 3'-0" high) from 0' to 45'
9. Excludes electrical.
10. Missouri Prevailing Wage Order #21 is currently in effect and attached as part of these bidding requirements.

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

ARTICLE II. The City shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of Ninety-seven Thousand Four Hundred DOLLARS (\$97,400.00) (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

ARTICLE III. The contractor shall commence work upon the date stated in the Notice to Proceed and will complete all work by this Contract by 45 days. Time is of the essence. Accordingly, liquidated damages shall be assessed against Contractor, as stipulated liquidated damages and not as a

penalty, in the amount of \$100.00 for each and every calendar day the work remains incomplete over the specified completion time.

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

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

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

Exhibit A	General Conditions of the Contract
Exhibit A-1	Special Conditions of the Contract
Exhibit B-1	Form of Performance Bond
Exhibit B-2	Form of Payment Bond
Exhibit C	List of Plans (by sheet number and date), including all addenda thereto (Not Applicable)
Exhibit D	Specifications dated February 9, 2016, including all addenda thereto
Exhibit E	Contractor's Affidavit Acknowledging Federal Lobbying Activities and Conflict of Interest Prohibition
Exhibit F	Sales tax exemption documentation forms
Exhibit G	Contractor's Affidavit of Compliance with Non-Discrimination and Equal Employment Opportunity Laws
Exhibit H	Affidavit of Compliance with Safety Training Requirements (§292.675 R.S. Mo.)
Exhibit I	Affidavit of Compliance with R.S. Mo §285.530.6
Exhibit J-1	Applicable Missouri Prevailing Wage Rates
Exhibit J-2	Prevailing Wage Rate Reporting Form
Exhibit J-3	Certification of Compliance with Prevailing Wage Requirements
Exhibit K	Insurance Requirements
Exhibit L	Form of Bill of Sale
Exhibit M	Form of Bailment Agreement
Exhibit N	Form of Conditional Partial Waiver of Lien and Release of Claims
Exhibit O	Form of Conditional Final Waiver of Lien and Release of Claims

WITNESS WHEREOF, the City of Parkville, Missouri, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed two (2) counterparts of this contract in the prescribed form and manner, the day and year first above written.

CITY OF PARKVILLE, MISSOURI

By: Nanette K. Johnston

Title: Mayor

ATTEST:

Melissa McChesney, City Clerk

Contractor

By _____

Title _____

(SEAL)

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



COMMUNITY DEVELOPMENT
 8880 Clark Avenue
 Parkville, MO 64152
 (816) 741-7676,
 FAX (816) 741-0013

Application #: A2416-03
 Date Submitted: 2-23-16
 Date Approved: _____

FLOODPLAIN DEVELOPMENT VARIANCE APPLICATION

1. Applicant / Contact Information

Applicant(s)

Name: City of Parkville
 Address 8880 Clark Ave
 City, State Parkville, Missouri 64152
 Phone: 816-741-7676 Fax: 816-741-7676
 E-mail inspections@parkvillemo.gov

Owner(s), if different from applicant

Name: _____
 Address: _____
 City, State: _____
 Phone: _____ Fax: _____
 E-mail: _____

We, the undersigned, do hereby authorize the submittal of this application and associated documents and certify that all information contained therein is true and correct. We acknowledge that development in the City of Parkville is subject to the Municipal Code of the City of Parkville. We do hereby agree to abide by and comply with the above-mentioned codes, and further understand that any violations from the provisions of such or from the conditions as stated herein shall constitute cause for fines, punishments and revocation of approvals as applicable.

Applicant's Signature (Required) [Signature] Date: 3-7-16

Property Owner's Signature (Required) [Signature] Date: 3-7-16

2. Type of Request

(Select one): Appeal Variance

The following information may be submitted on a separate sheet if necessary.

Applicable zoning regulation and section: Chapter 404-Floodpain Management, Section 404.050

- 1) Is structure in the floodway? Yes [] No []
- 2) Can the development be located outside of the floodplain? Yes [] No []

If yes, then the variance should not be granted. If not, continue

State why the development cannot be located outside of the floodplain The waste water Treatment plant is a fixed location facility and all systems and maintained must be maintained on site.
this is a public utility.

3) State why the development will not increase flood heights, create additional threats to public safety, or cause additional public expense:

technical data supports the fact that the proposed development described above will not create any increase to the 100-year base flood elevations on said flooding
source above at the upstream limits of construction

4) Is this variance submitted under HARDSHIP, Yes [] No []

The exceptional hardship is: The Waste Water Treatment Plant location was approved by ordinance in 1993 with buildings to have flood-proof construction. As the City grows so does the demand for extra equipment and storage facility.

5) Is the requested variance or exception for the construction or restoration of a structure listed on the National Register of Historic Places or the State Historic Register?

Yes [] No []

If yes, Attach a letter or appropriate documentation from either agency that shows that structure is an historic building.

6) Variances for Agricultural Structures.

Yes [] No []

3. Property Information

Address and general location: 12303 NW FF Highway

Attach a separate sheet with complete legal description of the property.

Present zoning: Light Industrial District Proposed zoning: _____

Present use of the property: Waste Water Treatment Plant

Proposed use with variance, appeal or special exception: _____

4. Neighboring Land Use, Zoning, Character and Effects of Amendment on Each

Describe the zoning and uses on the neighboring properties:

	<u>Land use</u>	<u>Zoning</u>
North:	<u>AG</u>	<u>Planned Industrial</u>
South:	<u>AG</u>	<u>Planned Industrial</u>
East:	<u>AG</u>	<u>Planned Industrial</u>
West:	<u>AG</u>	<u>Planned Industrial</u>

General character of the neighborhood: Agricultural

Effects of the requested variance or appeal on adjacent and neighboring property:

None existing use to continue



COMMUNITY DEVELOPMENT
 8880 Clark Avenue
 Parkville, MO 64152
 (816) 741-7676,
 FAX (816) 741-0013

Application #: B2A16-03
 Date Submitted: 2-23-16
 Date Approved: _____

Other comments or factors relating to this request: See Staff report

5. Checklist of Required Submittals

- Completed application and all required submittals as follows.
- Complete legal description of the applicable property.
- Owner's signature and affidavit of ownership.
- Four copies of a plan showing proposed variance, appeal or special exception in relation to existing proposed features, on and off-site and all supporting documentation and exhibits in paper and electronic (pdf) format.

For City Use Only

Application accepted as complete by: Kelly Yulich - ASSISTANT TO 2-23-16
 Name/Title CD DIRECTOR Date

Accepted by: _____ Date _____
 Name/Title

Board Action: Approved Approved with Conditions Denied Date of Action: _____

Conditions if any: _____

To be completed by community permit official: Floodplain Development Permit No. _____

ENGINEERING "NO-RISE" CERTIFICATION

Community: Parkville County: Platte State: MO

Applicant: City of Parkville Date: 02/26/2016

Address: 8880 Clark Avenue, Parkville, MO 64152

Telephone: _____

Engineer: Olsson Associates

Address: 7301 West 133rd Street, Suite 200

Overland Park, KS 66213

Telephone: 913-381-1170

SITE DATA:

1. Location SW $\frac{1}{4}$; NE $\frac{1}{4}$; Section 33; Range 34W; Township: 51N

Street Address: 12303 NW FF Hwy

2. Panel(s) No. of NFIP map(s) affected: 29165C0378D

3. Type of development: Filling: _____ Grading: _____ Excavation: _____ Minor Improv _____
Substantial-Improv _____ New Construction X Other _____

4. Description of Development: Construction of storage building

5. Name of flooding source: Missouri River Backwater /Rush Creek Confluence

COMMENTS: The site is located near the confluence of the Missouri River and Rush Creek. The Missouri River creates a high tailwater on Rush Creek and is the controlling flood source in this situation. The site is located in an ineffective flow area of the Missouri River. Therefore, no loss of conveyance will occur during the base flood as a result of the project.

This is to certify that I am a duly qualified engineer licensed to practice in the State of Missouri. It is to further certify that the attached technical data supports the fact that the proposed development described above will not create any increase to the 100-year base flood elevations on said flooding source above at the upstream limits of construction.

Name: Eric Shelton

Signature:  Date: 02/26/2016

Title: Associate Engineer License No. PE2015000604

FLOODPLAIN DEVELOPMENT PERMIT/APPLICATION

Application No. _____

Date: _____

TO THE ADMINISTRATOR: The undersigned hereby makes application for a permit to develop in a floodplain. The work to be performed, including flood protection works, is as described below and in attachments hereto. The undersigned agrees that all such work shall be in accordance with the requirements of the Floodplain Management Ordinance and with all other applicable county/city ordinances, federal programs, and the laws and regulations of the State of Missouri.

City of Parkville, 02/26/2016, Olsson Associates, 02/26/2016, 8880 Clark Avenue, Parkville, MO 64152, 7301 West 133rd, 913-381-1170

SITE DATA

- 1. Location: SW 1/4; NE 1/4; Section 33; Township; 51N; Range 34W
Street Address 12303 NW FF Hwy
2. Type of Development: Filling, Grading, Excavation, Minimum Improvement, Routine Maintenance, Substantial improvement, New Construction X, Other
3. Description of Development: Construction of storage building.
4. Premises: Structure Size 60 ft. By 45 ft. Area of Site 2700 Sq ft. Principal Use Storage
5. Value of improvement (fair market) \$, Pre-Improvement/Assessed Value of Structure \$ n/a
6. Property Located in a Designated FLOODWAY? Yes X No

IF ANSWERED YES, CERTIFICATION MUST BE PROVIDED PRIOR TO THE ISSUANCE OF A PERMIT TO DEVELOP, THAT THE PROPOSED DEVELOPMENT WILL RESULT IN NO INCREASE IN THE (100-YEAR) FLOODWAY ELEVATIONS.

- 7. Property Located in a designated Floodplain FRINGE? Yes X No
8. Elevation of the 100-Year Flood (ID source) 761.0 Rush Creek FIS profile NGVD/NAVD
9. Elevation of the Proposed Development Site Approximately 750' NGVD/NAVD
10. Local Ordinance Elevation/Floodproofing Requirement 762.0' Doesn't meet floodplain ordinance requirement w/o variance NGVD/NAVD
11. Other Floodplain Elevation Information (ID and describe source) n/a

- 12. Other permits required? Corps of Engineer 404 Permit: Yes No X Provided
State Department of Natural Resources 401 Permit: Yes No X Provided
Environmental Protection Agency NPDES Permit: Yes No X Provided

All Provisions of Ordinance Number _____, the "Floodplain Management Ordinance", Shall be in Compliance.

PERMIT APPROVAL/DENIAL

Plans and Specifications Approved/Denied this _____ Day of _____, 20_____

Signature of Developer/Owner
Print Name and Title

Authorizing Official
Print Name and Title

THIS PERMIT IS ISSUED WITH THE CONDITON THAT THE LOWEST FLOOR (INCLUDING BASEMENT FLOOR) OF ANY NEW OR SUBSTANTIALY IMPROVED RESIDENTIAL BUILDING WILL BE ELEVATED 1 FOOT/FEET ABOVE THE BASE FLOOD ELEVATION.

This permit is used with the condition that the developer/owner will provide certification by a registered engineer, architect, or land surveyor of the "AS-BUILT" LOWEST FLOOR (INCLUDING BASEMENT ELEVATION OF ANY NEW OR SUBSTANTIALY IMPROVED BUILDING COVERED BY THIS PERMIT

CITY OF PARKVILLE Policy Report

Date: April 4, 2016

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Lauren Palmer
City Administrator

ISSUE:

Approve a construction agreement with Julius Kaaz Construction Co., Inc. for the 2016 Curb and Sidewalk Program.

BACKGROUND:

The City programmed money in the 2016 Capital Improvement Program (CIP) for street maintenance. The street maintenance program includes concrete curb and sidewalk repair; asphalt mill and overlay; pavement marking; and crack sealing.

In July 2015, the Public Works Director and Director of Operations reviewed the quality of each City street. These streets were rated according to a standard pavement rating system. City staff has identified areas around the City in need of reconstruction; these areas have been prioritized in a long-range Capital Improvement Program (CIP). On March 7, 2016, the Finance Committee authorized staff to release the bid request for the street maintenance program, including the following primary areas for curb replacement:

Area 1: Riss Lake

- a. Rosewood Circle
- b. Sunset Drive
- c. Twilight Circle
- d. Twilight Place

Area 2: Kelly Industrial Park

- a. 63rd Street
- b. Kelly Drive North
- c. Kelly Drive South

The secondary curb replacement areas are included on a priority list maintained by the Director of Operations. The areas with substantial curb damage are within Riss Lake and River Hills subdivisions. Staff will review these areas to determine how much can be replaced with the remaining balance of the curb and sidewalk program.

The curb and sidewalk program also includes approximately 70 feet of curb and sidewalk removal in front of the funeral home at the intersection of 4th Street and Main Street (see Attachment 1).

In March 2016, the City released a bid request for the curb and sidewalk program. On March 29th, the City received responses from six contractors. The bids are included in Attachment 2. Julius Kaaz Construction Co., Inc. was the low bidder.

ITEM 3E1

For 04-11-16

Board of Aldermen - Finance Committee Meeting

BUDGET IMPACT:

The 2016 Capital Improvement Program includes \$100,000 for the Curb & Sidewalk Program. The low bidder was Julius Kaaz Construction, with a proposed bid of \$103,924.

There will be budget savings in the General Fund from salary savings in vacant positions. Staff has not yet determined the full extent of the salary savings, however preliminary analysis indicates that there is sufficient budget available to cover the extra \$3,924.00 requested for the curb and sidewalk program.

ALTERNATIVES:

1. Approve the construction agreement with Julius Kaaz Construction Co., Inc. for the 2016 Curb and Sidewalk Program in the amount of \$103,924.
2. Reject all bids and provide further direction to staff.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approval of the agreement with Julius Kaaz Construction Co., Inc. for the 2016 Curb and Sidewalk Program in an amount of \$103,924.

POLICY:

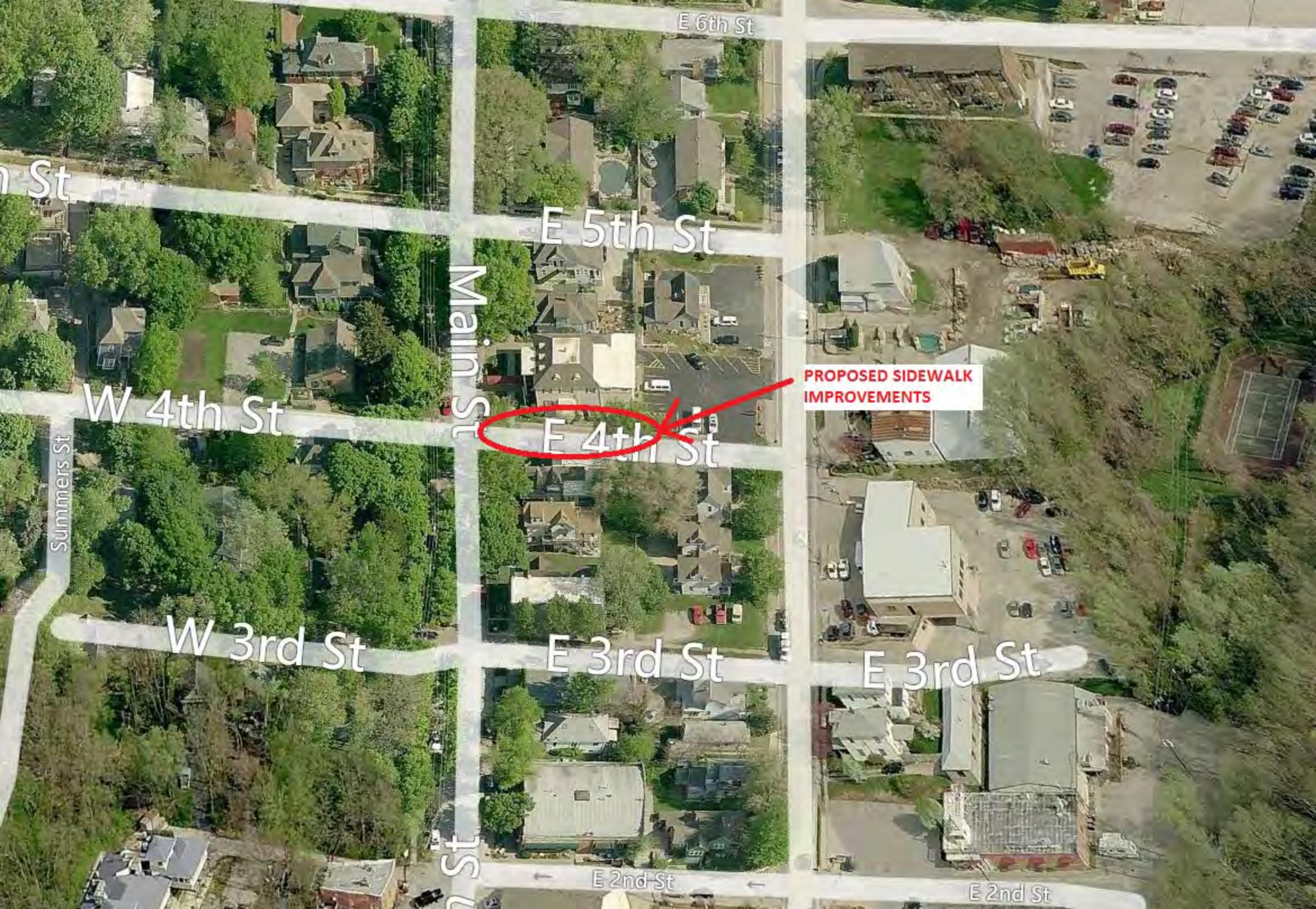
The Purchasing Policy, Resolution No. 10-02-14, requires the Board of Aldermen to approve all purchases above \$10,000 upon recommendation of the Finance Committee.

SUGGESTED MOTION:

I move to recommend the Board of Aldermen approve the construction agreement with Julius Kaaz Construction Co., Inc. for the 2016 Curb and Sidewalk Program in an amount of \$103,924.

ATTACHMENTS:

1. Project Map
2. Bid Tabulation
3. Proposed Agreement



PROPOSED SIDEWALK IMPROVEMENTS

E 4th St

Main St

W 4th St

W 3rd St

E 3rd St

E 3rd St

E 2nd St

E 2nd St

E 6th St

E 5th St

Summers St

n St

st

BID TABULATION
2016 CURB AND SIDEWALK PROGRAM
BID DATE: MARCH 29, 2016, 10:00 A.M.

BIDDER	TOTAL BID
Freeman Concrete Construction (Shawnee, KS)	\$178,036.00
Terry Snelling Construction, Inc. (Independence, MO)	\$124,830.00
BKM Construction LLC (Leavenworth, KS)	\$189,369.00
Phoenix Concrete & Underground LLC (Olathe, KS)	\$120,945.18
Jessie's Quality Concrete Co., Inc. (Shawnee, KS)	\$138,584.00
Julius Kaaz Construction Co., Inc. (Leavenworth, KS)	\$103,924.00*

*Denotes recommended vendor

CITY OF PARKVILLE, MO

AGREEMENT BETWEEN CITY OF PARKVILLE AND CONTRACTOR FOR PUBLIC IMPROVEMENT OF CONCRETE CURBS AND SIDEWALKS FOR 2016

This agreement is made and entered into this 19th day of April 2016, by and between the CITY OF PARKVILLE, MISSOURI, (hereinafter the "City") and Julius Kaaz Construction Co., Inc. (hereinafter the "Contractor").

WITNESSETH:

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

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

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

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

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

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

Concrete Curb and Sidewalk Removal and Replacement:

A. Work Timeframe:

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

B. Sequence of Work:

The Contractor shall sequence work in such a way as to minimize disruptions to the general public. Work hours shall be restricted to 7 a.m. to 5 p.m., Monday thru Friday, unless approved otherwise. Flyers shall be hand-delivered to all affected residents with information about when

the work will be done, what the work involves, who is completing the work, and a contact person for questions. Two sets of flyers shall be completed, one at the beginning of the project with the estimated timeframe and another at least 24 hours in advance of work.

C. Environmental and Safety Requirements:

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

D. Material & Construction Specifications:

The material and construction shall follow the KC-APWA specifications as currently adopted. The concrete shall be MCIB Mix No WA610-1-4 (4500 psi, 3" max. slump, 1" max coarse aggregate size). All concrete shall be cured using an approved curing compound and shall be applied liberally. The City will provide and pay for material testing by a third party. Construction shall follow current KC-APWA standards.

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

Unit prices shall be as follows:

<u>Description</u>	<u>Unit Price</u>
Reconstruct ADA Ramp	\$1,700.00 per each
4-foot Sidewalk Removal	\$57.00 per square yard
5 ½-foot Sidewalk Replacement	\$100.00 per square yard
CG-2 Curb & Gutter Repair (includes removal and replacement)	\$32.00 per lineal foot

E. Traffic Control:

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

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

ARTICLE II. The City shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of One hundred three thousand nine hundred twenty-four DOLLARS (\$103,924.00) (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

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

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

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

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

Exhibit A	General Conditions of the Contract
Exhibit A-1	Special Conditions of the Contract
Exhibit B-1	Form of Performance Bond
Exhibit B-2	Form of Payment Bond
Exhibit C	List of Plans (by sheet number and date), including all addenda thereto (Not Applicable)
Exhibit D	Specifications dated <u>March 8, 2016</u> , including all addenda thereto
Exhibit E	Contractor's Affidavit Acknowledging Federal Lobbying Activities and Conflict of Interest Prohibition
Exhibit F	Sales tax exemption documentation forms
Exhibit G	Contractor's Affidavit of Compliance with Non-Discrimination and Equal Employment Opportunity Laws
Exhibit H	Affidavit of Compliance with Safety Training Requirements (§292.675 R.S. Mo.)
Exhibit I	Affidavit of Compliance with R.S. Mo §285.530.6
Exhibit J-1	Applicable Missouri Prevailing Wage Rates
Exhibit J-2	Prevailing Wage Rate Reporting Form
Exhibit J-3	Certification of Compliance with Prevailing Wage Requirements
Exhibit K	Insurance Requirements
Exhibit L	Form of Bill of Sale
Exhibit M	Form of Bailment Agreement
Exhibit N	Form of Conditional Partial Waiver of Lien and Release of Claims
Exhibit O	Form of Conditional Final Waiver of Lien and Release of Claims

WITNESS WHEREOF, the City of Parkville, Missouri, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed two (2) counterparts of this contract in the prescribed form and manner, the day and year first above written.

CITY OF PARKVILLE, MISSOURI

By: Nanette K. Johnston

Title: Mayor

ATTEST:

Melissa McChesney, City Clerk

JULIUS KAAZ CONSTRUCTION CO., INC.

Contractor

By Jody Kaaz

Title President

(SEAL)

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

CITY OF PARKVILLE Policy Report

Date: April 4, 2016

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Lauren Palmer
City Administrator

ISSUE:

Approve a construction agreement with Tandem Paving Company, Inc. for the 2016 Mill and Overlay Program.

BACKGROUND:

The City programmed money in the 2016 Capital Improvement Program (CIP) for street maintenance. The street maintenance program includes concrete curb and sidewalk repair; asphalt mill and overlay; pavement marking; and crack sealing.

In July 2015, the Public Works Director and Director of Operations reviewed the quality of each City street. These streets were rated according to a standard pavement rating system. City staff has identified areas around the City in need of reconstruction. The immediate areas have been included in a long-range Capital Improvement Program (CIP).

Staff determined that mill and overlay, as well as microsurfacing, are the best treatments for the 2016 street maintenance program. On March 7, 2016, the Finance Committee authorized staff to release the bid request for the street maintenance program, including the following mill and overlay areas:

Area 1: Riss Lake

- a. Rosewood Circle
- b. Sunset Drive
- c. Twilight Circle
- d. Twilight Place

Area 2: Kelly Industrial Park

- a. 63rd Street
- b. Kelly Drive North
- c. Kelly Drive South

Area 3: Crooked Road

- a. Hwy 45 to N. City Limits

Area 4: Mill Street

- a. Main Street to Hwy FF

Area 5: Brink Myers Road

- a. East to City Limits

In March 2016, the City released a bid request for the mill and overlay program. On March 29th, the City received responses from nine contractors. Their bids are included in Attachment 2. Tandem Paving Company, Inc. was the low bidder.

ITEM 3E2

For 04-11-16

Board of Aldermen - Finance Committee Meeting

BUDGET IMPACT:

The 2016 Capital Improvement Program includes \$225,000 for the Asphalt Overlay Program. Tandem Paving's bid for the Mill & Overlay Program is \$206,165.

There is a separate request for the microsurfacing of Main Street and Waters Edge in the amount of \$18,648. The remaining balance of the Waters Edge escrow is \$8,883, which leaves \$9,765 of the microsurfacing contract paid from the Asphalt Overlay Program. The total contracted amount from the Asphalt Overlay Program is \$215,930, which is within budget for this line item.

The remaining budget balance of \$9,070 will be combined with partial-year personnel savings to expand the street maintenance program. On December 15, 2015, the Board approved Ordinance No. 2829 to adopt the 2016 budget. The ordinance states that staff will monitor expenses and revenues for the first half of the 2016 fiscal year. Any savings generated due to personnel vacancies or other known cost reductions or exceptional revenues will be redirected to increase the funding available for the 2016 mill and asphalt overlay program. Staff is working to prepare a change order (based on unit prices) to add more priorities into the 2016 street maintenance program based on the calculated personnel savings. Upon adoption of the base contract, the change order will be presented at a future Finance Committee meeting.

ALTERNATIVES:

1. Approve the contract with Tandem Paving Company, Inc. for the 2016 Mill and Overlay Program.
2. Reject all bids and provide further direction to staff.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approval of a construction agreement with Tandem Paving Company, Inc. for the 2016 Mill and Overlay Program in the amount of \$206,165.

POLICY:

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

SUGGESTED MOTION:

I move to recommend the Board of Aldermen approve a construction agreement with Tandem Paving Company, Inc. for the 2016 Mill and Overlay Program in the amount of \$206,165.

ATTACHMENTS:

1. Project Maps
2. Bid Tabulation
3. Proposed Agreement

Tom Watson Pkwy

Tom Watson Pkwy NW 64th St

Tom Watson Pkwy
NW 64th St

NW 6

MILL AND OVERLAY
RISS LAKE

Riss Lake Dr

NW Timbercrest Pl

Riss Lake Dr

Clearwater Dr

Riss Lake Dr

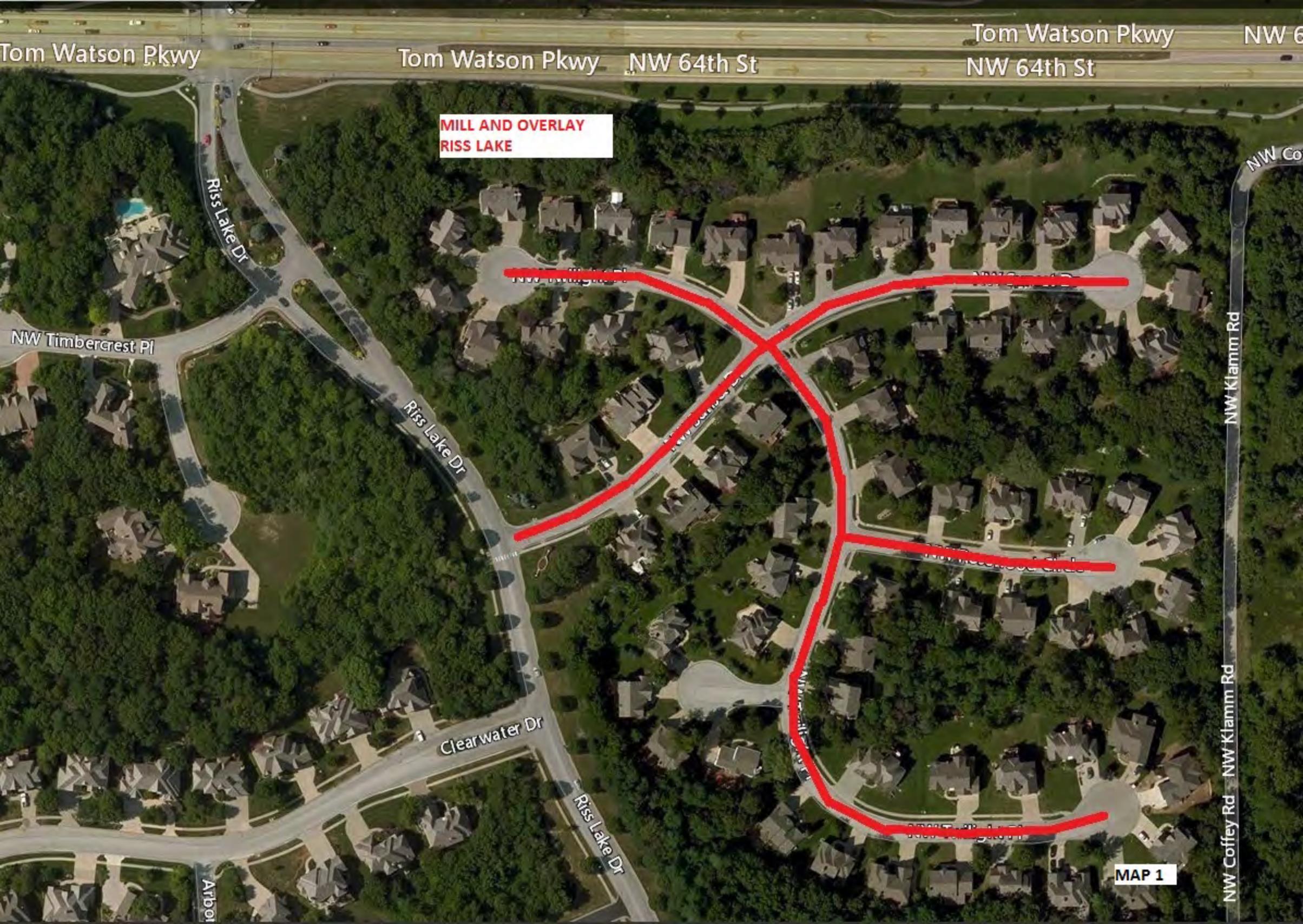
Arbol

NW Co

NW Klamm Rd

NW Coffey Rd NW Klamm Rd

MAP 1





Tom Watson Pkwy

45

**MILL AND OVERLAY
KELLY INDUSTRIAL PARK**

National Golf Club

NW Bell Rd

Schwan's Ice Cream and Frozen...

MAP 2

**MILL AND OVERLAY
N. CROOKED ROAD**



**MILL AND OVERLAY
MILL STREET**



NW Bluff Dr

NW Crooked Rd

Mill St

West St

**MILL AND OVERLAY
MILL STREET**

Summers St

W 3rd St

E 3

E 2

Cafe Des Amis

Northland Exposure Artists' Ga...

Parkville Artisan's Studio

Armed Forces Bank NA

Frank's
Italian
Restaurant

Parkville
Coffeehouse

Stone Canyon Pizza
Company

Mill St

W 1st St

Mill St

Main St

English Landing Dr

Cafe Italia

English Landing Dr

**MILL AND OVERLAY
NW BRINK MYERS ROAD**



NW Brink-Myer Rd

NW 68th St

NW Brink-Myer Rd

NW Brink-Myer Rd

NW Meyers Circle

NW 66th Terrace

NW Hickory Dr

Willow Ln

White Pine Circle

BID TABULATION
2016 MILL & OVERLAY PROGRAM
BID DATE: MARCH 29, 2016, 10:00 A.M.

BIDDER	TOTAL BID
Musselman & Hall, LLC (Kansas City, MO)	\$224,950.00
Advanced Asphalt Paving & Concrete (Grain Valley, MO)	\$323,500.00
Little Joe's Asphalt, Inc. (Bonner Springs, KS)	\$216,300.00
JM Fahey Construction Company (Grandview, MO)	\$225,250.00
Tandem Paving Company Inc. (Blue Springs, MO)	\$206,165.00*
Metro Asphalt, Inc. (Independence, MO)	\$222,475.00
Barkley Asphalt Co., Inc. (Liberty, MO)	\$262,520.00
McAnany Construction, Inc. (Shawnee Mission, KS)	\$241,750.00
Calvert's Paving, Inc. (Kansas City, MO)	\$246,915.00

*Denotes recommended vendor

CITY OF PARKVILLE, MO

AGREEMENT BETWEEN CITY OF PARKVILLE AND CONTRACTOR FOR 2016 MILL AND OVERLAY PROGRAM

This agreement is made and entered into this 19th day of April 2016, by and between the City of Parkville, Missouri, (hereinafter the "City") and Tandem Paving Company, Inc., (hereinafter the "Contractor").

WITNESSETH:

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

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

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

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

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

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

Mill and Overlay Program:

A. Work Timeframe:

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

B. Sequence of Work:

The Contractor shall sequence work in such a way as to minimize disruptions to the general public. Work hours shall be restricted to 7 a.m. to 5 p.m Monday-Friday unless approved otherwise. Flyers shall be hand delivered to all affected residents with information about when the work will be done, what the work involves, who is completing the work, and a

contact person for questions. Two sets of flyers shall be completed, one at the beginning of the project with the estimated timeframe and another at least 24 hours in advance of work.

C. Environmental and Safety Requirements:

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

D. Material & Construction Specifications:

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

Unit prices shall be as follows:

<u>Description</u>	<u>Unit Price</u>
1 ½" Edge Mill	\$2.05 per square yard
1 ½" Full Width Mill	\$2.68 per square yard
2" Asphalt Overlay	\$58.00 per ton

E. Traffic Control:

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

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

ARTICLE II. The City shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of Two hundred six thousand one hundred sixty-five DOLLARS (\$206,165.00) (subject to adjustment as provided by the Contract Documents)

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

ARTICLE III. The contractor shall commence work upon the date stated in the Notice to Proceed and will complete all work by this Contract by 45 days. Time is of the essence. Accordingly, liquidated damages shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in the amount of \$100.00 for each and every calendar day the work remains incomplete over the specified completion time.

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

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

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

Exhibit A	General Conditions of the Contract
Exhibit A-1	Special Conditions of the Contract
Exhibit B-1	Form of Performance Bond
Exhibit B-2	Form of Payment Bond
Exhibit C	List of Plans (by sheet number and date), including all addenda thereto (Not Applicable)
Exhibit D	Specifications dated March 8, 2016, including all addenda thereto
Exhibit E	Contractor's Affidavit Acknowledging Federal Lobbying Activities and Conflict of Interest Prohibition
Exhibit F	Sales tax exemption documentation forms
Exhibit G	Contractor's Affidavit of Compliance with Non-Discrimination and Equal Employment Opportunity Laws
Exhibit H	Affidavit of Compliance with Safety Training Requirements (§292.675 R.S. Mo.)
Exhibit I	Affidavit of Compliance with R.S. Mo §285.530.6
Exhibit J-1	Applicable Missouri Prevailing Wage Rates
Exhibit J-2	Prevailing Wage Rate Reporting Form
Exhibit J-3	Certification of Compliance with Prevailing Wage Requirements
Exhibit K	Insurance Requirements
Exhibit L	Form of Bill of Sale
Exhibit M	Form of Bailment Agreement
Exhibit N	Form of Conditional Partial Waiver of Lien and Release of Claims
Exhibit O	Form of Conditional Final Waiver of Lien and Release of Claims

WITNESS WHEREOF, the City of Parkville, Missouri, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed two (2) counterparts of this contract in the prescribed form and manner, the day and year first above written.

CITY OF PARKVILLE, MISSOURI

By: Nanette K. Johnston

Title: Mayor

ATTEST:

Melissa McChesney, City Clerk

TANDEM PAVING COMPANY, INC.

Contractor

By _____

Title _____

(SEAL)

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

CITY OF PARKVILLE Policy Report

Date: April 4, 2016

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Lauren Palmer
City Administrator

ISSUE:

Approve a construction agreement with Vance Brothers, Inc. for the 2016 Microsurfacing Program.

BACKGROUND:

The City programmed money in the 2016 Capital Improvement Program (CIP) for street maintenance. The street maintenance program includes concrete curb and sidewalk repair; asphalt mill and overlay; pavement marking; and crack sealing.

In July 2015, the Public Works Director and Director of Operations reviewed the quality of each City street. These streets were rated according to a standard pavement rating system. City staff has identified areas around the City in need of reconstruction. The immediate areas have been included in a long-range Capital Improvement Program (CIP).

Staff determined that mill and overlay, as well as microsurfacing, are the best treatments for the 2016 street maintenance program. On March 7, 2016, the Finance Committee authorized staff to release the bid request for the street maintenance program, including the following microsurfacing project areas:

Area 1: Main Street
a. 7th Street to 2nd Street

Area 2: The National
a. Waters Edge

In March 2016, the City released a bid request for the mill and overlay program. On March 29th, the City received responses from two contractors. Their bids are included in Attachment 2. Vance Brothers was the low bidder.

BUDGET IMPACT:

The 2016 Capital Improvement Program includes \$225,000 for the Asphalt Overlay Program. In a separate agenda item, staff recommends approval of \$206,165 for the mill & overlay contract, leaving a balance of \$18,835 in the Asphalt Overlay Program.

On June 4, 2013, the Board of Aldermen approved an escrow agreement between the City and RP Golf LLC and Bank Liberty. In the escrow agreement, the City committed to use \$19,633 for the street improvements to Waters Edge. To date, the City has spent approximately \$10,750 in street maintenance of Waters Edge. There is a balance of \$8,883 in the escrow account. The remaining balance of the escrow will be used to provide the street maintenance to Waters Edge.

The balance of the escrow of \$8,883 will cover the majority of the microsurfacing of Waters Edge. The remaining balance of \$9,765 will come from the Asphalt Overlay Program.

ITEM 3E3

For 04-11-16

Board of Aldermen - Finance Committee Meeting

ALTERNATIVES:

1. Approve the agreement with Vance Brothers for the 2016 Microsurfacing Program.
2. Reject all bids and provide further direction to staff.
3. Postpone the item.

STAFF RECOMMENDATION:

The asphalt overlay program includes both mill & overlay and microsurfacing. There is a separate request for the mill and overlay program. Staff plans to reserve \$9,765 from the asphalt overlay program and the remaining balance of the Waters Edge escrow to fund the 2016 Microsurfacing Program.

Staff recommends the approval of a construction agreement with Vance Brothers for the microsurfacing treatment of Main Street and Waters Edge in the amount of \$18,648.

POLICY:

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

SUGGESTED MOTION:

I move to recommend the Board of Aldermen approve a construction agreement with Vance Brothers, Inc. for the 2016 Microsurfacing Program in an amount of \$18,648.

ATTACHMENTS:

1. Project Areas
2. Bid Tabulation
3. Proposed Agreement

**MICROSURFACING
MAIN STREET**



W 8th St

W 8th St

W 7th St

W 7th St

E 7th St

W 6th St

W 6th St

E 6th St

West St

NW Park St

East St

Main Street Inn

W 5th St

E 5th St

W 4th St

E 4th St

Summers St

W 3rd St

E 3rd St

E 2nd St

Mill St

W 1st St

Mill St

OSHA

Frank's Italian Restaurant

Parkville Artisan's Studio

Cool Vintage Watches

9

Stone Canyon Pizza Company

Cafe Italia

East St

**MICROSURFACING
WATERS EDGE**

NW 71st St

Birkdale Dr

Birkdale Dr

The National Golf Club

Nat'l Golf Club of Kansas City



BID TABULATION
2016 MICROSURFACING PROGRAM
BID DATE: MARCH 29, 2016, 10:00 A.M.

BIDDER	TOTAL BID
Pavement Management LLC (Lee's Summit, MO)	\$23,902.00
Vance Brothers, Inc. (Kansas City, MO)	\$18,648.00*

*Denotes recommended vendor

CITY OF PARKVILLE, MO

AGREEMENT BETWEEN CITY OF PARKVILLE AND CONTRACTOR FOR 2016 MICROSURFACING PROGRAM

This agreement is made and entered into this 19th day of April 2016, by and between the City of Parkville, Missouri, (hereinafter the "City") and Vance Brothers, Inc. (hereinafter the "Contractor").

WITNESSETH:

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

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

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

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

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

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

2016 Microsurfacing Program:

A. Work Timeframe:

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

B. Sequence of Work:

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

C. Environmental and Safety Requirements:

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

D. Material & Construction Specifications:

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

Unit prices shall be as follows:

<u>Description</u>	<u>Unit Price</u>
Microsurfacing	\$2.52 per square yard

E. Traffic Control:

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

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

ARTICLE II. The City shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of Eighteen Thousand Six Hundred Forty-Eight DOLLARS (\$18,648.00) (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

ARTICLE III. The contractor shall commence work upon the date stated in the Notice to Proceed and will complete all work by this Contract by 45 days. Time is of the essence. Accordingly, liquidated damages shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in the amount of \$100.00 for each and every calendar day the work remains incomplete over the specified completion time.

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

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

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

Exhibit A	General Conditions of the Contract
Exhibit A-1	Special Conditions of the Contract
Exhibit B-1	Form of Performance Bond
Exhibit B-2	Form of Payment Bond
Exhibit C	List of Plans (by sheet number and date), including all addenda thereto (No Applicable)
Exhibit D	Specifications dated March 8, 2016, including all addenda thereto
Exhibit E	Contractor's Affidavit Acknowledging Federal Lobbying Activities and Conflict of Interest Prohibition
Exhibit F	Sales tax exemption documentation forms
Exhibit G	Contractor's Affidavit of Compliance with Non-Discrimination and Equal Employment Opportunity Laws
Exhibit H	Affidavit of Compliance with Safety Training Requirements (§292.675 R.S. Mo.)
Exhibit I	Affidavit of Compliance with R.S. Mo §285.530.6
Exhibit J-1	Applicable Missouri Prevailing Wage Rates
Exhibit J-2	Prevailing Wage Rate Reporting Form
Exhibit J-3	Certification of Compliance with Prevailing Wage Requirements
Exhibit K	Insurance Requirements
Exhibit L	Form of Bill of Sale
Exhibit M	Form of Bailment Agreement
Exhibit N	Form of Conditional Partial Waiver of Lien and Release of Claims
Exhibit O	Form of Conditional Final Waiver of Lien and Release of Claims

WITNESS WHEREOF, the City of Parkville, Missouri, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed two (2) counterparts of this contract in the prescribed form and manner, the day and year first above written.

CITY OF PARKVILLE, MISSOURI

By: Nanette K. Johnston

Title: Mayor

ATTEST:

Melissa McChesney, City Clerk

Contractor

By _____

Title _____

(SEAL)

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

CITY OF PARKVILLE Policy Report

Date: April 5, 2016

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Lauren Palmer
City Administrator

ISSUE:

Approve a small construction services agreement with Madget Demolition, Inc. for the demolition of the single-family house located at 6201 MO-9 Hwy.

BACKGROUND:

On November 15, 2005, the Board of Aldermen approved the acceptance of parkland property located in the southeast corner of Hwy 9 and NW 62nd Street, adjacent to the Pinecrest subdivision (see Attachment 1). This property is approximately 1.14 acres and contains a single-family house.

With the previous development applications, the vacant single-family house on the property was to be demolished and the site re-graded. Since these previous development projects were never completed, the building was not demolished. This property receives numerous nuisance complaints due to the poor condition of the single-family structure. The Board added funding to the 2016 budget to proceed with demolition regardless of any future development timetable.

In March 2016, the City released a bid request for the demolition of the single-family house. On March 31th, the City received responses from four contractors. Their bids are included in Attachment 2.

The contractor who provided the lowest bid was Dale Brothers. Upon review of the bid form, staff learned that the bidder did not acknowledge receipt of Addendum #1, released on March 23, 2016, which was more than one week prior to the bid opening date. Addendum #1 included further clarification associated with the bid. There are elements in the addendum that could result in additional cost increases. The bid documents and subsequent addenda are posted on the City's website, as well as the KC Blueprint plan room. The bid documents are clear that valid bids must acknowledge all addenda, so Dale Brothers is disqualified. Therefore, the lowest "qualified" bidder is Madget Construction, Inc.

BUDGET IMPACT:

The 2016 Capital Improvement Program includes \$15,000 for the demolition of the existing single-family home on Hwy 9. The bid from Madget Demolition of \$9,800 is within budget.

The developer for the adjacent commercial property previously committed to demolish this structure. The City has an interest to act sooner and may try to seek reimbursement in the future with a development agreement, if the adjacent property is developed.

ALTERNATIVES:

1. Approve the agreement with Madget Demolition, Inc. for the demolition of the single-family house located at 6201 MO-9 Hwy.
2. Reject all bids and provide further direction to staff.
3. Postpone the item.

ITEM 3F

For 04-11-16

Board of Aldermen - Finance Committee Meeting

STAFF RECOMMENDATION:

Staff recommends approval of the agreement with Madget Demolition, Inc. for the demolition of the single-family house located at 6201 MO-9 Hwy.

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 construction agreement with Madget Demolition, Inc. for the demolition of the single-family house located at 6201 MO-9 Hwy in the amount of \$9,800.

ATTACHMENTS:

1. Ordinance No. 2222
2. Bid Tabulation
3. Addendum No. 1
4. Proposed Agreement

BILL NO. 2242

ORD. NO. 2222

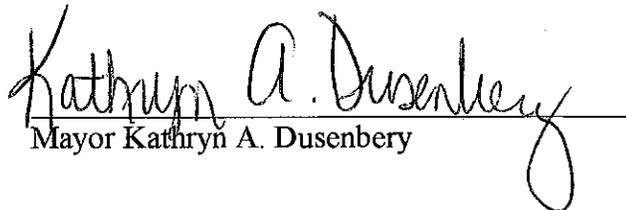
AN ORDINANCE ACCEPTING CERTAIN REAL PROPERTY FROM KEVIN WILLIAM GREEN AND SANDRA JO GREEN (GRANTORS) TO THE CITY OF PARKVILLE (GRANTEES) TO BE USED FOR PARK AND RECREATION PURPOSES, IN ACCORDANCE WITH THE PLATTING OF LAKE POINTE PROFESSIONAL CENTRE, AS DESCRIBED IN THE WARRANTY DEED "EXHIBIT A," ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PARKVILLE, MISSOURI, AS FOLLOWS:

Section 1. It is hereby deemed to be to the best interest of the citizens of the City of Parkville to accept certain real property, designated in the Warranty Deed "Exhibit A" attached hereto and incorporated herein by reference.

Section 2. Upon approval of this ordinance by the City of Parkville, Kevin and Sandra Green will direct Stewart Title Company to record the Warranty Deed in the office of the Platte County Recorder of Deeds at Platte City, Missouri, and pay any recording fees incident thereto.

PASSED and APPROVED this 15th day of November 2005.



Mayor Kathryn A. Dusenbery

ATTESTED:



Assistant City Clerk Claudia Willhite

ORD. 2222

Stewart Title of Kansas City, Inc. **MISSOURI WARRANTY DEED**
4110861 (Multiple Grantors Conveying to Individual Grantee)

THIS INDENTURE, made on the 24th day of October, 2005, by and between KEVIN WILLIAM GREEN AND SANDRA JO GREEN, HUSBAND AND WIFE

of the County of PLATTE, State of MISSOURI
Grantors, and THE CITY OF PARKVILLE

Grantee. Grantee's mailing address is:
1201 EAST STREET, PARKVILLE, MO 64152

WITNESSETH, THAT THE SAID GRANTORS, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to them paid by the said GRANTEE (the receipt of which is hereby acknowledged) do by these presents GRANT, BARGAIN and SELL, CONVEY and CONFIRM unto the said GRANTEE, his/her heirs and assigns, the following described lots, tracts or parcels of land lying, being and situate in the County of PLATTE and State of Missouri, to-wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said Grantee and unto his/her heirs and assigns forever; the said Grantors hereby covenanting that they are lawfully seized of an indefeasible estate in fee of the premises herein conveyed;

that they have good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by them or those under whom they claim; and that they will warrant and defend the title to said premises unto the said Grantee and unto his/her heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals the day and year above written.

Kevin William Green

(Seal)

Sandra Jo Green

(Seal)

KEVIN WILLIAM GREEN

SANDRA JO GREEN

(Seal)

(Seal)

STATE OF MISSOURI)
COUNTY OF CLAY)

On this 24th day of October, 2005, before me, _____, a Notary Public in and for said state, personally appeared KEVIN WILLIAM GREEN AND SANDRA JO GREEN, HUSBAND AND WIFE

known to me to be the persons who executed the within Warranty Deed, and acknowledged to me that they executed the same as their free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

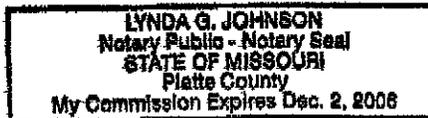
Lynda G. Johnson

Printed Name Lynda G. Johnson

Notary Public in and for said State

My commission expires:

12/2/06



"EXHIBIT A"

All that part of the Northeast Quarter of Section 26, Township 51, Range 34, Parkville, Platte County, Missouri, being described as follows: Commencing at a point on the East line of said Quarter Section 1958.20' South of the Northeast corner thereof, and also being the Southwest corner of PINECREST 3RD PLAT, a subdivision in Parkville, Platte County, Missouri; Thence $N88^{\circ}44'57''W$, a distance of 940.97 feet; Thence $N00^{\circ}45'37''E$, a distance of 566.72 feet; Thence $N89^{\circ}14'28''W$, a distance of 93.00 feet; Thence $N00^{\circ}45'36''E$, a distance of 64.19 feet to the Point of Beginning; Thence $S85^{\circ}58'46''W$, a distance of 270.71 feet; Thence $N04^{\circ}01'14''W$, a distance of 22.00 feet; Thence $S87^{\circ}26'56''W$, the distance of 30.00 feet to a point on the easterly right of way line of Missouri Highway No. 9 (as now established) and a curve to the right having an initial tangent bearing of $N02^{\circ}33'04''W$ and a radius of 887.88 feet; Thence along said curve to the right an arc distance of 117.07 feet to a curve to the right having an initial tangent bearing of $N05^{\circ}00'13''E$ and a radius of 75.00 feet; Thence along said curve to the right an arc distance of 87.46 feet to a point on the South right of way line of Northwest 62nd Street (as now established); Thence $S83^{\circ}46'41''E$ along said South right of way line, a distance of 62.10 feet to a curve to the right being tangent to the last described course and having a radius of 475.00 feet; Thence along said curve to the right and said South right of way line an arc distance of 198.99 feet; Thence $S00^{\circ}45'36''W$, a distance of 64.19 feet to the Point of Beginning.

[TO BE PLATTED AS LOT 3, LAKE POINTE PROFESSIONAL CENTRE]

BID TABULATION
ROUTE 9 HOUSE DEMOLITION
BID DATE: MARCH 31, 2016, 10:00 A.M.

BIDDER	TOTAL BID
Double D (dba Dale Brothers) (Kansas City, KS)	\$9,600.00
Bash Excavating LLC (Parkville, MO)	\$18,900.00
New Horizons LLC (Kansas City, MO)	\$18,587.00
Madget Demolition, Inc. (St. Joseph, MO)	\$9,800.00*

*Denotes recommended vendor



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

ADDENDUM NO. 1
Wednesday, March 23, 2016

SINGLE-FAMILY RESIDENTIAL STRUCTURE DEMOLITION

The BID DATE remains unchanged:

This addendum is to provide additional information not originally included in the bid package. This addendum is hereby made a part of the **BID DOCUMENTS**.

Please attach this addendum to the documents in your possession, and confirm receipt of Addendum No. 1 on the **BID FORM**.

1. The house is split front to back, with a walk-out basement. The house is on property owned by the City and is available for exterior viewing by potential bidders.
2. The City is uncertain of the age of the structure. The County's on-line records do not include a date.
3. The City is not aware of the existence of asbestos in the structure. No asbestos survey has been performed.
4. The fill material can be either rock or soil, as long as there is no organic material present.
5. The fill shall be placed in 6-inch lifts with 95% compaction.
6. Inspections will be performed throughout the demolition phase by the City's Building Official and Fire Marshal. There will be a (1) pre-inspection, prior to the start of demolition; (2) open hole inspection; (3) final inspection once fill has been placed; and final inspection after area has been stabilized.
7. Stabilization of the disturbed area is included in the scope of this project. At a minimum, the contractor shall stabilize the harrowed area with seed and straw.
8. The City will be responsible for the disconnection of the utility and supply shut-off confirmation letters to the contractor prior to commencement of work.

Additional questions should be addressed to:
Alysen Abel, Public Works Director, 816-741-7676

SMALL CONSTRUCTION SERVICES AGREEMENT MAINTENANCE OR REPAIR PROJECT

THIS SERVICE AGREEMENT, entered into on this 11th day of April 2016, by and between the CITY OF PARKVILLE, MISSOURI ("City") and Madget Demolition, Inc. ("Contractor").

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

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

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

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

I. SCOPE OF SERVICES

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

II. COMPENSATION

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

III. SCHEDULE

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

IV. CHANGES

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

V. INDEMNIFICATION

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

VI. INSURANCE

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

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

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

VIII. WARRANTY

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

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

IX. OWNERSHIP OF WORK PRODUCT

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

X. RELATIONSHIP OF THE PARTIES

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

XI. NOTICES

- A. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section:
- B. Notices sent by Contractor shall be sent to:
 - City of Parkville
 - Attn: City Administrator
 - 8880 Clark Ave.
 - Parkville, MO 64152
- C. Notices sent by the City shall be sent to:
 - Madget Demolition, Inc.
 - Attn: Andrew Madget
 - 2425 S. 6th Street
 - St. Joseph, MO 64501

XII. CORRECTION OF WORK

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

XIII. TERM AND TERMINATION

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

- C. The City may terminate the Agreement for cause if the Contractor
1. refuses or fails to supply enough properly skilled workers or proper materials;
 2. fails to make payment to Subcontractors for materials, equipment, services or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
 3. disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
 4. or its Subcontractors or Sub-subcontractors causes a work stoppage due to any strike, picket, boycott or participates in any voluntary or involuntary cessation of Work; or
 5. otherwise is guilty of substantial breach of a provision of the Agreement.

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

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

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

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

XIV. RESOLUTION OF DISPUTES

- A. Should the Contractor believe that it is entitled to any relief due to errors, omissions or defects in the Plans or Specifications, or as a result of any act or omission of an independent contractor designer in connection with the Project, the City shall cooperate with the Contractor by permitting the Contractor to pursue legal action against the designer in the name of the City at Contractor's sole risk and expense as the City would otherwise have against such designer. The City shall pay to Contractor such sums as may be recovered from the designer on behalf of Contractor. Other than this duty of cooperation and remittance, the City shall have no liability or obligation to Contractor for any act, error, omission, negligence or breach of duty by a designer.
- B. City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to

resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed.

- C. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the City Public Works Director as to such matter or other action on which the dispute is based. A decision of the City Public Works Director (where appropriate) under GC-7 above; notice of dispute, and direct negotiation, shall be conditions precedent to further action.
- D. Arbitration of disputes.
 - 1. Claims, except those waived as provided for elsewhere in this Agreement, which have not been resolved by the procedures described above, shall be decided by arbitration which, unless the parties mutually agree otherwise, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association.
 - 2. A demand for arbitration may be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.
 - 3. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the City or Contractor and any person or entity with whom the City or Contractor has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Contract shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Contract or not a party to an agreement with the City Contractor, except by written consent containing a specific reference to the Agreement signed by the City and Contractor and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
 - 4. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
 - 5. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

XV. MISCELLANEOUS PROVISIONS

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

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

- C. Media Announcements. Contractor shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City
- D. Compliance with Local Laws. Contractor shall comply with all applicable laws, ordinances, and codes of the State of Missouri and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- E. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:
 - i. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - ii. Contractor will, in all solicitation or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 - iii. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- F. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Contractor shall take appropriate steps to assure compliance.
- G. Interest of Contractor and Employees. Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- H. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Contractor, and attached hereto.
- I. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.

- J. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- K. Third Parties. The Services to be performed by the Contractor are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

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

CITY OF PARKVILLE, MISSOURI

By: _____
Nanette K. Johnston, Mayor

ATTEST:

Melissa McChesney, City Clerk

MADGET DEMOLITION, INC.

By: _____
Andrew Madget, President

Exhibit A

SCOPE OF WORK AND PRICING AGREEMENT

The scope of this project includes the demolition and removal of a single-family residential structure located at 6201 MO-9 Hwy (generally located in the southeast corner of NW 62nd Street and Hwy 9 intersection), Parkville, MO.

Fill material shall be placed in 6-inch lifts with 95% compaction.

Inspections will be performed throughout the demolition phase by the City's Building Official and Fire Marshal. There will be a (1) pre-inspection, prior to the start of demolition; (2) open hole inspection; (3) final inspection once fill has been placed; and (4) final inspection after area has been stabilized.

Stabilization of the disturbed area is included in the scope of this project. At a minimum, the contractor shall stabilize the harrowed area with seed and straw.

The City will be responsible for the disconnection of the utility and will supply shut-off confirmation letters to the contractor prior to commencement of work.

Prior to commencement of work, the contractor must obtain a demolition permit, in accordance with City of Parkville permit requirements. The permit fee will be waived for this project.

Based on the Missouri Department of Natural Resources "Asbestos Requirements for Demolition and Renovation Projects", single-family residential structures that contain four units or less are exempt from asbestos mitigation.

The work will be completed 90 days from the Notice to Proceed.

The contract amount shall be \$9,800.00.

CITY OF PARKVILLE Policy Report

Date: March 22, 2016

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Lauren Palmer
City Administrator

ISSUE:

Approve a work authorization with GS Structural for the structural improvements related to the parks building façade project.

BACKGROUND:

On November 5, 2013, the Board of Aldermen approved the construction agreement with Pyramid Construction and Solar, LLC for the façade improvements to the parks headquarters building in English Landing Park. The project generally involved improvements to the exterior of the existing building to improve the appearance, such as a new green standing seam metal roof, stone veneer on the lower portion of the building, stucco on the upper portion, and new doors and windows.

Completion of the project was delayed due to a variety of factors including cost overruns, staff transitions, difficulty working with the contractor, and design flaws. After the original construction contract was authorized and work began, the building inspector identified aspects of the design that do not comply with applicable building codes. Over approximately the last year, staff worked with the contractor to resolve the remaining issues. Attachment 1 includes the punchlist of items that was prepared and presented to the contractor to complete the project. Unfortunately, despite numerous attempts to cooperate with the contractor and offer reasonable extensions, the contractor apparently abandoned the job. Staff made repeated attempts to make contact, but did not receive a response. On March 14, 2016, the staff issued a letter of termination to the contractor (see Attachment 3). The City will retain the remaining contract balance for unfinished work.

Staff recently reviewed the punchlist and isolated the critical items that must be corrected as a matter of safety or code compliance. They are (1) improvements to the structural beams of the building and (2) modifications to the electrical service to bring it into code compliance. Staff contacted three companies to obtain quotes for the improvements to the structural beams. Two of the companies declined to respond to the request for the project. The City received a quote from GS Structural (Parkville, MO) to complete the necessary improvements to the beams and braces, to bring the building into structural code compliance. Staff recommends approval of a work authorization with GS Structural for these repairs.

As a related issue, staff is working on the second item which requires modifications to the electrical service. Design work was completed and is ready to bid. However, this work is estimated to cost as much as \$10,000. Since it was not incorporated in the original design and project budget, funds are not budgeted in 2016 for this cost. Staff plans to wait to bid this work closer to the end of the year so funds may be budgeted to complete the work in 2017. The Finance Committee may request bidding the work immediately and direct staff to present options for funding the purchase in 2016.

ITEM 3G

For 04-11-16

Board of Aldermen - Finance Committee Meeting

BUDGET IMPACT:

The original project budget was \$75,000, which was funded through the Projects Fund (95) but offset in part from transfers from the Parks Donations Fund (63) for \$45,000 and the Sewer Fund (30) for \$25,000. In 2013, staff purchased roof materials for the project from St. Joseph Truss Co. in the amount of \$1,835.71. The purchase was paid from the Projects Fund but not considered in subsequent budgeting cycles as reducing the available project funding. *(Note: Errors like this are less likely to occur in the future because staff now uses the InCode project accounting module to track finances for capital projects that span multiple fiscal years and include numerous revenue sources).*

The original contract with Pyramid Construction was awarded for \$79,754. Since it exceeded the \$75,000 budget, the Board authorized an additional transfer from the Parks Donations Fund to make up the difference. Change order #1 in the amount of \$350 was offset by a reimbursement from the truss supplier to repair damage still under warranty. Change order #2 for \$600 was authorized for materials and labor to correct a design flaw that does not meet code clearance requirements (see Attachment 1). The work associated with change order #2 was not completed by the original contractor and will be rolled into the work authorization with GS Structural.

The construction costs authorized with Pyramid total \$80,104. A total of \$73,304 was paid to Pyramid Construction for work completed to date, leaving a balance of \$6,800. However, since the truss purchase was not considered in the overall project budget, only \$4,750 of available funds is available in the Projects Fund in 2016 to complete this project. Of that amount, staff previously authorized a contract for \$2,471 for electrical design work for the building. Only \$2,279 remains in budgeted funds for this project in 2016, and the proposed work authorization with GS Structural is in the amount of \$3,820, leaving a gap of \$1,541. Staff recommends covering this cost through an additional transfer from the Parks Donation Fund which has a current fund balance of over \$36,000. Alternatively, the Board could authorize transferring the necessary funds from the General Fund. Although funds are not budgeted for this purpose, adequate savings are expected to be generated from other projects (such as the house demolition on Route 9) to cover this expense.

ALTERNATIVES:

1. Approve the work authorization with GS Structural in the amount of \$3,820 for the structural improvements to the parks headquarters building, and authorize a transfer of \$1,541 from the Parks Donations Fund to the Projects Fund for the purchase.
2. Approve the work authorization with GS Structural in the amount of \$3,820 for the structural improvements to the parks headquarters, and authorize of transfer of \$1,541 from the General Fund to the Projects Fund for the purchase.
3. Do not authorize the work authorization.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approval of the work authorization for GS Structural in the amount of \$3,820 to complete the necessary structural improvements to the parks headquarters building to bring the building into structural code compliance. Since only \$2,279 remains of budgeted funds for this project, staff recommends an additional transfer from the Parks Donations Fund in the amount of \$1,541 to cover this expense.

POLICY:

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

ITEM 3G

For 04-11-16

Board of Aldermen - Finance Committee Meeting

SUGGESTED MOTION:

I move to approve the work authorization for GS Structural for the structural improvements to the Parks Headquarters building in the amount of \$3,820; and authorize a transfer of \$1,541 from the Parks Donations Fund to the Projects Fund for the purchase.

ATTACHMENTS:

1. Parks Headquarters Punch List to Contractor – 6-24-15
2. Revised Punchlist – 3-23-16
3. Contract Termination Letter to Pyramid Construction and Solar
4. Quote from GS Structural
5. Work Authorization

Wednesday, June 24, 2015

Suman Kandagatla (B.S, M.S)
Pyramid Construction and Solar, LLC
1102 Frederick Ave.
Saint Joseph, MO 64501-2330

RE: Final list of work to be completed – 2013 Parks Building Façade Improvements

Dear Suman:

On Tuesday, June 2, 2015 Building Official Paul Giarratana and I met with Suman to review the 2013 Parks Building Façade Improvements and identify those items remaining to complete the project. Following is a list of remaining items, photos and directions for completing the work.

1. **Installation of Douglas Fir braces** – Temporary braces shall be removed and replaced with specified 4x6 Douglas Fir braces. All braces shall be installed at the same angle, and shall land at the same horizontal line on the building. The braces shall be installed plumb and flush to the surface to which they are attached. No gaps shall be visible between the brace and the soffit or wall when construction is complete. When complete no nails, screws or fasteners used in the installation of the braces shall be exposed.

The existing temporary braces are excessively fastened to the roof and eyebrow soffits and building with un-galvanized nails. All nails shall be removed with care necessary to ensure the wood to which they are attached is not marred or otherwise damaged in the process of removal. All nails and portions of nails currently holding the temporary brace shall be removed. Any holes, gouges or similar marring resulting from removal of the existing temporary braces, that will be visible after installation of the column, shall be filled, stained, sealed, sanded and/or otherwise prepared to match the finished surface of the undamaged wood as closely as possible and to the satisfaction of the Parkville Building Official.



Example of excessive nailing and ungalvanized nails on temporary braces.



Example of unacceptable marring resulting from prior removal of temporary braces.

2. **Installation of the Fir Column at the staircase per Change Order #2** – See change order #2 attached.



Existing temporary brace to be removed and replaced with Douglas Fir column per change order #2.



Approximate location of Douglas Fir column to be constructed per change order #2

3. **Repair of damaged portions of the metal roof** – The metal roofing at the southeast corner of the roof and the southeast corner of the eyebrow over the garage are bent and appear damaged from installation. These areas are to be reshaped or replaced to appear finished and not damaged.

The metal fascia at the southwest corner of the eyebrow over the garage is not attached flush to the soffit. This area is to be attached so that no gap is apparent.

The metal fascia at the northwest corner of the eyebrow at the base of the staircase has been cut around the temporary brace. The cut material is to be replaced unless concealed with the installation of the Douglas Fir column with change order #2. See specifications in change order #2.



Metal at SE corner of building is bent and appears damaged.



Metal at SE corner of eyebrow over the garage is bent and appears damaged.



The metal fascia at the SW corner of the eyebrow over the garage needs to be attached flush to the soffit.



The metal fascia at the NW corner of the eyebrow at the stairs is cut around the temporary brace and needs to be fixed.

Schedule, completion and final payment

All work shall be schedule with the Parkville Building Official. Notice of intent to proceed shall be given to the Parkville Building Official at least two working days prior to commencing work. All work shall be completed sixty (60) days from the date of the executed change order #2 or from June 30th, whichever shall come first. After that 60 day period, liquidated damages shall apply at a rate specified in the project contract agreement executed November 7, 2013.

Our records show \$6,800 was previously retained for final work. An additional amount not to exceed \$600 was approved with change order #2. This retained contract balance and up to an additional \$600 will be paid within 30 days of:

1. completion of the above items;
2. approval of the final inspection;
3. verification of all required documentation; and
4. submittal of the final lien release.

Please let me know if you have any questions.

Sincerely,

CITY OF PARKVILLE

A handwritten signature in blue ink, appearing to read "Sean Ackerson".

Sean Ackerson, AICP
Assistant City Administrator /
Community Development Director

CC: Lauren Palmer, City Administrator
Paul Giarratana, Building Official



Parks Building Inspection March 23, 2016

Items in **red** will be fixed with approval of G&S Structural Contract.

- Replace cantilever supports as per approved plan.
- Cantilever roof supports infringing on stairway and landing area.
- 1009.5 Headroom. Stairways shall have a minimum headroom clearance of 80 inches measured vertically from a line connecting the edge of the nosing.
- Such headroom shall be continuous above the stairway to the point where the line intersects the landing below, one tread depth beyond the bottom riser.
- The minimum clearance shall be maintained the full width of the stairway-and landing.

Items in **green** will be fixed with approval of electrical contract:

- Service conductors at roof penetration do not have proper clearance.
- Overhead service conductors must maintain a minimum vertical clearance of 8 feet above the surface of a roof for a minimum distance of 3 feet in all directions from the edge of the roof
- NEC Section: 230.24 Clearances
- Service-drop conductors must be located so that they are not readily accessible, and they must comply with the following clearance requirements:
- Above Roof. Overhead service conductors must maintain a minimum clearance of 8 ft -above the surface of-of a roof for a minimum distance of 3 ft in all directions from the edge of the roof.
- Ground Rods must be at least 6 feet apart
- Electrode Spacing. Where more than one grounding electrode system exists at a building or structure, they must be separated by at least 6 ft.
- Ground rods not buried at proper depth.
- 250.53 Installation of Grounding Electrode System.
- Where practicable, ground rods must be embedded below permanent moisture level and must be free from non-conductive coatings such as paint or enamel.

Items in **black** will be fixed by staff:

- Office Exit Walkway guard rail not a proper height.
- IBC Section: 1013.2 Heights. Required guards shall be not less than 42 inches high, measured vertically above the adjacent walking surfaces.
- Exposed wires NW and SE corner of Building.
- NEC 110-14 and 300-15 all splices, including ground wires, shall be made with an approved splice cap or wire nut and shall be made in approved electrical boxes or enclosures.
- NEC 314.19 Wiring Methods junction boxes accessible Junction boxes shall be installed so that the wiring -contained in them can be rendered accessible without removing any part of the building.

Paul Giarratana Jr. –CBO, CBI, CFM
Building Official



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

March 14, 2016

Sent via: Certified Mail #7015-1730-0002-1925-1431

Mr. Suman Kandagatia
Bourbon Street Cajun Cuisine
8741 NW Prairie View Road
Kansas City, MO 64153-1848

Re: Termination of Contract Agreement dated 11/7/13
Parks Building Façade

Dear Mr. Kandagatia:

On November 7, 2013, Pyramid Construction and Solar, LLC contracted with the City of Parkville for the façade improvements to the Parks Building located in English Landing Park. Since that time, only a portion of the work has been completed, but there are still some minor items left incomplete.

I am aware that you spoke via telephone to Sean Ackerson regarding your e-mail dated September 17, 2015 wherein you requested an extension to complete the work associated with outstanding punchlist items to close out your contract agreement. Mr. Ackerson verbally granted you the extension to November 17, 2015 to complete the work. That date has come and gone, and an inspection of the Parks Building indicates your work is still not complete. The City has tried to contact you repeatedly to finish the project.

We are hereby providing notice to you that the City is terminating our contract with Pyramid Construction, effective March 14, 2016. The remaining balance of \$4,750 will be forfeited by the contractor; the City will use this money to complete the remaining punchlist items.

Sincerely,
CITY OF PARKVILLE, MO

A handwritten signature in blue ink that reads "Alysen M. Abel".

Alysen M. Abel, P.E.
Public Works Director

PROPOSAL



GS STRUCTURAL
PO Box 14401
PARKVILLE, MO 64152
(816) 896-2499

PROPOSAL NO.	2016310
SHEET NO.	1-1
DATE	3-10-2011

PROPOSAL SUBMITTED TO:

NAME
ADDRESS
PHONE NO.

WORK TO BE PERFORMED AT:

ADDRESS
DATE OF PLANS
ARCHITECT

P
PARKS AND REC MAINTENANCE BLD

We hereby propose to furnish the materials and perform the labor necessary for the completion of _____

- (1) REMOVE EXSTING ANGLE BRACES PER PLAN
- (2) INSTALL OWNER SUPPLIED MAT 11 PER PLAN ANGLE BRACES
- (3) INSTALL OWNER SUPPLIED 4x6 PER PLAN AT STAIRWAY

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of _____

Dollars (\$ 3,820)

with payments to be made as follows.

% DOWN AND REMAINING % UPON COMPLETION

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

GS STRUCTURAL

*CHECKS MADE
 OUT TO →* Per

GRANT SHIFFLETT

Note — This proposal may be withdrawn by us if not accepted within NA days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date _____

Signature _____



City of Parkville Work Authorization for Repair and Maintenance

Date: April 11, 2016
Issued to: GS Structural
PO Box 14401
Parkville, MO 64152
816-896-2499

Project/Work Description

Title: Structural Brace and Beam Repairs to Parks Headquarters Building

Scope of Work/Purpose:

Furnish materials and labor for the following:

- (1) Remove existing angle braces
- (2) Install Owner supplied material – 11 angle braces
- (3) Install Owner supplied 4x6 wood beam at stairway

TOTAL: \$3,820.00

Schedule and Price

Project Start Date: March 29, 2016
Estimated Completion Date: April 29, 2016
Latest Acceptable Date: April 29, 2016
Estimated Cost: **\$3,820.00**
Expenditure Limit: **\$3,820.00**
Budget Account Code:

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

Name/Title: _____ Signature: _____
Company: GS Structural Date: _____

Authorization

Department Head: _____ Date: _____
City Administrator (if over \$1,000): _____ Date: _____
Mayor (if over \$2,500): _____ Date: _____

For Internal Staff Use Only

(initial each item and file with executed work authorization)

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