



Finance Committee Agenda

July 25, 2016

8:00 AM

Board Conference Room, 1st Floor, City Hall

- 1. Call to Order**
- 2. Financial Updates**
- 3. Consent Items**
 - A. Approve the minutes from the July 11, 2016 meeting
 - B. Approve the Fewson Fund Annual Financial Statement and report (Administration)
 - C. Approve the purchase of materials with PMSI for the 2016 Crack Sealing Program (Public Works)
- 4. Action Items**
 - A. Approve revisions to the Purchasing Policy related to smaller equipment, construction, and professional services purchases (Administration)
 - B. Approve the park signage project and associated agreements from Fossil Graphics, and Acme Sign and Vireo (Administration)
 - C. Approve a professional services agreement with Bukaty Companies for employee benefit consulting services (Administration)
 - D. Authorize staff to obtain three quotes for each of the trades required for the English Landing Park Restroom Rehabilitation Project (Public Works)
 - E. Approve a work authorization with FTC Equipment to repair the blower at the Wastewater Treatment Facility (Public Works)
 - F. Authorize the City Administrator to approve Change Order No. 1 with Gunter Construction for the improvements to the Route 9 downtown markers (Public Works)
- 5. Non-Action Items**
- 6. Unfinished Business (postponed from prior meetings)**
- 7. Other Business**
- 8. Adjourn**



Finance Committee Meeting
July 11, 2016 – 8:00 a.m.
Executive Chambers – Board Room

Minutes

1. CALL TO ORDER

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

- **Members Present:** Chair Marc Sportsman, Vice Chair Dave Rittman, Mayor Nan Johnston and Diane Driver
- **Other members present:** Jim Werner
- **City Staff Present:** City Administrator Lauren Palmer, Public Works Director Alysén Abel, Community Development Director Stephen Lachky, Police Chief Kevin Chrisman, Finance/Human Resources Director Matthew Chapman, Assistant to the City Administrator Tim Blakeslee and City Clerk Melissa McChesney

2. FINANCIAL UPDATES

3. ACTION ITEMS

A. Approve the minutes from the June 27, 2016, meeting

Diane Driver moved to approve the June 27, 2016, minutes. Dave Rittman seconded; motion passed 4-0.

B. Approve a maintenance agreement with Lippert Mechanical for annual HVAC maintenance and on-call repair services

Assistant to the City Administrator Tim Blakeslee stated that the agreement covered seven HVAC items that required proper maintenance to prolong the life of the equipment and to remain functional. Blakeslee explained that since the last contract expired in 2013 regular maintenance was not regularly performed which contributed to recent issues with the system. A request for proposals was released in May and one proposal was received. The on-call rate of the proposal was less than comparable rate in the prior contract. He added that the Committee could approve a quarterly or bi-annual maintenance option but based on the age of the equipment and recent care staff recommended quarterly maintenance. Blakeslee noted that even though the cost was over budget staff anticipated savings in other budget line items.

Driver moved to approve a maintenance agreement with Lippert Mechanical for annual HVAC maintenance and on-call repair services for a base amount of \$2,533.32. Rittman seconded; motion passed 4-0.

C. Approve the purchase of a new John Deere X570 tractor for the Nature Sanctuary

Assistant to the City Administrator Tim Blakeslee stated that the Nature Sanctuary budgeted for the replacement of the garden tractor that was over 20 years old. A bid opening was held in June and one bid was received that was \$1,200 over budget. At the June 27, 2016 meeting the Finance Committee directed staff to research what was needed and after internal discussion it was determined that there was a need for a mower deck, which was included in the original bid that was over budget. Blakeslee noted that staff researched options and found two models that met the specifications needed and that were available locally. The John Deere tractor had better reviews, was more reliable and had a four year bumper-to-bumper warranty.

Blakeslee said that the Parkville Rotary Club offered to donate the \$1,200 to cover the overage. Members of the Committee shared their concerns about setting a precedent and relying on donations for budgeted equipment. Dave Rittman explained that he had a conflict of interest

because he was a member of the Parkville Rotary and noted that the Rotary was looking for projects and he thought a donation to cover the overage would help the Nature Sanctuary purchase what it needed.

Further discussion focused on the limitations of the City's purchasing policy for receiving additional bids for purchases because of all of the paperwork involved. City Administrator Lauren Palmer responded that staff would recommend modifications to the purchasing policy at the next Finance Committee meeting.

Driver moved to approve the purchase of a new John Deere X570 Tractor from Heritage Tractor in the amount of \$4,900 and accept a \$1,200 donation from the Parkville Rotary Club toward the purchase. Mayor Johnston seconded; motion passed 3-0-1 (Rittman abstained).

D. Approve a maintenance agreement with Arbor Masters for tree trimming on-call services

Public Works Director Alysén Abel said that in 2015 the Board approved the first contract for on-call tree trimming services with Urban Tree Specialists for the period of one year. Because the contract was set to expire, staff released a bid request that requested unit prices based on the diameter of the tree, labor and equipment. A bid opening was held in June and three responses were received. In order to determine the low bidder, staff created a hypothetical scenario based on past work. The lowest non-emergency bidder was Arbor Masters while the low bidder for emergency work was Custom Tree Care. Abel added that since the contract was approved, over 84 percent of the tree trimming and removal work done for the City was non-emergency and therefore staff recommended an agreement with Arbor Masters for a one-year term with the option to renew for one additional year.

Driver moved to recommend that the Board of Aldermen approve a one-year maintenance agreement with an optional one-year renewal with Arbor Masters for tree trimming on-call services, with the unit prices listed in the agreement. Johnston seconded; motion passed 4-0.

E. Approve a construction services agreement with Merrill Industrial Electric for electrical improvements at the Parks headquarters

Public Works Director Alysén Abel provided a history of improvements to the Parks headquarters building and noted a complete punch list of outstanding repairs was included in the agenda packet. Staff was unable to contact the previous contractor over the last year so the remaining work was not completed. A termination letter was issued on March 14, 2016 and the remaining contract balance is being retained.

Abel explained there were two issues that remained from the original contract: improvements to the structural beams and modifications to the electrical service to bring it up to code. In April 2016 the Committee approved a work authorization with GS Structural for the beams. In regards to the electrical service, a bid opening was held in June and five responses were received. Abel noted that the boring and trenching work could be done in-house by the Public Works staff, so it was removed from the base bid and included as an alternate. She also added that the work was not included in the 2016 budget but the City received a \$16,345.19 reimbursement from the Federal Emergency Management Agency (FEMA) for the storm damage in 2015 that could be used to cover the cost.

Driver moved to approve a construction services agreement with Merrill Industrial Electric for the electrical improvements to the Parks headquarters building in the amount of \$5,975. Rittman seconded; motion passed 4-0.

F. Approve Change Order No. 5 with Insituform Technologies for the cured-in-place lining work for the Sanitary Sewer Phase 3 repairs

Public Works Director Alysén Abel provided a history of the closed circuit television (CCTV) work done since 2007. She noted that in June 2015 the Board of Aldermen approved a contract with Insituform and the Phase 2 improvements were contracted and designed. Phase 3 included

cured-in-place pipe (CIPP) and manhole repairs. The work for the change order was only for the CIPP repairs, the manhole repairs would be bid out in the fall. Abel added that staff found slight differences in the pipe sizes as compared to the 2007 CCTV and based on the new sizes Insituform needed to be reimbursed for the actual work that was done. Staff would add more contingency in the future to cover any differences in pipe sizes.

Discussion focused on the Sewer Fund Reserve amount and when a budget amendment would be needed. City Administrator Lauren Palmer responded that staff preferred to wait to amend the budget later in the year so it would be clearer as to what was needed or not needed. She added that the auditors did not have a preference as long as the overages were addressed and peer communities had various processes.

Driver moved to approve Change Order No. 5 with Insituform Technologies for the Sanitary Sewer Phase 3 repairs in the amount of \$9,400, using reserves in the Sewer Fund to pay for the overage and preserve the full scope of the manhole project. Rittman seconded; motion passed 4-0.

4. NON-ACTION ITEMS

A. 2017 Budget Calendar

City Administrator Lauren Palmer explained that the 2017 budget process was similar to what was done in the past with four work sessions. She added that staff would start working on the budget sheets and the property tax levy would be approved one week earlier at the August 16 Board of Aldermen meeting. Dave Rittman shared his concern with the work session scheduled on November 1 and Palmer said that she would present November 8 as an option and get feedback from the rest of the Board.

5. OTHER BUSINESS

The Committee discussed the River Hills sinkhole and Abel responded that the issue was fixed and caulking was placed in the pipe. Staff also found a small gap in the pipe and sealed it too. They also discussed the asphalt work on Vista Circle which would be completed after Platte County finished the bridge work on Crooked Road and it was resurfaced. In addition, a pre-proposal conference would be held on July 20 regarding the neighborhood improvement district request for proposals (RFP). The Parkville Economic Development Council will also provide feedback on the RFPs.

6. ADJOURNMENT

Chair Sportsman declared the meeting adjourned at 8:58 a.m.

Submitted by:

Melissa McChesney
City Clerk

Approval Date

CITY OF PARKVILLE Policy Report

Date: July 20, 2016

Prepared By:
Steve Berg
City Treasurer

Reviewed By:
Matthew Chapman
Finance/HR Director

ISSUE:

Approve the Fewson Fund Annual Financial Statement and Report

BACKGROUND:

The Fewson Fund Policy, as adopted by Resolution No. 12-01-13, requires the Fund Manager in February to prepare an annual financial statement and report for the preceding year. The report must include the fund balance at the beginning of the year; the increase/decrease in the fund assets during the year; the fund balance at the end of the year; the simple rate of return for that year based on the beginning fund balance; and an investment strategy for the coming year. Due to other priorities, namely the 2015 audit, the report was completed late this year. The annual statement and report are attached for review and comment.

The report includes the earnings of the fund for the preceding year to be divided with 50% going to the City, and 50% to be added to the Fewson Fund balance, in accordance with Mr. Fewson's directions. The total earnings for the fund are calculated as interest earnings minus administrative fees. For 2015, the 50% distribution to the City is \$2,206.50. Because no project was approved for Fewson funding for 2015, the distribution is held by the Fewson Fund and reserved for transfer to the City at such time as an appropriate project is identified and approved.

BUDGET IMPACT:

There is no direct budget impact associated with receipt of the annual report.

ALTERNATIVES:

1. Recommend that the Board of Aldermen receive and file the Fewson Fund annual financial statement and report, with any revisions suggested by the Finance Committee.
2. Postpone the item.

FEWSON FUND MANAGERS COMMITTEE RECOMMENDATION:

On July 20, 2016, on a vote of 3-0, the Fewson Fund Managers approved the 2015 Annual Financial Statement and Report.

STAFF RECOMMENDATION:

Staff recommends that the Finance Committee recommend that the Board of Aldermen receive and file the report for the official record.

POLICY:

The Fewson Fund Policy, as adopted by Resolution No. 12-01-13, requires the Fund Manager in February to prepare an annual financial statement and report of the preceding year.

SUGGESTED MOTION:

I move to recommend the Board of Aldermen receive and file the Fewson Fund annual financial statement and report for the year ended December 31, 2015.

ITEM 3B

For 07-25-16

Board of Aldermen – Finance Committee Meeting

ATTACHMENTS:

1. 2015 Fewson Fund Annual Report (narrative)
 2. 2015 Fewson Fund Annual Report (financial statement)
 3. Fewson Fund Balance Sheet as of 12-31-15
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Fewson Project Fund Annual Report
December 31, 2015

Highlights for 2015

1. Due to the continuing low interest rate environment and the maturing of a TIPS bond with a value of about \$35,000, interest earnings for the Fund continued to decline in 2015. At the same time, the City was able to put together a timetable for future Fewson projects enabling a forecast of when Fewson funds should be available for financing of those projects. This enabled the Fewson managers to invest Fewson funds in various CDs with laddered maturities with the goal of increasing future interest earnings while also timing liquidity to match potential future needs. Current investments are listed on the accompanying Fewson Fund Investments Annual Report.
2. In late 2014 the Downtown Highway 9 Entry project was approved as an appropriate Fewson project, and in 2015 the cumulative balance of funds available for transfer from 2011 through 2014 was transferred to the City for this project, with the amount totaling \$17,220.60.
3. For 2015, the Fewson Fund interest earnings, after expenses, were \$4,412.99, with one-half of this available for distribution to the City for capital projects. Since the City did not draw on these funds during the year, these funds will remain available for future distribution.

Strategy for 2016

1. During 2015, the fund manager invested funds in a series of laddered CDs to increase interest earnings while retaining liquidity for potential projects. This committed the full amount of funds available for time deposits, so no further investments were intended until November, 2016, other than possible loans to the City for a 2016 project. Last year's investment in CDs has increased the interest earnings projected for 2016 over 2015, and, as currently invested, should yield about \$1,000 more in total earnings over 2015. The low interest rate environment of the past several years is expected to continue through 2016 and beyond, meaning that interest earnings on the fund are likely to remain at low levels for several more years.
2. For 2016 and beyond, the fund manager plans to continue to follow a strategy of holding a large portion of the funds in a mix of CDs using local banks and higher interest-bearing brokered CDs to achieve better interest earnings than are available using primarily money market accounts. A laddered approach to maturities will be used to ensure that:
 - a. Some funds remain, or become available each year.
 - b. The Fund will have funds available to reinvest at higher interest rates whenever rates move up from their current historic lows.
 - c. Some portion of the funds are invested in the best currently-available interest-bearing instruments to provide a larger amount of current income for the fund.

Steve Berg
City Treasurer
on behalf of the Fewson Fund Manager

Fewson Fund Investments Annual Report

December 31, 2015

Investments Held by Fewson Fund

	BankLiberty Cash Acct	BankLiberty MMA	Commerce Cash Acct	Bonds and CDs Held by Fewson Fund						Total Value (Bond Total)
				1 Commerce Brokered CD	2 Commerce Brokered CD	3 Platte Valley CD	4 Platte Valley CD	5 TIPS 5	6 FHLB 6	
Cost				50,000.00	50,000.00	80,000.00	160,000.00	38,898.19	50,721.00	
Acquired				5/6/15	6/24/15	5/7/15	5/7/15	8/7/09	1/29/09	
Maturity				5/8/17	6/25/18	11/6/16	11/6/17	1/15/15	9/11/20	
Rate	0.10%	0.20%	0%	0.80%	1.55%	0.45%	0.80%	1.625%	4.625%	

Summary of Activity for Year

1/1/2015 Opening Balances

Market Value All Accounts	423,567.34	-	59,602.72	-	-	-	-	34,939.84	57,001.85	575,111.75
Total MKT VALUE of all Bonds										91,941.69

Funds Invested in New CDs	(400,000.00)	160,000.00	(100,000.00)	50,000.00	50,000.00	80,000.00	160,000.00						
Bonds that Matured			43,415.05					43,415.05					
Interest Earned	73.00	355.40	3,255.45	201.64	388.56	181.44	644.45	352.75	2,312.50	4,509.74			
Bank Fees			96.75									96.75	
Gain in Market Value								8,475.21				8,475.21	
Loss in Market Value				114.80	485.10				975.15				1,575.05
Amount Transferred to City	17,220.60												17,220.60

12/31/2015 Closing Balances	6,419.74	160,355.40	6,176.47							
Market Value All Accounts	6,419.74	160,355.40	6,176.47	49,885.20	49,514.90	80,181.44	160,644.45	-	56,026.70	569,204.30
Total MKT VALUE of all Bonds and CDs										396,252.69

Full Year Change in Mkt Value				(114.80)	(485.10)	-	-	8,475.21	(975.15)			8,475.21	1,575.05
Other Activity for Year										4,509.74	96.75		17,220.60

Interest Rates at Year End	0.10%	0.20%	0%	0.80%	1.55%	0.45%	0.80%		4.625%	
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Average Rate of Return for 2015	
All funds combined	0.81%

Amount Available for Transfer to City for Fewson Projects (12/31/15)

Prior Years	-
Current Year	2,206.50
Total Available	2,206.50

Note: Opening Balance, 1/1/2015, includes \$17,220.60 reserved for transfer to City from years 2011 through 2014. Fewson Fund balance without this amount was \$557,891.15. The Fewson Fund gain for 2015 was \$11,313.15.

BALANCE SHEET
AS OF: DECEMBER 31ST, 2015

45 -Fewson Project Fund

ACCOUNT# TITLE

ASSETS

12000 Claim on Cash	160,355.40	
12105 Trust Cash-Patriots	6,419.74	
12110 Fewson Cash-Commerce	6,176.47	
12150 Fewson CDs-Commerce Bank	99,400.10	
12300 Platte Valley Bank CDs	240,825.89	
14004 Trust Investments-Fed Home Loa	56,026.70	
		<u>569,204.30</u>

TOTAL ASSETS 569,204.30

LIABILITIES

EQUITY

30001 Fund Balance	555,684.65	
30002 Fund Bal Reserved for Transfer	2,206.50	
		<u>557,891.15</u>
TOTAL BEGINNING EQUITY	557,891.15	
TOTAL REVENUE	12,984.95	
TOTAL EXPENSES	1,671.80	
		<u>11,313.15</u>
TOTAL SURPLUS/(DEFICIT)	11,313.15	
		<u>569,204.30</u>

TOTAL EQUITY & SURPLUS/(DEFICIT) 569,204.30

TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT 569,204.30

CITY OF PARKVILLE Policy Report

Date: July 18, 2016

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Tim Blakeslee
Assistant to the City Administrator

ISSUE:

Approve the materials purchase for the 2016 crack sealing program in the amount of \$12,000.

BACKGROUND:

In the fall of 2010, the City began an annual maintenance program of crack sealing to perform preventative maintenance on the City's streets. The City uses a hot-applied crack filling machine, which is faster and easier to apply than the cold-applied method that was previously used. By sealing the pavement, the City limits the amount of water that enters the subgrade, therefore extending the life of the pavement.

Although crack sealing has historically been completed in the fall, staff is seeking purchasing authority to proceed with the work this summer. As part of the comprehensive street maintenance program, City staff plans to crack seal the edges of the pavement at the curb for those streets that have had or are slated for asphalt mill and overlay this summer. Filling the cracks in the newly paved streets will help to prolong the life of the streets and the City's investment in the street maintenance program. In addition to crack sealing the newly paved streets, the street crew will crack seal other areas around the City to prolong the life of the existing streets in need of minor repairs.

Pavement Maintenance Supply, Inc. (PMSI) historically provided the crack sealing machine as a rental for approximately \$1,400 per week. In 2013, the City of Weatherby Lake purchased a new CRAFCO crack sealing machine, and through a cooperative agreement, the City rented the machine for \$750 per week. In 2014, the City entered into a long-term cooperative agreement with Weatherby Lake for the use of the machine. This arrangement provides substantial savings and allows the street crew to seal more streets each year.

PMSI is the only local supplier of the CRAFCO materials for the crack seal machine. The quote for the Polyflex Type II sealant is \$0.52 per pound. PMSI has provided the same quote since 2014.

BUDGET IMPACT:

The 2016 budget includes \$15,000 in the Transportation Fund for the crack sealing program. The estimated cost of the rental of the equipment is \$3,000. The remaining budget would be used for the crack sealing material, in the amount of \$12,000.

ALTERNATIVES:

1. Recommend that the Board of Aldermen approve the purchase of the crack sealing material from PMSI.
2. Do not approve the purchase.
3. Provide other direction to staff to meet the desires of the Finance Committee.
4. Postpone the item.

ITEM 3C

For 07-25-16

Board of Aldermen - Finance Committee Meeting

STAFF RECOMMENDATION:

Staff recommends that the Finance Committee recommend approval of the purchase order with PMSI for the crack sealing material.

POLICY:

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

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve the purchase order with PMSI for the purchase of the crack sealing material in the amount of \$12,000.

ATTACHMENT:

1. PMSI Purchase Order

PURCHASE ORDER
(construction less than \$5,000)

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

Date: July 25, 2016

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

VENDOR PMSI 1808 SW Market Street, Lee's Summit, MO 64082
816-525-8755

SHIP TO: Purchaser will pick up

INVOICE TO: Parkville City Hall, Attn: Alan Schank, 8800 Clark Ave., Parkville, MO 64152

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

Vendor agrees to furnish following goods in accordance with the terms and provisions of this Purchase Order Agreement consisting of 5 pages including attachments. Purchaser agrees to pay the total sum not to exceed twelve thousand Dollars (\$12,000.00) for such materials, subject to any additions or deductions agreed upon in writing. **Freight charges are included in purchase price and sales taxes will not be charged to the Purchaser as a tax exempt entity. Purchaser will provide Vendor with a Tax Exemption Certificate upon request.** Payment is to be made within 30 days after delivery of goods and receipt of invoice. This purchase order is only valid through December 31, 2016.

ITEMS:

CRA34518-2 Polyflex Type II sealant at a unit price of \$0.52 per pound

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

SCHEDULE OF DELIVERY:

Materials shall be available on request within seventy-two hours of placing order.

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

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

CITY OF PARKVILLE, MISSOURI. ("Purchaser")

Paving Maintenance Supply, Inc. (Vendor)

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

CITY OF PARKVILLE Policy Report

Date: Tuesday, July 19, 2016

Prepared By:
Lauren Palmer
City Administrator

Reviewed By:
Tim Blakeslee
Assistant to the City Administrator

ISSUE:

Approve revisions to the Purchasing Policy related to smaller equipment, construction, and professional services purchases.

BACKGROUND:

On October 20, 2014, the Board of Aldermen approved Resolution No. 10-02-14 to adopt the Parkville Purchasing Policy (Attachment 1). The policy broadly defines procurement procedures to follow based on the type of good or service being acquired. The purchasing policy states that sealed bids are required for the following purchases:

- Goods and materials with a value exceeding \$10,000.
- New vehicles and equipment with a value exceeding \$2,500.
- New construction with a value exceeding \$2,500.
- Maintenance or repair with a value exceeding \$10,000.

In addition, a competitive request for proposals (RFP) or request for qualifications (RFQ) process is required for all professional services exceeding \$2,500. Staff recalls that the \$2,500 limit was set previously to match the maximum threshold that purchases may be approved by the city administrator.

Since the policy was adopted in 2014, staff has noticed that it is sometimes difficult to obtain competitive bids for smaller purchases or contracts in amounts less than \$10,000. For smaller equipment purchases, pricing is generally set by the manufacturer. As a result, margins are narrow for local dealers and significant pricing deviations are not ordinarily identified through competitive bidding. Informal surveying of prospective bidders revealed some reluctance to invest the time to prepare and submit bid documents for relatively small scopes of work. Similar comments were received regarding preparing proposals for smaller professional services contracts. Vendors sometimes feel it is not worth the time and would prefer the city simply rotate smaller work contracts among a preferred group of vendors. For example, the city is successfully using this approach with three engineering firms for traffic work.

To address these issues, staff recommends raising the threshold for competitive bidding to \$10,000 for vehicles, equipment, new construction, and professional services. This is already the bidding threshold for maintenance work and the purchase of goods or materials. This change would make the purchasing policy consistent for all purchases citywide. These proposed changes are marked in blue in Attachment 2. For smaller purchases or contracts under the proposed policy change, staff would obtain competitive quotes or research to find the best deal on the market, and then negotiate among dealers/vendors as needed for the best price.

Alternatively, the Board may clarify the intent of the policy to allow flexibility to deviate from various provisions (including competitive bidding) as needed for specific projects or purchases. This is an option if there is not majority support to adjust the existing thresholds. This proposed change is marked in red in Attachment 2. The Board of Aldermen may implement either change by policy because state law only requires sealed bidding for cities with populations over 500,000 or charter cities with a population range of 75,000 to 80,000.

ITEM 4A

For 07-25-16

Board of Aldermen – Finance Committee Meeting

BUDGET IMPACT:

There is no direct budget impact associated with this item.

ALTERNATIVES:

1. Amend the purchasing policy to increase the threshold for competitive bidding to \$10,000 for all purchases.
2. Amend the purchasing policy to clarify that the Board of Aldermen may deviate from the policy to address situations in which application of the provisions is infeasible.
3. Amend the purchasing policy to incorporate both alternatives #1 and #2.
4. Amend the purchasing policy to incorporate other changes requested by the Finance Committee.
5. Take no action and do not amend the purchasing policy.
6. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends Alternative #3 – Recommend that the Board of Aldermen amend the purchasing policy to (1) increase the threshold for competitive bidding to \$10,000 for all purchases and (2) clarify that the Board of Aldermen may deviate from the policy to address situations in which application of the provisions is infeasible.

POLICY:

Section 143.020 of the Municipal Code directs the Finance/Audit Committee to hear financial reports and funding requests and report to the Board of Aldermen on financial matters. Since the purchasing policy is a financial policy, a recommendation is requested from the Finance/Audit Committee.

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen amend the purchasing policy to (1) increase the threshold for competitive bidding to \$10,000 for all purchases and (2) clarify that the Board of Aldermen may deviate from the policy to address situations in which application of the provisions is infeasible.

ATTACHMENTS:

1. Resolution No. 10-02-14
2. Purchasing Policy – redlined with proposed changes
3. Draft resolution for policy amendments



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

**CITY OF PARKVILLE, MO.
RESOLUTION No. 10-02-14**

**A RESOLUTION REPEALING AND REPLACING THE PURCHASING POLICY FOR THE
CITY OF PARKVILLE, MISSOURI**

WHEREAS, the City of Parkville Purchasing Policy was adopted by the Board of Aldermen by Resolution No. 02-01-13 on February 5, 2013; and

WHEREAS, City of Parkville policies are reviewed from time to time and amended as necessary by resolution; and

WHEREAS; the City Administrator determined that the Purchasing Policy needed to be revised to reflect current and desired policies and to be consistent with updated contract documents approved by the City Attorney; and

WHEREAS, said revised policy was considered and recommended for Board of Aldermen approval by the City of Parkville Audit/Finance Committee on October 13, 2014.

NOW, THEREFORE, BE IT RESOLVED that the Board of Aldermen hereby repeals the City of Parkville Purchasing Policy (Resolution No. 02-01-13) and replaces it with the new policy as attached hereto to this original Resolution and incorporated herein by reference; and

IN TESTIMONY WHEREOF, I have hereunto set my hand, in the City of Parkville this 20th day of October 2014.



Mayor Nanette K. Johnston

ATTESTED:

City Clerk Melissa McChesney

PURCHASING POLICY WITH PROPOSED REVISIONS

Alternative 1 Changes Listed in Blue

Alternative 2 Changes Listed in Red

CITY OF PARKVILLE

October 2014

I. PURPOSE

The purpose of this policy is to broadly define procurement procedures to follow based on the type of good or service being acquired. Due to the varied practices and requirements associated with many City purchases, it is not possible to encapsulate each requirement within a single policy. Since the procurement process varies based on the type of purchase, the following general principles shall apply whenever feasible. **By a majority vote, the Board of Aldermen may deviate from the purchasing policy to address unique circumstances for which certain provisions of the policy may be infeasible.**

Fundamental Principles. There are fundamental principles which should be observed when purchases of goods and services are made on behalf of the City. Generally, a good or service should be obtained at the lowest cost, consistent with the quality required to maintain efficient operations of the City. The quantity of goods purchased is determined through an examination of factors such as the number of units to be used, the period of use, space available, acquisition price, volume discounts, shipping time, obsolescence, and present and expected future availability of an item.

Acquisition of Goods and Services. The acquisition of goods and services by or on behalf of the City of Parkville, its agencies, departments, officials, and authorized agents, should be made in a manner and method which provides for the prudent expenditure of City funds; provides for maximum protection of the taxpayer; prevents waste, conflict, and impropriety; provides for equal access and opportunity in an open and competitive environment to all suppliers, with regard to factors related to quality, cost, and availability of the goods and services; and which comply with all applicable federal, state, and local laws, rules, and regulations.

II. GENERAL REQUIREMENTS

- A. Annual Budget Approvals:** The Board of Aldermen determines expenditure levels through the formulation and approval of the annual budget. In performing this policy-making function, the Board of Aldermen establishes a set of goals, priorities and performance standards to which the City organization directs its collective effort toward accomplishing. The adoption of the annual budget is the approval of a level of expenditures necessary to accomplish the goals and objectives that have been established for each City program.
- B. Board of Aldermen Authority:** Changes in the purchasing policy will only be made with the approval of the Board of Aldermen.
- C. City Administrator Authority:** The City Administrator is delegated the responsibility by the Board of Aldermen to carry out a program of services to the community. It is the City Administrator's responsibility to manage the annual budget in such a way that the goals and priorities of the Board of Aldermen are accomplished. Under this system of control, the City Administrator has delegated

this responsibility and authority to respective Department Heads. The City Administrator may also approve administrative policies to supplement this Purchasing Policy.

- D. Department Head Authority:** Department Heads are responsible for meeting the goals and objectives established by the City Administrator and Board of Aldermen and are provided budgeted funds to attain those goals. Each Department Head has the responsibility and authority to make certain that purchases are within the scope of the adopted budget.
- E. Self-imposed Constraints.** Although the budget establishes levels of expenditure for each program, an appropriation is not a permit nor a directive to expend funds, unless the need for the product continues to exist at the time of purchase and the price of the product is within the parameters of the budget. In addition, these criteria must be ultimately weighed against the availability of funds and the relationship of the department goals to overall City priorities.
- F. Familiarity with Policy.** All personnel of the City responsible for purchases shall become familiar with and follow the City's policies and procedures as they relate to purchasing. Supervisors shall be cognizant of their respective budget limitations and initiate purchases accordingly. It is the responsibility of the individual departments to anticipate requirements and initiate action to purchase goods and services in advance of the time that they are needed.
- G. Local Preference.** It is the City's intention to purchase from local suppliers, within reason, as it selects the best and most reasonably priced source for each transaction. The local residence of a supplier may be a factor considered in selecting among bidders on a purchase. It is the determination of the Board of Aldermen that, in certain instances, choosing a local supplier serves the valid public purpose of supporting local businesses that, among other attributes, pay taxes to the City.
- H. Fixed Assets.** Upon purchasing any tangible asset (property, plant, or equipment) each Department Head will consult with the City's Finance/Human Resources Director, or his/her designee, to determine whether such asset should be included in the City's ongoing fixed asset inventory. If so, a complete description of the asset being purchased and its value will be provided to the Finance Department for inclusion in the fixed asset inventory.
- I. Standard Documents.** The City has established the following standard purchasing document templates: work authorization, purchase order (with terms and conditions), purchase order for construction materials with a value of \$5,000 or less (with terms and conditions), professional services agreement, small construction contract for maintenance (with notice to bidders), small construction contract for new construction (with notice to bidders), and large construction contract (with sealed bids project manual). Section IV of this Purchasing Policy explains the appropriate purchasing document to use for each purchasing circumstance. The templates may be amended from time to time with approval from the City Administrator and City Attorney. An invoice and/or receipt is required to process payment for all approved purchases, in addition to the applicable purchasing document.

III. PURCHASING AUTHORITY

- A. The City of Parkville Board of Aldermen has delegated the authority to make

purchases as follows:

- a. Department heads are authorized to approve expenditures up to \$1,000 provided that funds budgeted are equal to or greater than the cost of the item. The City Administrator is authorized to restrict departmental spending on an as-needed basis, such as in the event that revenues fail to meet annual budget projections.
 - b. The City Administrator is authorized to approve expenditures up to \$2,500 provided that funds budgeted are equal to or greater than the cost of the item. When submitted by a department head or other authorized staff, the request should be accompanied by a written recommendation to City Administrator.
 - c. The Finance/Audit Committee, as defined in Chapter 143 of the Parkville Municipal Code, is authorized to approve expenditures up to \$10,000. Each request shall include a staff recommendation with the relevant background information. A budget impact should be included with all requests. Each purchase must be approved by a four-fifths super majority of the Finance/Audit Committee or else be forwarded on to the Board of Aldermen for action.
 - d. The Finance/Audit Committee must make a recommendation to the Board of Aldermen for all purchases of more than \$10,000. The Finance/Audit Committee recommendation may be waived for time sensitivity or other special circumstances that warrant immediate action by the Board of Aldermen. The Board of Aldermen must approve all purchases of more than \$10,000. Each request shall include a staff recommendation with the relevant background information. A budget impact should be included with all requests.
- B. Projects may not be broken down into smaller projects for the purpose of exceeding purchasing authority.
- C. All purchases made by the City must be approved by the Board of Aldermen through majority approval of the Accounts Payable Report, generally on a bi-monthly basis at scheduled legislative meetings.

IV. PROCUREMENT REQUIREMENTS

A. Goods and Materials

- a. A minimum of three quotes are required, whenever this is possible, for any goods or materials costing more than \$250 and less than \$10,000. Quotes should be documented, whether the quote is received in writing or over the phone. Justification should be provided in writing to the purchasing authority if it is not possible to obtain three quotes.
- b. Sealed bids are required for all purchases of goods and materials with a total value exceeding \$10,000.
 - i. A Notice to Bidders for the purchase of goods and materials totaling more than \$10,000 shall be advertised to all known local and other prospective and qualified bidders and shall be posted on the City's official website.
 - ii. The City Clerk, or authorized City personnel, shall open all sealed bids and read them aloud in the presence of at least one (1) witness. A bid tabulation of all bids received will be on file in the City Clerk's Office for public inspection.
 - iii. The Board of Aldermen shall award the bid to the lowest responsible bidder whose bid is in the best interest of the City.
 - iv. The City reserves the right to accept or reject any or all bids and to waive any provisions or technicalities therein.
 - v. The sealed bidding requirements may be waived by the Board of

Aldermen in instances of sole source vendors, or in cases of emergency or other special circumstances.

- c. Purchases of goods and materials in excess of \$2,500 must be accompanied by a purchase order. Upon award, the appropriate Department Head shall complete the purchase order and forward an executed copy to the City Clerk's Office. Direct purchases for materials with a value of \$5,000 or less associated with construction projects must be accompanied by the purchase order for construction materials.
- d. Sole source utility purchases that are essential for day-to-day operations and subject to local, state and/or federal rate regulations (including but not limited to electricity, water, sewer, and gas) are exempt from the procurement requirements of this policy. The City Administrator, or his/her designee, is responsible to review all bills for accuracy before payment and to implement methods to control and reduce costs, to the extent practical. Payments must be approved by the Board of Aldermen through majority approval of the Accounts Payable Report.

B. Vehicles and Equipment

- a. A minimum of three quotes are required, whenever this is possible, for new vehicles and equipment ~~costing less more than \$250 and less than \$2,500~~ **\$10,000**. Quotes should be documented, whether the quote is received in writing or over the phone. Justification should be provided in writing to the purchasing authority if it is not possible to obtain three quotes.
- b. Sealed bids are required for all purchases of new vehicles and equipment with a total value exceeding ~~\$2,500~~ **\$10,000**.
 - i. A Notice to Bidders shall be advertised to all known local and other prospective and qualified bidders and shall be posted on the City's official website.
 - ii. The City Clerk, or authorized City personnel, shall open all sealed bids and read them aloud in the presence of at least one (1) witness.
 - iii. A bid tabulation of all bids received will be on file in the City Clerk's Office for public inspection.
 - iv. Staff should consult with the State of Missouri and the Kansas City Regional Purchasing Cooperative (KCRPC) to determine if there are any state or regional cooperative purchasing contracts for the specified vehicle or equipment. If so, the state and/or KCRPC contract price should be included in the bid tabulation.
 - v. The Board of Aldermen shall award the bid to the lowest responsible bidder whose bid is in the best interest of the City.
 - vi. The City reserves the right to accept or reject any or all bids and to waive any provisions or technicalities therein.
 - vii. The sealed bidding requirements may be waived by the Board of Aldermen in instances of sole source vendors, or in cases of emergency or other special circumstances.
- c. For the purchase of used vehicles and equipment, staff shall attempt to obtain a minimum of three quotes for similar products that meet the minimum specifications of the required purchase. Staff may request advance approval from the applicable purchasing authority to expend up to a maximum specified amount for a product meeting established specifications. Staff should research all available listings (internet advertisements, newspaper advertisements, local dealers, auctions, etc.) to find the best product to meet the need of the purchase at the lowest possible price.

- d. Vehicle and equipment purchases must be accompanied by a purchase order. Upon award, the appropriate Department Head shall complete the purchase order and forward an executed copy to the City Clerk's Office. Subject to approval by the City Attorney, a customized agreement may be substituted for the standard purchase order based on the requirements of the dealer or other vendor.

C. New Construction

- a. A minimum of three quotes are required, whenever this is possible, for new construction costing less than ~~\$2,500~~ \$10,000. Quotes should be documented, whether the quote is received in writing or over the phone. Justification should be provided in writing to the purchasing authority if it is not possible to obtain three quotes.
- b. Sealed bids are required for all purchases of new construction with a total value exceeding ~~\$2,500~~ \$10,000.
 - i. A Notice to Bidders shall be advertised to all known local and other prospective and qualified bidders and shall be posted on the City's official website.
 - ii. The City Clerk, or authorized City personnel, shall open all sealed bids and read them aloud in the presence of at least one (1) witness.
 - iii. A bid tabulation of all bids received will be on file in the City Clerk's Office for public inspection.
 - iv. The Board of Aldermen shall award the bid to the lowest responsible bidder whose bid is in the best interest of the City.
 - v. The City reserves the right to accept or reject any or all bids and to waive any provisions or technicalities therein.
 - vi. The sealed bidding requirements may be waived by the Board of Aldermen in instances of sole source vendors, or in cases of emergency or other special circumstances.
- c. When applicable, the City may furnish a sales tax exemption certificate number as supplied by the State of Missouri in accordance with state law.
- d. All new construction purchases in the amount of \$25,000 or less must be accompanied by a small construction contract. All new construction purchases in excess of \$25,000 must be accompanied by a large construction contract. The appropriate construction contract shall be made part of the sealed bid package and approved by the contractor prior to approval by the appropriate purchasing authority. Upon approval, the appropriate Department Head shall forward an executed copy of the construction contract to the City Clerk, along with any applicable attachments including the insurance certificate.

D. Maintenance or Repair

- a. A minimum of three quotes are required, whenever this is possible, for maintenance and repair work costing less than \$10,000. Quotes should be documented, whether the quote is received in writing or over the phone. Justification should be provided in writing to the purchasing authority if it is not possible to obtain three quotes.
- b. Sealed bids are required for all maintenance and repair purchases with a total value exceeding \$10,000.
 - i. A Notice to Bidders shall be advertised to all known local and other prospective and qualified bidders and shall be posted on the City's official website.
 - ii. The City Clerk, or authorized City personnel, shall open all sealed bids and read them aloud in the presence of at least one (1)

- witness.
- iii. A bid tabulation of all bids received will be on file in the City Clerk's Office for public inspection.
 - iv. The Board of Aldermen shall award the bid to the lowest responsible bidder whose bid is in the best interest of the City.
 - v. The City reserves the right to accept or reject any or all bids and to waive any provisions or technicalities therein.
 - vi. The sealed bidding requirements may be waived by the Board of Aldermen in instances of sole source vendors, or in cases of emergency or other special circumstances.
- c. Although quotes or sealed bids are desired to the extent possible, routine repairs and maintenance may be performed at pre-approved suppliers/shops. This is intended to address the impracticality, in some cases, of getting bids for work that might, for instance, require that engine parts be disassembled to determine the work that needs to be done, or where time constraints make obtaining bids impractical.
 - d. When applicable, the City may furnish a sales tax exemption certificate number as supplied by the State of Missouri in accordance with state law.
 - e. All maintenance and repair purchases in the amount of \$10,000 or less must be accompanied by a work authorization. All maintenance and repair purchases in excess of \$10,000 but less than \$25,000 must be accompanied by a small construction contract. All new construction purchases in excess of \$25,000 must be accompanied by a large construction contract. The appropriate purchasing document shall be made part of the sealed bid package and approved by the contractor prior to approval by the appropriate purchasing authority. Upon approval, the appropriate Department Head shall forward an executed copy of the work authorization or construction contract to the City Clerk, along with any applicable attachments including the insurance certificate.

E. Professional Services

- a. When the professional services fee shall not exceed ~~\$2,500~~ \$10,000 the City Administrator, with input from appropriate City staff, may select a firm or individual based upon the particular firm's or individual's expertise, previous performance, **competitive pricing**, and readiness for the service requirement of the City.
- b. In the event the fees for professional services on any proposed matter are estimated to exceed ~~\$2,500~~ \$10,000, a Request for Proposals (RFP) or Request for Qualifications (RFQ) process will be utilized and the following will apply:
 - i. The City will obtain necessary professional services on the basis of demonstrated competence and qualifications for the type of service needed at fair and reasonable prices.
 - ii. Prices shall not be the principal factor on which professional services are selected.
 - iii. Preference shall be given to qualified professional firms having a principal office within the Parkville city limits, recognizing the benefits to the local economy realized through spending local dollars locally. Preference may also be given to qualified professional firms that have demonstrated a commitment to the community through membership in the Parkville Economic Development Council and/or Platte County Economic Development Council.
 - iv. If the City and/or a private developer have invested time and money in a project for which a professional firm has already been

involved in preliminary work, the Board of Aldermen may select that firm on the basis of City staff's recommendation or a developer's request, assuming a reasonable fee can be negotiated.

- v. RFQs or RFPs will be advertised on the City's website and sent to interested firms.
 - vi. A selection committee reviews all proposals, conducts interviews (if needed), checks references (if needed), and makes a recommendation to the purchasing authority.
 - vii. Staff is authorized to negotiate a fee and scope of services with the preferred vendor as recommended by the selection committee. The scope and fee must be incorporated into a professional services agreement for review and approval by the relevant purchasing authority. If an agreement cannot be reached on the scope and fee, the purchasing authority may authorize staff to negotiate with the second choice of the selection committee, and so on, until a satisfactory agreement is negotiated.
- c. All professional services must be accompanied by a professional services agreement. Depending on the scope and nature of the project, and with City Attorney approval, a customized agreement may be substituted for the standard professional services agreement upon request of the vendor. Upon approval, the appropriate Department Head shall forward an executed copy of the professional services agreement to the City Clerk, along with any applicable attachments including the insurance certificate.

F. Emergencies

- a. An emergency is defined as any instance in which either the City's infrastructure or the City's citizens or their property are in jeopardy, and timeliness is crucial.
- b. The Mayor or City Administrator can approve up to \$10,000 for an emergency purchase when the expense will be charged to the City's sewer fund.
- c. The Mayor or City Administrator can approve up to \$5,000 for an emergency purchase when the expense will be charged to other than the City's sewer fund.
- d. The Mayor and the City Administrator may not combine spending authority for the purposes of increasing the amount that can be approved.
- e. As a courtesy, the City Administrator or Mayor will notify Board of his/her action, in writing, via the most expeditious method possible. This is not an approval step.
- f. To the extent possible, the City will enter into multi-year emergency services contracts for routine services such as plumbing, electricity, etc. in order to pre-establish labor and materials fees.
- g. If an existing emergency services contract does not exist for a required purchase, or the emergency services contractor cannot respond in a timely manner, staff shall attempt to obtain a minimum of three quotes from other providers if the process does not jeopardize the timeliness of addressing the emergency.
- h. In the absence of an existing emergency services contract, a work authorization should be executed in advance of the emergency purchase. If a work authorization may not be executed in a timely manner, staff should attempt to document the scope and fee in writing with the contractor via email or an on-site.

V. DISPOSAL OF CITY ASSETS

- A. **Approval to Dispose of Assets.** The City Administrator or his/her designee shall give final approval in writing before any City asset is disposed of or transferred from a City Department.
- B. **Surplus Assets.** When an item no longer is needed by a City department, the respective Department Head should attempt to dispose of the item according to following steps, in priority order:
 - a. Redistribute the item within the City to another department.
 - b. Trade or sell the item "as is" through available markets approved by City Administrator, including but not limited to online or live auctions.
 - c. Give the item to another local governmental agency or local non-profit agency.
 - d. Items which are damaged or have a nominal value may be recycled or disposed as waste.
- C. **Limitations.** Any asset which, at the time of purchase, cost the City the amount of \$2,500 or more, must be declared surplus by the Board of Aldermen prior to disposal.
- D. **Prohibitions.** Under no circumstances will any employee, or family-member of an employee, have access to or ownership of any asset that is being disposed of in accordance with this policy unless such asset is being offered for sale to the general public and the process for such sale is open to any individual intending to proffer a bid on such asset.
- E. **Documents.** All documents will be disposed of in accordance with State policies governing the same. Any document which has, or appears to have, historical value will be separated for further examination.
- F. **Computing Technology.** Regardless of how computing equipment is disposed of, all data residing on any computer or other electronic storage device will be removed from the equipment prior to disposal.
- G. **Other Fixed Assets.** Prior to disposing of City assets, each Department Head will determine whether such asset is part of the City's ongoing fixed asset inventory. If so, a complete description of the asset being disposed of will be sent to the City's Finance/Human Resources Manager or his/her designee.



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

**CITY OF PARKVILLE, MO.
RESOLUTION No. _____**

**A RESOLUTION AMENDING THE PURCHASING POLICY FOR THE CITY OF
PARKVILLE, MISSOURI**

WHEREAS, the City of Parkville Purchasing Policy was adopted by the Board of Aldermen by Resolution No. 10-02-14 on October 20, 2014; and

WHEREAS, City of Parkville policies are reviewed from time to time and amended as necessary by resolution; and

WHEREAS; the City Administrator determined that the Purchasing Policy needed to be revised to reflect current and desired policies and to respond to input received from prospective vendors and contractors; and

WHEREAS, said revised policy was considered and recommended for Board of Aldermen approval by the City of Parkville Audit/Finance Committee on July 25, 2016.

NOW, THEREFORE, BE IT RESOLVED that the Board of Aldermen hereby amends the City of Parkville Purchasing Policy (Resolution No. 10-02-14) as attached hereto to this original Resolution and incorporated herein by reference; and

IN TESTIMONY WHEREOF, I have hereunto set my hand, in the City of Parkville this 2nd day of August 2016.

Mayor Nanette K. Johnston

ATTESTED:

City Clerk Melissa McChesney

CITY OF PARKVILLE Policy Report

Date: July 19, 2016

Prepared By:
Tim Blakeslee
Assistant to the City Administrator

Reviewed By:
Lauren Palmer
City Administrator

ISSUE:

Approve the park signage project and associated agreements:

- Purchase from Fossil Graphics for two cantilevered sign pedestals and one sign board in the amount of \$1,994.
- Purchase order with Acme Sign for thirteen 5K/10K directional markers in the amount of \$5,200.
- Professional services agreement with Vireo for park map graphic design services in the amount of \$3,500.

BACKGROUND:

In 2015, the Parkville 5K/10K race route through English Landing Park and Platte Landing Park was officially certified by USA Track and Field. The race course has minimal turns, minimal elevation gain, and is designed so 5K and 10K runners can start simultaneously. Signage is desired in order to properly mark the route for those racing or those practicing for the race.

In 2009, the voters of Platte County approved a 10-year half-cent sales tax for parks, recreation, and stormwater control. A portion of the sales tax proceeds are allocated for the Outreach Grant Program to promote the development of local parks, recreation facilities, and programs. Approximately \$250,000 is available each year through this program.

On January 19, 2016, the Board of Aldermen issued a resolution of support endorsing an application for the Platte County Parks and Recreation Outreach Grant Program for a Parks Storage Facility, Trail Enhancements, and a Dog Park Trail based on input from the Community Land and Recreation Board (CLARB). On February 25, 2016, the Trail Enhancements and Dog Park Trail were approved for grant funding by Platte County.

The awarded grant for trail enhancements included \$4,405 to be used to mark the new certified 5K/10K race course in English Landing Park and Platte Landing Park. In addition, the 2016 Capital Improvements Program (CIP) also budgeted \$10,000 in the General Fund for 5K/10K markers and parks signage. On April 13, 2016, staff showed initial concepts of cantilevered pedestal maps and 5K/10K course markers to CLARB for feedback. Based on this feedback, staff developed an all-encompassing proposal of 5K/10K and park signage for review by CLARB on July 13, 2016.

Part 1: Park Amenity Maps

Part 1 of the park signage project is new park maps in various locations throughout the park. The maps will display park amenities and the 5K/10K course. Staff selected three locations as the preferred sites for the new park signage which are labeled as A, B, and C in Attachment 1. Location A will have a cantilevered pedestal with an embedded High Pressure Laminate (HPL) map located near the start/finish line of the 5K/10K course. Location B will also have a cantilevered pedestal with embedded HPL map located near the Platte Landing Park Dog Park. Location C will have a standalone HPL map (no cantilevered pedestal) that would replace the

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For 07-25-16

Board of Aldermen - Finance Committee Meeting

current map on the English Landing Park bulletin board at the parking lot along White Alloe Creek.

Staff received quotes from the following vendors for proposals on the signage:

Company:	Location and Cost:	Notes:
Fossil Graphics	A/B: \$1,559 C: \$435	Preferred vendor
Pannier	A/B: \$1,558 C: N/A	
Acme Sign	A/B: \$5,510 C: N/A	
Image 360	A/B: \$4,438 C: N/A	

The Fossil Graphics and Pannier proposals are very similar. Both companies offer comparable products, with comparable warranties, at a comparable price. Staff reached out to Vireo, the City's Parks Master Plan consultant, for an outside opinion to help decide which product is superior. Vireo has worked with both Fossil Graphics and Pannier and believes that Fossil Graphics makes a slightly better product and provides superior customer service. The HPL graphics from Fossil are impervious to moisture, and are extremely resistant to UV rays, scratching, impact, cigarette burns and graffiti and include a 10-year warranty. Staff recommends moving forward with the proposal from Fossil Graphics. The quote from Fossil Graphics can be found in Attachment 2.

Part 2: 5K/10K Markers

Part 2 of the park signage project is for thirteen trail markers in various locations along the 5K/10K course. Each marker is a five foot tall square tube post made of brushed aluminum. Attached to each post are blue and/or green signs that color coordinates the 5K and 10K courses for race runners. Each marker will have arrows which point in the needed direction along with a distance waypoint. A sample design of the markers can be found in Attachment 3.

Staff selected the marker locations in order to properly indicate all course turns and provide helpful distance waypoints along the route. The locations of the 5K/10K trail markers can be found in Attachment 4. Thirteen markers are the minimum needed to properly mark all turns and long straightaways. Additional markers or other directional supplements could be added at a future date if it becomes necessary.

At the CLARB meeting in April, a request was made to have distance listed in kilometers instead of miles. However, during a review of the markers, Parkville course architect, and avid runner, Jeramey Jordan stated that it's normal for American courses to have miles listed instead of kilometers. At the meeting on July 13, 2016 CLARB directed City Staff to use english units instead of metric units for the distance waypoints on the markers.

Staff received quotes from the following vendors for proposals on the markers:

Company:	Cost:	Notes:
Fast Sign	\$4,875 (\$375 per sign)	Unable to match design specifications. Does not reflect the design preferred by CLARB
Acme Sign	\$5,200 (\$400 per sign)	Preferred vendor
Image 360	\$7,524 (\$578 per sign)	

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Staff recommends moving forward with the proposal from Acme Sign. Acme sign provided the lowest price that was able to match the specifications and design preferred by Staff. The draft purchase order and quote from Acme Sign can be found in Attachment 5.

Park 3: Park Map Design

Part 3 of the park signage project is for graphic design services to create a new park map that will be displayed on the amenity maps described in Part 1. The newly designed map will also be able to be displayed on the Parkville website and could be left as fliers at the park entrance bulletin board or at Parkville City Hall. Staff does not have the in-house capability to create a high quality park map, and as a result, staff reached out to local graphic design consultants to create a park map with the following scope:

- Color rendered park map showing and labeling existing park amenities & features.
- The map will also include lines, arrows, and circles to illustrate the 5K/10K run route as well as distance markers.
- A total of two revisions are included to address comments from both staff and Board.
- A total of two meetings are included to discuss review comments.

Staff reached out to the following vendors for proposals on this signage:

Company:	Cost:	Notes:
Vireo	\$3,500	Preferred vendor
PLAID	\$3,800 (reimbursable expenses invoiced at cost. Estimated at \$400)	
40 North Design	Cannot provide quote within budget	

Vireo and PLAID provided excellent proposals with previous examples and references of park mapping for the project. Vireo had the lowest proposal cost and has familiarity with the Parkville parks system as a result of working on the Parks Master Plan Update project. Examples of previous park mapping work from Vireo can be found in Attachment 6. Staff recommends a professional services agreement with Vireo for the park map design portion of the project. The draft professional services agreement with Vireo can be found in Attachment 7.

BUDGET IMPACT:

The 2016 General Fund Capital Improvements Program (CIP) budgeted \$10,000 for 5K/10K markers and parks signage. The awarded Platte County Outreach grant for trail enhancements included \$4,405 to be used to mark the new certified 5K/10K race course in English Landing Park and Platte Landing Park. The total cost of the three-part project totals \$10,694. This falls within \$14,405 amount allocated for the project.

ALTERNATIVES:

1. Approve the park signage project and associated agreements in an amount totaling \$10,694.
 - a. Purchase from Fossil Graphics for two cantilevered sign pedestals and one sign board in the amount of \$1,994.
 - b. Purchase order with Acme Sign for thirteen directional 5K/10K directional markers in the amount of \$5,200.
 - c. Professional services agreement with Vireo for park map graphic design services in the amount of \$3,500.
2. Approve a portion/s of the park signage project and provide alternative direction to staff on recommended changes.

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Board of Aldermen - Finance Committee Meeting

3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends that the Finance Committee recommend that the Board of Aldermen approve the park signage project and associated agreements as described from Fossil Graphics, and Acme Sign, and Vireo in an amount totaling \$10,694.

COMMUNITY LAND AND RECREATION BOARD (CLARB) RECOMMENDATION

At the meeting on July 13, 2016 the Community Land and Recreation Board, on a vote of 6-0, recommended that Finance Committee recommend that Board of Aldermen approve the park signage project and associated agreements as described from Fossil Graphics, and Acme Sign, and Vireo as described in an amount totaling \$10,694.

POLICY:

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

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve the park signage project and associated agreements as described from Fossil Graphics, and Acme Sign and Vireo as described in an amount totaling \$10,694.

ATTACHMENT:

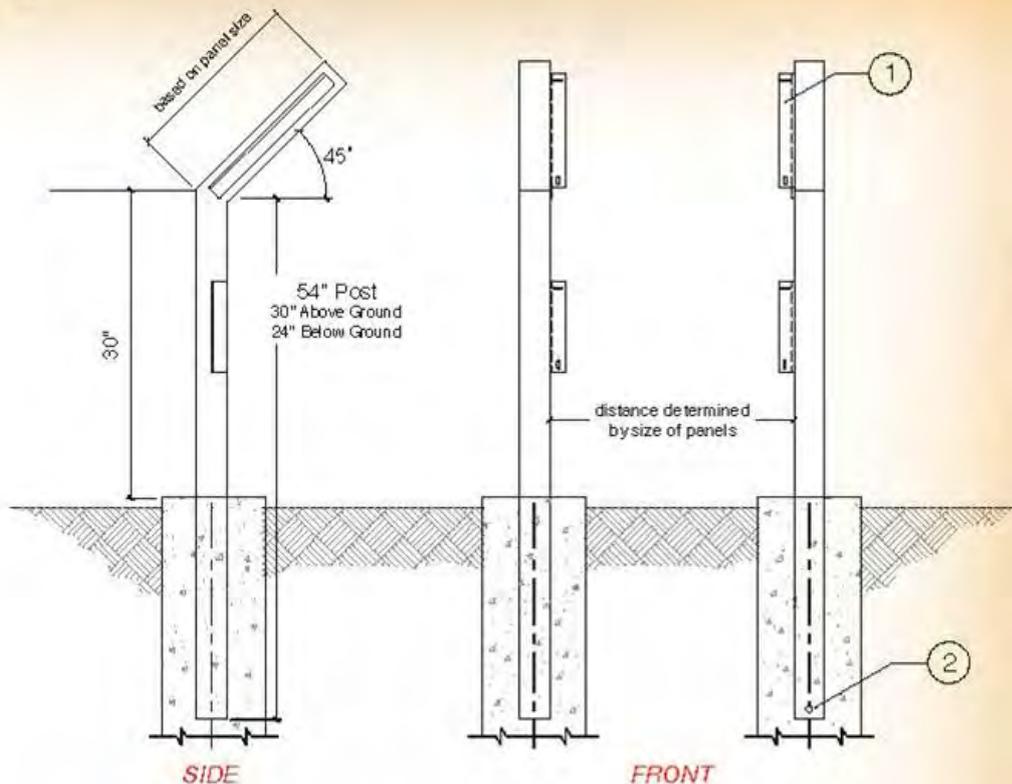
1. Park Map Station Locations
2. Purchase Order and Quote from Fossil Graphic
3. 5K/10K Marker Design
4. 5K/10K Marker Locations
5. Purchase Order and Quote from Acme Sign
6. Park Map Design Examples
7. Professional Services Agreement with Vireo



Attachment 1: Map Locations



CDG224



CANTILEVER IN-GROUND SUPPORTS

Part #: CDG224 and CDDG224

** Custom sizes available upon request



FOSSIL INDUSTRIES, INC.
 44 Jefryn Boulevard
 Deer Park, NY 11729
 800-244-9809 631-254-9200
 Fax: 631-254-4172
 www.FossilGraphics.com

QUOTE F72306

DATE: 5-24-16

PAGE: 1

To: Tim Blakeslee
 Parkville City
 8880 Clark Avenue
 Kansas City, MO 64152

Account Executive: Rhiannon de Cesare
ID #: 95374

Phone#: 816-741-7676 Fax#:

Tag Name: Park Sign

Part Number	Qty	Description	Each	Ext
E12-06-T4	2	1/2" Exterior CHPL Graphic. Panel Size: 36"w x 24"h 4 Threaded Inserts w/ Tamper Resistant Bolts.	253.00	506.00
CDG224	2	Double Cantilever Pedestal (45 Degree). - Graphic Height: 24". Black Powder Coated Aluminum. - In-Ground Mount. (Surface Mount available).	420.00	840.00
99810	1	Color Sample - 8" x 10" x 1/16" CHPL. - Used in production for color matching and resolution. - Includes shipping.	40.00	40.00

All Fossil panels feature our exclusive 12-Color HD Printing. **Subtotal:** \$1,386.00

Digital files must conform to Fossil File Prep Guidelines (FossilGraphics.com)
 Electronic layout proofs provided at no charge. **Subtotal:** 1,386.00

Features are indicated in part numbers:
 P - Custom Shape; T - Threaded Inserts; D - Double Sided; H - Holes;
 MURAL - Indicates panels built to go directly beside another panel. **Shipping:**
0 %Tax: 0.00
TOTAL: \$1,386.00

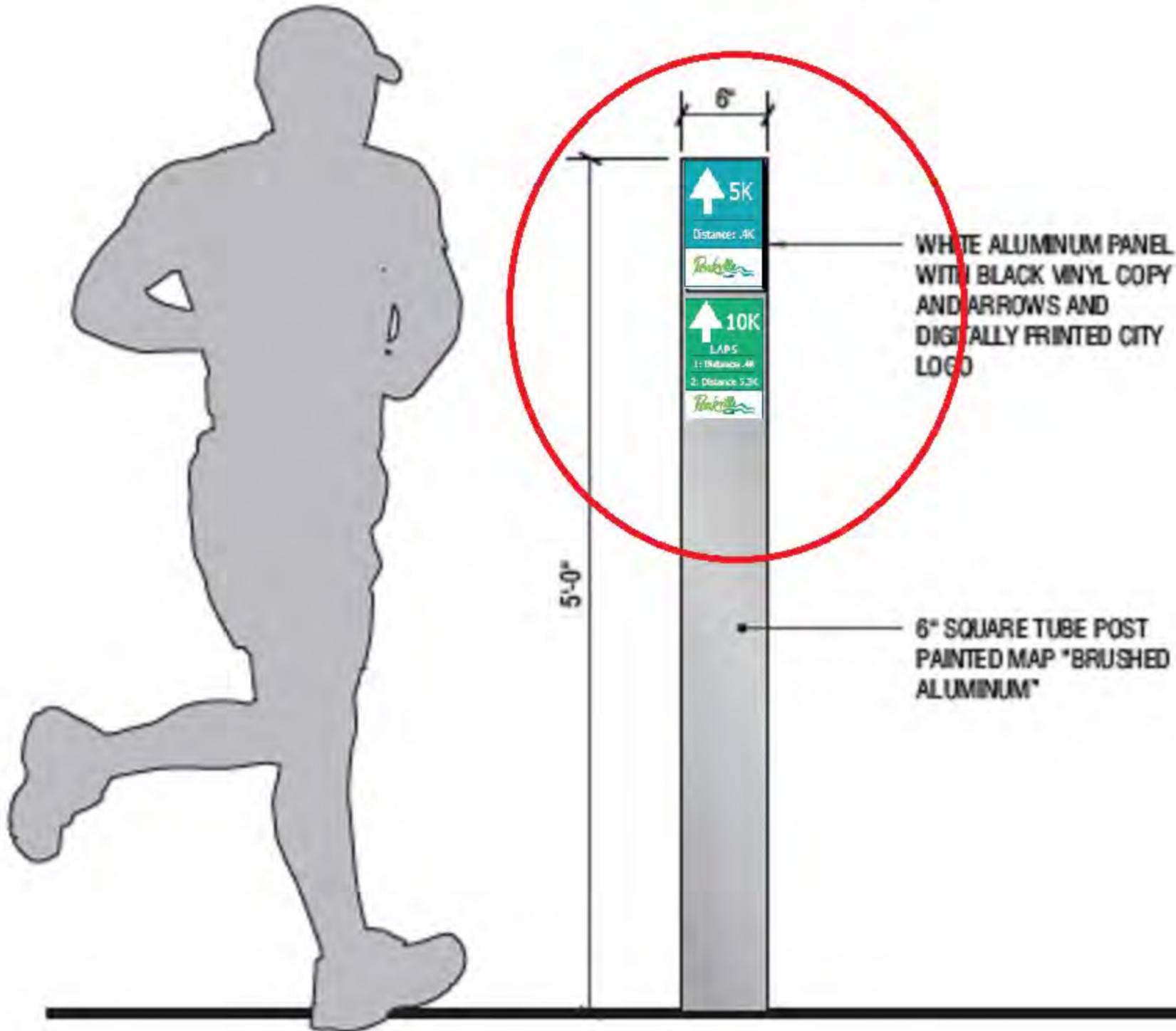
Shipping and handling will be added to your final invoice. **Deposit Due:** 832.00

Quote valid 90 days. Order produced under our standard Terms and Conditions of Sale (FossilGraphics.com/terms). For installation info or to determine best thickness of CHPL to meet your requirements (FossilGraphics.com/guide).

TERMS: 60% Deposit / Balance Net 10 After Delivery

Please sign to authorize production: _____ **Print:** _____

OPTION 1



S/F NON-ILLUMINATED MILE MARKERS

SCALE: 3/4" = 1'-0"

CLIENT APPROVAL: _____

Client approval insures that spelling, colors & specifications for signage & design meets their satisfaction.

This original design and all information on Inc. and its use in any way other than as is subject to return on demand.



Distance: .07M



Distance: .2M



Distance: .25M



Distance: .45M



Distance: .75M



Distance: 1.25M



Distance: 1.7M



Distance: 2.2M



Distance: 2.4M



Distance: 2.45M



Distance: 2.7M



Distance: 2.75M



Distance: 3.03M



Distance: .07M



LAPS

1: Distance .2M
2: Distance 3.13M



LAPS

1: Distance .25M
2: Distance 3.18M



10K 

LAPS

1: Distance .45M

2: Distance 3.38M

Parkville
Missouri

 10K

LAPS

1: Distance .75M

2: Distance 3.68M

Parkville
Missouri

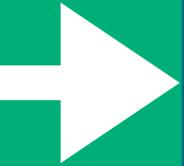
 10K

LAPS

1: Distance 1.25M

2: Distance 4.18M

Parkville
Missouri

10K 

LAPS

1: Distance 1.7M

2: Distance 4.63M

Parkville
Missouri

10K

LAP 1 

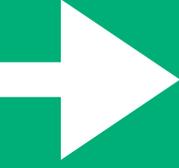
 LAP 2

Parkville
Missouri

 10K

Distance: 2.4M

Parkville
Missouri

10K 

LAPS

1: Distance 2.45M

2: Distance 5.55M

Parkville
Missouri

 10K

LAPS

1: Distance 2.7M

2: Distance 5.8M

Parkville
Missouri

 10K

LAPS

1: Distance 2.75M

2: Distance 5.85M

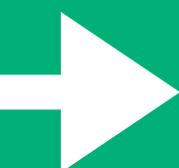
Parkville
Missouri

10K

LAP 1 

 LAP 2

Parkville
Missouri

10K 

Distance: 5.2M

Parkville
Missouri

10K 

Distance: 5.4M

Parkville
Missouri

 10K

Distance: 5.5M

Parkville
Missouri

5K

10K

FINISH

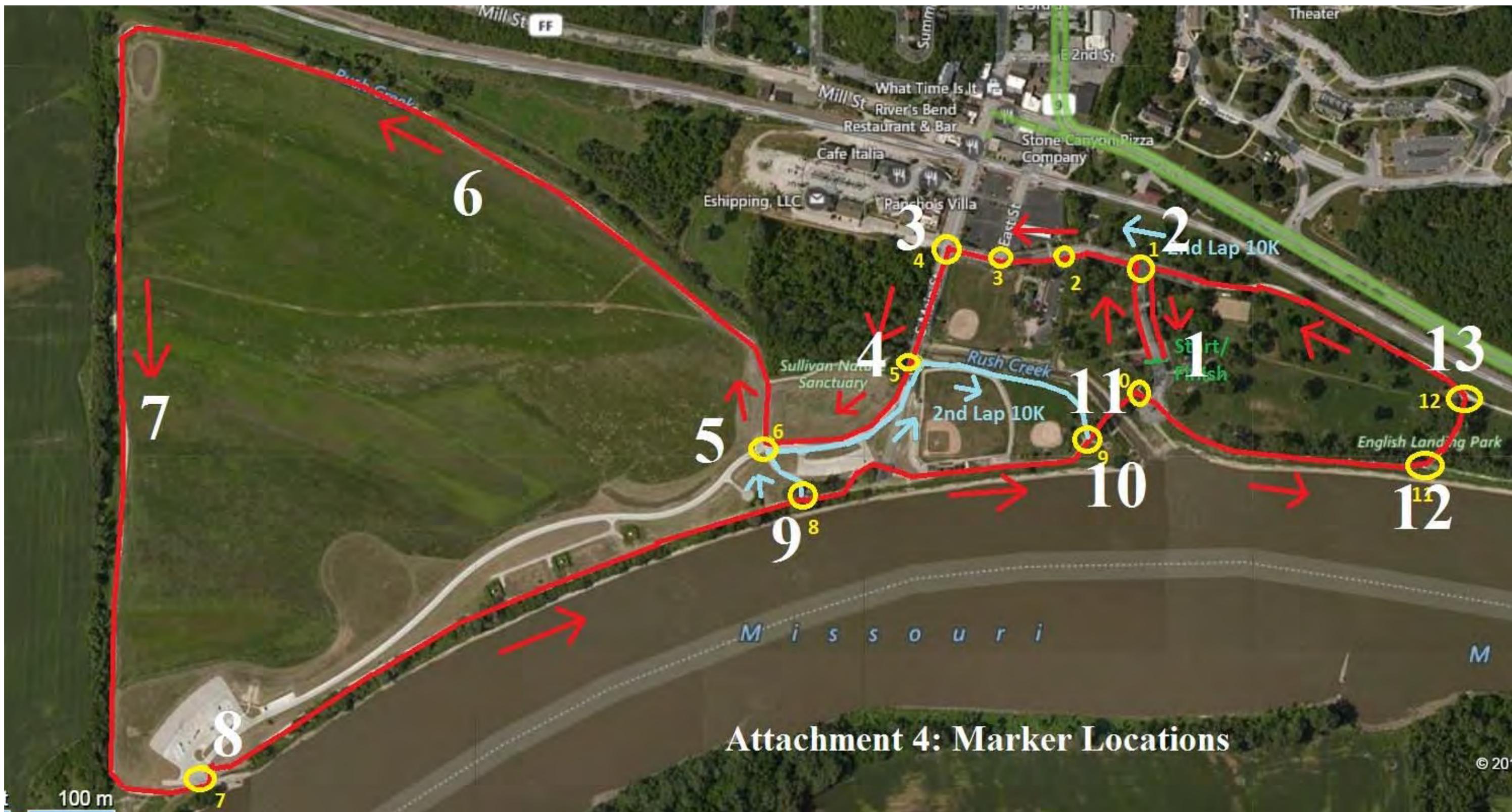
Parkville
Missouri

5K

10K

START

Parkville
Missouri



PURCHASE ORDER
(non-construction)

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

Date: July 11, 2016

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

VENDOR Acme Sign

1313 Vernon Street

North Kansas City, MO 64116

Phone: (816) 842-8980

Fax: (816) 842-5308

SHIP TO: 9001 McAfee Parkville MO 64152

INVOICE TO: City of Parkville, Attn: Tim Blakeslee, 8880 Clark Avenue, Parkville, MO 64152

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

Vendor agrees to furnish following goods in accordance with the terms and provisions of this Purchase Order Agreement consisting of 6 pages including attachments. Purchaser agrees to pay the total sum of five thousand two hundred dollars (\$5,200) for such materials, subject to any additions or deductions agreed upon in writing. **Freight charges are included in purchase price and sales taxes will not be charged to the Purchaser as a tax exempt entity. Purchaser will provide Vendor with a Tax Exemption Certificate upon request.** Payment is to be made within thirty days after delivery of goods and receipt of invoice. This purchase order is only valid through 30 days.

ITEMS:

- Fabricate and deliver QTY – 13- Mile Markers
- 5' tall 6" square Posts painted Brushed Aluminum
- White Aluminum Panel attached to post with vinyl copy applied with mileage information – each post will have 2 panels for the 5K and 10K info
- 5 posts will have panels on two sides

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

SCHEDULE OF DELIVERY:

F.O.B. 9001 McAfee Parkville MO 64152

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

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

CITY OF PARKVILLE, MISSOURI. ("Purchaser")

("Vendor")

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



1313 Vernon Street
North Kansas City, MO 64116

Phone (816) 842-8980

Fax (816) 842-5308

**City of Parkville, MO
Parks and Recreation 5K-10K signage Mile Markers
Attn: Tim Blakeslee**

Signage- Option 1

- Fabricate and deliver QTY – 13- Mile Markers
- 5' tall 6" square Posts painted Brushed Aluminum
- White Aluminum Panel attached to post with vinyl copy applied with mileage information – each post will have 2 panels for the 5K and 10K info
 - Total: \$400.00 each x 13 = \$5,200.00 plus taxes if applicable

Please call me with any questions. I really appreciate you allowing me to bid on your signage. If you need anything else, please let us know.

We do require a 50% deposit on all orders.

Thanks again for the opportunity.

Vanessa Harbrucker
ACME Sign Inc
816-694-3128- cell



hummingbird garden

upland forest

wildflower meadow

Wild Side Walk

lowland forest

prairie

wetland

pond

glade

butterfly garden

bird garden

pavilion

Anita B. Gorman
Conservation
Discovery Center

native showcase

bioswale

GARDEN ENTRANCE

GARDEN ENTRANCE

RG

BB

CB

RG

OB

DC

RG

prairie

RG

CT

DB

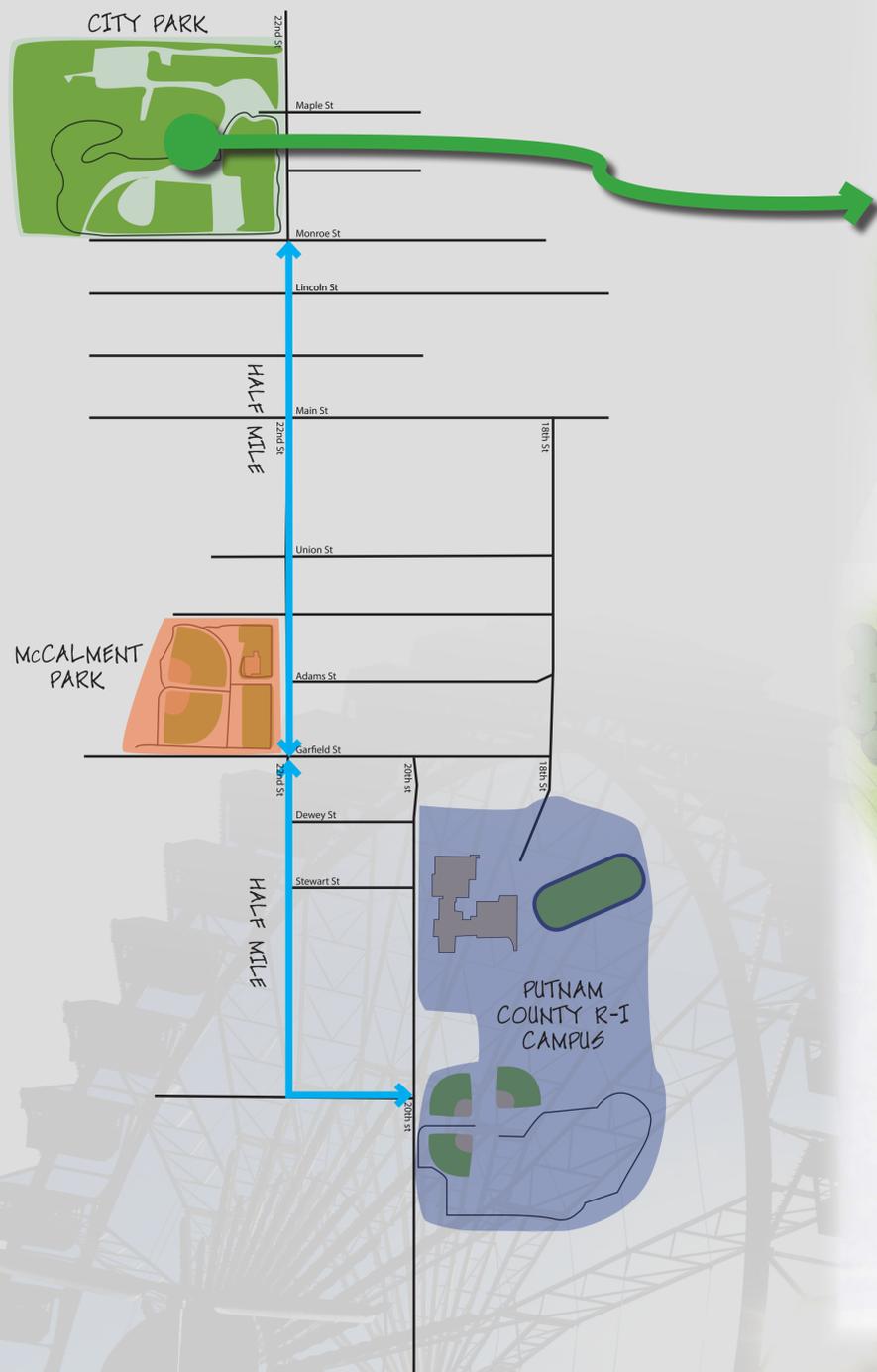
WS

Legend

- BB Bat Box
- CB Compost Bins
- CT Chimney Swift Tower
- DB Duck Nest Box
- DC Dugout Canoe
- OB Owl Box
- RG Rain Garden
- WS Weather Station



LEWIS & CLARK
crosses the Western
North America
From the
MISSISSIPPI TO THE PACIFIC OCEAN;
By Order of the Executive
of the
UNITED STATES
in 1804, 5 & 6.
Copied by Samuel Lewis from the
Original Drawing of W.S. Clark.



City Park

Unionville City Park found its roots in 1938 when ten acres of Monroe Orchard were acquired by the City. Since then, City Park has grown into a vibrant, 30+/- acre parcel which hosts a full calendar of activities including Putnam County's annual fair.



LEGEND	
	0.34 MILE TRAIL
	0.08 MILE TRAIL
	FUTURE PARK AMENITIES



GRAPHIC DESIGN PROFESSIONAL SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this 25th day of July, 2016 by and between the CITY OF PARKVILLE, MISSOURI ("City") and Vireo ("Service Provider").

WHEREAS, the City requires a park map graphic design ("Project"); and

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

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

I. SCOPE OF SERVICES

- A. The term "Services" when used in this Agreement shall mean any and all park map graphic design services provided by the Service Provider in accordance with this Agreement.
- B. The City agrees to retain Service Provider and Service Provider agrees to perform and complete the Services described in the Exhibit A – Scope of Services and Fees, attached hereto and incorporated by reference.
- C. The City reserves the right to direct revision of the Services at the City's discretion. Service Provider shall advise the City of additional costs and time delays, if any, in performing the revision, before Service Provider performs the revised services.
- D. Service Provider shall provide Additional Services under this Agreement only upon written request of the City and only to the extent defined and required by the City. Any additional services or materials provided by the Service Provider without the City's prior written consent shall be at the Service Provider's own risk, cost, and expense, and Service Provider shall not make a claim for compensation from the City for such work.

II. STANDARD OF CARE

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

III. COMPENSATION

- A. As consideration for providing the Services, the City shall pay Service Provider as follows:
 - a. Services will be billed in a lump sum amount upon completion of specified tasks outlined in Exhibit A.
 - b. Service Provider is not eligible for reimbursement for miscellaneous expenses including travel, transportation, postage, etc. except as provided in Exhibit A.
- B. Service Provider shall submit an itemized invoice to the City on the first day of each month that details the Services that were provided in the month immediately prior, as well as any other charges or reimbursements to which the Service Provider is entitled by this Agreement. The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Service Provider of the nature of the dispute regarding the balance.

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

IV. SCHEDULE

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

V. LIABILITY AND INDEMNIFICATION

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

VI. INSURANCE

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

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

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

VIII. OWNERSHIP OF WORK PRODUCT

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

IX. RELATIONSHIP OF THE PARTIES

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

X. NOTICES

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

City of Parkville
Attn: City Administrator
8880 Clark Ave.
Parkville, MO 64152
lpalmer@parkvillemo.gov

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

Vireo
Attn: Larry Reynolds
929 Walnut Suite 700
Kansas City, MO 64106
larry@bevireo.com

XI. TERM AND TERMINATION

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

XII. RESOLUTION OF DISPUTES

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

XIII. MISCELLANEOUS PROVISIONS

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

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

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

CITY OF PARKVILLE, MISSOURI

By: _____

Nanette K. Johnston, Mayor

ATTEST:

Melissa McChesney, City Clerk

VIREO

By: 

Lisa Briscoe
Owner

EXHIBIT A:

Scope of Work:

1. Park Map Rendering with 5K/10K Run Route:
 - a) Service Provider will provide one (1) color rendered park map showing and labeling existing park amenities & features. The map will include lines, arrows, and circles to illustrate the 5K/10K run route as well as distance markers.
 - b) A total of two (2) revisions are included to address comments from both Staff and Board.
 - c) A total of two (2) meetings are included to discuss review comments.
 - d) Any major revisions after reaching an approved map direction will be considered additional services. Should such an event occur Service Provider will notify the City that additional services are about to be entered and will ask for City approval to do so. Service Provider's fee schedule for additional services is listed in section 4.
 - e) The City will handle coordination with the manufacturer of the sign or its support structure in regards to mounting options and details, product style selection, ordering, and installation.
 - f) The City will handle any coordination with installers with regard to sign placement location(s) within the site area.
2. Service provider will complete the Park Map Rendering with 5K/10K Run Route by a mutually agreed upon date between the City and Service provider, but no later than 60 days after execution of this Agreement.
3. Service provider will be compensated in a lump sum amount of \$3,500 for completion of the Park Map Rendering with 5K/10K Run Route.
4. Additional services are determined at time of issuing for bid, for an agreed upon not-to-exceed amount, based upon the following standard hourly rates.
 - a) Owner / Principal \$150/hr.
 - b) Principal \$125/hr.
 - c) Associate IV \$115/hr.
 - d) Associate III \$ 90/hr.
 - e) Associate II \$ 80/hr.
 - f) Associate I \$ 70/hr.
 - g) Tech I \$ 55/hr.

EXHIBIT B

INSURANCE REQUIREMENTS

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

CITY OF PARKVILLE Policy Report

Date: Tuesday, June 19, 2016

Prepared By:

Matthew Chapman
Finance/Human Resources Director

Reviewed By:

Lauren Palmer
City Administrator

ISSUE:

Approve a professional services agreement with Bukaty Companies for employee benefit consulting services.

BACKGROUND:

CBIZ Benefits & Insurance Services, Inc. (CBIZ) currently provides employee benefit consulting services to the City of Parkville for the health, dental and life insurance products offered to eligible City employees. Staff has been dissatisfied with the level of service as well as the escalating charges for ancillary services provided by CBIZ. The broker (CBIZ) acts as an intermediary between the City and the various benefit providers and is responsible for negotiating insurance rates paid by the City and its employees. The broker's fees are paid by the benefit vendors, so there is no direct cost to the City. The City does pay CBIZ for its administration of the Flexible Spending and COBRA Accounts. Staff believes a new broker will result in improved customer service and that a new firm would be motivated to negotiate the best possible insurance rates for the City.

On June 13, 2016, the Finance Committee approved a professional services agreement with Bob Charlesworth of Charlesworth Benefits, L.C. to conduct a Benefit Broker Request for Information (RFI) process. Five firms responded to the RFI. Based on qualifications, references and materials provided, Bukaty Companies, Holmes Murphy and Midwest Public Risk were chosen as the three finalists. On July 12, 2016, all finalists were interviewed by a committee consisting of Bob Charlesworth, Alderman Dave Rittman, City Administrator Lauren Palmer and Finance/Human Resources Director Matthew Chapman. Bukaty Companies was identified as the preferred firm to provide employee benefit consulting services for the city. Bukaty Companies offered the most complete package of services including an online enrollment portal at no charge. Bukaty specializes in working with smaller entities and is best equipped to provide the expected level of customer service.

The committee was impressed with the range of services offered by Midwest Public Risk (MPR). MPR is not a broker but rather a risk management pool that provides a variety of coverage lines. The city is a member of MPR for property, liability and workers compensation coverage and is interested in possibly adding employee benefits coverage. The committee determined that it would be best to engage a broker for this year to evaluate MPR along with other options in the market. If MPR is selected as the best option for coverage this year, the city can re-evaluate its broker relationship in the future.

BUDGET IMPACT:

Bukaty Companies has agreed not to exceed the current cost of administration for the Flexible Spending and COBRA account programs, so there will be no budget impact for this agreement.

ALTERNATIVES:

1. Approve a professional services agreement with Bukaty Companies for employee benefit consulting services for a brokerage selection process.
-

ITEM 4C

For 07-25-16

Board of Aldermen – Finance Committee Meeting

2. Do not approve the agreement and provide further direction.
3. Postpone the item.

STAFF RECOMMENDATION:

In the interest of time, staff recommends that the Finance Committee approve the recommendation of the selection committee to engage Bukaty Companies for employee benefit consulting services. A draft agreement is included in the packet, but staff requests time for further legal and consultant review before finalizing the agreement for presentation to the Board of Aldermen on August 2, 2016.

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 recommend that the Board of Aldermen engage Bukaty Companies for employee benefits consulting services.

ATTACHMENT:

1. Draft Proposed Employee Benefit Consulting Services Agreement
-

EMPLOYEE BENEFIT CONSULTING PROFESSIONAL SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this 2nd day of August 2016, by and between the CITY OF PARKVILLE, MISSOURI ("City") and BUKATY COMPANIES ("Service Provider").

WHEREAS, the City requires a broker for employee benefit consulting services ("Project"); and

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

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

I. SCOPE OF SERVICES

- A. The term "Services" when used in this Agreement shall mean any and all employee benefit consulting services provided by the Service Provider in accordance with this Agreement.
- B. The City agrees to retain Service Provider and Service Provider agrees to perform and complete the Services described in the Exhibit A – Scope of Services and Fees, attached hereto and incorporated by reference.
- C. The City reserves the right to direct revision of the Services at the City's discretion. Service Provider shall advise the City of additional costs and time delays, if any, in performing the revision, before Service Provider performs the revised services.
- D. Service Provider shall provide Additional Services under this Agreement only upon written request of the City and only to the extent defined and required by the City. Any additional services or materials provided by the Service Provider without the City's prior written consent shall be at the Service Provider's own risk, cost, and expense, and Service Provider shall not make a claim for compensation from the City for such work.

II. STANDARD OF CARE

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

III. COMPENSATION

- A. As consideration for providing the Services, the City shall pay Service Provider as follows:
 - a. Services will be billed in incremental amounts upon completion of specified tasks outlined in Exhibit A.
 - b. Service Provider is not eligible for reimbursement for miscellaneous expenses including travel, transportation, postage, etc. except as provided in Exhibit A.
- B. Service Provider shall submit an itemized invoice to the City on the first day of each month that details the Services that were provided in the month immediately prior, as well as any other charges or reimbursements to which the Service Provider is entitled by this Agreement. The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Service Provider of the nature of the dispute regarding the balance.

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

IV. SCHEDULE

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

V. LIABILITY AND INDEMNIFICATION

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

VI. INSURANCE

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

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

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

VIII. OWNERSHIP OF WORK PRODUCT

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

IX. RELATIONSHIP OF THE PARTIES

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

X. NOTICES

- A. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section:
- B. Notices sent by Service Provider shall be sent to:
 - City of Parkville
 - Attn: Finance/Human Resources Director
 - 8880 Clark Ave.
 - Parkville, MO 64152
 - mchapman@parkvillemo.gov
- A. Notices sent by the City shall be sent to:
 - Bukaty Companies
 - Attn: Scott Hefner
 - 11221 Roe Ave., Ste. 200
 - Leawood, KS 66211
 - shefner@bukaty.com

XI. TERM AND TERMINATION

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

XII. RESOLUTION OF DISPUTES

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

XIII. MISCELLANEOUS PROVISIONS

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

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

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

CITY OF PARKVILLE, MISSOURI

By: _____

Nanette K. Johnston, Mayor

ATTEST:

Melissa McChesney, City Clerk

BUKATY COMPANIES

By: _____

Scott Hefner, Principal

DRAFT

EXHIBIT A

Employee Benefit Consulting Services to include administration of group medical, life, dental, vision and long term disability as well as all ancillary lines of service. In addition the provider will be responsible for the administration of the City's Flexible Spending and COBRA accounts. The provider will consult and assist with administration of the City's wellness program and will serve in an HR consulting role. The provider will be responsible for the marketing of all above referenced coverages to obtain the most appropriate coverages that are approved by the city administration and governing body. The provider will also be responsible for the daily service of the above referenced coverages.

DRAFT

EXHIBIT B

INSURANCE REQUIREMENTS

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

CITY OF PARKVILLE Policy Report

Date: July 18, 2016

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Lauren Palmer
City Administrator

ISSUE:

Authorize staff to obtain three quotes for each of the trades required for the English Landing Park Restroom Rehabilitation Project.

BACKGROUND:

In March 2015, the City received an Outreach Grant from Platte County Parks and Recreation for the improvements to the English Landing Park restrooms. In July 2015, the Board of Aldermen approved a professional services contract with Williams, Spurgeon, Kuhl & Freshnock (WSKF) for the architectural services of the English Landing Park Restroom and Parks Storage Building. The architect's estimate to construct the new restroom was \$197,871. In February 2016, bids were received from seven contractors; the lowest total bid including alternates was \$306,560, which was 35% over the architect's estimate. Because the bids exceeded the budget by such a large amount, the Board of Aldermen directed staff to reject all bids and form a small committee to discuss the next steps related to the restroom project.

The small committee was comprised of Mayor Nan Johnston, two aldermen (Diane Driver and Marc Sportsman), two Community Land & Recreation Board (CLARB) representatives (Adam Zink and Phil Wassmer), contract City Engineer Jay Norco, Public Works Director Alysen Abel, Director of Operations Alan Schank, Park Superintendent Tom Barnard and John Freshnock, WSKF. The committee decided that the best option was to rehabilitate the existing restroom facility rather than attempt a complete reconstruction. In order to keep the County's Outreach Grant, the restroom needs to be fully rehabilitated. Staff had preliminary discussions with the County staff associated with the rehabilitation plan. County staff supports the rehabilitation plan, assuming that the restroom meets the Americans with Disabilities Act (ADA) requirement, including restrooms and sidewalks, and provides a full remodel of the interior features. The proposed restroom plan was provided to County staff for their review.

The rehabilitation of the restroom hinges on a three-tiered plan: Tier 1 includes basic restroom maintenance and sidewalk improvements; Tier 2 includes all of Tier 1 as well as improvements to the roof; and Tier 3 includes all of Tier 2 and exterior façade improvements. After consideration of the remaining budget for this project, discussion within the Public Works staff and input from WSKF architects, staff recommended moving forward with the Tier 1 improvements. Tier 2 and Tier 3 improvements may be completed at a future date when sufficient funding allows. Realistically, only the Tier 1 improvements could be completed by the November 1, 2016, deadline for the grant.

At the June 21, 2016, the Board of Aldermen authorized staff to release the bid request for the English Landing Restroom Rehabilitation Project. Staff prepared the bid documents that include a comprehensive bid form (Attachment 1), listing each feature individually. The bid form is also split up into four sections to allow contractors to bid on one or more sections based on their construction trade skills. The City intended to act as the general contractor and to secure individual subcontractors to help reduce costs.

ITEM 4D

For 07-25-16

Board of Aldermen - Finance Committee Meeting

The bid request was posted on the City's website, as well as posted through KC Blueprint. There were 13 planholders listed on the list provided by KC Blueprint. On July 14, 2016, the City received three bid responses. Only one bid was responsive for the electrical portion of the improvements. One bid was for cleaning services for the restroom and was not a qualified bid. The remaining bidder was a general contractor who bid on the entire project, which was not compliant with the bid request and includes markup for profit and overhead for the general contracting services. It would be unfair to accept that bid since other general contractors chose not to bid the project since the City was intentionally the general contractor.

Staff recommends accepting the responsive bid for the electrical work. The low bidder for the electrical work is Merrill Industrial Electric, with a bid of \$1,954. Although the electrical contract would be within staff's authorization to approve, staff is looking for overall direction from the Finance Committee prior to proceeding.

In addition, staff requests authorization to obtain three quotes from each of the trades listed in the bid request. This will allow the project to move forward and have a chance of staying on the timeline of completion prior to November 1st to satisfy the County Outreach Grant. Bidding the project again will likely not produce a different outcome and will jeopardize the timing associated with this project.

The City's Purchasing Policy requires that the City obtain sealed bids for any Maintenance / Repair project over \$10,000. Each of the trades will most likely exceed that threshold. Staff requests that the Board of Aldermen authorize staff to obtain three quotes in lieu of the sealed bid process.

BUDGET IMPACT:

The 2016 Capital Improvement Program (CIP) includes \$210,000 for this project from three sources: \$40,000 (19%) – Outreach Grant; \$15,000 (7%) – Parks Donations Fund; and \$155,000 (74%) – Fewson Fund loan. The Tier 1 improvements for the restroom will cost around \$65,000, as estimated from WSKF and research performed by Public Works staff. Staff recommends utilizing the full amounts available of Outreach Grant and Parks Donations Fund.

Since the remaining balance of \$10,000 is relatively small, staff recommends paying the expense directly from the General Fund rather than issuing a short-term loan to be repaid with interest. Although this expense was not budgeted, based on mid-year spending, staff is confident there will be adequate capacity in the General Fund, including reserves if needed, to absorb this expense. The Fewson Fund assets could be reserved for a larger project for Tier 2 and 3 improvements at a later time.

ALTERNATIVES:

1. Authorize staff to execute the electrical construction agreement with Merrill Industrial Electric and obtain three quotes for each of the other trades listed in the bid request.
2. Authorize staff to re-bid the project encouraging general contractors to bid on all trades listed in the bid request.
3. Reject all bids for the English Landing Park Restroom Rehabilitation Project.
4. Provide alternative direction to staff.
5. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends that the Finance Committee authorize staff to execute an agreement with Merrill Industrial Electric to begin the work on the restroom facility. Staff also recommends that the Board authorize staff to obtain three quotes for the other trades listed in the bid form, which

ITEM 4D

For 07-25-16

Board of Aldermen - Finance Committee Meeting

include Plumbing, Carpentry, and Site Improvements. This will allow the project to move forward and be completed prior to the November 1st deadline for the County's Outreach Grant.

POLICY:

The original Capital Improvement Program (CIP) included construction of a new restroom in English Landing Park. Since the project has been redesigned to include rehabilitation in lieu of a new restroom facility, staff requests approval from the Board of Aldermen before proceeding.

SUGGESTED MOTION:

I move to authorize staff to execute the electrical construction agreement with Merrill Industrial Electric in the amount of \$1,954 and to recommend that the Board authorize staff to obtain three quotes from each of the other trades included in the bid request.

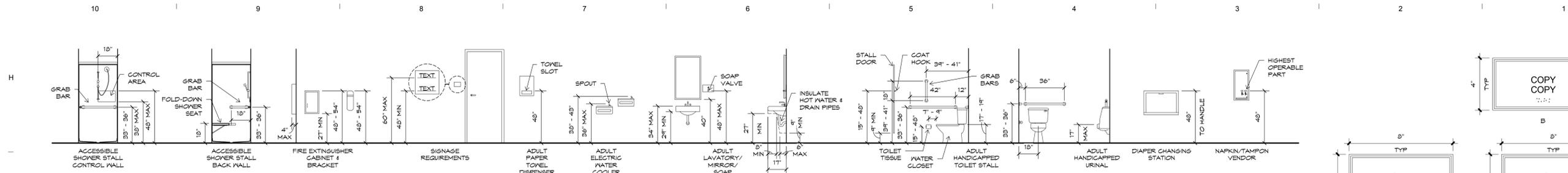
ATTACHMENTS:

1. Restroom Bid Form
2. Improvement Plan
3. Bid Tabulation

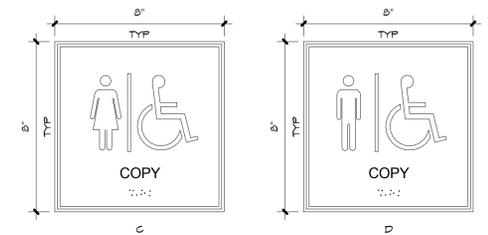
Contractor Needed	Suggested Change	Quantity	Material Unit Cost	Labor	Total
**Plumber	Move rough-in plumbing to provide ADA access	2			
	Install new toilet paper dispenser	3			
	Install ground mounted flush valve toilets	3			
	Install new urinals (one lower for ADA)	2			
	Install wall mounted ADA sinks w/ pipe wrap	2			
	Install boots on pipes under sink	2			
	Install sanitary napkin receptacles in stalls	2			
	Install new PVC pipe throughout restroom	1			
	*Alternate: Install freeze-proof outdoor water fountain	1	See Alternative #1 (next page)		
Total Plumbing Bid					
**Carpenter	Change door swing of stall to swing out	1			
	Move partition out to be ADA compliant	1			
	Install grab bars in stall (side and back)	2 sets			
	Install door stop on wall	2			
	New HM 3" door, frame and block wall w/ lintel	3			
	Install new partition between stalls	1			
	Install wall mounted changing tables	2			
	Install new bathroom mirrors over sink	2			
	*Alternative: TNEMEC Floor Covering	1	See Alternative #2 (next page)		
	Install new paper towel dispensers	2			
	Install new electric hand dryers	2			
Total Carpentry Bid					
**Electrician	Install LED can light retrofit for existing	6			
	Cover electrical wiring in utility room	1			
	Secure electrical box in utility room	1			
Total Electrical Bid					
**Site Contractor	Install new ADA sidewalk to McAfee Drive	1			
	Install splash guards for gutters	1			
	Truncated dome for sidewalk	1			
	New ADA sidewalk in area shown (1:20 slope)	1			
Total Site Construction Bid					

*Alternate fixture/component

**Can bid on individual sections only, depending on capabilities/specialties of contractors



G10 ADA TYPICAL MOUNTING HEIGHTS
1/4" = 1'-0"



F2 SIGNAGE
3" = 1'-0"

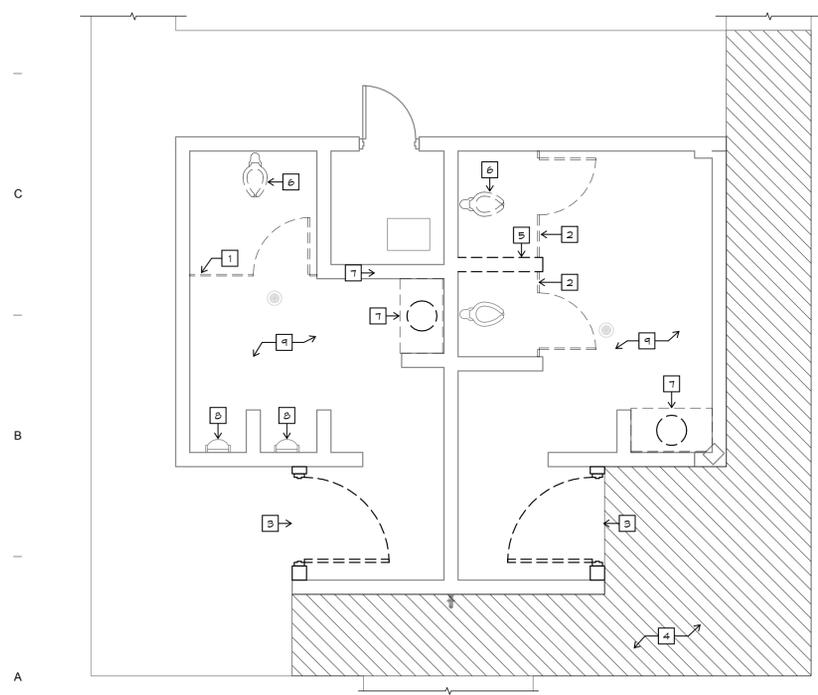
TOILET ACCESSORIES AND FIXTURES LEGEND		
MANUF.	DESCRIPTION	MODEL #
- BRADLEY	CHANNEL FRAME MIRROR	780
- IPS	INSULATED PIPE WRAP	82521-82525
- BRADLEY	SANITARY NAPKIN DISPOSAL	4721-15
- WORLD DRYER	SLIMDRY HAND DRYER	L-914

SIGNAGE SCHEDULE					
Number	Name	Signage Type	Signage Copy	Signage Braille	
101	MEN	D	MEN	YES	
102	WOMEN	C	WOMEN	YES	
103	JANITOR	B	JANITOR	YES	

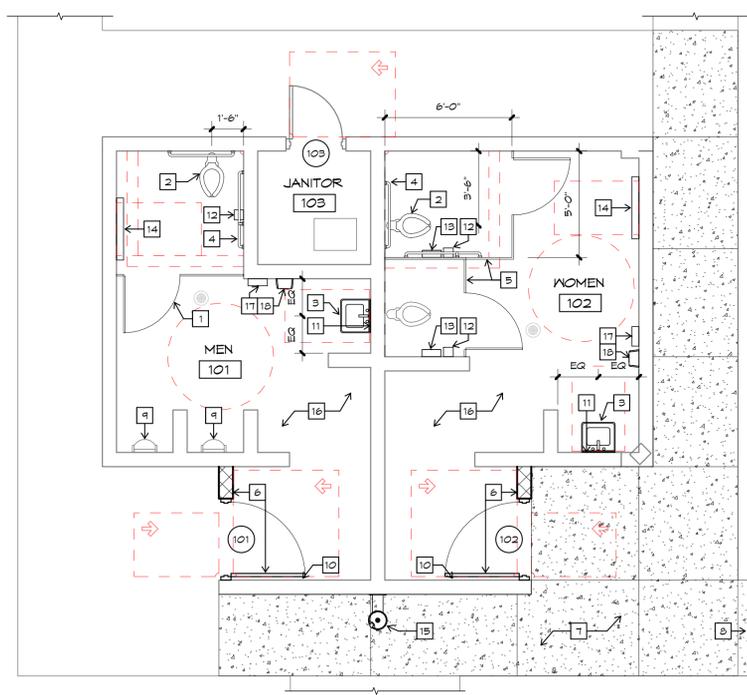


D10 SITE
1" = 20'-0"

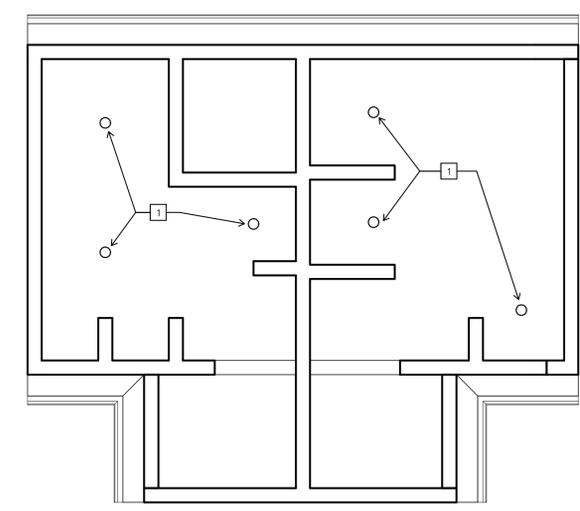
SITE PLAN NOTES:	DEMO PLAN NOTES:	FLOOR PLAN NOTES:	RCP NOTES:	GENERAL NOTES:
<ol style="list-style-type: none"> NEW ADA SIDEWALK TO ROAD, MAX SLOPE 1:20 	<ol style="list-style-type: none"> REMOVE PARTITION AND SALVAGE FOR REUSE REMOVE PARTITION REMOVE DOOR AND WOOD FRAME WALL REMOVE SIDEWALK IN AREA SHOWN REMOVE BLOCK WALL REMOVE TOILET REMOVE SINK AND COUNTER REMOVE URINAL REMOVE PAINT FROM CONCRETE FLOORS AND PREPARE FOR SEALER 	<ol style="list-style-type: none"> REUSE EXISTING PARTITION; FLIP NEW ADA FLOOR MOUNTED FLUSH VALVE TOILET AND PLUMBING NEW ADA LAVATORY IV INSULATED PIPE WRAP NEW ADA GRAB BARS NEW METAL TOILET PARTITION TO MATCH EXISTING NEW 3'-0" HM DOOR AND FRAME AND BLOCK WALL IV LINTEL NEW SIDEWALK IN AREA SHOWN NEW ADA SIDEWALK TO ROAD, MAX SLOPE 1:20 NEW URINALS, MOUNT ONE PER ADA NEW DOOR STOP NEW MIRROR NEW TOILET PAPER DISPENSER NEW SANITARY NAPKIN DISPOSAL NEW BABY CHANGING TABLE NEW FREEZE PROOF ADA DRINKING FOUNTAIN NEW FLOOR COATING NEW PAPER TOWEL DISPENSER NEW ELECTRIC HAND DRYER 	<ol style="list-style-type: none"> LED CAN LIGHT RETROFIT FOR EXISTING LIGHTS 	<ol style="list-style-type: none"> CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND EXISTING CONDITIONS. ANY DISCREPANCIES WHICH WILL PREVENT THE ACCOMPLISHMENT OF INTENT SHOWN ON DRAWINGS SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ARCHITECT. WHERE A CONDITION IS NOTED TYPICAL (TYP.), IT IS UNDERSTOOD THAT ALL SIMILAR CONDITIONS BE CONSTRUCTED OF THE SAME MATERIALS AND/OR DIMENSIONS. ALL DIMENSIONS ARE TO FACE OF CMU, FACE OF CONCRETE FOUNDATION WALL, OR CENTER OF STL. STRUCTURE, UNLESS NOTED OTHERWISE. REFER TO EXTERIOR WALL SECTIONS FOR EXTERIOR WALL CONSTRUCTION. ALL DOOR OPENINGS ARE TO BE LOCATED 4" FROM HINGE SIDE OF ADJACENT WALL UNLESS CENTERED IN ROOM OR NOTED OTHERWISE. SIGNAGE PER SCHEDULE AND WALL MOUNTED ADA SIGNAGE LOCATIONS.



A10 EXISTING RR - DEMO PLAN
1/4" = 1'-0"



A7 REMODEL FLOOR PLAN
1/4" = 1'-0"



A3 REFLECTED CEILING PLAN
1/4" = 1'-0"

JOB NUMBER	15049
ISSUE DATE	6/14/2016
REVISIONS	

Williams Spurgeon
Kuhl & Freshnock
Architects, Inc. © 2016

John E. Freshnock - Architect
MO #2002021706

PARKVILLE ENGLISH LANDING RESTROOM

CITY OF PARKVILLE, MO

Williams
Spurgeon
Kuhl &
Freshnock
Architects, Inc.
Missouri Certificate of Authority
#2003011262

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Landing Restroom\15049 - At
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110 Armour Road North Kansas City, Missouri 64116 Tel. 816.300.4101 Fax 816.300.4102

SECTION 011000 - SUMMARY
PART 1 - GENERAL
1.1 SUMMARY OF WORK
A. Project: English Landing Park Restroom Renovation
B. Owner: City of Parkville, Missouri
C. Architect: Williams Spurgeon Kuhl & Freshnock Architects Inc.
D. Contractor: TED
E. The Work consists of renovations to existing restroom building, consisting of new fixtures, concrete walls.
1.2 WORK RESTRICTIONS
A. Contractor's use of Premises: During construction, Contractor will have full use of site area indicated. Contractor's use of premises is limited only by Owner's right to perform work or employ other contractors on portions of Project, and as follows:
1. Park will be in use during construction, access to the park will pass the site and must be maintained in an open and safe manner.
PART 2 - PRODUCTS (Not Applicable)
PART 3 - EXECUTION (Not Applicable)
END OF SECTION 011000

SECTION 012000 - PRICE AND PAYMENT PROCEDURES
PART 1 - GENERAL
1.1 ALTERNATES
A. An alternate is an amount proposed by bidder for certain work that may be added to or deducted from the Base Bid amount. If Owner accepts the Alternate, the cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate the Alternate into the Work. No other adjustments are made to the Contract Sum.
B. Indicate on the Bid Form amounts to be deducted from or added to the Contract Sum for the following alternates:
1. Alternate Number 1: Add drinking Fountain.
2. Alternate Number 2: Add floor coating.
1.2 CONTRACT MODIFICATION PROCEDURES
A. On Owner's approval of a proposal from Contractor, Architect will issue a Change Order, for all changes to the Contract Sum or the Contract Time.
B. When Owner and Contractor disagree on the terms of a proposal, Architect may issue a Construction Change Directive, instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order. Construction Change Directive will contain a description of the change and designate the method to be followed to determine changes to the Contract Sum or the Contract Time.
1.3 PAYMENT PROCEDURES
A. Submit a Schedule of Values at least 10 days before the initial Application for Payment. Break down the Contract Sum into at least five items for each Specification Section in the Project Manual table of contents. Coordinate the Schedule of Values with Contractor's construction schedule.
1. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
2. Provide separate line items in the Schedule of Values for initial cost of materials and for total installed value of that part of the Work.
B. Submit 3 copies of each application for payment on AIA Document 3102/3103, according to the schedule established in Owner/Contractor Agreement.
C. With each application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
2. Submit Final Application for Payment after completion of Project closeout procedures with release of liens and supporting documentation.
a. Include consent of surety to final payment on AIA Document 3107 and insurance certificates.
b. Submit final meter readings for utilities, a record of stored fuel, and similar data as of the date of Substantial Completion.
PART 2 - PRODUCTS (Not Applicable)
PART 3 - EXECUTION (Not Applicable)
END OF SECTION 012000

SECTION 013000 - ADMINISTRATIVE REQUIREMENTS
PART 1 - GENERAL
1.1 PROJECT MANAGEMENT AND COORDINATION
A. Coordinate construction to ensure efficient and orderly installation of each part of the Work.
B. Schedule and conduct progress meetings at Project site at monthly intervals. Notify Owner and Architect of meeting dates and times. Require attendance of each subcontractor or other entity concerned with current progress or involved with planning or coordination of future activities.
1. Record minutes and distribute to everyone concerned, including Owner and Architect.
1.2 SUBMITTAL PROCEDURES
A. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities to ensure sequential activity.
1. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
2. Provide copies of each submittal. Architect will mark up and return by email.
3. Architect will discard submittals received from sources other than Contractor.
B. Place a label or mark on each submittal for identification. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect. Indicate the following information on the label:
1. Project name.
2. Date.
3. Name and address of Contractor.
4. Name and address of subcontractor or supplier.
5. Number and title of appropriate Specification Section.
C. Identify deviations from the Contract Documents on submittals.
D. Construction Schedule Submittal Procedures: Submit two copies or submit electronically the schedule within days after date established for Commencement of the Work.
PART 2 - PRODUCTS
2.1 ACTION SUBMITTALS
A. Product Data: Mark each copy to show applicable products and options. Include the following:
1. Manufacturers' written recommendations, product specifications, and installation instructions.
2. Wiring diagrams showing factory-installed wiring.
3. Printed performance curves and operational range diagrams.
4. Testing by recognized testing agency.
5. Compliance with specified standards and requirements.
B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data. Submit on sheets at least 8-1/2 by 11 inches but no larger than 30 by 42 inches. Include the following:
1. Dimensions and identification of products.
2. Fabrication and installation drawings and roughing-in and setting diagrams.
3. Wiring diagrams showing field-installed wiring.
4. Notation of coordination requirements.
5. Notation of dimensions established by field measurement.
C. Samples: Submit samples for review of kind, color, pattern, and texture and for a comparison of these characteristics between submittal and actual component as delivered and installed. Include name of manufacturer and product name on label.
1. If variation is inherent in material or product, submit at least three sets of paired units that show variations.
2. INFORMATION SUBMITTALS
A. Qualification Data: include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
B. Product Certifications: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
2.3 DELEGATED DESIGN
A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required by Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit electronic copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.
2.4 CONTRACTOR'S CONSTRUCTION SCHEDULE
A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type schedule within 30 days of date established for the Notice of Award.
B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
PART 3 - EXECUTION
3.1 SUBMITTAL REVIEW
A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
B. Architect will review each action submittal, make marks to indicate corrections or modifications required, stamp and mark as appropriate to indicate action taken, and return copies less those retained.
3.2 CONTRACTOR'S CONSTRUCTION SCHEDULE
A. Distribute copies of approved schedule to Owner, Architect, subcontractors, testing and inspecting agencies, and parties identified by contractor with a need-to-know schedule responsibility. When revisions are made, distribute updated schedules to the same parties.
B. Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
1. As the Work progresses, indicate Actual Completion percentage for each activity.
END OF SECTION 013000

SECTION 014000 - QUALITY REQUIREMENTS
PART 1 - GENERAL
1.1 SECTION REQUIREMENTS
A. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
B. Testing and inspecting services are specified in other Sections of these Specifications or are required by authorities having jurisdiction and shall be performed by independent testing agencies.
2. Where quality-control services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these services.
C. Contractor is responsible for scheduling times for tests, inspections, and obtaining samples and notifying testing agency.
3. Retesting and Reinspecting: Contractor shall pay for additional testing and inspecting required as a result of tests and inspections indicating noncompliance with requirements.
PART 2 - PRODUCTS
2.1 PRODUCT OPTIONS
A. Provide products that comply with the Contract Documents, are undamaged, and are new at the time of installation.
1. Provide products complete with accessories, trim, finish, and other devices and components needed for a complete installation and the intended use and effect.
2. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
B. Product Selection Procedures:
1. Where Specifications name a single product or manufacturer, provide the item indicated that complies with requirements.
2. Where Specifications include a list of names of products or manufacturers, provide one of the items indicated that complies with requirements.
3. Where Specifications include a list of names of products or manufacturers, accompanied by the term "available products" or "available materials," provide one of the named items that complies with requirements. Comply with provisions for "comparable product requests" for consideration of an unnamed product.
4. Where Specifications name a product as the "basis-of-design" and include a list of manufacturers, provide the named product. Comply with provisions for "comparable product requests" for consideration of an unnamed product by the other named manufacturers.
C. Unless otherwise indicated, Architect will select color, pattern, and texture of each product from manufacturer's full range of products that includes both standard and premium items.
PART 3 - EXECUTION (Not Applicable)
END OF SECTION 014000

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS
PART 1 - GENERAL
1.1 SECTION REQUIREMENTS
A. Use Charges: Cost or use charges for temporary facilities shall be included in the Contract Sum.
B. Use water and electric power from Owner's existing system without metering and without payment of use charges.
C. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA70E.
PART 2 - PRODUCTS
2.1 EQUIPMENT
A. Heating Equipment: Unless Owner authorizes use of permanent heating system, provide vented, self-contained heaters with thermostat control.
B. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
2. Heating units: Listed and labeled, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
PART 3 - EXECUTION
3.1 TEMPORARY UTILITIES
A. General: Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary facilities.
B. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.
C. Heating: Provide temporary heating required for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
D. Submit changeover permits, operation and maintenance manuals, and similar releases.
3.2 TEMPORARY SUPPORT FACILITIES
A. Provide field offices, storage and fabrication sheds, and other support facilities as necessary for construction operations.
B. Provide waste-collection containers in sizes adequate to handle waste from construction operations. Collect waste daily and, when containers are full, legally dispose of waste off-site. Comply with requirements of authorities having jurisdiction for unloading and disposal.
C. Install project identification and other signs in locations approved by Owner to inform the public and persons seeking entrance to Project.
3.3 TEMPORARY SECURITY AND PROTECTION FACILITIES
A. Provide temporary environmental protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and soil contamination or pollution or other undesirable effects.
B. Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.
C. Provide temporary enclosures for protection of construction and workers from inclement weather and for containment of heat.
D. Obtain permits of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
E. Furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
F. Install and maintain temporary fire-protection facilities. Comply with NFPA1041.
3.4 TERMINATION AND REMOVAL
A. Temporary Utilities: At earliest feasible time, when acceptable to Owner, change over from use of temporary service to permanent utility service.
B. Remove temporary facilities and controls no later than Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS
PART 1 - GENERAL
1.1 SECTION REQUIREMENTS
A. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
B. Product changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor after award of the Contract.
1. Submit electronically each request for product substitution.
2. Submit requests within 10 days after the Notice of Award.
3. Do not submit unapproved substitutions on Shop Drawings or other submittals.
4. Identify product to be replaced and show compliance with requirements for substitutions. Include a detailed comparison of significant qualities of proposed substitution with those of the Work specified, if changes needed to other parts of the Work required to accommodate proposed substitution, and any proposed changes in the Contract Sum or the Contract Time should the substitution be accepted.
5. Architect will review the proposed substitution and notify Contractor of its acceptance or rejection by Change Order.
C. Comparable Product Requests:
1. Submit electronically copies of each request for comparable product. Do not submit unapproved products on Shop Drawings or other submittals.
2. Identify product to be replaced and show compliance with requirements for comparable product requests. Include a detailed comparison of significant qualities of proposed substitution with those of the Work specified.
3. Architect will review the proposed product and notify Contractor of its acceptance or rejection.
D. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Deliver products to Project site in manufacturer's original sealed container or packaging, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
3. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
4. Store materials in a manner that will not endanger Project structure.
5. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with adequate ventilation and protection from weather.
E. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
PART 2 - PRODUCTS
2.1 PRODUCT OPTIONS
A. Provide products that comply with the Contract Documents, are undamaged, and are new at the time of installation.
1. Provide products complete with accessories, trim, finish, and other devices and components needed for a complete installation and the intended use and effect.
2. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
B. Product Selection Procedures:
1. Where Specifications name a single product or manufacturer, provide the item indicated that complies with requirements.
2. Where Specifications include a list of names of products or manufacturers, provide one of the items indicated that complies with requirements.
3. Where Specifications include a list of names of products or manufacturers, accompanied by the term "available products" or "available materials," provide one of the named items that complies with requirements. Comply with provisions for "comparable product requests" for consideration of an unnamed product.
4. Where Specifications name a product as the "basis-of-design" and include a list of manufacturers, provide the named product. Comply with provisions for "comparable product requests" for consideration of an unnamed product by the other named manufacturers.
C. Unless otherwise indicated, Architect will select color, pattern, and texture of each product from manufacturer's full range of products that includes both standard and premium items.
PART 3 - EXECUTION (Not Applicable)
END OF SECTION 016000

SECTION 017000 - EXECUTION AND CLOSEOUT REQUIREMENTS
PART 1 - GENERAL
1.1 CLOSEOUT SUBMITTALS
A. Record Drawings: Maintain a set of prints of the Contract Drawings as Record Drawings. Mark to show actual installation where installation varies from that shown originally.
1. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWINGS" in a prominent location.
B. Operation and Maintenance Data: Submit electronically complete manual. Organize data into bookmarked pdf files. Include the following:
1. Manufacturer's operation and maintenance documentation.
2. Maintenance and service schedules.
3. Maintenance service contracts.
4. Emergency instructions.
5. Spare parts list.
6. Wiring diagrams.
7. Copies of warranties.
PART 2 - PRODUCTS (Not Applicable)
PART 3 - EXECUTION
3.1 EXAMINATION AND PREPARATION
A. Examine substrates and conditions for compliance with manufacturer's written requirements including, but not limited to, surfaces that are sound, level, plumb, smooth, clean, and free of deleterious substances; substrates within installation tolerances; and application conditions within environmental limits. Proceed with installation only after unsatisfactory conditions have been corrected.
B. Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to property survey and existing benchmarks.
C. Take field measurements as required to fit the Work properly. Where fabricated products are to be fitted to other construction, verify dimensions by field measurement before fabrication and, when possible, before fitting and trimming final installation.
3.2 CUTTING AND PATCHING
A. Do not cut structural members or operational elements without prior written approval of Architect.
B. Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems or arrange to divert installation to occupied areas.
C. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
3.3 INSTALLATION
A. Comply with manufacturer's written instructions for installation. Anchor each product securely in place, accurately located and aligned with other portions of the Work. Clean exposed surfaces and protect from damage.
B. Clean Project site and work areas daily, including common areas.
3.4 FINAL CLEANING
A. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion:
1. Remove labels that are not permanent.
2. Clean transparent materials, including mirrors. Remove excess glazing compounds. Replace chipped or broken glass.
3. Clean exposed finishes to a dust-free condition. Free of stains, films, and foreign substances. Sweep concrete floors broom clean.
4. Vacuum carpeted surfaces and wax resilient flooring.
5. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication. Clean plumbing fixtures. Clean light fixtures.
6. Clean Project site, yard, and grounds, in areas disturbed by construction activities. Sweep paved areas; remove stains, spills, and foreign deposits. Rake grounds to a smooth, even-textured surface.
3.5 DEMONSTRATION
A. Substantial Completion: Before requesting Substantial Completion inspection, complete the following:
1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
2. Advise Owner of pending insurance changeover requirements.
3. Submit specific warranties, maintenance service agreements, and similar documents.
4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operation and maintenance manuals, and similar releases.
5. Submit Record Drawings and Specifications, operation and maintenance manuals, property surveys, and similar final record information.
6. Deliver tools, spare parts, extra materials, and similar items.
7. Make final changeover of permanent locks and deliver keys to Owner.
8. Complete startup testing of systems.
9. Remove temporary facilities and controls.
10. Submit changeover permits, operation and maintenance manuals, and similar releases.
11. Complete final cleaning requirements, including touchup painting.
12. Touch up and otherwise repair and restore marked exposed finishes to eliminate visual defects.
B. Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will proceed with inspection for final completion or unfiled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will advise Contractor of items that must be completed or corrected before certificate will be issued.
C. Request inspection for final completion or unfiled requirements, once the following are complete:
1. Submit a copy of Substantial Completion inspection list stating that each item has been completed or otherwise resolved for acceptance.
2. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
D. Request inspection when the Work Identified in previous inspections as incomplete is completed or corrected.
E. Submit a written request for final inspection for acceptance. On receipt of request, Architect will proceed with inspection or advise Contractor of unfiled requirements. Architect will prepare final Certificate for Payment after inspection or will advise Contractor of items that must be completed or corrected before certificate will be issued.
F. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system. Include a detailed review of the following:
1. Include instruction for basis of system design and operational requirements, review of documentation, emergency procedures, operations, adjustments, troubleshooting, maintenance, and repairs.
END OF SECTION 017000

SECTION 033000 - CAST-IN-PLACE CONCRETE
PART 1 - GENERAL
1.1 SECTION REQUIREMENTS
A. Submittals: concrete mix designs and submittals required by ACI301.
B. Ready-Mixed Concrete: Obtain qualifications: ASTM C1207, 1208, 1209.
C. Comply with ACI301, "Specification for Structural Concrete"; ACI111, "Specifications for Tolerances for Concrete Construction and Materials"; and CRSI's "Manual of Standard Practice."
PART 2 - PRODUCTS
2.1 MATERIALS
A. Reinforcing Bars: ASTM A615/A615M, Grade 60, deformed.
B. Plain Steel Wire: ASTM A108, as drawn.
C. Plain-Steel Welded Wire Reinforcement: ASTM A1085, fabricated from as-drawn steel wire into flat sheets.
D. Deformed-Steel Welded Wire Reinforcement: ASTM A474, flat sheet.
E. Portland Cement: ASTM C150, Type II or III.
F. Fly Ash: ASTM C618, Type III or F.
G. Aggregates: ASTM C33, uniformly graded.
H. Synthetic Fiber: ASTM C1116, Type III, polypropylene fibers, 1/2 to 1-1/2 inches long.
I. Air-Entraining Admixture: ASTM C475, Type I.
J. Chemical Admixtures: ASTM C494, water reducing and accelerating and water reducing and retarding. Do not use calcium chloride or admixtures containing calcium chloride.
K. Vapor Retarder: Clear 10-mil-thick polyethylene sheet or reinforced polyethylene sheet, ASTM E1745, Class II.
L. Joint-Filler Strips: ASTM D11781, asphalt-saturated cellulose fiber, or ASTM D11782, cork or self-expanding cork.
M. Moisture-Retaining Cover: ASTM C1171, polyethylene film or white burlap-polyethylene sheet.
Section 033000 - Diste from PART 2 - Products. 2.1 Materials
N. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C1309, Type I, Class II.
O. Clear, Solvent-Borne, Membrane-Forming Curing and Sealing Compound: ASTM C1315, Type I, Class II.
P. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C1315, Type III, Class I.
2.2 MIXES
A. Comply with ACI301 requirements for concrete mixtures.
B. Normal-Weight Concrete: Prepare concrete mixtures, proportioned according to ACI301, as follows: Minimum Compressive Strength: 4500 psi at 28 days.
2. Slump Limit: 4 inches, plus or minus 1 inch.
3. Air Content: Maintain within range permitted by ACI301. Do not allow air content of floor slabs to receive troweled finishes to exceed 9 percent.
C. Measure, batch, mix, and deliver concrete according to ASTM C194/C194M and ASTM C1116.
1. When air temperature is above 90 deg.F, reduce mixing and delivery time to 60 minutes.
PART 3 - EXECUTION
3.1 CONCRETING
A. Construct Formwork according to ACI301 and maintain tolerances and surface irregularities within ACI318R limits of Class I/A, 1/8 inch for concrete exposed to view and Class II/C, 1/2 inch for other concrete surfaces.
PART 2 - PRODUCTS
2.1 PRODUCT OPTIONS
A. Place vapor retarder on prepared subgrade, with joints lapped 6 inches and sealed.
B. Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
C. Install construction, isolation, and contraction joints where indicated. Install full-depth joint-filler strips at isolation joints.
E. Place concrete in a continuous operation and consolidate using mechanical vibrating equipment. Protect concrete from physical damage, premature drying, and reduced strength due to hot or cold weather during mixing, placing, and curing.
G. Formed Surface Finish: Smooth-formed finish for concrete exposed to view, coated, or covered by waterproofing or other direct-applied material; rough-formed finish elsewhere.
H. Slab Finishers: Comply with ACI302.1R for screeding, restraining, and finishing operations for concrete surfaces. Do not wet concrete surfaces. Provide the following finishes:
1. Troweled finish for floor surfaces and floors to receive floor coverings, paint, or other thin film-finish coatings.
2. Non-slip broom finish for exterior concrete platforms, steps, and ramps.
I. Cure Cured surfaces by moist curing for at least seven days.
J. Begin curing concrete slabs after finishing. Apply membrane-forming curing compound to concrete. Owner will engage a testing agency to perform field tests and to submit test reports.
K. Protect concrete from damage. Repair surface defects in formed concrete and slabs.
END OF SECTION 033000

SECTION 042000 - UNIT MASONRY
PART 1 - GENERAL
1.1 SECTION REQUIREMENTS
A. Submittals:
1. Material Certificates: For each type of product indicated. Include statements of material properties indicating compliance with requirements.
2. Comply with ACI 330.1/ASCE 6/7MS 602.
3. Preconstruction Testing Service: Owner will engage a qualified independent testing agency to perform preconstruction testing required by authorities having jurisdiction.
PART 2 - PRODUCTS
2.1 MASONRY UNITS
A. Concrete Masonry Units: ASTM C 90, Weight Classification, Normal Weight.
Integral Water Repellent: Grace Construction Products, a unit of P. R. Grace 4 Co. - Conn.; Dry-Block.
B. Special shapes for lintels, corners, jamps, sash, control joints, and other special conditions.
2.2 MORTAR AND GROUT
A. Mortar: ASTM C 270, proportion specification.
1. Do not use calcium chloride in mortar.
2. For masonry below grade or in contact with earth, use Type S.
3. For reinforced masonry, use Type S.
4. For exterior, above-grade, load-bearing and non-load-bearing walls and parapet walls; for interior load-bearing walls; for interior non-load-bearing partitions, and for other applications where another type is not indicated, use Type N.
B. Grout: ASTM C 476 with a slump of 8 to 11 inches.
2.3 REINFORCING BARS
A. Steel Reinforcing Bars: ASTM A 615/A 615M, Grade 60.
B. Joint Reinforcement: ASTM A 951.
1. Coating: Hot-dip galvanized to both interior and exterior walls.
2. Wire Diameter for Cross Rods: #11 or 0.149 inch.
3. Wire Diameter for Cross Rods: #11 or 0.149 inch.
4. For single-wythe masonry, provide either ladder design or truss design.
2.4 MISCELLANEOUS MASONRY ACCESSORIES
A. Compressible Filler: Fretmolded strips complying with ASTM D 1056, Grade 2A1.
B. Single Wythe block flashing "BlockFlash" by Mortar Net Solutions, 326 Melton Rd. Burns Harbor, IN 46304 800-664-6638 Fax 219-781-5038 www.mortar.net
C. Proprietary Adhesive for Proprietary Cleaner: Product expressly approved for intended use by cleaner manufacturer and manufacturer of masonry units.
1. Available Products:
a. Sure Klean Custom Masonry Cleaner
PART 3 - EXECUTION
3.1 INSTALLATION, GENERAL
A. Cut masonry units with saw. Install with cut surfaces and, where possible, cut edges concealed.
B. Mix units for exposed unit masonry from several pallets or cubes as they are placed to produce uniform blend of colors and textures.
C. Stopping and Resuming Work: Rack back units; do not touch.
D. Fill cores in hollow concrete masonry units with grout 24 inches under bearing plates, beams, lintels, posts, and similar units, unless otherwise indicated.
E. Build non-load-bearing interior partitions full height and install compressible filler in joint between top of partition and underside of structure above.
F. Top exposed joints slightly concave when thumpprint hard, unless otherwise indicated.
G. Keep cavities clean of mortar droppings and other materials during construction.
3.2 LINTELS
A. Install lintels where indicated.
B. Minimum bearing of inches at each jamb, unless otherwise indicated.
3.3 FLASHING AND WEEP HOLES
A. Install embedded flashing and weep holes in masonry at shelf angles, lintels, ledges, other obstructions to the downward flow of water in the wall, and where indicated.
B. Place through-wall flashing per manufacturer recommendations. Install drainage mat as indicated.
3.4 CLEANING
A. Clean masonry as work progresses. Remove mortar fins and smears before tooling joints.
B. Final Cleaning: After mortar is thoroughly cured, clean exposed masonry.
C. Clean masonry with a proprietary cleaner applied according to manufacturer's written instructions.
END OF SECTION 042000

SECTION 072000 - JOINT SEALANTS
PART 1 - GENERAL
1.1 SECTION REQUIREMENTS
A. Submittals: Product Data and color samples.
B. Environmental Limitations: Do not proceed with installation of joint sealants when ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer or are below 40 deg.F.
PART 2 - PRODUCTS
2.1 JOINT SEALANTS
A. Compatibility: Provide joint sealants, joint fillers, and other related materials that are compatible with one another and with joint substrates under service and application conditions.
B. Sealant: Submit the following information for each specified type of the following:
1. Single-component, nonsag polyurethane sealant, ASTM C100, Type I, Grade I, Class I, 1-1/2, Uses I, M, G, A, and O.
2. Single-component, neutral-curing silicone sealant, ASTM C100, Type I, Grade I, Class I, 2, Uses I, M, G, A, and O.
3. Single-component, nonsag urethane sealant, ASTM C100, Type I, Grade I, Class I, 2, and Uses I, M, A, and O.
C. Sealant for Exterior Throat-Bearing Joints, Where Slope Precludes Use of Pourable Sealant:
1. Single-component, nonsag urethane sealant, ASTM C100, Type I, Grade I, Class I, 2, Uses I, M, G, A, and O.
D. Sealant for Exterior Throat-Bearing Joints, Where Slope Allows use of Pourable Sealant:
1. Single-component, pourable urethane sealant, ASTM C100, Type I, Grade I, Class I, 2, Uses I, M, G, A, and O.
E. Sealant for Use in Interior Joints in Ceramic Tile and Other Hard Surfaces in Kitchens and Toilet Rooms and Around Plumbing Fixtures:
1. Single-component, constant silicone sealant, ASTM C100, Type I, Grade I, Class I, 2, Uses I, M, G, A, and O; or formulated with fungicide.
F. Sealant for interior use at Perimeters of Door and Window Frames:
1. Latex sealant, single-component, nonsag, mildew-resistant, paintable, acrylic-emulsion sealant complying with ASTM C100.
2.2 JOINT-SEALANT BACKING
A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer.
B. Cylindrical Sealant Backings: ASTM C1190, of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
C. Bead-Breaker Backings: Provide bead-breaker tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint.
PART 3 - EXECUTION
3.1 INSTALLATION
A. Comply with ASTM C1191 for use of joint sealants in acoustical applications.
END OF SECTION 072000

SECTION 081113 - HOLLOW METAL DOORS AND FRAMES
PART 1 - GENERAL
1.1 SECTION REQUIREMENTS
A. Submittals: Product Data and Shop Drawings.
B. Comply with ANSI/SPIA A250.8.
PART 2 - PRODUCTS
2.1 MATERIALS
A. Cold-Rolled Steel Sheets: ASTM A1008/A1008M, suitable for exposed applications.
B. Hot-Rolled Steel Sheets: ASTM A1011/A1011M, free of scale, pitting, or surface defects.
C. Metal-Coated Steel Sheet: ASTM A1024/A1024M, with G-60 metal coating.
D. Frame Anchors: ASTM A191/A191M, 40Z coating designation, mill phosphatized.
1. For anchors built into exterior walls, sheet steel complying with ASTM A1008/A1008M or ASTM A1011/A1011M, not deformed, according to ASTM A191/A191M, Class B.
E. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A193/A193M.
1.1 HOLLOW METAL DOORS AND FRAMES
A. Available Products:
1. Case Door Products
B. Doors: Complying with ANSI A250.8 for level and model and ANSI A250.4 for physical-endurance level indicated. 1-3/4 inches thick unless otherwise indicated.
C. Exterior Doors: Level II and Physical Performance Level I/A (Extra Heavy Duty), Model II (Seamless), metallic-coated steel sheet face.
a. Thermal-Rated (Insulated) Doors: When indicated, provide doors with thermal-resistance value (R-value) of not less than 6.0 deg.F x h x sq. ft./Btu when tested according to ASTM C1363.
2. Hardware Reinforcement: Fabricate according to ANSI/SPIA A250.8 with reinforcement plates from same material as door face sheets.
C. Frames: ANSI A250.8; conceal fasteners unless otherwise indicated.
1. Steel Sheet Thickness for Exterior Doors: 0.061 inch.
2. Fabricate exterior frames from metallic-coated steel sheet, with mitered or coped and continuously welded corners.
3. Hardware Reinforcement: Fabricate according to ANSI/SPIA A250.8 with reinforcement plates from same material as frames.
4. Frame Anchors: Not less than 0.042 inch thick.
D. Door Louvers: Sight proof per SPIA 111C.
E. Door Silencers: Three on strike jambs of single-door frames and two on heads of double-door frames.
F. Groat Squares: Fabricate according to ASTM A191/A191M, Class B.
G. Prepare doors and frames to receive mortised and concealed hardware according to ANSI A250.8 and ANSI A115 Series standards.
H. Reinforce doors and frames to receive surface-applied hardware.
END OF SECTION 081113

SECTION 082000 - WINDOW GLAZING
PART 1 - GENERAL
1.1 SECTION REQUIREMENTS
A. Submittals:
1. Material Certificates: For each type of product indicated. Include statements of material properties indicating compliance with requirements.
2. Comply with ACI 330.1/ASCE 6/7MS 602.
3. Preconstruction Testing Service: Owner will engage a qualified independent testing agency to perform preconstruction testing required by authorities having jurisdiction.
PART 2 - PRODUCTS
2.1 WINDOW UNITS
A. Concrete Masonry Units: ASTM C 90, Weight Classification, Normal Weight.
Integral Water Repellent: Grace Construction Products, a unit of P. R. Grace 4 Co. - Conn.; Dry-Block.
B. Special shapes for lintels, corners, jamps, sash, control joints, and other special conditions.
2.2 MORTAR AND GROUT
A. Mortar: ASTM C 270, proportion specification.
1. Do not use calcium chloride in mortar.
2. For masonry below grade or in contact with earth, use Type S.
3. For reinforced masonry, use Type S.
4. For exterior, above-grade, load-bearing and non-load-bearing walls and parapet walls; for interior load-bearing walls; for interior non-load-bearing partitions, and for other applications where another type is not indicated, use Type N.
B. Grout: ASTM C 476 with a slump of 8 to 11 inches.
2.3 REINFORCING BARS
A. Steel Reinforcing Bars: ASTM A 615/A 615M, Grade 60.
B. Joint Reinforcement: ASTM A 951.
1. Coating: Hot-dip galvanized to both interior and exterior walls.
2. Wire Diameter for Cross Rods: #11 or 0.149 inch.
3. Wire Diameter for Cross Rods: #11 or 0.149 inch.
4. For single-wythe masonry, provide either ladder design or truss design.
2.4 MISCELLANEOUS MASONRY ACCESSORIES
A. Compressible Filler: Fretmolded strips complying with ASTM D 1056, Grade 2A1.
B. Single Wythe block flashing "BlockFlash" by Mortar Net Solutions, 326 Melton Rd. Burns Harbor, IN 46304 800-664-6638 Fax 219-781-5038 www.mortar.net
C. Proprietary Adhesive for Proprietary Cleaner: Product expressly approved for intended use by cleaner manufacturer and manufacturer of masonry units.
1. Available Products:
a. Sure Klean Custom Masonry Cleaner
PART 3 - EXECUTION
3.1 INSTALLATION, GENERAL
A. Cut masonry units with saw. Install with cut surfaces and, where possible, cut edges concealed.
B. Mix units for exposed unit masonry from several pallets or cubes as they are placed to produce uniform blend of colors and textures.
C. Stopping and Resuming Work: Rack back units; do not touch.
D. Fill cores in hollow concrete masonry units with grout 24 inches under bearing plates, beams, lintels, posts, and similar units, unless otherwise indicated.
E. Build non-load-bearing interior partitions full height and install compressible filler in joint between top of partition and underside of structure above.
F. Top exposed joints slightly concave when thumpprint hard, unless otherwise indicated.
G. Keep cavities clean of mortar droppings and other materials during construction.
3.2 LINTELS
A. Install lintels where indicated.
B. Minimum bearing of inches at each jamb, unless otherwise indicated.
3.3 FLASHING AND WEEP HOLES
A. Install embedded flashing and weep holes in masonry at shelf angles, lintels, ledges, other obstructions to the downward flow of water in the wall, and where indicated.
B. Place through-wall flashing per manufacturer recommendations. Install drainage mat as indicated.
3.4 CLEANING
A. Clean masonry as work progresses. Remove mortar fins and smears before tooling joints.
B. Final Cleaning: After mortar is thoroughly cured, clean exposed masonry.
C. Clean masonry with a proprietary cleaner applied according to manufacturer's written instructions.
END OF SECTION 042000

SECTION 083000 - CAST-IN-PLACE CONCRETE
PART 1 - GENERAL
1.1 SECTION REQUIREMENTS
A. Submittals: concrete mix designs and submittals required by ACI301.
B. Ready-Mixed Concrete: Obtain qualifications: ASTM C1207, 1208, 1209.
C. Comply with ACI301, "Specification for Structural Concrete"; ACI111, "Specifications for Tolerances for Concrete Construction and Materials"; and CRSI's "Manual of Standard Practice."
PART 2 - PRODUCTS
2.1 MATERIALS
A. Reinforcing Bars: ASTM A615/A615M, Grade 60, deformed.
B. Plain Steel Wire: ASTM A108, as drawn.
C. Plain-Steel Welded Wire Reinforcement: ASTM A1085, fabricated from as-drawn steel wire into flat sheets.
D. Deformed-Steel Welded Wire Reinforcement: ASTM A474, flat sheet.
E. Portland Cement: ASTM C150, Type II or III.
F. Fly Ash: ASTM C618, Type III or F.
G. Aggregates: ASTM C33, uniformly graded.
H. Synthetic Fiber: ASTM C1116, Type III, polypropylene fibers, 1/2 to 1-1/2 inches long.
I. Air-Entraining Admixture: ASTM C475, Type I.
J. Chemical Admixtures: ASTM C494, water reducing and accelerating and water reducing and retarding. Do not use calcium chloride or admixtures containing calcium chloride.
K. Vapor Retarder: Clear 10-mil-thick polyethylene sheet or reinforced polyethylene sheet, ASTM E1745, Class II.
L. Joint-Filler Strips: ASTM D11781, asphalt-saturated cellulose fiber, or ASTM D11782, cork or self-expanding cork.
M. Moisture-Retaining Cover: ASTM C1171, polyethylene film or white burlap-polyethylene sheet.
Section 083000 - Diste from PART 2 - Products. 2.1 Materials
N. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C1309, Type I, Class II.
O. Clear, Solvent-Borne, Membrane-Forming Curing and Sealing Compound: ASTM C1315, Type I, Class II.
P. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C1315, Type III, Class I.
2.2 MIXES
A. Comply with ACI301 requirements for concrete mixtures.
B. Normal-Weight Concrete: Prepare concrete mixtures, proportioned according to ACI301, as follows: Minimum Compressive Strength: 4500 psi at 28 days.
2. Slump Limit: 4 inches, plus or minus 1 inch.
3. Air Content: Maintain within range permitted by ACI301. Do not allow air content of floor slabs to receive troweled finishes to exceed 9 percent.
C. Measure, batch, mix, and deliver concrete according to ASTM C194/C194M and ASTM C1116.
1. When air temperature is above 90 deg.F, reduce mixing and delivery time to 60 minutes.
PART 3 - EXECUTION
3.1 CONCRETING
A. Construct Formwork according to ACI301 and maintain tolerances and surface irregularities within ACI318R limits of Class I/A, 1/8 inch for concrete exposed to view and Class II/C, 1/2 inch for other concrete surfaces.
PART 2 - PRODUCTS
2.1 PRODUCT OPTIONS
A. Place vapor retarder on prepared subgrade, with joints lapped 6 inches and sealed.
B. Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
C. Install construction, isolation, and contraction joints where indicated. Install full-depth joint-filler strips at isolation joints.
E. Place concrete in a continuous operation and consolidate using mechanical vibrating equipment. Protect concrete from physical damage, premature drying, and reduced strength due to hot or cold weather during mixing, placing, and curing.
G. Formed Surface Finish: Smooth-formed finish for concrete exposed to view, coated, or covered by waterproofing or other direct-applied material; rough-formed finish elsewhere.
H. Slab Finishers: Comply with ACI302.1R for screeding, restraining, and finishing operations for concrete surfaces. Do not wet concrete surfaces. Provide the following finishes:
1. Troweled finish for floor surfaces and floors to receive floor coverings, paint, or other thin film-finish coatings.
2. Non-slip broom finish for exterior concrete platforms, steps, and ramps.
I. Cure Cured surfaces by moist curing for at least seven days.
J. Begin curing concrete slabs after finishing. Apply membrane-forming curing compound to concrete. Owner will engage a testing agency to perform field tests and to submit test reports.
K. Protect concrete from damage. Repair surface defects in formed concrete and slabs.
END OF SECTION 083000

SECTION 084000 - UNIT MASONRY
PART 1 - GENERAL
1.1 SECTION REQUIREMENTS
A. Submittals:
1. Material Certificates: For each type of product indicated. Include statements of material properties indicating compliance with requirements.
2. Comply with ACI 330.1/ASCE 6/7MS 602.
3. Preconstruction Testing Service: Owner will engage a qualified independent testing agency to perform preconstruction testing required by authorities having jurisdiction.
PART 2 - PRODUCTS
2.1 MASONRY UNITS
A. Concrete Masonry Units: ASTM C 90, Weight Classification, Normal Weight.
Integral Water Repellent: Grace Construction Products, a unit of P. R. Grace 4 Co. - Conn.; Dry-Block.
B. Special shapes for lintels, corners, jamps, sash, control joints, and other special conditions.
2.2 MORTAR AND GROUT
A. Mortar: ASTM C 270, proportion specification.
1. Do not use calcium chloride in mortar.
2. For masonry below grade or in contact with earth, use Type S.
3. For reinforced masonry, use Type S.
4. For exterior, above-grade, load-bearing and non-load-bearing walls and parapet walls; for interior load-bearing walls; for interior non-load-bearing partitions, and for other applications where

1. Prime Finish: Manufacturer's standard, factory-applied coat of lead- and chromate-free primer complying with ANSI/SDC A20.10 acceptance criteria.

END OF SECTION 081113

SECTION 081100 - DOOR HARDWARE

PART 1 - GENERAL
1.1 SECTION REQUIREMENTS
A. Submittals: Hardware schedule.

PART 2 - PRODUCTS
2.1 HARDWARE
A. Available Manufacturers:

- 1. See listed per item
B. Hinges: McKinley Products Company (MK)
1. Stainless-steel hinges with stainless-steel pins for exterior.

C. Continuous hinges: Pemko Manufacturing Co. (PE)
D. Locksets and Latchsets: Best Access Systems (BA)

E. Key locks to Owner's new master-key system, Best Access Systems (BA)
Cylinders with five-pin tumblers and removable cores.

F. Closers: Norton Door Controls (NG)
1. Mount closers on interior side (room side) of door opening. Provide regular-arm, parallel-arm, or top-jamb-mounted closers as necessary.

G. Provide Thresholds, door bottoms and guards: Pemko (PE)
H. Provide overhead stops and Holders: Rixson Specialty Door Controls (RX)

I. Provide wall stops or floor stops for doors without closers, Rockwood Manufacturing Company (RO)
J. Provide Metal Protective Trim: Rockwood Manufacturing Company

K. Hinges: Matching Finish of lockset/latchset.
L. Locksets, Latchsets, and Exit Devices: Satin chrome plated.

M. Other Hardware: Matching Finish of lockset/latchset.
PART 3 - EXECUTION
3.1 INSTALLATION
A. Mount hardware in locations recommended by the Door and Hardware Institute unless otherwise indicated.

3.2 HARDWARE SCHEDULE
Set: 1
Doors: 101 & 102

Table with 4 columns: Item, Description, Quantity, Unit. Includes items like Continuous Hinge, Deadbolt, Push Plate, Pull Plate, Surface Closer, Threshold, Kickplate, Door Bottom.

END OF SECTION 081100

SECTION 091100 - PAINTING

PART 1 - GENERAL
1.1 SECTION REQUIREMENTS
A. Summary: Paint exposed surfaces unless otherwise indicated.

B. Do not paint prefinished items, items with an integral finish, operating parts, and labels unless otherwise indicated.

C. MPI Standards:
1. Products: Complying with MPI standards indicated and listed in "MPI Approved Products List."

D. Preparation and Workmanship: Comply with requirements in "MPI Architectural Painting Specification Manual" for products and paint systems indicated.

E. Extra Materials: Deliver to Owner 1 gal. of each color and type of finish coat paint used on Project, in containers, properly labeled and sealed.

PART 2 - PRODUCTS
2.1 PAINT
A. Available Products:

B. Material Compatibility: Provide materials that are compatible with one another and with substrates.
1. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for paint system and on substrate indicated.

C. Colors: As selected.
2.2 CONCRETE SEALANT
A. Basis-of-Design Product: Subject to compliance with requirements, provide Curecrete Distribution, Inc. or a comparable product.

B. Cure-Seal-Hardener: Ashford Formula, a water-based chemically reactive penetrating sealer and hardener that seals by densifying concrete so that water molecules cannot pass through but air and vapor can, and allows concrete to achieve full compressive strength, minimizing surface crazing and eliminating dusting.

C. Abrasion Resistance to Revolving Disks: At least a 32.5% improvement over untreated samples when tested in accordance with ASTM C778.

D. Surface Adhesion: At least a 22% increase in adhesion for epoxy when tested in accordance with ASTM D3951.

E. Hardening: As follows when tested in accordance with ASTM C39:
a. After 7 Days: An increase of at least 40% over untreated samples.

F. Coefficient of Friction: 0.66 dry, 0.64 wet when tested in accordance with ASTM G102B.
G. Retainment Number: An increase of at least 15.5% over untreated samples when tested in accordance with ASTM C605.

H. Light Exposure Degradation: No evidence of adverse effects on treated samples when tested in accordance with ASTM G23.
I. Stain-Resistance Treatment:
1. Basis-of-Design Product: Subject to compliance with requirements, provide Evonik Industries; Protectosil AQUA-TRETE 56, or a comparable product.

J. Stain-resistance treatment shall be multifunctional systems that provide superior water and stain resistance. Treatment shall repel urine, water, and oil based materials.
K. Apply to all interior concrete floors in restroom building.

PART 3 - EXECUTION
3.1 PREPARATION
A. Remove hardware, lighting fixtures, and similar items that are not to be painted. Mask items that cannot be removed. Reinstall items in each area after painting is complete.

B. Clean and prepare surfaces in an area before beginning painting in that area. Schedule painting so clearing operations will not damage newly painted surfaces.
3.2 APPLICATION
A. Apply paints according to manufacturer's written instructions.

C. Apply stains and transparent finishes to produce surface films without color irregularity, cloudiness, holidays, lap marks, brush marks, runs, ropiness, or other imperfections. Use multiple coats to produce a smooth surface film of even luster.

3.3 EXTERIOR PAINT APPLICATION SCHEDULE
A. Concrete Masonry Units:
1. Semigloss Latex: Two coats over latex block filler: MPIEXT3.4.2A.

B. Steel:
1. Gloss, Alkyd Enamel: Two coats over rust-inhibitive primer: MPIEXT3.1D.

C. Galvanized Metal:
1. Gloss, Alkyd Enamel: Two coats over cementitious galvanized-metal primer: MPIEXT3.3B.

D. Dressed Lumber: Including architectural woodwork, siding and trim.
1. Semitransparent Stain: Two coats: MPIEXT3.6.3D.

3.4 INTERIOR PAINT APPLICATION SCHEDULE
A. Concrete Masonry Units:
1. Epoxy System (Sherwin Williams)

B. Block Filler: 5-VI Heavy Duty Acrylic Block Filler B42N46 Series, at 10 to 20 mils dry, per coat.
Intermediate coat: Sherwin-Williams B70K020211 - Waterbased Catalyzed Epoxy Semigloss.

C. Topcoat: Sherwin-Williams B70K020211 - Waterbased Catalyzed Epoxy Semigloss.
D. Steel:
1. Gloss, Alkyd Enamel: Two coats over alkyd anticorrosive primer: MPIEXT3.1E.

E. Concrete Floor:
1. Stain Resistance
a. Evonik Industries; Protectosil AQUA-TRETE 56

END OF SECTION 091100

SECTION 101400 - SIGNAGE

PART 1 - GENERAL
1.1 SECTION REQUIREMENTS
A. Submittals: Product Data, Shop Drawings, and Samples.

B. Regulatory Requirements: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.
C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA700, Article 710.0, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

PART 2 - PRODUCTS
2.1 MATERIALS
A. Acrylic Sheet: ASTM D4802, Category DA-1 (cell-cast sheet), Type DVA (UV absorbing).

B. Plastic Laminate: High-pressure laminate engraving stock with face and core in contrasting colors.
2.2 SIGNS
A. Interior Panel Signs: Matte-finished opaque acrylic with adhesively applied vinyl film copy with square-cut edges and rounded corners.

B. Finishes and Colors: As selected from manufacturer's full range.
2.3 Tactile Characters: Characters and Grade 2 Braille raised 1/32 inch above surface with contrasting colors.

3. Provide signs for restrooms mounted on the wall beside the room door.
PART 3 - EXECUTION
3.1 INSTALLATION
A. Locate signs where indicated or directed by Architect. Install signs level, plumb, and at heights indicated, with sign surfaces free from distortion and other defects in appearance.

B. Wall-Mounted Signs:
1. Mechanical Fasteners: Use nonremovable mechanical fasteners placed through predrilled holes.

END OF SECTION 101400

SECTION 102113 - TOILET COMPARTMENTS

PART 1 - GENERAL
1.1 SECTION REQUIREMENTS
A. Submittals: Product Data, Shop Drawings, and Samples.

PART 2 - PRODUCTS
2.1 TOILET COMPARTMENTS AND SCREENS
A. Available Products:

B. Biorick Washroom Equipment
3. Metpar Corp.
2.2 MATERIALS
A. Panel, Plaster, and Door Material:

1. Solid-Plastic, Polymer Resin: High-density polyethylene with homogenous color, not less than 1 inch thick, with seamless construction and eased edges.
2. Color: As selected.

B. Plaster Shoes and Sleeves (Caps): Stainless steel or solid plastic, polymer resin, not less than 3/8 inches high.
C. Brackets: Continuous.

D. Material: Clear-anodized aluminum.
2.3 FABRICATION
A. Toilet Compartments: Overhead braced and floor anchored.

B. Urinal Screens: Wall hung.
C. Solid-Plastic, Polymer-Resin Units: Provide aluminum heat-sink strips at exposed bottom edges of panels and doors.

D. Doors: Unless otherwise indicated, 24-inch-wide in-swinging doors for standard toilet compartments and 36-inch-wide out-swinging doors with a minimum 32-inch-wide clear opening for compartments indicated to be accessible to people with disabilities.

E. Door Hardware: Stainless steel. Provide units that comply with accessibility requirements of authorities having jurisdiction at compartments indicated to be accessible to people with disabilities.
1. Hinges: Self-closing type, adjustable to hold door open at any angle up to 90 degrees.

2. Latches and Keepers: Surface-mounted unit designed for emergency access and with combination rubber-faced door strike and keeper.
3. Coat Hook: Combination hook and rubber-tipped bumper, sized to prevent door from hitting compartment-mounted accessories.

4. Door Bumper: Rubber-tipped bumpers at out-swinging doors or entrance screen doors.
5. Door Pull: Provide at out-swinging doors. Provide units on both sides of doors at compartments indicated to be accessible to people with disabilities.

PART 3 - EXECUTION
3.1 INSTALLATION
A. Install units rigid, straight, level, and plumb, with not more than 1/2 inch between pilasters and panels and not more than 1 inch between panels and walls. Provide brackets, plaster shoes, tracing, and other components required for a complete installation. Use theft-resistant exposed fasteners finished to match hardware. Use sleeve nuts for through-bolt applications.

1. Strrup Brackets: Align brackets at pilasters with brackets at walls. Locate wall brackets so holes for wall anchors occur in masonry or tie joints.
2. Set hinges on in-swinging doors to hold open approximately 30 degrees from closed position when unlatched. Set hinges on out-swinging doors and swing doors in entrance screens to return to fully closed position.

END OF SECTION 102113

SECTION 102800 - TOILET, BATH, AND LAUNDRY ACCESSORIES

PART 1 - GENERAL
1.1 SECTION REQUIREMENTS
A. Submittals: Product Data.

PART 2 - PRODUCTS
2.1 MATERIALS
A. Stainless Steel: ASTM A304, No. 4 Finish (satin), 0.0312-inch minimum nominal thickness unless otherwise indicated.

B. Brass: ASTM B360, ASTM B361, or ASTM B362.
C. Aluminum: ASTM B221, Alloy 6063-T6 or 6463-T6.

D. Sheet Steel: ASTM A1009/A1009M, 0.0399-inch minimum nominal thickness.
E. Galvanized-Steel Sheet: ASTM A153/A153M, G60.

F. Chromium Plating: ASTM B486, service condition Number 5C12 (moderate service).
G. Baked-Enamel Finish: Factory-applied, gloss-white, baked-acrylic-enamel coating.

H. Tempered Glass: ASTM C1046, Kind III (fully tempered).
I. Mirrors: ASTM C1150, Mirror Glazing Quality, clear-glass mirrors, nominal 6.0 mm thick, galvanized-steel mounting devices: ASTM A193/A193M, hot-dip galvanized after fabrication.

J. Fasteners: Screws, bolts, and other devices of same material as accessory unit, tamper and theft resistant when exposed, and of galvanized steel when concealed.
K. Keys: Provide universal keys for internal access to accessories for servicing and resupplying. Provide minimum of six keys to Owner's representative.

2.2 TOILET AND BATH ACCESSORIES
A. Available Manufacturers:
1. Bradley Corp

B. Paper Towel Dispenser: by owners Vendor
C. Toilet Tissue Dispenser: by owners Vendor

D. Waste Receptacle: by owner
E. Liquid-Soap Dispenser: by owners Vendor

F. Grab Bars
1. Basis-of-Design Product: 812
2. Material: Stainless steel, 0.050 inch thick.

3. Mounting: Concealed.
4. Gripping Surfaces: Slip-resistant texture.
5. Outside Diameter: 1-1/2 inches for heavy-duty applications.

6. Sanitary Napkin Disposal Unit: by owners Vendor
H. Seat-Cover Dispenser by owners Vendor

I. Mirror Unit:
1. Basis-of-Design Product: 701-1036
2. Frame: Stainless-steel channel.

J. Warm-Air Dryer:
1. Basis-of-Design Product: 2822-2073
2. Type: Electronic-sensor activated.

3. Mounting: Surface.
4. Material: steel, with white enamel finish.
K. Baby Changing Station:
1. Basis-of-Design Product: 4632

2. Mounting: Surface.
L. Material: Molded Plastic
L. Underlatory Guard: See MEP drawings

1. Description: Insulating pipe coverings for supply and drain piping assemblies, which prevent direct contact with and burns from piping, and allow service access without removing coverings.
2. Material and Finish: Antimicrobial, molded plastic, white.

PART 3 - EXECUTION
3.1 INSTALLATION
A. Install accessories using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.

1. Install grab bars to withstand a downward load of at least 250 lbf, when tested according to method in ASTM F1446.
B. Adjust accessories for unobstructed, smooth operation and verify that mechanisms function properly. Replace damaged or defective items. Remove temporary labels and protective coatings.

END OF SECTION 102800

JOB NUMBER 15049
ISSUE DATE 6/14/2016
REVISIONS

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Professional seal for John E. Freshnock, Architect, Missouri Certificate of Authority #2002021706, dated 6/14/2016.

PARKVILLE ENGLISH LANDING RESTROOM
CITY OF PARKVILLE, MO
110 Armour Road North Kansas City, Missouri 64116 Tel. 816.300.4101 Fax 816.300.4102

Williams Spurgeon Kuhl & Freshnock Architects, Inc. Missouri Certificate of Authority #2003011262

SPECIFICATIONS A5.02

BID TABULATION

ELP Restroom Rehabilitation
July 14, 2016 – 10:05 a.m.
Public Works Conference Room

Bidder	Plumbing	Carpentry	Electrical	Site Construction	Alternative 1 (Water Fountain)	Alternative 2 (Tnemec Flooring)
R.L. Phillips Construction (Raymore, MO)	\$38,000	\$30,000	\$7,000	\$17,000	\$8,500	\$9,000
Merrill Industrial Electric (Independence, MO)			\$1,954			

CITY OF PARKVILLE Policy Report

Date: July 18, 2016

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Tim Blakeslee
Assistant to the City Administrator

ISSUE:

Approve a work authorization to repair the blower at the Wastewater Treatment Facility.

BACKGROUND:

The Wastewater Treatment Facility (WWTF) includes two aeration basins that are used to treat sewage. Oxygen is introduced into the system to encourage the growth of microorganisms and maintain the dissolved oxygen and ammonia levels. Two blowers are used in the treatment process, with one blower used at a time to treat both basins. The blowers are alternated into service to extend the service life of each blower.

One of the blowers stopped working and needs to be either repaired or replaced. As a result, the WWTF is currently operating on a single blower. Although the WWTF can operate on a single blower, it cannot continue long-term. There is a risk that the existing blower will fail, causing sewage to not be properly processed.

Staff contacted Mid-America Pump and FTC Equipment to obtain quotes for the repair of the blower. The quotes are estimates, since the contractors cannot fully evaluate the extent of the damage until they begin working on the blower. Since the estimated amount of the repair was high, both contractors provided quotes for replacement of the blower to compare pricing.

	<u>Repair of Blower</u>	<u>Replacement of Blower</u>
Mid-America Pump	\$5,802.97	\$8,031.48
FTC Equipment	\$5,271.00	\$7,332.00

Since Mid-America Pump has the City's preventative maintenance contract, the City reached out to them first for a quote. However, because this work is not related to the pumps, city staff did not feel obligated to use their quote exclusively. FTC provided the lowest quote related to both repair and replacement. In an effort to be budget conscientious, staff recommends the repair over the replacement.

BUDGET IMPACT:

The 2016 budget includes \$12,000 in the Building Maintenance and Repair line item of the Sewer Fund. There have been several unbudgeted expenses associated with the Building Maintenance so far this year. To date, \$34,915.80 has been spent for items related to building maintenance. The majority of this expense was related to the repair of water service line to the sewer plant. Staff anticipates additional expenses in the Building Maintenance and Repair line item for the (1) stabilization to the creek bank at the entrance to the WWTF and (2) repair to the breached levee adjacent to the creek.

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The Maintenance expense category has some capacity to handle this expense. There are three areas where staff projections are under budget, they are (1) Vehicle Gas and Oil, (2) Pump Station Maintenance, and (3) Equipment Gas and Oil.

The quote provided by FTC Equipment for the repair is \$5,271.00. This is an estimate, and does not include freight and installation. Based on previous experience, staff estimates that the total freight and installation fee would be about \$500. The contractor will not know the extent of the damage until the equipment can be complete assessed. With the estimate for the freight and installation, the charge for the blower repair would be approximately \$5,771.00.

The quote provided by FTC Equipment for a replacement blower is \$7,332.00, with estimated freight and installation the cost would be \$7,832.00. A new blower includes a 5-year warranty.

ALTERNATIVES:

1. Approve the work authorization with FTC Equipment for the blower repair in an estimated amount of \$5,771.00.
2. Approve the work authorization with FTC Equipment for the blower replacement in the amount of \$7,832.00.
3. Provide alternative direction to staff.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends the approval of the work authorization with FTC Equipment for the blower repair in the estimate amount of \$5,771.00.

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 work authorization with FTC Equipment for the blower repair at the Wastewater Treatment Facility in the amount of \$5,771.

ATTACHMENTS:

1. Quote from FTC Equipment – Blower Repair
2. Quote from FTC Equipment – Blower Replacement
3. FTC Work Authorization

FTC Equipment, LLC

5238 Winner Road
 Kansas City, MO 64127

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

Quote

Date	Estimate #
7/11/2016	8622

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

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

Terms	Rep	FOB	FTC Job #
Net 30	LH	Factory	160345

Qty	U/M	Item	Description	Rate	TOTAL
			Facility: WWTP Location: Blower Room Work Scope: Rebuild RBS Blower. Pull the blower and bring back to shop for a general rebuild estimate. Rebuild price is based on general rebuild parts and if we require additional parts upon inspection, the quote is subject to change. We will inform you of any price changes prior to proceeding with any work.		
1	EA	Job Supplies	Rebuild Blower	3,741.00	3,741.00
1	HR	Labor-MO-LH	Labor-MO- Pull Pump	665.00	665.00
1	HR	Labor-MO-LH	Labor-MO- Install Pump	665.00	665.00
1		MLS	Materials, Lubes, Solvents & Supplies	50.00	50.00
1		Truck	Service Truck Charge	150.00	150.00

We appreciate the opportunity to be of service to you! TERMS AND CONDITIONS: Terms are net 30 days. Accounts not paid within terms are subject to a 1.5% service charge per month. Prices quoted are valid for 30 days from the date of this quote. Prices do not include any applicable taxes or freight charges. Freight is FOB factory. A convenience fee of 4% will be added to all credit card transactions.	Subtotal	\$5,271.00
	Sales Tax (8.35%)	\$0.00
	TOTAL	\$5,271.00

FTC Equipment, LLC

5238 Winner Road
 Kansas City, MO 64127

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

Quote

Date	Estimate #
7/11/2016	8623

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

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

Terms	Rep	FOB	FTC Job #
Net 30	LH	Factory	160345

Qty	U/M	Item	Description	Rate	TOTAL
			Facility: WWTP Location: Blower Room Work Scope: Replace existing blower with a replacement blower.		
1	EA	Job Supplies	Replacement Blower	6,632.00	6,632.00
1	HR	Labor-MO-LH	Labor-MO- Install Pump	500.00	500.00
1		MLS	Materials, Lubes, Solvents & Supplies	50.00	50.00
1		Truck	Service Truck Charge	150.00	150.00

We appreciate the opportunity to be of service to you! TERMS AND CONDITIONS: Terms are net 30 days. Accounts not paid within terms are subject to a 1.5% service charge per month. Prices quoted are valid for 30 days from the date of this quote. Prices do not include any applicable taxes or freight charges. Freight is FOB factory. A convenience fee of 4% will be added to all credit card transactions.	Subtotal	\$7,332.00
	Sales Tax (8.35%)	\$0.00
	TOTAL	\$7,332.00



Work Authorization #4

Date: July 20, 2016
 Issued to: FTC Equipment, LLC
 5238 Winner Road
 Kansas City, MO 64127

Project/Work Description: WWTP
 Title: Blower Repair
 Scope of Work/Purpose: Rebuild RBS Blower. Pull the blower and bring back to the shop for a general rebuild. Estimate rebuild price is based on general rebuild parts and if additional parts are required upon inspection. The quote is subject to change with prior authorization of proceeding.

Schedule and Price
 Rebuild Blower - \$3,741.00
 1 Hr Labor - Pull Pump \$665.00
 1 Hr Labor – Install Pump \$665.00
 Materials, Lubes, Solvents & Supplies - \$50.00
 1 Service Truck - \$150.00
 Estimated freight and installation - \$500.00

Project Start Date: July 20, 2016
 Estimated Completion Date: July 30, 2016
 Latest Acceptable Date: July 30, 2016
 Estimated Cost: \$5,771.00
 Expenditure Limit: \$5,771.00
 Budget Account Code: 30-501.06-01-00

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

Name/Title: _____ Signature: _____
 Company: FTC Equipment, LLC Date: _____

Authorization
 Department Head: _____ Date: _____
 Alysen Abel, Public Works Director

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

For Internal Staff Use Only

(initial each item and file with executed work authorization)

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

Certificate of Insurance that demonstrates compliance with the Terms and Conditions

Valid business license

CITY OF PARKVILLE Policy Report

Date: July 20, 2016

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Lauren Palmer
City Administrator

ISSUE:

Authorize the City Administrator to approve a change order with Gunter Construction for improvements to the Route 9 downtown markers.

BACKGROUND:

On April 16, 2013, the Board of Aldermen approved a program agreement with the Missouri Department of Transportation (MODOT) for a transportation enhancement grant for improvements along Route 9. In general, the project involves sidewalks, street lighting, landscaping, and signage improvements from the White Alloe Bridge to the city limits, primarily. The original project bids far exceeded the budget and engineer's estimate. On July 21, 2015, the Board rejected all bids and directed staff to work with the design consultant to prepare options for rebidding the project. On August 18, 2015, the Board authorized staff to rebid the project with various changes, including the following related to the downtown entryway markers planned for installation near the east side of the White Aloe Creek Bridge:

- List the downtown markers as a bid alternate.
- Simplify lighting for downtown markers and include as an alternate.
- Pin mount letters to the downtown markers (remove blue metal backing).

On October 20, 2015, the Board of Aldermen approved a construction agreement with Gunter Construction in the amount of \$154,670 for the base bid of the project. Due to cost constraints, the City rejected all bid alternates including the downtown entryway markers. Following the execution of the agreement, community partners approached the Mayor and City Administrator and encouraged seeking private donations to add the downtown markers back into the project. The total funding required to reinstate this element of the project was \$31,360. This price was based on the second bid package with the value engineering described above including lighting. Donations were secured from the following partners.

Donor	Amount Donated
Main Street Parkville Association	\$5,000
Parkville Area Chamber of Commerce	\$5,000
Friends of Parkville Parks	\$5,000
Michael & Susan Newburger Foundation	\$5,000
Parkville Old Towne Community Improvement District	\$11,360

On December 1, 2015, the Board of Aldermen approved the supplemental construction contract with Gunter Construction in the amount of \$31,360 for the downtown entryway markers.

Staff was aware that the blue metal background was eliminated from the project plans as part of the value engineering. However, staff assumed that the pin mounted letters would be black to

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contrast with the masonry stone. This was apparently not the intent of the design team, and the brushed aluminum lettering was specified in the plans. When the markers were constructed, the brushed aluminum lettering was installed according to the information provided in the plans. Once the lettering was installed, it became apparent that the brushed aluminum lettering does not have enough contrast with the masonry stone, making the letters blend in.

Staff contacted Gunter Construction to get options related to the lettering and background. There are three options available for the signage:

Option	Description	Cost
Option 1	Remove the existing powder coated aluminum letters and replace with painted black letters.	\$1,466.00
Option 2	Remove existing aluminum letters. Grind high points on existing cast stone. Install 1/8" thick powder coated blue metal plate background. (The plate will not be flush against the stone and there will be gaps along the edges.) Install existing aluminum letters.	\$1,713.50
Option 3	Remove existing aluminum letters. Cut and remove existing cast stone on marker in location of metal plates. Install existing aluminum letters on top of blue metal plate background. (There will be no gaps around the edges and the border will have a polished look.) Cast stone pieces will be placed around the edges of the blue metal plates, with a 3" thick framing around the background.	\$5,521.50

Although Option 3 would be most consistent with the original design concept for the Downtown Markers, the cost is more than the other two options. Option 1 or Option 2 would provide suitable alternatives, at a lower cost. Option 1 would be similar to the lettering on the Entryway sign, as shown in Attachment 2. Option 2 would allow the contrast between the blue background and aluminum lettering.

BUDGET IMPACT:

All project funds are committed and there are not additional funds available for this expense. Since this is already a designated Fewson Fund project, staff recommends utilizing available interest earning proceeds from the Fewson Fund for this unanticipated expense. Up to \$2,206.50 is available from the 2015 distribution. On July 20, 2016, the Fewson Fund Managers Committee authorized using the funds for this purpose subject to review and approval by the Finance Committee. If the Finance Committee directs staff to implement Option 3, the overage could be covered from General Fund reserves, or staff could request additional assistance from the donors.

ALTERNATIVES:

1. Approve a change order with Gunter Construction for the installation of a blue metal plate on the downtown markers, as outlined in Option 2.
2. Approve a change order with Gunter Construction for the painting of the existing lettering on the downtown markers, as outlined in Option 1.
3. Approve a change order with Gunter Construction for the installation of the blue metal plate and modifications to the stonework on the downtown markers, as outlined in Option 3.
4. Provide alternative direction to staff.
5. Postpone the item.

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STAFF RECOMMENDATION:

Staff recommends the approval of a change order with Gunter Construction for the installation of the blue metal plate on the downtown markers, as outlined in Option 2.

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 authorize the City Administrator to approve Change Order No. 1 with Gunter Construction for the improvements to the Route 9 downtown markers in the amount of \$1,713.50.

ATTACHMENTS:

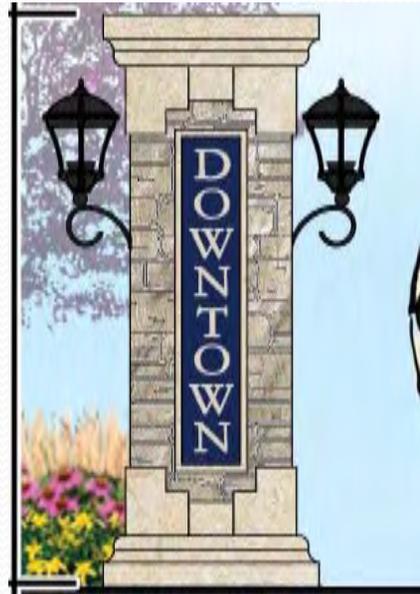
1. Picture of Downtown Markers – aluminum lettering
2. Picture of Entryway Sign – black lettering
3. Original Design Rendering
4. Current Project Budget
5. Gunter Change Order

Downtown Marker



Entryway Sign





Route 9 Downtown Entryway Project Budget

Revenues	ORIGINAL BUDGET		REVISED BUDGET	
Local Cash (eligible costs)				
General Fund (10)	\$ 4,400.00		\$ 4,352.38	
Projects Fund (95)	\$ 5,600.00		\$ 5,825.00	
Magellan Escrow	\$ 35,000.00		\$ 35,000.00	
		\$ 45,000.00		\$ 45,177.38
Local Cash (other)				
General Fund (10)	\$ 4,159.27		\$ 5,841.22	
Fewson Fund (45)	\$ 17,500.00		\$ 17,500.00	
Private Donations			\$ 31,360.00	
Projects Fund (95)	\$ 9,175.00		\$ 9,175.00	
Subtotal - Local Cash		\$ 30,834.27		\$ 63,876.22
Federal - TE Grant	\$ 135,000.00	\$ 135,000.00	\$ 135,000.00	\$ 135,000.00
TOTAL REVENUES		\$ 210,834.27		\$ 244,053.60
Expenses				
Ineligible Costs				
design	\$ 26,434.27		\$ 26,434.27	
site survey	\$ 3,725.00		\$ 3,725.00	
downtown markers			\$ 32,902.99	
bid notice	\$ -		\$ 138.96	
MARC administration fee	\$ 675.00		\$ 675.00	
Subtotal - ineligible costs		\$ 30,834.27		\$ 63,876.22
Participating Costs				
sidewalk	\$ 9,639.00		\$ 5,550.00	
banners & banner brackets	\$ 19,800.00		\$ 8,088.00	
entryway sign	\$ 55,570.00		\$ 94,711.00	
downtown marker(s)	\$ 24,000.00		\$ -	
landscaping and irrigation	\$ 25,385.00		\$ 1,500.00	
construction administration	\$ 25,507.38		\$ 25,507.38	
demolition and excavation	\$ 3,640.00		\$ 20,452.00	
mobilization and bidding	\$ 2,400.00		\$ 19,250.00	
miscellaneous	\$ -		\$ 5,119.00	
contingency	\$ 14,058.62		\$ -	
Subtotal - Participating Costs		\$ 180,000.00		\$ 180,177.38
TOTAL EXPENSES		\$ 210,834.27		\$ 244,053.60
Over/(under)		\$ -		\$ -

CHANGE ORDER

PROJECT (*Name and address*):
Route 9 Downtown Entry Markers

CHANGE ORDER NUMBER: (1)
DATE: 7/25/16

TO CONTRACTOR (*Name and Address*):
Gunter Construction Company
520 Division Street
Kansas City, MO 66103

PROJECT NO.:
CONTRACT DATE: 12/1/15

THE CONTRACTOR IS CHANGED AS FOLLOWS:

The original Contract Sum was	\$ 31,360.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 31,360.00
The Contract Sum will be increased/ decreased by this Change Order in the amount of	\$ 1,713.50
The new Contract Sum including this Change Order will be	\$ 33,073.50

ADD THE FOLLOWING WORK:

Perform the following work on the two Downtown Entryway Columns:

- Remove existing aluminum letter.
- Grind high points on existing stone.
- Install blue metal plate on top of existing stone.
- Install existing aluminum letters.

The Contract Time will be increased by Sixty (60) days.

The date of Substantial Completion as of the date of this Change Order therefore is 8/11/16

This Change Order represents a complete and final resolution of all matters concerning or arising out of the work described in the Change Order, including any impact, delay, disruption and/or acceleration of work unless specifically identified herein. **NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.**

Gunter Construction Company
CONTRACTOR (*Firm name*)
520 Division Street
Kansas City, MO 66103

City of Parkville
OWNER (*Firm Name*)
8880 Clark Avenue
Parkville, MO 64152

ADDRESS

ADDRESS

BY (*Signature*)

BY (*Signature*)

Christina Gunter
(Typed name)

Lauren Palmer
(Typed name)

DATE

DATE