



Finance Committee Agenda

March 1, 2018

4:30 PM

Administration Conference Room, City Hall

1. Call to Order

2. Financial Updates

A. City Administrator Approvals

3. Action Items

- A. Approve the minutes from the February 16, 2018, meeting
- B. Approve the semi-annual financial reports for the first and second half of 2017 and direct City Administration to publish (Administration)
- C. Approve the purchase of truck equipment from Kranz of Kansas City, Inc. for the new Public Works truck (Public Works)
- D. Approve a small construction services agreement with Delta Sweeping for the 2018 Street Sweeping Program (Public Works)
- E. Approve a construction agreement with Midwest Storm for roof improvements for the English Landing Park Restroom Exterior Improvements Project (Public Works)
- F. Approve a construction agreement with Reinhold Electric, Inc. to install new streetlights downtown (Public Works)

4. Non-Action Items

A. Police Community Assistance Fund Report (Police)

5. Unfinished Business (postponed from prior meetings)

6. Other Business

7. Adjourn



CITY ADMINISTRATOR
PURCHASING APPROVAL

January 31, 2018

City of Parkville

Preparation date:

Department: Public Works

Low Bidder and
Contract Amount:

North Hills Engineering
Attn: Jay Norco

\$8,475.00

General Scope of Work Description/Project:

2018 Sewer CCTV Program (WA-95):
Since 2007, the City has accumulated data from CCTV evaluation and cleaning of sanitary sewer lines. The data is used later to assess damage and prioritize future repair projects. The Capital Improvement Program (CIP) includes funding to continue the annual CCTV program on a cycle of reviewing the entire sewer system every 8 years, in accordance with best management practices.

The scope of this work authorization includes data review, ratings, mapping updates, and project management associated with the CCTV program.

Competitive Purchasing Information: (List bidder, address, and price):

The 5-year on-call engineering services agreement between the City and North Hills Engineering was executed on August 5, 2014. Individual work authorizations are executed based on the terms and conditions of that agreement.

The 2018 Sewer Capital Outlay includes \$57,000 for the 2018 CCTV program. The estimated cost of the 2018 CCTV project is \$48,500. The consultant fee for the engineering is \$8,475.

Project Start Date: 2/7/18

Estimated Completion Date: 10/1/18

Budget Account Code: 30-501.06-42-00

Authorization:
 City Administrator: Jay Norco Date: 2/20/18
 Department Head: Alyson M. Allen 2/20/18
 Mayor (if applicable): _____
 Submit to the Finance Committee for Authorization (if requested by the City Administrator)

WORK PLANNING / AUTHORIZATION FORM

Number: WA-95

Project / Work Description:

2018 Sewer CCTV Program

Purpose: To continue the City's program of sewer cleaning and CCTV data collection.

The data will be used later to assess damage, and rank and prioritize future repair efforts.
This CCTV contract will address about 10,000 feet of sewer lines. Some heavy cleaning is anticipated.
This contract will also include 1000-2500 feet of small sewer pipes, explored with a mini-camera on an hourly basis.
Many of these lines include small lines with difficult access in the old downtown areas. Problems are anticipated....
Note that this WA includes data review, ratings, mapping updates and project management.
A subsequent WA will classify the data, make project recommendations, and design & bid repair projects.

Budget:

\$8,500
\$48,500 total for CCTV, Cleaning, heavy cleaning. (will be a service Contract with a CCTV Provider.)

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:

Work Package & Project Management:

- Use GIS Mapping to summarize the line segments already televised since 2007. 6
(Some lines should be re-inspected, based on condition and critical nature.)
- Review work results and incomplete segments found in the 2016 & 2017 CCTV projects. 4
- Based on age, material, location, select the segments and footage for 2018 inspection. 3
- Develop and map out access means for sewer lines, for cctv & jetter equipment, disposal. 3
- Divide up work by mini-cam segments and crawler-type camera segments. 4
- Prepare detailed maps for bidding and conducting CCTV work. 3
- Author scope of service summary and unit totals for use in bidding out the 2016 Contract. 4
- Prepare brief invitation to bid and send invite to qualified service providers. 1
- Assist PW Clerk in assembling documents for solicitation of bids. 2
- Review proposals and recommend award to PWD. 2
- Project management - review progress of work with Provider monitor heavy cleaning, contingent. 8
Address urgent repairs that are discovered, document and review with staff.

Review and recommend pay requests from CCTV contractor. 3

Coordination:

- Meet with CCTV crew, review procedures, respond to questions and issues. 6
- Review progress, check progress payments, prepare lists of work to correct or repeat. 4

Update Mapping:

- Clean up mapping for changes discovered: basemap, parcels, aerials... 3
- Revise feature classes in ArcGIS to reflect findings: line locations, buried manholes, etc. 6
- Create CCTV theme data to track lines completed. 2

Data Review & Recommendations:

- Watch all video delivered, and prepare a written log to check completion, record footage. 36
- Review all pipe segment logs delivered, and check completeness and correspondence with CCTV video, correct names, directions, etc. Have contractor address. 3
- Create database entry for each line segment, with condition summary, footage, tv date, etc. 4
Use numerical ranking in database for overall and structural condition assessment.
- Recommend a preliminary rehab option and a budget cost to repair. Identify viable alternatives for rehab where applicable. 3
- Rank line segment and repairs by priority within this 2018 CCTV group. 3

113

Note that project development (phasing) and design will occur under separate W/A planned for 2017 or 2018.
Some of the findings may be merged into the Downtown Sewer Repairs Phase 2 Project.

Estimated Consultant Fee:

113 Hours x \$ 75.00 / hour = \$ 8,475.00

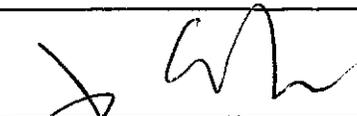
Budget: Sewer Budget / CIP

Schedule:

Estimated Completion Date: 8/15/2017

Project Deadlines: n/a

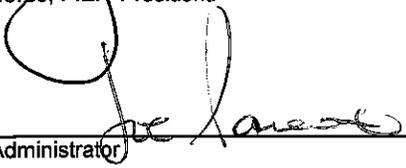
Submitted By:


Jay Norzo, P.E. - President

2/15/18

Date

Authorization:


City Administrator

2/20/18

Date



**Finance Committee Meeting
February 16, 2018**

Administration Conference Room, City Hall

Minutes

1. CALL TO ORDER

Chair Sportsman called the meeting to order at 8:31 a.m. A quorum was present.

- **Members Present:** Chair Marc Sportsman, Nan Johnston, Robert Lock and Tina Welch
- **City Staff Present:** City Administrator Joe Parente, Police Chief Kevin Chrisman, Public Works Director Alysén Abel, Finance/Human Resources Director Matthew Chapman, Community Development Director Stephen Lachky, Assistant to the City Administrator Anna Mitchell and City Clerk Melissa McChesney

2. FINANCIAL UPDATES

A. City Administrator Approvals

City Administrator Joe Parente provided an overview of a purchase approved within his authority.

B. 4th Quarter 2017 Budget Variance Report

City Administrator Joe Parente provided a summary of the 2017 budget, noting that revenues were higher than budgeted and the total revenue minus expenses was under budget.

3. ACTION ITEMS

A. Approve the minutes from the January 29, 2018, meeting

Robert Lock moved to approve the January 29, 2018, minutes. Tina Welch seconded; motion passed 4-0.

B. Approve a three year contract renewal with the Friends of the Parkville Animal Shelter through December 31, 2020

Assistant to the City Administrator Anna Mitchell stated that the agreement was originally approved in 2008 and it was the second time a three-year agreement was recommended. Friends of Parkville Animal Shelter received \$500 per month from the City to provide a place and care for stray animals.

Lock moved to recommend to the Board of Aldermen to approve Amendment No. 8 with the Friends of Parkville Animal Shelter to extend the agreement for three years through December 31, 2020, in the amount of \$6,000 annually, with a total three-year financial commitment of \$18,000. Welch seconded; motion passed 4-0.

C. Approve the purchase of an e-STUDIO 6506ACT multi-function copier from Toshiba Business Solutions for City Hall

City Clerk Melissa McChesney stated that the City purchased a pre-owned copier in 2010 that required several repairs over the prior year and needed to be replaced. Staff solicited quotes from three vendors to purchase and lease a new machine, and based on savings over the term of a lease staff recommended purchasing a new copier. The 2018 Capital Improvement Program included \$15,000 to purchase a new copier.

Lock moved to recommend that the Board of Aldermen approve the purchase of an e-Studio 6506ACT multi-function copier from Toshiba Business Solutions in the amount of \$12,313.44. Welch seconded; motion passed 4-0.

Lock moved to declare the e-Studio 6530CT copier as surplus for a credit with Toshiba Business Solutions. Welch seconded. Motion passed 4-0.

D. Approve the purchase of a new Ford Taurus All Wheel Drive police interceptor sedan from Shawnee Mission Ford to be used as a patrol vehicle

Police Chief Kevin Chrisman said that the Police Department sent the bid information to five area dealerships and only one bid was received from Shawnee Mission Ford. In addition to the purchase of a new vehicle, the last blue Crown Victoria in the fleet would be auctioned off at a later date.

Lock moved to recommend that the Board of Aldermen purchase a new Ford Taurus Police Interceptor Sedan from Shawnee Mission Ford of Shawnee, Kansas, in the amount of \$27,421.00 and declare the 2011 Ford Crown Victoria vehicle as surplus and eligible for auction. Welch seconded; motion passed 4-0.

E. Approve a two year maintenance agreement with FTC Equipment, LLC for on-call pump maintenance and repair services

Public Works Director Alysén Abel stated that the agreement would provide annual maintenance on pumps at six pump stations and a few at the wastewater treatment facility. It also included emergency services. The selection was based on qualifications and price was only a portion of the final decision.

Lock moved to recommend that the Board of Aldermen approve a two-year maintenance agreement with FTC Equipment, LLC for on-call pump maintenance and repair services, with the unit prices listed in the agreement. Welch seconded; motion passed 4-0.

F. Approve a construction agreement with Reinhold Electric, Inc. to install new streetlights downtown

Public Works Director Alysén Abel said that TranSystems designed improvements for new streetlights in downtown Parkville. Staff worked with the Main Street Parkville Association (MSPA) and the Parkville Old Towne Market Community Improvement District (POTMCID) and the City received \$12,500 from the POTMCID to pay for the engineering and the POTMCID agreed to pay \$3,400 annually to cover the additional tariff for the decorative streetlights.

Abel noted that staff originally thought that that the lights would be designed and installed by Kansas City Power & Light and the City would pay the tariff, but learned that the City was required to pay to install the conduit and poles. The additional cost was not budgeted in 2018.

Two bids were received and the low bidder was Reinhold Electric, but the City did not have experience with the vendor. Staff reached out to references submitted by the vendor and received positive feedback. Staff looked at the 2018 Capital Improvement Program to determine if funds could come from other projects, but there were none that could be adjusted. Abel noted that staff could monitor the budget throughout the year and use savings from other projects to cover the cost.

Discussion focused on partnering with the POTMCID or MSPA for funding assistance and researching how other Main Street organizations were funded. The Committee was concerned with the ramifications of not approving the agreement and losing the low bid, using the other bid which was about double the cost and rejecting the bids and completing the project at a future date when funding was available.

The Finance Committee took no action. Staff would hold conversations with the POTMCID to ask for assistance to cover the project costs.

G. Approve a land use and waste disposal agreement with Damon Pursell Construction for use of its property for annual clean-up events in 2018

Public Works Director Alysén Abel stated that the City used property owned by Damon Pursell Construction for the spring and fall clean-up events and dumpsters for the extended yard waste and curbside events. She noted that the pricing structure increased because of an increase to their property taxes.

Lock moved to recommend that the Board of Aldermen approve the land use and waste disposal agreement with Damon Pursell Construction for the 2018 clean-up events. Welch seconded; motion passed 4-0.

H. Authorize staff to transfer funds from the Emergency Reserve Fund to the Brink Meyer Debt Service Fund and Brush Creek Debt Service Fund sufficient to cover the payment of bond principal, interest and fees due and paid on March 1, 2018, and September 1, 2018

Finance/Human Resources Director Matthew Chapman stated that approximately \$417,000 in transfers was budgeted in 2018 to pay the bond principal payments, interest and fees. Staff requested approval for both transfers which would be made by March 1 and September 1, 2018.

Lock moved to recommend that the Board of Aldermen authorize staff to transfer up to \$284,281.38 from the Emergency Reserve Fund to the Brink Meyer Road NID Fund and up to \$139,992.10 from the Emergency Reserve Fund to the Brush Creek NID Fund for the purpose of paying the Brink Meyer Road NID and Brush Creek NID bond payment due and paid on March 1, 2018, and September 1, 2018. Welch seconded; motion passed 4-0.

4. NON-ACTION ITEMS

A. Quarterly Projects Update

Assistant to the City Administrator Anna Mitchell provided an overview of the Capital Improvement Program, noting that five projects were completed since the last update in November 2017 and the projects in 2017 were under budget.

5. UNFINISHED BUSINESS (postponed from prior meetings)

6. OTHER BUSINESS

7. ADJOURNMENT

Chair Sportsman adjourned the meeting at 10:02 a.m.

Submitted by:

Melissa McChesney
City Clerk

Approval Date

CITY OF PARKVILLE Policy Report

Date: February 27, 2018

Prepared By:
Matthew Chapman
Finance/Human Resources Director

Reviewed By:
Michelle Hefley
City Treasurer

ISSUE:

Approve the semi-annual financial reports for the first and second half of 2017 and direct City Administration to publish.

BACKGROUND:

Both state statute and City ordinance require the City Treasurer to produce a semi-annual financial report that summarizes revenues and expenses for a six-month period. The last report was produced in March 2017 for the second half of 2016. Staff inadvertently missed producing the report for the first half of 2017 so both 2017 reports are presented here. The semi-annual reports for the first and second half of 2017 are ready for review and publication in a local newspaper as required by law. The reports include all revenues and expenditures that are expected to be credited and charged to 2017, but they do not include year-end adjustments that will be made as part of the audit process. To reduce publication costs, an abbreviated version of the reports will be published in the newspaper, but will direct readers to the City's website for additional information. The City Treasurer has prepared an expanded version of the reports for the website that include additional information; the second half report includes a full-year version of the report.

BUDGET IMPACT:

There is no budget impact associated with this action other than the cost of publication which will be funded from the Administration Division (501) of the General Fund (10).

ALTERNATIVES:

1. Approve the semi-annual financial reports for the first and second half of 2017 and direct City Administration to publish.
2. Do not approve the reports and provide further direction to staff.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends that the Finance Committee recommend that the Board of Aldermen approve the semi-annual financial reports for the first and second half of 2017 and direct City Administration to publish.

POLICY:

Section 130.090 of the Parkville Municipal Code requires the City Treasurer to furnish to the Board of Aldermen a semi-annual report in January and July each year of the amount of money received on account of the City during the half year, from what sources received, and the amount of money disbursed, and on what account, and the balance in his hands to the credit of the City. Section 105.130 of the Parkville Municipal Code requires the Board of Aldermen to publish the semi-annual report in some newspaper in the City. The sections of Code that require the production and publication of a six-month report are based on corresponding sections of Missouri statutes (RSMo 79.160 and 79.165).

ITEM 3B

For 03-01-18

Board of Aldermen – Finance Committee Meeting

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve the semi-annual financial reports for the first and second half of 2017 and direct City Administration to publish.

ATTACHMENTS:

1. Semi-Annual Report – 1st Half of 2017 (publication version)
 2. Semi-Annual Report – 1st Half of 2017 (full version)
 3. Semi-Annual Report – 2nd Half of 2017 (publication version)
 4. Semi-Annual Report – 2nd Half of 2017 (full version)
-

City of Parkville, Missouri

Semi-Annual Report

January 1 through June 30, 2017

General Fund

Revenue	2,451,364
Expenditures	<u>2,127,899</u>
Revenue, net of Expenditures	<u><u>323,465</u></u>

Enterprise Fund-Sewer Utility

Revenue	608,210
Expenditures	<u>575,205</u>
Revenue, net of Expenditures	<u><u>33,005</u></u>

Debt Service Funds

Revenue	1,159,185
Expenditures	<u>1,158,272</u>
Revenue, net of Expenditures	<u><u>913</u></u>

Special Revenue Funds

Revenue	847,554
Expenditures	<u>544,383</u>
Revenue, net of Expenditures	<u><u>303,171</u></u>

Debt of City of Parkville, June 30 ,2017

Certificates of Participation	5,440,309
Sewer Utility	1,160,000
Neighborhood Improvement Districts (NIDs)	<u>9,615,000</u>
Total Debt	<u><u>16,215,309</u></u>

For additional information, visit www.parkvillemo.gov

City of Parkville, Missouri

Semi-Annual Report

January 1 through June 30, 2017

General Fund

Beginning Balance, January 1, 2017	-
Revenue	
Taxes	1,165,610
Licenses	44,728
Permits	180,810
Franchise Fees	212,710
Sales Taxes	522,985
Other Revenue	21,540
Court Revenue	71,569
Interest Income	4,511
Grants and Miscellaneous Revenue	39,401
Transfers In	187,500
Total Revenue	<u>2,451,364</u>
Expenditures	
Administration	591,346
Police Department	576,511
Municipal Court	65,368
Public Works	122,461
Community Development	132,517
Street Department	202,666
Parks Department	140,315
Nature Sanctuary	14,109
Channel 2/Website	5,700
Transfers Out	158,750
Information Technology	27,592
Capital Outlay	90,565
Total Expenditures	<u>2,127,899</u>
Funds Carried Forward for current year	<u>1,469,363</u>
Revenue & Carryover, net of Expenditures	<u><u>1,792,828</u></u>

Enterprise Fund - Sewer Utility

Revenue	608,210
Expenditures	575,205
Funds Carried Forward for current year	-
Revenue & Carryover, net of Expenditures	<u><u>33,005</u></u>

Debt Service Funds

Revenue	1,159,185
Expenditures	<u>1,158,272</u>
Revenue, net of Expenditures	<u><u>913</u></u>

Reserved and Restricted Funds

Revenue	847,554
Expenditures	<u>544,383</u>
Revenue, net of Expenditures	<u><u>303,171</u></u>

Debt of the City of Parkville, June 30, 2017

Certificates of Participation	5,440,309
Sewer Utility	1,160,000
Neighborhood Improvement Districts (NIDs) ¹	<u>9,615,000</u>
Total Debt	<u><u>16,215,309</u></u>

¹ NID debt payments are a valid and legally binding indebtedness of the City payable from special assessments on properties benefitted by the improvements.

Submitted by Michelle Hefley, Treasurer

City of Parkville, Missouri

Semi-Annual Report

January 1 through December 31, 2017

General Fund

Revenue	4,150,798
Expenditures	<u>4,232,772</u>
Revenue, net of Expenditures	<u>(81,974)</u>

Enterprise Fund-Sewer Utility

Revenue	1,209,226
Expenditures	<u>1,202,581</u>
Revenue, net of Expenditures	<u>6,645</u>

Debt Service Funds

Revenue	1,286,133
Expenditures	<u>1,376,531</u>
Revenue, net of Expenditures	<u>(90,398)</u>

Special Revenue Funds

Revenue	2,806,867
Expenditures	<u>2,762,576</u>
Revenue, net of Expenditures	<u>44,291</u>

Debt of City of Parkville, December 31, 2017

Certificates of Participation	5,440,309
Sewer Utility	1,160,000
Neighborhood Improvement Districts (NIDs)	<u>9,615,000</u>
Total Debt	<u>16,215,309</u>

For additional information, visit www.parkvillemo.gov

City of Parkville, Missouri
Semi-Annual Report
January 1 through December 31, 2017

General Fund

Revenue	
Taxes	1,173,439
Licenses	56,257
Permits	309,647
Franchise Fees	855,590
Sales Taxes	1,050,950
Other Revenue	37,645
Court Revenue	174,720
Interest Income	7,633
Grants and Miscellaneous Revenue	109,917
Transfers In	375,000
Total Revenue	<u>4,150,798</u>

Expenditures

Administration	1,069,388
Police Department	1,132,187
Municipal Court	139,612
Public Works	237,134
Community Development	279,765
Street Department	388,648
Parks Department	335,857
Nature Sanctuary	39,967
Channel 2/Website	15,100
Transfers Out	317,500
Information Technology	51,707
Capital Outlay	225,908
Total Expenditures	<u>4,232,772</u>
Funds Carried Forward for current year	1,469,363
Revenue & Carryover, net of Expenditures	<u><u>1,387,389</u></u>

Enterprise Fund - Sewer Utility

Revenue	1,209,226
Expenditures	1,202,581
Funds Carried Forward for current year	-
Revenue & Carryover, net of Expenditures	<u><u>6,645</u></u>

Debt Service Funds

Revenue	1,286,133
Expenditures	1,376,531
Revenue, net of Expenditures	<u><u>(90,398)</u></u>

Reserved and Restricted Funds

Revenue	2,806,867
Expenditures	2,762,576
Revenue, net of Expenditures	<u><u>44,291</u></u>

Debt of the City of Parkville, December 31, 2017

Certificates of Participation	5,440,309
Sewer Utility	1,160,000
Neighborhood Improvement Districts (NIDs) ¹	9,615,000
Total Debt	<u><u>16,215,309</u></u>

¹ NID debt payments are a valid and legally binding indebtedness of the City payable from special assessments on properties benefitted by the improvements.

Submitted by Michelle Hefley, Treasurer

CITY OF PARKVILLE Policy Report

Date: February 26, 2018

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Melissa McChesney
City Clerk

ISSUE:

Approve the purchase of truck equipment from Kranz of Kansas City, Inc. for the new Public Works truck.

BACKGROUND:

On December 19, 2017, the Board of Aldermen approved the purchase of a Ford F-350 4x4 Super Duty truck from Thoroughbred Ford for the Public Works Department. The truck is currently being built with an anticipated delivery date in April.

The truck will need to be equipped with salt spreader, plow blade, and associated equipment necessary for maintenance and emergency snow operations. The City released a bid request for the equipment in January. On February 13, 2018, the City received two bid responses; the bid tabulation is listed in Attachment 1. Kranz of Kansas City provided the low bid for the truck equipment. Kranz has provided the equipment for several of the trucks in the Public Works fleet and has provided good service over the years.

BUDGET IMPACT:

The 2018 Transportation Fund Equipment line item (40-520-04-85-01) includes \$60,000 for the purchase of a 1-ton dump truck with snowplow and spreader in the Transportation Fund. The price of the truck was \$27,039.84, which was previously approved by the Board. The proposed bid from Kranz of Kansas City was \$18,383. The total of the truck purchase and the associated equipment is \$45,422.84.

ALTERNATIVES:

1. Approve the purchase of truck equipment from Kranz of Kansas City for the new Public Works truck.
2. Do not approve the purchase and provide alternative direction to staff.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approval of the purchase of truck equipment from Kranz of Kansas City for the new Public Works truck. The equipment is the same as the equipment on the other trucks in the Public Works fleet. Staff is familiar with the equipment and parts can be easily interchanged.

POLICY:

The Purchasing Policy, Resolution No. 17-016, requires Board of Aldermen approval for 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 of truck equipment from Kranz of Kansas City, Inc. for the new Public Works truck in the amount of \$18,383.

ITEM 3C

For 03-01-18

Board of Aldermen - Finance Committee Meeting

ATTACHMENTS:

1. Bid Tabulation
2. Purchase Order

BID TABULATION

TRUCK EQUIPMENT

Bid Opening Tuesday, February 13, 2018
10:05 a.m., Public Works Conference Room

Bidder Name	BASE TOTAL
American Equipment Co KCKS	\$19,383.00
• Kranz of KC KCMO	\$18,383.00

(* Recommended Award of Purchase

PURCHASE ORDER
(non-construction)

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

Date: March 6, 2018

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

VENDOR KRANZ OF KC
2012 TELEVISION PLACE
KANSAS CITY, MO 64126
Phone: 816-231-9995 Fax: 816-920-6226 Email: CPointer@Kranzkc.com

SHIP TO: 9300 NW 45 Highway, Parkville, MO 64152

INVOICE TO: City of Parkville, 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 **EIGHTEEN THOUSAND THREE HUNDRED TWENTY FOUR DOLLARS (\$18,324.00)** 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 thirty (30) days after delivery of goods and receipt of invoice. This purchase order is only valid through October 1, 2018.

ITEMS:

Truck Equipment for 2018 Ford F-350 4x4
Regular Cab Truck as outlined in Attachment 1.

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

SCHEDULE OF DELIVERY:

F.O.B. 9300 NW 45 Highway, Parkville, MO 64152

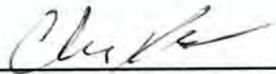
NOTE: All Terms and Conditions for Purchase Order attached hereto are incorporated herein by reference and made a part of this Purchase Order. Vendor's signature and return of this document as presented, or its delivery of any of the items covered by this Purchase Order, shall constitute acceptance of 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")

KRANZ OF KC ("Vendor")

By: _____

By: Chip Pointer 

Title: _____

Title: Sales Account Manager

Date: _____

Date: 2-15-18

ATTACHMENT "1"

Truck Equipment Bid Specs. 2018

Installed on 2018 Ford F-350 4X4 Regular Cab Pickup

Hydraulic system to operate above spreader per the following

- Belt drive hydraulic clutch pump 8 GPM
- (1) section control valve for motor spool for spreader
- Morse control cables installed in cab on tower for on/off operation of spreader
- Flow control valve for spreader frame mounted driver side
- Hydraulic hoses and quick couplings
- Spreader mounted hydraulic reservoir with return line filter
- Installed

Meyer stainless steel salt and sand spreader model PV-8

- Capacity 2 yards
- Hydraulic drive spreader single motor (will need to convert)
- Inverted vee over conveyor
- Top grate screens
- Spreader hold down kit
- Fork lift pockets for easy install and removal
- Standard spinner assembly
- Install 2nd flow control to control spinner speed
- Brake light built into spreader rear facing
- Installed

Meyer snowplow model LP-8.0

- Blade length 8'---poly blade
- Snow deflector
- Pistol grip controller
- E-Z PLUS mounting system
- E73 power unit
- Power angling
- (4) trip springs
- Night Sabre II light system with built-in turn signals
- 3 year warranty
- Installed

Roof mounted strobe mini light bar installed on cab center front with dash switch Buyers 17' led light bar

Four corner strobe system per the following

- (4) Amber strobe lights (2) mounted in grill forward facing, (2) mounted below tail lights rear facing.
- Wired to dash mounted factory Ford switch

Hoop Steps installed both sides Black

Rhino line 8' bed below rail includes rear tailgate

Undercoat entire under side of truck cab and bed

Rubber bed mat for 8' bed installed to spreader

2" receiver draw bar with a 2" ball with 5/8" pin

Back up alarm installed

**CITY OF PARKVILLE
Policy Report**

Date: February 26, 2018

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Melissa McChesney
City Clerk

ISSUE:

Approve a small construction services agreement with Delta Sweeping for the 2018 Street Sweeping Program.

BACKGROUND:

Due to heavy salt and sand usage over the winter and normal accumulation of leaves, trash and other debris, the City’s streets need to be swept periodically. Sweeping operations help to keep contaminants out of the storm sewer systems, which improves the water quality in accordance with the Clean Water Act.

The City released a bid request for the 2018 Street Sweeping Program. A bid request was held on February 8, 2018, at two responses were received: Delta Sweeping and American Sweeping.

<u>Company</u>	<u>Charge Per Hour</u>
Delta Sweeping, Inc.	\$135.00
American Sweeping, Inc.	\$140.00

The contract will be limited to an hourly rate not to exceed 60 hours. Street sweeping will occur in both the fall and spring this year. Delta Sweeping provided the low bid at \$135.00 per hour.

The City has contracted with Delta Sweeping in the past and they have provided excellent service for numerous years. Last fall, Delta Sweeping assisted the City with completing the fall street sweeping, primarily consisting of leaf removal.

BUDGET IMPACT:

The Transportation Fund includes \$15,000 for street sweeping for City streets and public parking lots (40-525-07-45-00). Delta Sweeping will be compensated for the hours spent with a contract not to exceed 60 hours, which would be \$8,100 per season. The total contract would be a maximum of \$16,200. Staff will work with the contractor to keep the contract time below 60 hours in order to keep their contract within the street sweeping budget. In 2017, the total expense of street sweeping was about \$12,000.

ALTERNATIVES:

1. Approve the contract with Delta Sweeping in an amount not to exceed \$16,200.
2. Provide direction to staff regarding the street sweeping program.
3. Do not approve the contract.
4. Postpone the item.

ITEM 3D

For 03-01-18

Board of Aldermen - Finance Committee Meeting

STAFF RECOMMENDATION:

Staff recommends approval of the small construction services agreement with Delta Sweeping for the 2018 Street Sweeping Program, in an amount not to exceed \$16,200.

POLICY:

The Purchasing Policy, Resolution No. 17-016, requires Board of Aldermen approval for all purchases above \$10,000 upon recommendation of the Finance Committee.

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve the small construction services agreement with Delta Sweeping for the 2018 Street Sweeping Program in an amount not to exceed \$16,200.

ATTACHMENTS:

1. Bid Tabulation
2. Proposed Agreement

BID TABULATION

STREET SWEEPING

Bid Opening Thursday, February 8, 2018
10:05 a.m., Public Works Conference Room

Bidder Name	BASE TOTAL
* Delta Sweeping Kansas City, MO	\$135.00 Per Hr.
American Sweeping Kansas City, MO	\$140 Per Hr.

(*) Recommended Award of Purchase

SMALL CONSTRUCTION SERVICES AGREEMENT MAINTENANCE OR REPAIR PROJECT

THIS SERVICE AGREEMENT, entered into on this 6th day of March 2018, by and between the CITY OF PARKVILLE, MISSOURI ("City") and DELTA SWEEPING COMPANY ("Contractor").

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

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

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

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

I. SCOPE OF SERVICES

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

II. COMPENSATION

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

III. SCHEDULE

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

IV. CHANGES

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

V. INDEMNIFICATION

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

VI. INSURANCE

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

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

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

VIII. WARRANTY

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

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

IX. OWNERSHIP OF WORK PRODUCT

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

X. RELATIONSHIP OF THE PARTIES

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

XI. NOTICES

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

City of Parkville
Attn: Public Works Director
8880 Clark Ave.
Parkville, MO 64152
aabel@parkvillemo.gov

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

Delta Sweeping Company
2001 Guinotte Avenue
Kansas City, MO 64120
816-221-8851
Nickie Francis
NFrancis2013@att.net

XII. CORRECTION OF WORK

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

XIII. TERM AND TERMINATION

- A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.

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

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

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

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

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

XIV. RESOLUTION OF DISPUTES

- A. Should the Contractor believe that it is entitled to any relief due to errors, omissions or defects in the Plans or Specifications, or as a result of any act or omission of an independent contractor designer in connection with the Project, the City shall cooperate with the Contractor by permitting the Contractor to pursue legal action against the designer in the name of the City at Contractor's sole risk and expense as the City would otherwise have against such designer. The City shall pay to Contractor such sums as may be recovered from

the designer on behalf of Contractor. Other than this duty of cooperation and remittance, the City shall have no liability or obligation to Contractor for any act, error, omission, negligence or breach of duty by a designer.

- B. City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed.
- C. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the City Public Works Director as to such matter or other action on which the dispute is based. A decision of the City Public Works Director (where appropriate) under GC-7 above; notice of dispute, and direct negotiation, shall be conditions precedent to further action.
- D. Arbitration of disputes.
 - 1. Claims, except those waived as provided for elsewhere in this Agreement, which have not been resolved by the procedures described above, shall be decided by arbitration which, unless the parties mutually agree otherwise, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association.
 - 2. A demand for arbitration may be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.
 - 3. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the City or Contractor and any person or entity with whom the City or Contractor has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Contract shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Contract or not a party to an agreement with the City Contractor, except by written consent containing a specific reference to the Agreement signed by the City and Contractor and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
 - 4. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
 - 5. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

XV. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- B. Assignability. Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- C. Media Announcements. Contractor shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City
- D. Compliance with Local Laws. Contractor shall comply with all applicable laws, ordinances, and codes of the State of Missouri and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- E. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:
 - i. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - ii. Contractor will, in all solicitation or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 - iii. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- F. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Contractor shall take appropriate steps to assure compliance.
- G. Interest of Contractor and Employees. Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- H. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this

Agreement shall be in writing and shall be signed by the City and Contractor, and attached hereto.

- I. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- J. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- K. Third Parties. The Services to be performed by the Contractor are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

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

CITY OF PARKVILLE, MISSOURI

By: _____
Nanette K. Johnston, Mayor

ATTEST:

Melissa McChesney, City Clerk

DELTA SWEEPING COMPANY

By: _____

Exhibit A

SCOPE OF WORK AND PRICING AGREEMENT

A. Scope of Work:

Perform all street sweeping for areas as defined by City personnel to include:

1. Contractor to remove all significant debris and contaminants from all public streets and parking lots in the City with a professional grade street sweeping machine.
2. Contractor will furnish all equipment, fuel, labor and insurance to complete the services.
3. The City will provide a location to dump debris at the Public Works Street facility.

B. Compensation:

1. This is a UNIT PRICE Agreement based upon **\$135.00 per hour**, not to exceed **60** hours, without prior authorization from the City.

C. Schedule:

1. Work to proceed upon receipt by Contractor of Notice to Proceed issued by the City, and to be completed within a timeframe as directed by the Director of Operations.

Term of Agreement: Until December 31, 2018

CITY OF PARKVILLE Policy Report

Date: February 27, 2018

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Melissa McChesney
City Clerk

ISSUE:

Approve a construction agreement with Midwest Storm Restoration (MSR) for the English Landing Park Restroom Exterior Improvements Project.

BACKGROUND:

The first phase of the English Landing Park Restroom Project was completed in November 2016 and included Tnemec flooring, epoxy wall covering, plumbing upgrades, electrical upgrades, new restroom fixtures, an ADA bi-level drinking fountain and ADA sidewalk improvements. In an effort to stay within budget, the City contracted directly with the subcontractors to perform the reconstruction work.

The planned improvements for Phase 2 will include upgrades to the exterior of the building to blend it with other parks building structures in English Landing Park. Additional improvements include the installation of a new roof to match the green roof structures in the park. In an effort to allow the restroom to be open year-round, heating units will be installed.

Davidson Design assisted with the design of the Phase 2 improvements. On August 22, 2017, the bid documents were released with the plans and specifications through the City's website and Drexel's Plan Room. On September 12, 2017, only one contractor responded to the bid request which was outside of the project budget.

On October 3, 2017, the Board of Aldermen authorized staff to obtain three quotes for each of the trades. Since the City's purchasing policy requires sealed bids for any cost that exceeds \$20,000, staff decided to re-bid all of the trades with sealed bids. Staff solicited several subcontractors and re-bid the project.

On November 7, 2017, two contractors submitted sealed bid responses for the restroom improvements. Both contractors submitted bids for the reinforcement of the walls, which is the largest portion of the project. On November 21, 2017, the Board of Aldermen approved the construction agreement with C&M Masonry for masonry work for the project.

Staff requested quotes from three contractors to remove the existing roof and install a metal standing seam roof. Staff requested the installation of two skylights as an alternative to the bidding to add flexibility to the contract. SRI Contractors, LLC was the low bidder with a quote of \$34,955. The original bid documents did not include the replacement of the roof framing. On January 2, 2018, the Board of Aldermen approved a construction agreement and change order with SRI Contractors for the improvements to the roof on the restroom.

Following the construction agreement approval, the contractor had issues obtaining the proper performance and maintenance bonding documents that are required with the City's standard form agreements. They withdrew their quote. The next low bidder was Midwest Storm Restoration, with a quote of \$38,250 with the installation of two tubular lights. Staff confirmed that their bid included the replacement of the roof framing.

ITEM 3E*For 03-01-18**Board of Aldermen – Finance Committee Meeting***BUDGET IMPACT:**

The 2018 Parks Capital Outlay (budget line item 10-560-52-50-00) included \$70,000 for the English Landing Park restroom improvements. The City received a Platte County Outreach Grant in the amount of \$35,000 for the Phase 2 improvements. There is a total of \$105,000 available for this project. The construction agreement with Midwest Storm Restoration for the roof improvements will be \$38,250. To date, the following contracts have been approved:

<u>Contractor</u>	<u>Trade</u>	<u>Contract Amount</u>
Lippert Mechanical	Heating	\$4,940
C&M Masonry	Stone Veneer	\$5,375
Five Star Stucco (pending signature)	Stucco	\$6,000
Midwest Storm Restoration	Roofing	\$38,250
Total Project Cost		\$54,565

ALTERNATIVES:

1. Approve the construction agreement with Midwest Storm Restoration for the English Landing Park restroom roofing improvements.
2. Provide alternative direction to staff.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends that the Board of Aldermen to approve the construction agreement with Midwest Storm Restoration for the English Landing Park restroom roofing improvements.

POLICY:

The Purchasing Policy, Resolution No. 17-016, requires Board of Aldermen approval for all purchases above \$10,000 upon recommendation of the Finance Committee.

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve a construction agreement with Midwest Storm Restoration in the amount of \$38,250 for the English Landing Park restroom roofing improvements.

ATTACHMENTS:

1. Bid Tabulation
2. Draft Agreement

BID TABULATION

ELP RESTROOM - ROOFING

Bidder	Base Bid	Bid Alternative	Total Bid
SRI Contractors, LLC (Greentop, MO)	\$32,455	\$2,500	\$34,955 *
Cornell Roofing & Sheet Metal Co. (Independence, MO)	\$36,085	\$3,600	\$39,685
Midwest Storm Restoration (Trenton, MO)	\$35,750	\$1,250	\$37,000

(*) Recommended Award of Purchase

CITY OF PARKVILLE, MO
AGREEMENT BETWEEN CITY OF PARKVILLE
AND CONTRACTOR
FOR
ENGLISH LANDING PARK PUBLIC RESTROOM PHASE II
EXTERIOR REHABILITATION

This agreement is made and entered into this 6th day of March, 2018, by and between the City of Parkville, Missouri, (hereinafter the "City") and **MIDWEST STORM RESTORATION** (hereinafter the "Contractor").

WITNESSETH:

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

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

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

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

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

ARTICLE I. The Contractor will furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work designated, described and required by the Contract Documents, all in accordance with the Contract Documents, on file with the City Clerk of Parkville, Missouri, all of which are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Missouri and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. The City shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of

THIRTY EIGHT THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO/100 Dollars (\$38,250.00) (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

ARTICLE III. The contractor shall commence work upon the date stated in the Notice to Proceed and will complete all work by this Contract by 60 days. Time is of the essence. Accordingly, liquidated damages shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in the amount of \$100.00 for each and every calendar day the work remains incomplete over the specified completion time.

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

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

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

Exhibit A	General Conditions of the Contract
Exhibit A-1	Special Conditions of the Contract
Exhibit B-1	Performance Bond
Exhibit B-2	Payment Bond
Exhibit C	Scope of Work & Plan Sheets, A-1, -, A-5, S1.0, S2.0, S4.0, S5.0, MP1, E1
Exhibit D	Specifications – Included on Plan Sheets
Exhibit E	Contractor's Affidavit Acknowledging Federal Lobbying Activities and Conflict of Interest Prohibition
Exhibit F	Sales tax exemption documentation forms
Exhibit G	Contractor's Affidavit of Compliance with Non-Discrimination and Equal Employment Opportunity Laws
Exhibit H	Affidavit of Compliance with Safety Training Requirements (§292.675 R.S. Mo.)
Exhibit I	Affidavit of Compliance with R.S. Mo §285.530.6
Exhibit J-1	Applicable Missouri Prevailing Wage Rates
Exhibit J-2	Prevailing Wage Rate Reporting Form
Exhibit J-3	Certification of Compliance with Prevailing Wage Requirements
Exhibit K	Insurance Requirements
Exhibit L	Bill of Sale
Exhibit M	Bailment Agreement
Exhibit N	Conditional Partial Waiver of Lien and Release of Claims
Exhibit O	Conditional Final Waiver of Lien and Release of Claims
	Certificate of Substantial Completion
	Certificate of Final completion
	Construction Change Directive
	Change Order

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

CITY OF PARKVILLE, MISSOURI

By: _____
Nanette K. Johnston

Title: Mayor

ATTEST:

Melissa McChesney, City Clerk

MIDWEST STORM RESTORATION _____
Contractor

By _____

Title _____

(SEAL)

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

Exhibit C

List of Plans, by sheet and date of issue, and all addenda thereto

(Attached)

Scope of Work

Contractor to do all of the project considered “above the ceiling”.

Remove shingles replace sheeting as needed. Install synthetic underlayment. Install standing seam metal to roof along with new drip edge, pipe boots and rake trim. Install new metal soffit panel, gutters and downspouts. Add two (2) Tubular Skylights.

Includes installation of all items specified in the plans from Davidson Architecture & Engineering, dated July 13, 2017, again, “above the ceiling”.

Contractor is not responsible for electrical or plumbing of any sort. Additional light carpentry or finish work at or below the ceiling may be subject to agreed change order(s).

Contractor will obtain all necessary licenses and permits.

This is a Prevailing Wage Project.

Contract Total \$38,250.00

Term of Contract: 60 Days from Notice to Proceed

CITY OF PARKVILLE Policy Report

Date: February 26, 2018

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Melissa McChesney
City Clerk

ISSUE:

Approve a construction agreement with Reinhold Electric, Inc. to install new streetlights downtown.

BACKGROUND:

In 2016, the City completed the Route 9 Downtown Entryway Project which included the installation of sidewalk, streetlight and signage improvements from White Aloe Bridge to the city limits. New decorative streetlights were installed through a partnership with MoDOT, KCP&L and Park University. MoDOT installed the wiring, conduit and pole bases. KCP&L owns and maintains the lights and the City pays an annual tariff for the service. Through a cooperative agreement, Park University reimburses the City for a portion of the annual tariff.

In 2016, the downtown merchants approached the City to improve the streetlights in the downtown area, primarily on Main and 1st streets. The arrangement on the Route 9 Project provides a model for updating the streetlights. KCP&L will install and maintain the streetlights, while the local entity completes the design and commits to the annual tariff. The City is responsible for the installation of the conduit, wire, and pole bases. After the initial construction is complete, KCP&L will set the poles for the streetlights.

The cost of the engineering design was covered by a grant from Parkville Old Towne Marketplace Community Improvement District (POTMCID) in the amount of \$12,500. POTMCID will issue the payment once the streetlights have been installed. On March 7, 2017, the POTMCID Board of Directors approved a grant in the amount of \$3,400 per year to cover the cost differential for upgrading the decorative lighting.

On March 21, 2017, the Board of Aldermen approved a professional services agreement with TranSystems for the design of the downtown streetlight project. The design was completed in late 2017. The bid documents for the installation of the streetlights were released in January and on February 7, 2018, two companies responded to the bid request. Reinhold Electric was the low bidder with a quote of \$59,780. Since the City has no experience working with Reinhold Electric, staff contacted the contractor for references. Staff reached out to the references and received favorable feedback. They are the primary contractor for several small communities in the St. Louis area with downtowns similar to ours.

The cost of the Downtown Streetlight Project was not included in the 2018 Capital Improvements Program. The City previously indicated that it would assume the cost of sidewalk restoration portion of the project as part of its annual sidewalk program. Based on initial conversations with KCP&L, it was assumed the electrical conduit portion of the construction would be covered by KCP&L. After subsequent conversations, the construction of the conduit, wire, and pole bases are typically the responsibility of the local municipality. KCP&L will purchase and install the street light poles and fixtures as part of their tariff reimbursement program. Since the wiring expense was not included in the approved sidewalk budget, staff will prepare and present a

ITEM 3F

For 03-01-18

Board of Aldermen – Finance Committee Meeting

revised budget document for adoption that includes the installation of the electrical wiring for the streetlights and the reconstruction of the brick sidewalk.

This item was presented to the Finance Committee on February 16, 2018. The committee did not take any action at the meeting due to the lack of project funding and directed staff to pursue grant funding from the POTMCID.

On February 20, 2018, staff met with the Chairman of the Parkville Old Towne Market Community Improvement District and discussed grant funding for the street light project. A grant application for \$45,000 was made the same day, and a meeting of the POTMCID Board of Directors was scheduled for February 26, 2018. At the February 26th meeting, the POTMCID Board, by a vote of 3-1, approved the grant proposal in the amount of \$30,000, contingent on the Board of Aldermen's approval of the POTMCID's Board of Directors slate.

Prior to the vote, the City Administrator addressed issues related to the POTMCID's Board's motion. First, he mentioned the downtown street light project was originally initiated by Downtown Parkville, and the city was simply cooperating in facilitating the request. Secondly, in regard to the Board of Directors slate issue, he explained, by law, the Board of Aldermen retains the authority to approve the slate and have stated its reasons for rejecting previous slates. He further expressed his view that the inclusion of the contingency with the grant would not be approved by the Board of Aldermen. The POTMCID Board proceeded with the vote. Staff therefore interprets the vote by the POTMCID as a rejection of the City of Parkville grant request. It is being presented to the Finance Committee this way, unless otherwise directed.

BUDGET IMPACT:

The cost of the engineering was covered by the POTMCID grant. There will be no budget impact to the annual tariff rate - the difference between the existing lights and proposed decorative lights will be covered by the POTMCID at a cost not to exceed \$3,400 per year.

The base contract with Reinhold Electric would be for \$59,780. It is anticipated that there will be additional cost savings throughout the year in the Transportation Fund that can cover that expense, including an approximate budget savings of \$13,000 in the Equipment line item (40-520.04-85-01). An additional change order will be requested separately to handle additional sidewalk repairs outside of the project limits. The street maintenance program can be used for those improvements.

ALTERNATIVES:

1. Approve a construction agreement with Reinhold Electric for the new downtown streetlight project; and cover the entire project cost with the Transportation Fund.
2. Postpone the installation of the downtown streetlights until project funding is identified.
3. Provide further direction to staff regarding the downtown streetlights.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approval of a construction agreement with Reinhold Electric for the new downtown streetlight project, with the funding to come from the Transportation Fund.

POLICY:

The Purchasing Policy, Resolution No. 17-016, requires Board of Aldermen approval for all purchases above \$10,000 upon recommendation of the Finance Committee.

ITEM 3F

For 03-01-18

Board of Aldermen – Finance Committee Meeting

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve a construction agreement with Reinhold Electric to install new streetlights downtown in the amount of \$59,780.

ATTACHMENTS:

1. Bid Tabulation
2. Construction Agreement

BID TABULATION

DOWNTOWN STREETLIGHTS

Bid Opening Wednesday, February 7, 2018

10:05 a.m., Public Works Conference Room

Bidder Name	BASE TOTAL
Reinhold Electric, Inc. St. Louis, MO	\$59,780.00
Capital Electric Line Builders, Inc. Riverside, MO	\$112,669.00

(*) Recommended Award of Purchase

CITY OF PARKVILLE, MO

**AGREEMENT BETWEEN CITY OF PARKVILLE
AND CONTRACTOR
FOR
DOWNTOWN STREETLIGHT PROJECT**

This agreement is made and entered into this 6th day of **March, 2018**, by and between the City of Parkville, Missouri, (hereinafter the "City") and **REINHOLD ELECTRIC, INC.** (hereinafter the "Contractor").

WITNESSETH:

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

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

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

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

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

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

Work Timeframe:

The work will commence once the City issues a notice-to-proceed and the Board of Aldermen have approved the contract. This is a 30 calendar day project from Notice to Proceed.

Measurement and Payment:

Exhibit C of the construction agreement includes the details related to the measurement and payment of the bid items.

Sequence of Work:

The Contractor shall sequence work in such a way as to minimize disruptions to the general public. Work hours shall be restricted to 7 a.m. to 5 p.m Monday-Friday unless approved otherwise. Coordination with downtown business owners that are directly affected will be required. Contractor will be required to provide access to businesses during construction.

Environmental and Safety Requirements:

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

Traffic Control:

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

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

ARTICLE II. The City shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of **FIFTY NINE THOUSAND SEVEN HUNDRED EIGHTY DOLLARS (\$59,780.00)** (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

ARTICLE III. The contractor shall commence work upon the date stated in the Notice to Proceed and will complete all work by this Contract by 60 days. Time is of the essence. Accordingly, liquidated damages shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in the amount of \$100.00 for each and every calendar day the work remains incomplete over the specified completion time.

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

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

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

Exhibit A	General Conditions of the Contract
Exhibit A-1	Special Conditions of the Contract
Exhibit B-1	Performance Bond
Exhibit B-2	Payment Bond
Exhibit C	Scope of Project
Exhibit D	Not Applicable
Exhibit E	Contractor's Affidavit Acknowledging Federal Lobbying Activities and Conflict of Interest Prohibition
Exhibit F	Sales tax exemption documentation forms
Exhibit G	Contractor's Affidavit of Compliance with Non-Discrimination and Equal Employment Opportunity Laws

Exhibit H	Affidavit of Compliance with Safety Training Requirements (§292.675 R.S. Mo.)
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Exhibit J-1	Applicable Missouri Prevailing Wage Rates
Exhibit J-2	Prevailing Wage Rate Reporting Form
Exhibit J-3	Certification of Compliance with Prevailing Wage Requirements
Exhibit K	Insurance Requirements
Exhibit L	Bill of Sale
Exhibit M	Bailment Agreement
Exhibit N	Conditional Partial Waiver of Lien and Release of Claims
Exhibit O	Conditional Final Waiver of Lien and Release of Claims
	Certificate of Final completion
	Construction Change Directive
	Change Order

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

CITY OF PARKVILLE, MISSOURI

By: Nanette K. Johnston

Title: Mayor

ATTEST:

Melissa McChesney, City Clerk

REINHOLD ELECTRIC, INC.
Contractor

By _____

Title _____

(SEAL)

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