



Finance Committee Agenda

September 12, 2016

8:00 AM

Board Conference Room, 1st Floor, City Hall

1. Call to Order

2. Financial Updates

3. Action Items

- A. Approve the minutes from the August 29, 2016, meeting
- B. Approve an engagement with Joe Bednar of the Spencer Fane law firm to represent Platte County customers in the Office of the Public Counsel appeal of the Missouri Public Service Commission rate determination for Missouri American Water Company (Administration)
- C. Approve an employee recognition gift in accordance with the Miscellaneous Expense Authorization and Reimbursement Policy (Administration)
- D. Approve a purchase order for the rental of waste collection containers from Metro Rolloff Container Services for the 2016 Fall Cleanup event (Public Works)
- E. Approve Work Authorization No. 2 with Arbor Masters for removal of hazardous trees at 13th and Main streets and approve a tree removal agreement with the homeowners at 1206 Main Street (Public Works)
- F. Approve Work Authorization No. 64 with North Hills Engineering for design and project management of the 45 Highway pump station reconstruction project (Public Works)
- G. Approve two change orders with Full Nelson Plumbing for plumbing work for the English Landing restroom rehabilitation (Public Works)

4. Non-Action Items

5. Unfinished Business (postponed from prior meetings)

6. Other Business

- A. September 26th meeting cancelled

7. Adjourn



Finance Committee Meeting
August 29, 2016 – 8:00 a.m.
Executive Chambers – Board Room

Minutes

1. CALL TO ORDER

Vice Chair Rittman called the meeting to order at 8:02 a.m. A quorum was present.

- **Members Present:** Vice Chair Dave Rittman, Nan Johnston, Diane Driver and Robert Lock
- **Other Aldermen Present:** Jim Werner and Greg Plumb
- **City Staff Present:** City Administrator Lauren Palmer, Community Development Director Stephen Lachky, Finance/Human Resources Director Matthew Chapman, Police Chief Kevin L. Chrisman, Assistant to the City Administrator Tim Blakeslee and City Clerk Melissa McChesney

2. FINANCIAL UPDATES

3. CONSENT ITEMS

- A. Approve the minutes from the August 8, 2016, meeting
- B. Approve the Semi-Annual Financial Report for the first half of 2016 and direct City Administration to publish
- C. Declare the 1997 Jeep Cherokee as surplus equipment and auction it through KCI Auto Auction
- D. Approve a construction agreement with Twin Traffic Marking Corp. for the 2016 Pavement Marking Program
- E. Approve an increase in expenditure authority for Cunningham, Vogel & Rost, P.C. for special legal counsel services related to telecommunications and cell phone towers

Diane Driver moved to approve the consent agenda as presented. Robert Lock seconded; motion passed 4-0.

4. ACTION ITEMS

- A. Amend the professional services agreement with the Platte County Citizen for newsletter creation, publishing and mailing services

City Clerk Melissa McChesney stated that the Board of Aldermen approved a contract with the Platte County Citizen in September 2015 for the fall newsletter which was renewed for one year through December 31, 2015. As part of the agreement, the newsletter would be supported entirely by advertisements. Citizen staff approached the City and requested help to cover postage because it had trouble receiving money from a few of the advertisers for the past newsletters. McChesney stated that, due to the late notice and additional burden, staff recommended covering a portion of the postage.

The Committee discussed the importance of the newsletter and other options for publication, including checking with the organization that did the Riss Lake Magazine; staff noted that that the organization required a monetary advertising guarantee. Discussion focused on the collection of payments by the Citizen and how it should be changed in the future to prevent non-payment of invoices. Alderman Lock noted that the Platte County Citizen signed a contract and the City should not have to make a concession on their behalf.

Driver moved to amend the professional services agreement with The Platte County Citizen for newsletter creation, publishing, and mailing services and authorize the expenditure of up to the total cost of postage if needed to cover a portion of the postage for the fall 2016 newsletter. Nan Johnston seconded; motion passed 3-1 (Lock opposed).

B. Approve the selection of Nationwide Payment Solutions/Municipay to provide credit and debit card processing for City Hall and the Parkville Municipal Court

Assistant to the City Administrator Tim Blakeslee stated that the City started accepting credit and debit card payments in 2014 for administrative fees and sewer payments, and had previously for court payments. The City was charged processing fees and collected a convenience fee for administrative purchases. Blakeslee added that over the years fees were added and rates grew and quality customer service through TSYS declined, which led staff to determine a vendor change was warranted. The recommended vendor provided lower effective rates, estimated at \$2,200 per year for processing, the payment gateway was easier to use, the convenience fee model was simplified – the current tiered structure would change to a \$3.00 fee or 2.45 percent, whichever was higher, – security reporting would no longer be the City’s responsibility and the vendor was preparing for the EMV chip switch in the future. Blakeslee noted that staff looked into other options but they were more limited than the current vendor.

Driver moved to recommend that the Board of Alderman approve the selection of Nationwide Payment Solutions/Municipay to provide credit and debit card processing for City Hall and the Parkville Municipal Court and approve a resolution revising credit card convenience fees in the Schedule of Fees. Lock seconded; motion passed 4-0.

C. Approve a professional services agreement with TekCollect for a pilot project to collect delinquent account balances owed by sewer customers

Finance/Human Resources Director Matthew Chapman said that in November 2012 the City took over sewer billing and collection and a significant portion of the billing clerk’s time was dedicated to collecting from customers with past due accounts. He added that a portion of the past due accounts were still collectible but staff had exhausted all its resources. A portion of the delinquent accounts would be assigned to a sewer collection company and staff identified 38 accounts that were ready to be submitted. The agreement would be for a six month trial period and staff would evaluate if it was providing a value to the City. If the consensus was to continue staff would commence with a request for proposals to help competitively choose an agency to collect delinquent sewer account balances.

Driver moved to recommend that the Board of Aldermen approve a professional services agreement with TekCollect for the collection of delinquent sewer account funds due. Lock seconded; motion passed 4-0.

D. Approve Work Authorization No. 1 with Arbor Masters for tree trimming in the Parkville Nature Sanctuary and Sullivan Nature Sanctuary

Assistant to the City Administrator Tim Blakeslee stated that staff identified several hazardous trees in the Parkville Nature Sanctuary and Sullivan Nature Sanctuary that were split into two priority categories. The first priority, totaling \$2,640, identified the hazards that needed to be removed immediately and the second priority, totaling \$1,120, identified future hazards that needed to be removed in six months to one year. Blakeslee added that there was room in the budget to also remove the second priority trees. The Finance Committee had a discussion about whether to approve one priority or both priorities.

Driver moved to approve Work Authorization No. 1 with Arbor Masters for tree trimming in the Parkville Nature Sanctuary and Sullivan Nature Sanctuary for priority 1 and priority 2 trees in the amount of \$3,760. Lock seconded; motion passed 4-0.

E. Items related to the English Landing Restroom Rehabilitation

- 1. Approve a construction agreement with Across the Board Contracting, LLC for carpentry work**
- 2. Approve a construction agreement with Full Nelson Plumbing, Inc. for plumbing work**

3. Approve a construction agreement with Action Concrete Const. for site construction work

Assistant to the City Administrator Tim Blakeslee explained that the bids submitted in 2015 for the restroom project were over budget and the Board approved moving forward with a rehabilitation of the restrooms in a tiered plan. Only one of the bids received for the rehabilitation project met the specifications in the bid documents and the Finance Committee approved an agreement for electrical work with Merrill Industrial Electric. The Board authorized staff to obtain three quotes for the remaining work that included plumbing, carpentry and site construction. The total cost of the rehabilitation project, including electrical, was \$48,420.52 which was within the estimate for the first tier of work.

Driver moved to recommend that the Board of Aldermen approve a construction agreement with Across the Board Contracting, LLC in the amount of \$19,189.92 for the carpentry work and Tnemec flooring installation and approve a construction agreement with Full Nelson Plumbing in the amount of \$19,800.60 for the plumbing work and installation of the ADA drinking fountain with a dog bowl; and approve a construction agreement with Action Concrete in the amount of \$7,480 for site construction work for the English Landing Restroom rehabilitation. Lock seconded; motions passed 4-0.

F. Approve Work Authorization No. 62 with North Hills Engineering for evaluation and mapping of the City's sanitary sewer system

City Administrator Lauren Palmer said that the maps used to locate sewers were completed in 2006 and needed to be updated. She noted that the City did not have its own geographic information system (GIS) so staff relied on Platte County and the Mid-America Regional Council for the underlying data layers. Palmer said that Community Development Director Stephen Lachky reached out to a partner to evaluate options. The work authorization would update the hard copy maps and the information could be imported into a future GIS system. Greg Plumb recommended contacting Park University.

Driver moved to approve Work Authorization No. 62 with North Hills Engineering for sewer evaluation and mapping in the amount of \$6,450. Lock seconded; motion passed 4-0.

G. Approve a work authorization with Blue Valley Laboratories for the repair of the aerator in the Parkville Athletic Complex retention pond

City Administrator Lauren Palmer explained that the work authorization was related to dredging the retention pond behind the Parkville Athletic Complex. The City partnered with QuikTrip for a maintenance project to serve the additional drainage needs and the City would provide maintenance. Palmer said that the aerator in the retention pond needed to be replaced and the process was more complex than City staff could handle. Staff had a hard time obtaining three quotes because only one contractor was able to do the work. The cost included labor and a new screen.

Driver moved to approve a work authorization with Blue Valley Laboratories for the installation of the aerator in the Parkville Athletic Complex pond in the amount of \$2,635. Lock seconded; motion passed 4-0.

5. NON-ACTION ITEMS

A. Quarterly Projects Update

City Administrator Lauren Palmer stated that the parks building façade project was the only remaining project from prior years and was close to being finished.

B. NID Financing Strategy and 2017 Budget Preview

City Administrator Lauren Palmer said the strategy preview was the foundation for starting the 2017 budget and would be covered during the work sessions in October and November. The first chart was discussed in 2015 and provided a game plan to cover the delinquencies and

demonstrated to the community that there was a financing strategy in place. The charts were based on the assumption that the assessments received would remain the same in future years, savings that were captured in the 2006 Certificates of Participation refunding that occurred in 2015, and the temporary levy being renewed when it expired in 2025.

Palmer noted that the chart presented in 2015 regarding the Emergency Reserve Fund showed a balance of close to zero but an error was fixed in the chart presented. The General Fund shows a deficit in 2020; however, staff was working to refine the numbers for the 2017 budget. She added that the chart for Route 9 was provided for clarity to show that there would be capacity from the community improvement district sales tax money to cover the City's portion of the improvements.

Robert Lock left the meeting at 9:13 a.m.

6. OTHER BUSINESS

7. ADJOURNMENT

Driver moved to adjourn the meeting at 9:14 a.m. Johnston seconded; motion passed 3-0. Vice Chair Rittman declared the meeting adjourned at 9:14 a.m.

Submitted by:

Melissa McChesney
City Clerk

Approval Date

CITY OF PARKVILLE Policy Report

Date: September 7, 2016

Prepared By:
Lauren Palmer
City Administrator

Reviewed By:
Melissa McChesney
City Clerk

ISSUE:

Approve a request for an employee recognition gift in accordance with the Miscellaneous Expense Authorization and Reimbursement Policy.

BACKGROUND:

City policy states that the mayor and city administrator are authorized to purchase gifts of a non-intrinsic or nominal value for a direct city business related purpose in accordance with all applicable terms of the Purchasing Policy. Examples of permissible gifts include, but are not limited to, parting gifts for elected officials upon completion of service, retirement gifts for city employees, and floral arrangements upon the death of a significant community partner or city employee. Gifts are capped at \$100 unless submitted to the Finance Committee for approval. At the meeting on September 12, staff will provide additional information and request authority for a special gift in the amount of \$350.

BUDGET IMPACT:

There are adequate funds budgeted in the administration division of the General Fund for this purchase.

ALTERNATIVES:

1. Approve the gift in the amount of \$350.
2. Do not approve the gift.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approval of an employee recognition gift in the amount of \$350.

POLICY:

Per the Purchasing Policy, Resolution No. 10-02-14, the city administrator may approve purchases up to \$2,500. However, the Miscellaneous Expense Authorization and Reimbursement Policy limits gifts for a direct city business related purpose to \$100 unless a higher amount is approved by the Finance Committee.

SUGGESTED MOTION:

I move to approve the employee recognition gift in the amount of \$350 as recommended by staff.

ATTACHMENT:

1. Policy No. 100-04: Miscellaneous Expense Authorization and Reimbursement Policy

CITY OF PARKVILLE, MISSOURI

Policy Title:	Miscellaneous Expense Authorization and Reimbursement Policy		
Policy Number:	100-04	Category:	Board
Effective Date:	April 7, 2015 Resolution No. 04-01-15	Updates:	

INTRODUCTION

The purpose of this policy is to establish, ensure accountability, and outline proper record-keeping and approval levels for reimbursement of miscellaneous expenses, including non-intrinsic memento-type gifts, other gifts of a minor nature, flowers, and City business-related meals involving non-City employees.

POLICIES

1. The Mayor and City Administrator are authorized to purchase gifts of a non-intrinsic or nominal value not to exceed \$100 for a direct city business related purpose in accordance with all applicable terms of the Purchasing Policy (Resolution No. 10-02-14, as may be amended from time to time). Examples of permissible gifts include, but are not limited to, the following:
 - a. City sponsored promotional items that clearly reflect the City logo.
 - b. Host gift or memento for a volunteer guest speaker at a City organized event.
 - c. Parting gifts for elected officials and volunteer board and committee members upon completion of service.
 - d. Parting gifts for employees upon retirement from the City.
 - e. Floral arrangements in the name of the City upon the death of a family member of a significant community partner, City employee, or volunteer.
2. The following are examples of inappropriate gifts that are not permissible for purchase with City funds:
 - a. Gifts to employees or other community volunteers or others for weddings, births, birthdays, etc.
 - b. Parting gifts for employees for separation other than retirement.
 - c. Employee recognition outside of authorized employee recognition programs established in the Personnel Manual.
 - d. Illness and hospitalization gifts.

3. Department Head and higher employees and elected officials may expense to the City moderate meal costs with non-City vendors, new hire applicant prospects, developers, and other community personnel that serve legitimate city business interests. To the extent possible, business appointments should not be scheduled during meal times. However, business meetings during meal times are permissible when needed to address scheduling conflicts or to achieve a more informal setting for a business purpose. Such meetings should be infrequent and, to the extent possible, conducted at businesses within the corporate city limits of Parkville. Meal guidelines of \$30 per person for lunch and \$50 per person for dinner (including tax and a reasonable tip) are established, and may be amended by the Board from time to time to reflect current costs for moderate, but quality meals within the local area. Exceptions should be cleared in advance with the next higher approving authority. If multiple city officials participate in a meal, the most senior official should handle the payment and submit documentation for reimbursement. Employees and elected officials are reminded to act in accordance with Chapter 107 of the Parkville Municipal Code (Code of Ethics), as may be amended from time to time, and to avoid any situation that would give the appearance of personal gain or damage public confidence in the integrity of the city government.
4. Elected officials and employees may seek reimbursement for eligible expenses under this policy by submitting proper documentation to the City Administrator in accordance with Section 7 of the Personnel Manual regarding expense reporting, as may be amended from time to time.
5. Expenses under this policy must be limited to the funds appropriated by the Board of Aldermen on an annual basis for that purpose. Elected officials are encouraged to consult with the City Administrator in advance to determine that adequate funding is available for any planned expense. The City Administrator is responsible to monitor spending and to periodically report to the Finance Committee if spending adjustments are necessary to keep expenses within authorized levels.
6. Alcohol is not eligible for reimbursement with city funds. This restriction does not apply to sealed containers that are proffered as gifts.
7. This policy is not intended to regulate purchases and reimbursements for lodging, mileage, per diem and other travel expenses for elected officials for city business-related professional development and other travel. Such expenses shall be handled in the same manner as for employees in accordance with Section 7 of the Personnel Manual regarding expense reporting, as may be amended from time to time.
8. Expenses outside the policies established herein should be submitted to the Finance Committee for approval.

CITY OF PARKVILLE Policy Report

Date: Tuesday, September 6, 2016

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Lauren Palmer
City Administrator

ISSUE:

Approve a purchase order for the rental of waste collection containers from Metro Rolloff Container Services for the 2016 Fall Cleanup event.

BACKGROUND:

Trash and recycling containers are used to collect household debris during the spring and fall cleanup events, as well as the recycling events. The waste containers are also used during the curbside pickup that is offered as part of the fall cleanup.

The Fall Cleanup Event will be held on Saturday, October 8, 2016. Furthermore, the curbside pickup will be held on Monday, October 10th and the Yard Waste Drop-Off will be held from Monday, October 8th to Friday, November 4th.

On February 8, 2016, the Finance Committee approved a lease agreement with Damon Pursell Construction as the location to host the event. The containers will also be used for the Fall Cleanup Event and Curbside Pickup. Trash and recycling dumpsters are used to collect household debris during the event. Based on past experience, the City plans to provide 10 containers for waste collection.

In fall 2015, in preparation for the 2015 fall clean-up event and curbside pickup, the City received quotes from three waste collection vendors. In order to compare the quotes equally, staff considered the cost of the event with ten containers, with an average of 5 tons of waste per container.

The quotes were as follows:

1. Deffenbaugh Industries:
 - \$285 base fee per container
 - \$100 delivery fee per container
 - \$30 per ton over 4 tons
 - Total fee - \$4,150
2. American Waste Systems, Inc.:
 - \$295 base fee per container
 - \$53 per ton
 - Total fee - \$5,600
3. Metro Rolloff Container Services, LLC:
 - \$300 base fee per container
 - \$40 per ton over 4 tons
 - Total fee - \$3,400

The low bidder was Metro Rolloff Container Services. The City used Metro Rolloff in 2015 for the fall cleanup event. Metro Rolloff agreed to honor its unit price from last fall, which is outlined in their purchase order included in Attachment 2.

ITEM 3D

For 09-12-16

Board of Aldermen - Finance Committee Meeting

BUDGET IMPACT:

The streets budget includes \$13,500 for the City's cleanup events. The estimated cost of the purchase is \$2,500, but may fluctuate depending on the total tonnage collected. The estimated costs for the cleanup events are included in Attachment 1. The anticipated expenses associated with the fall cleanup are \$5,900.

ALTERNATIVES:

1. Approve the purchase order for the rental of waste collection containers for the 2016 fall cleanup event.
2. Direct staff to solicit new quotes.
3. Do not authorize the purchase.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approval of the purchase order for the rental of waste collection containers from Metro Rolloff Container Services for the 2016 Fall Cleanup Event in an amount of \$3,400 to allow for 10 containers at an average of 5 tons of waste per container. Metro Rolloff does not have a valid business license to operate in Parkville, so staff recommends making this purchase contingent upon the company obtaining its license.

POLICY:

Per the Purchasing Policy, Resolution No. 10-02-14, the Finance Committee may authorize purchases up to \$10,000. Metro Rolloff is required to maintain a valid Parkville business license per Municipal Code Section 605.040.

SUGGESTED MOTION:

I move to approve the rental of waste collection containers from Metro Rolloff Container Services, LLC for the 2016 Fall Cleanup Event in an estimated amount of \$3,400, contingent upon the company obtaining a valid Parkville business license.

ATTACHMENTS:

1. Cleanup Spreadsheet
2. Purchase Order – Metro Rolloff

	2014		2015		2016		
	Budget	Actual	Budget	Actual	Budget	Projected	Actual
Spring Clean-Up							
Waste containers		\$ 3,450.68				\$ 2,500.00	\$ 2,100.00
Tire Disposal		\$ 128.00				\$ 150.00	\$ 87.50
Site Rental		\$ 1,300.00				\$ 1,100.00	\$ 1,100.00
Yard Waste Collection		included				included	included
Marketing		\$ -				\$ -	\$ -
Supplemental staff (curbside collection)		\$ 662.40				\$ -	\$ -
miscellaneous supplies		\$ 272.69				\$ 150.00	\$ 137.76
Subtotal - Spring Clean-Up Costs	\$ 5,000.00	\$ 5,813.77	\$ -	\$ -	\$ 4,000.00	\$ 3,900.00	\$ 3,425.26
Event Overtime	\$ 1,500.00	\$ 1,982.57			\$ 1,500.00	\$ 1,100.00	\$ 1,100.00
TOTAL Spring Clean-Up	\$ 6,500.00	\$ 7,796.34	\$ -	\$ -	\$ 5,500.00	\$ 5,000.00	\$ 4,525.26

Fall Clean-Up							
Waste containers		\$ 2,697.53		\$ 2,100.00		\$ 2,500.00	
Tire Disposal		\$ 212.50		\$ 184.50		\$ 150.00	
Site Rental		\$ 1,300.00		\$ 100.00		\$ 1,100.00	
Yard Waste Collection		included		\$ 1,385.00		included	
Marketing		\$ -		\$ 120.00		\$ 100.00	
Supplemental staff (curbside collection)		\$ 331.20		\$ 727.20		\$ 800.00	
miscellaneous supplies		\$ 284.00		\$ 171.10		\$ 150.00	
Subtotal - Fall Clean-Up Costs	\$ 6,500.00	\$ 4,825.23	\$ 7,000.00	\$ 4,787.80	\$ 7,500.00	\$ 4,800.00	
Event Overtime	\$ 1,500.00		\$ 1,500.00		\$ 1,500.00	\$ 1,100.00	
TOTAL Fall Clean-Up	\$ 8,000.00	\$ 4,825.23	\$ 8,500.00	\$ 4,787.80	\$ 9,000.00	\$ 5,900.00	

Extended Yard Waste Collection (per load)							
Spring			\$ 1,000.00	\$ 1,168.00	\$ 1,000.00	\$ 1,200.00	\$ 749.00
Fall			\$ 1,000.00	\$ 816.00	\$ 1,000.00	\$ 900.00	
TOTAL - Extended Yard Waste	\$ -	\$ -	\$ 2,000.00	\$ 1,984.00	\$ 2,000.00	\$ 2,100.00	\$ 749.00

GRAND TOTAL - Spring and Fall Clean-Up	\$ 14,500.00	\$ 12,621.57	\$ 10,500.00	\$ 6,771.80	\$ 16,500.00	\$ 13,000.00	\$ 5,274.26
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Recycling Extravaganza							
Waste Containers		\$ 250.00		\$ 300.00		\$ 300.00	\$ 300.00
Tire Disposal		\$ 220.00				\$ 250.00	\$ 84.00
Paper Shredding		\$ 800.00		\$ 1,400.00		\$ 1,500.00	\$ 1,375.00
Site Rental		\$ 100.00		\$ 100.00		\$ -	\$ -
marketing		\$ -		\$ 69.53		\$ 100.00	\$ 130.00
Miscellaneous		\$ 105.60		\$ 46.87		\$ 150.00	\$ 78.89
TOTAL - NRE Costs	\$ 500.00	\$ 1,475.60	\$ 1,500.00	\$ 1,916.40	\$ -	\$ 2,300.00	\$ 1,967.89

PURCHASE ORDER
(non-construction)

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

Date: March 28, 2016

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

VENDOR Metro Roloff Container Services LLC
6208 N. W. Bell Road
Kansas City, MO 64152
816-809-1561

SHIP TO: {as directed by staff based on the event, see page 2}

INVOICE TO: Parkville City Hall, 8880 Clark Ave., Attn: Alan Schank, Parkville, MO 64152

ALL MATERIAL SHALL BE DELIVERED TO PURCHASER DELIVERY 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 UNIT PRICES as outlined on page 2 for such materials, subject to any additions or deductions agreed upon in writing. Delivery 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 October 30, 2016.

ITEMS:

Spring Cleanup (Saturday, April 23, 2016):

Deliver, set and pick up a minimum of six (6) 30 yard containers at Damon Pursell recycle site at 6305 N. W. Riverpark Drive, Riverside, MO 64150, for a unit price of \$300.00 per container with a 4-ton limit. Weight over 4 tons to be billed at \$40.00 per ton, per container.

Recycling & HHW Event (Saturday, May 21, 2016):

Deliver, set and pick up a maximum of two (2) 30 yard containers at Platte Landing Park Riverfront Parking Lot, for a unit price of \$300.00 per container with a 4-ton limit. Weight over 4 tons to be billed at \$40.00 per ton, per container.

Fall Cleanup (Saturday, October 8, 2016):

Deliver, set and pick up a minimum of six (6) 30 yard containers at Damon Pursell recycle site at 6305 N. W. Riverpark Drive, Riverside, MO 64150, for a unit price of \$300.00 per container with a 4-ton limit. Weight over 4 tons to be billed at \$40.00 per ton, per container.

See Attachment "A" – Terms and Conditions
See Attachment "B" – Insurance Requirements
See Attachment "C" - Metro Rolloff Quotation attached for unit price reference only. Terms and Conditions to be by this Purchase Order

SCHEDULE OF DELIVERY:

Containers to be delivered one day prior to the event. Containers to be picked up the Monday following the event for Spring Cleanup and Recycling/HHW Events; and Tuesday following the Fall Cleanup Event.

Address for delivery:
Damon Pursell site, 6305 N. W. Riverpark Drive, Riverside, MO 64150
(for the Spring and Fall Cleanup Events)

Platte Landing Park, Riverfront Parking Lot, Parkville, MO 64152
(for the Recycling and HHW Event)

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")

METRO ROLLOFF CONTAINER SERVICES LLC ("Vendor")

By: *Nanette K. Johnson*

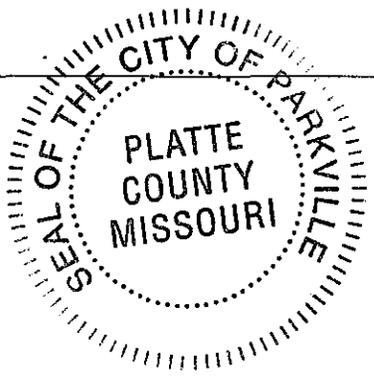
By: *[Signature]*

Title: Mayor

Title: sole member

Date: March 28, 2016

Date: 3/29/16



CITY OF PARKVILLE Policy Report

Date: Wednesday, September 7, 2016

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Lauren Palmer
City Administrator

ISSUE:

Approve a work authorization with Arbor Masters for removal of hazardous trees at 13th and Main; and approve a tree removal agreement with the homeowners at 1206 Main Street.

BACKGROUND:

On July 19, 2016, the Board of Aldermen approved a contract with Arbor Masters for on-call tree trimming services. The purpose of the on-call relationship is to have a service provider who can assist the City with routine and emergency services. As needs arise, the City will execute individual work authorizations with Arbor Masters.

There are two existing trees adjacent to the property located at 1206 Main Street. Both trees are dead and need to be removed. One is a public street tree located in the right-of-way of 13th Street. The other is a private tree located on the rear portion of the private property of 1206 Main Street, which is adjacent to Adams Park.

Since the trees are in such close proximity, staff identified a mutually beneficial opportunity to share mobilization costs with the residents by contracting for joint removal. Arbor Masters provided a quote for the removal of the two trees. The property owner of 1206 Main Street agreed to share 50% of the cost of removal as consideration for the private tree. A tree removal agreement has been drafted and presented to the homeowners for their signatures. The agreement spells out the financial arrangement associated with the tree removal.

BUDGET IMPACT:

The 2016 Transportation Fund includes \$6,000 for tree trimming and removal for trees within rights-of-way of City streets. The total cost of removing both trees is \$2,800. The property owner agreed to pay the City 50% of the cost. The budget impact would be \$1,400. There is \$5,970 remaining in the tree trimming and removal budget.

ALTERNATIVES:

1. Approve the work authorization with Arbor Masters for the removal of hazardous trees at 1206 Main Street in the amount of \$2,800; and approve a tree removal agreement with the homeowners at 1206 Main Street.
2. Do not approve the tree removal agreement and direct staff to approve the work authorization for the removal of the public tree.
3. Provide additional guidance to staff regarding the tree removal and associated agreement.
4. Do not authorize the work authorization.
5. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approval of the work authorization with Arbor Masters for the removal of the two hazardous trees adjacent to the property at 1206 Main Street in the amount of \$2,800. Further, staff recommends approval of the tree removal agreement that outlines the financial obligations of the City and homeowner regarding the removal of the two hazardous trees.

ITEM 3E

For 09-12-16

Board of Aldermen - Finance Committee Meeting

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 Work Authorization No. 2 with Arbor Masters for the removal of two hazardous trees adjacent to 1206 Main Street in the amount of \$2,800, and to approve a tree removal agreement with the homeowners of 1206 Main Street that outlines the obligations regarding the removal of the two hazardous trees.

ATTACHMENTS:

1. Tree Removal Agreement
2. Work Authorization – Arbor Masters

TREE REMOVAL AGREEMENT

THIS TREE REMOVAL AGREEMENT (this "**Agreement**") is made as of this 12th day of September 2016, by and between Steven W. Rapp and Karen S. Rapp, husband and wife, with an address of 1206 Main Street, Parkville, Missouri 64152 ("**Owner**"), and the City of Parkville, Missouri, a Missouri municipal corporation, with an address of 8880 Clark Avenue, Parkville, Missouri 64152 ("**City**").

WHEREAS, the Owner owns certain real property commonly described as 1206 Main Street, Parkville, Missouri 64152 (the "**Property**");

WHEREAS, Owner acknowledges its obligation under City ordinances to remove dead or diseased trees on its Property;

WHEREAS, Owner and City agree that there are two (2) dead or diseased trees; one tree is located on the Property, which abuts a public park, and the other tree is located within public right-of-way (the "**Trees**");

WHEREAS, Owner and City desire to remove the Trees and to divide the costs for such removal;

WHEREAS, Owner and City agree that execution of this Agreement will be to the mutual benefit of the Owner, adjoining property owners, and the City.

NOW, THEREFORE, in consideration of the mutual benefits to the parties set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and City agree as follows:

1. Division of Costs. Owner and City each shall pay fifty percent (50%) of the total costs for removal of the Trees.
 - a) City has obtained an estimate for removal of the Trees by Arbor Masters Tree & Landscape ("**Contractor**") in the amount of TWO THOUSAND EIGHT HUNDRED DOLLARS AND 00/100 (\$2,800.00) (the "**Estimate**"). Within ten (10) days of execution of this Agreement, Owner shall remit to City, at the address identified above, payment in the amount of ONE THOUSAND FOUR HUNDRED DOLLARS AND 00/100 (\$1,400.00).
 - b) In the event the costs for removal of the Trees exceed the Estimate, City shall submit to Owner a copy of the invoice received from Contractor. Within ten (10) days of receipt of the invoice, Owner shall remit to City, at the address identified above, payment in the amount of fifty percent (50%) of any costs that exceed the Estimate.
2. Insurance. City shall ensure its contract with Contractor requires the Contractor to provide a certificate of insurance that names the City and Owner as additional insureds.
3. Release of Liability. Owner agrees to release City, the Mayor, and the members of the Board of Aldermen (collectively the "**Governing Body**"), and employees of the City from any and all past, present or future liability for any damage that may be caused at any time by, or is in any way related to, the removal of the Trees. Owner shall not be required to release the City, Governing Body, or employees of the City for the gross negligence or willful misconduct of the City,

Governing Body, or employees of the City.

4. General Conditions.

- a) This Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written agreement signed by both parties.
- b) This Agreement constitutes the entire agreement between the parties pertaining to removal of the Trees.
- c) Any notices required hereunder shall be in writing and directed to the addresses identified in the opening paragraph of this Agreement.
- d) This Agreement shall be governed in all respects by the laws of the State of Missouri.

[Remainder of page intentionally left blank; signatures follow]

IN WITNESS WHEREOF, the parties set their hands to this Agreement as of the date and year first above written.

City of Parkville, Missouri, a Missouri municipal corporation

By: _____
Nan Johnston
Mayor

ATTEST:

By: _____
Melissa McChesney
City Clerk

IN WITNESS WHEREOF, the parties set their hands to this Agreement as of the date and year first above written.

Steven W. Rapp, an individual

By: _____
Husband

Karen S. Rapp, an individual

By: _____
Wife



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

City of Parkville Work Authorization #2 for Repair and Maintenance

Date: September 12, 2016

Issued to: Arbor Masters Tree & Landscape
8250 Cole Parkway
Shawnee Mission, KS 66227

Project/Work Description Tree Removal
Title: 13th and Main Street

Scope of Work/Purpose:

1. Remove Ash (street side) – Cut to ground level – Haul and dispose - \$1,400.00
2. Remove Ash (private property) – Cut stump to ground level – Haul and dispose - \$1,400.00

Unit prices as identified in the Agreement dated July 19, 2016.

Schedule and Price

Project Start Date: September 12, 2016
 Estimated Completion Date: September 30, 2016
 Latest Acceptable Date: September 30, 2016
 Estimated Cost: \$2,800.00
 Expenditure Limit: \$2,800.00
 Budget Account Code: 40-501.07-52-00

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: Mark Cantrell Signature: _____
 Company: Arbor Masters Tree & Landscape Date: _____

Authorization

Department Head: _____ Date: _____
 Alysen M. Abel, Public Works Director

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

Mayor (if over \$2,500): _____ Date: _____
 Nanette K. Johnston, Mayor

For Internal Staff Use Only

(initial each item and file with executed work authorization)

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

CITY OF PARKVILLE Policy Report

Date: September 7, 2016

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Lauren Palmer
City Administrator

ISSUE:

Approve a work authorization with North Hills Engineering (Jay Norco) for the design of the 45 Hwy pump station reconstruction.

BACKGROUND:

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

The 45 Hwy Pump Station was constructed 25 years ago and serves approximately 40 residents. The existing pump station needs to be reconstructed with new mechanical and electrical upgrades. The station has overflowed and malfunctioned on several occasions, causing sewage overflows.

The reconstruction project will replace the pumps, base elbows, discharge piping, and motor controls in the existing pump station. The construction of the pump station has been programmed into the 2017 Capital Improvements Program (CIP), with the design occurring in 2016.

This work authorization with North Hills Engineering includes the engineering design, document preparation, bidding, and construction administration of the 45 Hwy pump station reconstruction. There will be a separate agenda item for the Board of Aldermen to consider for the construction contract once the engineering design and bid documents are completed.

BUDGET IMPACT:

The 2016 Capital Improvements Program (CIP) includes \$6,200 for the installation of new pumps and controls for the 45 Hwy Pump Station, with the design occurring in 2016 and the construction in 2017. The 2017 CIP includes \$56,500 for the construction portion of this project. This work authorization is within budget at \$6,150.

ALTERNATIVES:

1. Approve the work authorization with North Hills Engineering in the amount of \$6,150.
2. Direct staff to negotiate changes to the work authorization.
3. Do not approve the work authorization.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approval of the work authorization with North Hills Engineering for the engineering-related work associated with the 45 Hwy pump station reconstruction.

ITEM 3F

For 09-12-16

Board of Aldermen - Finance Committee Meeting

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 Work Authorization No. 64 with North Hills Engineering (Jay Norco) for the design and project management of the 45 Hwy pump station reconstruction in the amount of \$6,150.

ATTACHMENT:

1. Work Authorization

WORK PLANNING / AUTHORIZATION FORM

Number: WA-64

Project / Work Description:

45 Hwy Pump Station Reconstruction
Purpose: To design and administer construction of repairs and retro-fit to the existing 45 Hwy Pump Station.
 This WA covers the design, document preparation, bidding, and construction administration of the pump station reconstruction.
 The construction of the pump station repair project has been programmed for 2017.
 The project will replace the pumps, base elbows, discharge piping, and motor controls for this old pump station.
 After 25 years of service this old station needs to be rebuilt / reconstructed with new mechanical / electrical.
 The station has overflowed and malfunctioned on several occasions, causing sewage overflows.
Budget: \$ 6,200.00 for design & construction phase. \$ 66,000 is budgeted for construction.
Service Provider: North Hills Engineering, Inc.
Terms: Subject to the provisions of the August 5, 2014 Engineering Services Agreement between the City and North Hills Engineering Incorporated

Primary Tasks:

Project Management and Coordination Meetings with City Staff (2 month project.)	3
Visit the plant site to evaluate access, electrical service, disturbance, easements required, etc.	6
Perform field measurements to verify key dimensions, view panel, develop plan for equipment access.	7
Develop plan for staging work, using pump or bypass provisions.	1
Meet with Contractors and vendors to discuss sequence of work, products, and project specifics.	4
Prepare written technical specifications for the work proposed.	8
Prepare drawings to illustrate the work required (AutoCAD).	24
Assemble and coordinate/review bidding and contract documents, using City format.	6
Use large-project City standard contract.	

Bid & Construction Phase Admin.

Set up project at local plan room, for internet distribution, also advertise on City website.	2
Meet with bidders and address questions during the advertisement period, prepare addenda.	3
Review bids, check qualifications and experience, and recommend award to City	2

Inspection:

AWR will assist to supervise the construction phase.	
Periodic visits to observe the work.	16

Excluded:

Professional Survey Services: Survey, legal descriptions. (See budget allowance.)	82
Services of City Attorney for easement document preparation (See budget allowance.)	
Acquisition of Easements (If needed - by City Staff). NHE will obtain signed access agreements.	

Estimated Consultant Fee:

Design, Admin:	66 Hours x	\$ 75.00 / hour =	\$ 4,950.00
Inspection:	16 Hours x	\$ 75.00 / hour =	\$ 1,200.00
Total:			\$ 6,150.00

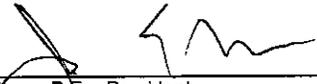
Budget: Sewer Budget / CIP

Schedule:

Estimated Completion Date: 3/15/2017

Project Deadlines: n/a

Submitted By:



Jay Norco, P.E. - President.

9/7/16

Date

Authorization:

Mayor Date

CITY OF PARKVILLE Policy Report

Date: September 8, 2016

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Lauren Palmer
City Administrator

ISSUE:

Approve change orders for the plumbing work 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 (ELP) 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 County staff associated with the rehabilitation plan and they support 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 was split into 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 at the current time. 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, grant deadline.

On 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 included a comprehensive bid form (Attachment 1) listing each feature individually. The bid form was also split 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 3G

For 09-12-16

Board of Aldermen - Finance Committee Meeting

On July 14, 2016, the City received one bid from a subcontractor for the electrical portion of the improvements. After presenting this item to the Finance Committee on July 25, 2016, the City Administrator executed a contract with Merrill Industrial Electric for the electrical improvements to the ELP restroom in the amount of \$1,954.

On August 2, 2016, the Board of Aldermen authorized staff to obtain three quotes from the other trades listed in the bid request (carpentry, plumbing, and site construction). Since that time, staff has obtained the following quotes from contractors:

Carpentry: Staff received three quotes for the carpentry work. The low bidder was Across the Board Contracting, however they will not be able to start the work until November, which does not fit within the City's timeline of project completion by November 1st. The next low bidder is GS Structural with a base bid of \$22,500; and bid alternate for the Tnemec flooring of \$4,000. The total cost for the base bid and flooring is \$26,500. On September 9, 2016, the Board of Aldermen approved a contract with GS Structural for the carpentry work and Tnemec flooring installation.

Site Construction: Staff received three quotes for the site work. Action Concrete provided a quote in the amount of \$7,480.00. On August 29, 2016, the Finance Committee approved the construction agreement with Action Concrete for the site construction work.

Plumbing: The quotes for the plumbing work are included in Attachment 2. The low bidder was Full Nelson Plumbing with a base bid of \$12,908.60. The bid documents included a bid alternate for the ADA water fountain with dog bowl and Full Nelson provided a bid for the fountain of \$6,892.00. On September 6, 2016, the Board of Aldermen approved a contract in the amount of \$19,800.60 for the plumbing work and installation of the ADA drinking fountain.

Change Order 1:

Since presenting this item at the Board of Aldermen meeting on September 6, 2016, the contractor reached out to staff about a discrepancy in the proposed contract and the submitted bid. After further research, it turns out that Full Nelson split up the labor and material on the bid form for the work associated with the installation of the fountain which caused staff confusion. The bid for the fountain materials (without installation) was \$6,892. The bid for fountain installation labor was listed separately as 48 man-hours. As a result, the total cost of the fountain with installation is \$15,840.24. The proposed work included new plumbing outside of the restroom, instead of using the existing restroom spigot. Staff believes this cost is excessive for a drinking fountain based on other received quotes. The fountain not a critical element that would need to be installed prior to November 1, 2016 grant deadline.

As a result, Full Nelson's total cost for the base bid and fountain is \$28,748.84. To get the project completed by the November 1, 2016 grant deadline and allow staff time to fully evaluate the options related to the drinking fountain, staff recommends separating the cost of the fountain from the contract with Full Nelson. Full Nelson still provided the lowest base bid of \$12,908.60 for the plumbing work. Pryor Mechanical, the second low bidder, had a base bid in the amount of \$15,891.00. Change Order No. 1 with Full Nelson reflects the removal of the fountain, which was originally included as a bid alternate. The work associated with the base bid does not include any outside plumbing or a pipe stub that would facilitate a future drinking fountain.

Staff plans to investigate options to procure and install the drinking fountain at a more reasonable cost. For example, Pryor Mechanical bid the fountain (with installation) at \$5,298.00. GS Structural provided a bid for the installation of a fountain, with the materials supplied by the City, at a cost of \$500. However, it's anticipated that GS Structural would use the existing

ITEM 3G

For 09-12-16

Board of Aldermen - Finance Committee Meeting

restroom spigot. Staff is unsure at this time if the existing restroom spigot is suitable for cold weather use.

Change Order 2:

During the initial review of the restroom to obtain quotes, Full Nelson mentioned that the bid request of PVC pipe would not be that the best material for use in the restroom. With the lack of heating in the winter, Full Nelson anticipated that the PVC pipes would freeze. This could have an impact on the pipes long-term. An alternate material is Wirsbo (PEX) pipe. This is a flexible and durable pipe that is less likely to show signs of freeze damage. The pipe has the flexibility to expand and contract as the temperatures fluctuate. This pipe alternative is less expensive than PVC, and will require less long-term maintenance. Change Order No. 2 with Full Nelson reflects the cost decrease of \$769.35 for the change in pipe material from the PVC pipe to the Wirsbo (PEX) pipe. With the change order, the base bid would be reduced to \$12,139.25.

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. WSKF and Public Works staff initially estimated that the Tier 1 improvements for the restroom would cost approximately \$65,000. The final costs associated with the English Landing Restroom Tier 1 rehabilitation are:

1. Electrical - \$1,954.00
2. Carpentry - \$26,500.00
3. Plumbing - \$12,139.25
4. Site Construction - \$7,480.00

The work is within the \$65,000 cost estimate, at a total construction cost of \$48,073.25. The overall project budget also includes the architectural fees associated with the restroom reconstruction. The design costs for the restroom are \$25,630.34. This includes the original design of the new restroom, as well as the reconstruction of the existing restroom. With the design costs, the total project costs would be \$73,703.59. The funding sources would include \$40,000 from the Outreach Grant and \$15,000 from the Parks Donation Fund. Staff recommends that the balance be funded from the General Fund in 2016 rather than seeking a Fewson Fund loan for a relatively small amount. The General Fund has capacity to cover the remaining balance of \$18,703.59. One area of savings is the Parks Storage Facility that will not be constructed in 2016. It had a budgeted cost of \$75,000, of which only about \$15,000 will be expended in 2016 for design.

ALTERNATIVES:

1. Approve the change orders with Full Nelson Plumbing for (1) the removal of the drinking fountain alternative; and (2) reduction of cost for the Wirsbo (PEX) piping.
2. Provide further direction to staff.
3. Do not authorize the change orders.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approval of Change Order No. 1, to remove the drinking fountain from the contract.

Staff recommends approval of Change Order No. 2 to use Wirsbo (PEX) piping instead of PVC piping.

ITEM 3G

For 09-12-16

Board of Aldermen - Finance Committee Meeting

POLICY:

Both change orders include price reductions to the plumbing contract. Since these changes also alter the scope of the original project, this item is presented to the Finance committee and Board of Aldermen for approval.

SUGGESTED MOTION:

I move to approve Change Order No. 1 and 2 with Full Nelson Plumbing for the plumbing work associated with the English Landing Park Restroom rehabilitation, with a revised contract amount of \$12,139.25.

ATTACHMENTS:

1. Restroom Bid Form
2. Plumbing Bid Tabulation
3. Full Nelson Contract
4. Change Order No. 1
5. Change Order No. 2

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

BID TABULATION

2016 ELP RESTROOM REHAB PLUMBING

August 15, 2016, at 12:00 p.m.

<u>BIDDER</u>	<u>TOTAL</u>
Full Nelson Plumbing (Kansas City, MO)	\$12,908.60 * Fountain - \$6,892.00 *
Pryor Mechanical (Smithville, MO)	\$15,891.00 Fountain - \$5,298.00
Plumbing by Fischer (DeSoto, KS)	Declined
G&S Structural (Parkville, MO)	\$21,000.00 Fountain - \$500.00 (Owner Supplied)

(*) Recommended Award of Purchase

CONSTRUCTION SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this 6th day of September 2016, by and between the CITY OF PARKVILLE, MISSOURI ("City") and FULL NELSON PLUMBING, INC. ("Contractor").

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

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

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

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

I. SCOPE OF SERVICES

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

II. COMPENSATION

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

III. SCHEDULE

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

IV. CHANGES

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

V. INDEMNIFICATION

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

VI. INSURANCE

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

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

- A. Contractor's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance. The City reserves the right to request qualifications and/or reject service from any and all employees of the Contractor.
- B. Unless otherwise stated in a Scope of Work Exhibit, Contractor shall be represented by a Superintendent or Foreman authorized to give and receive all instruction and notices from and to the City at all times while performing Construction Services, and shall have on site a person who is fluent in all languages necessary to communicate instructions regarding the Work and information regarding medical emergencies with Contractor's employees and subcontractors.
- C. All of the Construction Services required hereunder will be performed by the Contractor or under Contractor's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- D. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement including, but not limited to, indemnification, insurance and warranties.
- E. Contractor and all subcontractors with a contract value of \$5,000 or more shall execute affidavits on the form attached as **Exhibit "D"**, attesting to their compliance with § 285.530.5 R.S. Mo. concerning compliance with Missouri's Worker Eligibility requirements.
- F. Contractor and all subcontractors must require all on-site employees to complete the ten-hour construction training program required under Section 292.675 RSMo. unless they have previously completed the program and have documentation of having done so. Contractor shall execute the affidavit attached as **Exhibit "E"**, attesting that it has provided OSHA safety training for its on-site employees. Contractor will forfeit a penalty to the City of \$2,500 plus an additional \$100 for each employee employed by Contractor or any subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. See Section 292.675 RSMo.
- G. While upon City premises, the Contractor's employees and agents shall be subject to the City's rules and regulations respecting its property and the conduct of employees thereon.

VIII. WARRANTY

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

abuse, alterations to the work not executed by the Contractor or its subcontractors or suppliers, improper or insufficient maintenance or improper operation. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor's warranties required by the Agreement (express and implied) shall remain in full force and effect even if a material or equipment item is required by the Owner to be manufactured by a specific entity, and no other equivalent product manufactured by any other entity is acceptable.

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

IX. OWNERSHIP OF WORK PRODUCT

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

X. RELATIONSHIP OF THE PARTIES

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

XI. PREVAILING WAGES

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

XII. NOTICES

- A. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section:
- B. Notices sent by Contractor shall be sent to:
 - City of Parkville
 - Attn: Lauren Palmer, City Administrator
 - 8880 Clark Ave.
 - Parkville, MO 64152
 - 816-741-7676
 - lpalmer@parkvillemo.gov
- C. Notices sent by the City shall be sent to:
 - Full Nelson Plumbing, Inc.
 - Attn: Shawn Mansell
 - 1628 N. Corrington
 - Kansas City, MO 64120
 - 816-420-9697
 - customerservice@fullnelsoninc.com

XIII. CORRECTION OF WORK

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

XIV. TERM AND TERMINATION

- A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.
- B. Notwithstanding anything to the contrary in this Agreement or exhibit, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days' written notice to the Contractor. The City shall compensate Contractor for the Construction Services that have been completed to the City's satisfaction as of the date of termination. Contractor shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.
- C. The City may terminate the Agreement for cause if the Contractor:
 - 1. refuses or fails to supply enough properly skilled workers or proper materials;
 - 2. fails to make payment to Subcontractors for materials, equipment, services or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
 - 3. disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

4. its Subcontractors or Sub-subcontractors causes a work stoppage due to any strike, picket, boycott or participates in any voluntary or involuntary cessation of Work; or
 5. otherwise is guilty of substantial breach of a provision of the Agreement.
- D. When any of the above reasons exist, the City may without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety, if any, seven (7) days' written notice, terminate the Agreement and may, subject to any prior rights of the surety, if any:
1. Exclude the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 2. Direct the work of subcontractors; and
 3. Finish the Work by whatever reasonable method the City may deem expedient. Upon written request of the Contractor, the City shall furnish to the Contractor a detailed accounting of the costs incurred by the City in finishing the Work.

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

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

XV. RESOLUTION OF DISPUTES

- A. Should the Contractor believe that it is entitled to any relief due to errors, omissions or defects in the Plans or Specifications, or as a result of any act or omission of an independent contractor designer in connection with the Project, the City shall cooperate with the Contractor by permitting the Contractor to pursue legal action against the designer in the name of the City at Contractor's sole risk and expense as the City would otherwise have against such designer. The City shall pay to Contractor such sums as may be recovered from the designer on behalf of Contractor. Other than this duty of cooperation and remittance, the City shall have no liability or obligation to Contractor for any act, error, omission, negligence or breach of duty by a designer.
- B. City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed.
- C. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint

within twenty (20) calendar days following receipt of the decision of the City Public Works Director as to such matter or other action on which the dispute is based. A decision of the City Public Works Director (where appropriate) under GC-7 above; notice of dispute, and direct negotiation, shall be conditions precedent to further action.

D. Arbitration of disputes.

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

XVI. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- B. Assignability. Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

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

- K. Third Parties. The Services to be performed by the Contractor are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

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

CITY OF PARKVILLE, MISSOURI

By: _____
Nanette K. Johnston, Mayor

ATTEST:

Melissa McChesney, City Clerk

FULL NELSON PLUMBING, INC.

By: _____
Shawn Mansell

Exhibit A

SCOPE OF WORK AND PRICING AGREEMENT

1. Provide rehabilitative construction work as shown on Sheet A1.01 dated 06/14/2016 as prepared by John Freshnock with Williams, Spurgeon, Kuhl & Freshnock Architecture and entitled "Rehabilitative Construction Work on the English Landing Park Public Restroom" at English Landing Park, Parkville, Missouri.
2. All work shall comply in every respect with the building laws, City regulations, and code requirements.
3. Contractor shall have/obtain a City of Parkville Business License.
4. If there are any questions regarding the work that is to be done, it will be the responsibility of the Contractor to contact the designated City representative and request clarifications before proceeding.
5. Upon completion of the work, and approval of such work by the City, Contractor shall submit an invoice in accordance with provisions set forth in this Agreement.
6. Contractor shall supply Superintendent or Foreman contract information including cell phone number and email information.
7. It is mutually understood and agreed by and between the parties to this Contract that in the event that the Contractor shall fail in the performance of the Work specified and required to be performed within the period of time stipulated therefor in the Contract, Contractor shall be assessed \$100.00 per calendar day passed the substantial completion date identified in this Agreement.
8. The scope of work included in this contract shall be completed within (45) forty-five days of contract execution.

The contract price for the Plumbing Work at the English Landing Park Restroom is Nineteen Thousand Eight Hundred Dollars and 60/00 (\$19,800.60).

Exhibit A-1

DETAILED BID TABULATION

<u>Description</u>	<u>Quantity</u>	<u>Total Price</u>
Move Rough-In Plumbing to provide ADA Access	2 EA	\$1,825.56
Install new toilet paper dispenser	3 EA	\$667.89
Install Ground Mounted Flush Valve Toilets	3 EA	\$2,760.44
Install New Urinals (one lower for ADA)	2 EA	\$1,895.82
Install wall mounted ADA sinks w/ pipe wrap	2 EA	\$1,708.05
Install boots on pipe under sink	2 EA	\$208.23
Install sanitary napkin receptacles in stalls	2 EA	\$262.23
Install new PVC pipe throughout restroom	1 LS	\$3,580.38
SUBTOTAL		\$12,908.60
ALTERNATE: Install Freeze-Proof Outdoor Water Fountain	1 EA	\$6,892.00
GRAND TOTAL		\$19,800.60

*Note: The contractor is responsible for any repairs necessary from any removals or replacements associated with their trade.

Change Order

PROJECT *(Name and address):*

ELP Restroom Rehab

CHANGE ORDER NUMBER: 1

DATE: September 7, 2016

TO CONTRACTOR *(Name and Address):*

Full Nelson Plumbing, Inc.
1628 N. Corrington
Kansas City, MO 64120

PROJECT NO.: _____

CONTRACT DATE: 7/6/16

THE CONTRACTOR IS CHANGED AS FOLLOWS:

The original Contract Sum was	\$	<u>\$19,800.60</u>
The net change by previously authorized Change Orders	\$	<u>0.00</u>
The Contract Sum prior to this Change Order was	\$	<u>\$19,800.60</u>
The Contract Sum will be decreased by this Change Order in the amount of	\$	<u>\$6,892.00</u>
The new Contract Sum including this Change Order will be	\$	<u>\$12,908.60</u>

The Contract Time will be increased by zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

This Change Order decreases the amount of the ADA fountain with dog bowl and filler.

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.

Full Nelson Plumbing, Inc.

CONTRACTOR *(Firm name)*

City of Parkville

OWNER *(Firm Name)*

1628 N. Corrington, KCMO 64120

ADDRESS

8880 Clark Avenue, Parkville, MO 64152

ADDRESS

BY *(Signature)*

Shawn Mansell

(Typed name)

BY *(Signature)*

Alysen M. Abel

(Typed name)

DATE

DATE

Change Order

PROJECT (*Name and address*):
ELP Restroom Rehab

CHANGE ORDER NUMBER: 2
DATE: September 7, 2016

TO CONTRACTOR (*Name and Address*):
Full Nelson Plumbing, Inc.
1628 N. Corrington
Kansas City, MO 64120

PROJECT NO.: _____
CONTRACT DATE: 7/6/16

THE CONTRACTOR IS CHANGED AS FOLLOWS:

The original Contract Sum was	\$ 19,800.60
The net change by previously authorized Change Orders	\$ 6,892.00
The Contract Sum prior to this Change Order was	\$ 12,908.60
The Contract Sum will be decreased by this Change Order in the amount of	\$ 769.35
The new Contract Sum including this Change Order will be	\$ 12,139.25

The Contract Time will be increased by zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is unchanged.
This Change Order decreases the amount of the contract for the price difference between the Wirsbo Pipe vs. PVC Pipe Labor and Materials.

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.

Full Nelson Plumbing, Inc.

CONTRACTOR (*Firm name*)

City of Parkville

OWNER (*Firm Name*)

1628 N. Corrington, KCMO 64120

ADDRESS

8880 Clark Avenue, Parkville, MO 64152

ADDRESS

BY (*Signature*)

BY (*Signature*)

Shawn Mansell

(*Typed name*)

Alysen M. Abel

(*Typed name*)

DATE

DATE