



Request for Qualifications: On-Call Pump Maintenance and Repair Services

The City of Parkville, Missouri (“City”) is pleased to issue this Request for Qualifications (“RFQ”) for On-Call Pump Maintenance and Repair Services.

1. INTRODUCTION

The City of Parkville is a fourth-class city occupying a total of 15.41 square miles located in the southern portion of Platte County, Missouri along the Missouri River. The population of Parkville was estimated to be 6,296 in 2015 and has been experiencing considerable growth over the previous years. Parkville is home to Park University, Parkville Commons, English Landing Park, the National Golf Club, Riss Lake, and the historic downtown Main Street area.

The City of Parkville has approximately 40 permanent employees, with 20 employees in the Public Works Department. Services are supplemented by various contracted, seasonal, and intern employees. The City offers a full range of municipal services including administration, public works, community development, police, and municipal court. Public Works offers services in street maintenance, park maintenance, and sanitary sewer utility. The City of Parkville maintains approximately 100 lane miles of roads, including sections of major thoroughfares. The City contains state highways, Highway 9 and Highway 45, which transect the City. Additional information for the City of Parkville can be found via our website at www.parkvillemo.gov.

The City of Parkville intends to enter into an on-call agreement with with one company to provide services such as preventative maintenance and repair to the City’s six (6) pump stations. This RFQ is only for routine maintenance and emergency repair of existing infrastructure and involves no new or expanded construction: it is the City’s intent to engage these services separately. The purpose of this RFQ is to review the experience of qualified groups or individuals through an evaluation and comparison of past performance, resumes from key staff members, three appropriate references per proposal, a list of prior experience in other sewer utilities and the submittal of sample reports.

In order to be considered, qualifications must address each of the concerns requested in this document. Accessibility and a timely response from each candidate is essential to the position. The intended agreement period will be for one year with the option to renew an additional year, if desired.

2. PROPOSAL AND EVALUATION CRITERIA

A. Instructions to Applicants:

1. The response to this RFQ should be delivered as follows: Four (4) hard copies plus one (1) electronic PDF file version (on a CD or flash drive) shall be submitted to the address below in a sealed package clearly marked to the attention of Alysén Abel and must be received at the address below **by 10:00 a.m. Central Time on Tuesday, January 16, 2018.**

Alysén Abel, P.E.
Public Works Director
City of Parkville
8880 Clark Ave.
Parkville, MO 64152
aabel@parkvillemo.gov

2. Any proposals received after the specified date and time will be rejected and returned unopened. Proposals may not be modified or withdrawn after the submittal deadline. However, a respondent may withdraw one's proposal from the selection process at any time prior to the submittal deadline. The City reserves the right to extend the time for submittals.
3. Additional promotional materials/brochures may be included in addition to the proposal but may not substitute for any of the content requirements of the proposal itself. This additional material need not be submitted in an electronic format.
4. Communication (other than through the process described herein) with the City, the selection committee, or the general public relative to this RFQ prior to the announcement of a selection is strictly prohibited.
5. The City reserves the right to request a change in any proposed sub-consultants, if applicable.
6. The City reserves the right to waive any irregularities and/or reject any and all submittals. The City is under no obligation to award a contract to any firm or individual attorney submitting a proposal.
7. The City shall not be responsible for any costs incurred in the preparation, submittal, and presentation of proposals.
8. All materials submitted shall become the property of the City and shall be subject to the laws and regulations relating to the disclosure of public information. No guarantee of privacy or confidentiality is offered or implied.

B. Proposal Requirements and Evaluation Criteria

The following are the contents that all proposals must include. The following categories and criteria will be major considerations in the evaluation and determination of the most qualified and capable candidate. Note: The sequence of the listing is not intended to reflect relative weight of each category:

1. **Interest and Relevant Experience:** A statement of interest for the scope of services (not to exceed one page) including a narrative describing the respondent's capabilities, relevant experience, and interest in the scope of work.
2. **Availability:** A statement on the availability and commitment of the respondent to undertake the scope of services.
3. **Background and Training:** Proposal shall include resumes of key personnel who may perform services, including the lead contact who will act as the responsible person performing the described services. Resumes should list all relevant educational background/training, professional registration and licensing for the State of Missouri, and experience.
4. **References:** The name, address and telephone number of at least three client references (preferably sewer utility clients) who can attest to the respondent's ability to perform the services. Proposal shall include a description of the relationship between each reference and the respondent.
5. **Sample Reports:** Proposal shall include examples of previous reports or an accurate portrayal of said report. Include an example of each type of relevant report commonly used for the scope of services.
6. **Disclosure:** Proposal will disclose any professional or personal financial interest which could be a possible conflict of interest in contracting with the City.
7. **Fee:** Proposal shall include billing rates for routine maintenance as well as emergency repairs. Provide a flat rate per pump based on the equipment provided. The preventative maintenance flat rate shall include all trip charges, manhours, service truck charges and tools/equipment needed to perform the work. Additional required information includes: regular hourly rates, overtime rates, weekend rates and holiday rates for emergency and non emergency maintenance and repairs (Attachment 1 provides definitions of emergencies and non emergencies as well as the specifications and locations of all 6 pump stations).
8. **Adherence to Contract:** An example of City's Small Construction Services Agreement is included as Attachment 2. This contract shall act as a reference and will not serve as an official document. Respondent shall thoroughly review the agreement and state an ability to comply with its terms and/or state any terms for which it will request re-negotiation.

3. PROPOSED PROCESS AND TIMELINE (TENTATIVE)

The following schedule will be utilized during the selection process.

| <u>CRITICAL DATES</u> | <u>DESCRIPTION</u> |
|--------------------------------|--|
| December 19, 2017 | Release RFQ packet |
| January 16, 2018 at 10:00 a.m. | RFQ Deadline |
| Week of January 22, 2018 | Selection Committee Meets |
| Week of January 22, 2018 | Staff Conducts Interviews |
| January 29, 2018 | On-Call Agreement presented to Finance Committee |
| February 6, 2018 | Agreement presented at Board of Aldermen Meeting |

By submitting a proposal in response to this RFQ, the respondent expresses its intent to comply with the established timeline. In addition, the respondent accepts the evaluation process and methodology, as well as acknowledges and accepts that the determination of “the most qualified and capable” group or individuals will require subjective judgments by the selection committee and the City. Thank you in advance for your interest in the City of Parkville.

ATTACHMENTS

1. Definitions and Specifications
2. Small Construction Services Agreement (Example)

END OF REQUEST FOR QUALIFICATIONS

ATTACHMENT 1: DEFINITIONS AND SPECIFICATIONS

Definitions

This Agreement allows the City to call on Contractor for assistance during emergency and non-emergency work scenarios. The situations will require different response times due to the severity and urgency of the work.

1. Emergency – An emergency situation requires a response time **within 4 hours** for a condition that jeopardizes public safety; and with 24 hours for a condition that constitutes a public inconvenience. Work will be authorized by the Public Works Director or authorized representative.
2. Non-emergency – A non-emergency situation requires a response time within 2 business days or a timeframe that is mutually agreed upon by both parties.

Specifications and Billing Rates

| PUMP INFORMATION | FLAT RATE/EA |
|---|--------------|
| <u>Hwy. FF pump station</u> (2) Smith & Loveless Pumps Model # 4B3B 15 HP | |
| <u>McAfee PS</u> (2) ABS pumps Model # AFP 1077 ME430/4/43.60 60HP | |
| <u>Pinecrest PS</u> (2) ABS pumps Model # XFP100E-CB1.2 PE105/4 14HP | |
| <u>45 Highway PS</u> (2) Flygt pumps Model # CP3102.180.0820 5HP | |
| <u>Nationals</u> (2) Flygt pumps Model # CP3170-090-6060 30HP | |
| <u>Riverhills PS</u> (2) Flygt pumps Model # CR3140-090-6066 15 HP | |
| <u>WWTF RAS pumps</u> (3) ABS pumps 2-Model #AFP1546.2-M105/4 14 HP 1- Model #XFP 105E-CB1.4-PE105/4 14 HP3 | |

EMERGENCY REPAIR SERVICES

| SCOPE OF WORK | Regular Hourly | Overtime Hourly | Weekends Hourly | Holidays Hourly |
|--|----------------|-----------------|-----------------|-----------------|
| FIELD MECHANIC | | | | |
| SHOP MECHANIC | | | | |
| CONFINED SPACE ENTRY | | | | |
| BOOM TRUCK TRIP CHARGE (Including Operator) | | | | |

COMMON REPAIRS

Based on a _____ HP pump size, indicate a total price (labor, materials, and truck/tool charges) to perform common repairs as listed.

| SCOPE OF WORK | Non-Emergency | Emergency | Weekends | Holidays Hourly |
|--|---------------|-----------|----------|-----------------|
| Basic repair: Seals, O-Rings, hardware | | | | |
| Submersible pump motor rewind 0HP-70HP | | | | |
| Vibration analyses and report | | | | |
| Replace bearings and seals | | | | |
| Replace seals only | | | | |
| Replace power cord | | | | |

Indicate percent markup on material and parts:

\$0.00 - \$1,999.99 _____

\$2,000 - \$4,999.00 _____

\$5,000 and up _____

ATTACHMENT 2: SMALL CONSTRUCTION SERVICES AGREEMENT

**SMALL CONSTRUCTION SERVICES AGREEMENT
MAINTENANCE OR REPAIR PROJECT**

THIS SERVICE AGREEMENT, entered into on this ___ day of _____, 2018 by and between the CITY OF PARKVILLE, MISSOURI ("City") and _____, _____ ("Contractor").

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

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

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

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

I. SCOPE OF SERVICES

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

II. COMPENSATION

- A. As consideration for providing the Construction Services, the City shall pay Contractor as set forth in **Exhibit "A"**.
- B. Contractor shall submit its invoices to the City either at completion of the Project, or on such milestone or other interim terms as set forth on **Exhibit "A"**. Contractor's final invoice shall be accompanied by Waivers of Lien 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 lien waivers on the form attached as **Exhibit "B-1."** The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Contractor of the nature of the dispute regarding the balance.

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

III. SCHEDULE

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

IV. CHANGES

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

V. INDEMNIFICATION

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

VI. INSURANCE

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

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

- A. Contractor's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance. The City reserves the right to request qualifications and/or reject service from any and all employees of the Contractor.
- B. Unless otherwise stated in **Exhibit "A"**, Contractor shall be represented by a Superintendent or Foreman authorized to give and receive all instruction and notices from and to the City at all times while performing Construction Services, and shall have on site a person who is fluent in all languages necessary to communicate instructions regarding the work and information regarding medical emergencies with Contractor's employees and subcontractors.
- C. All of the Construction Services required hereunder will be performed by the Contractor or under Contractor's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- D. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement including, but not limited to, indemnification, insurance and warranties.

- E. Contractor and all subcontractors with a contract value of \$5,000 or more shall execute affidavits on the form attached as **Exhibit "D"**, attesting to their compliance with RSMo. § 285.530.5 concerning compliance with Missouri's Worker Eligibility requirements.
- F. Contractor and all subcontractors must require all on-site employees to complete the ten-hour construction training program required under Section 292.675 RSMo. unless they have previously completed the program and have documentation of having done so. Contractor shall execute the affidavit attached as **Exhibit "E"**, attesting that it has provided OSHA safety training for its on-site employees. Contractor will forfeit a penalty to the City of \$2,500 plus an additional \$100 for each employee employed by Contractor or any subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. See Section 292.675 RSMo.
- G. No illegal drug or alcohol usage will be tolerated at the Site. All persons admitted to work on the Site will dress appropriately and avoid foul language. Music shall not be played at volume levels that would be objectionable to third-parties. Any worker found by the City to be violating these conduct requirements will be removed immediately.

VIII. WARRANTY

- A. The Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new unless the Scope of Work documents require or permit otherwise. 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

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

X. RELATIONSHIP OF THE PARTIES

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

XI. NOTICES

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

B. Notices sent by Contractor shall be sent to:

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

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

Contractor
Attn:
Street Address
City, State, Zip

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.

MISCELLANEOUS PROVISIONS

- C. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- D. 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.
- E. 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
- F. 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.
- G. 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.
- H. 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.

- I. 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.
- J. 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.
- K. 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

CONTRACTOR

By: _____

EXHIBIT A

SCOPE OF WORK AND PRICING AGREEMENT

- A. The Scope of Work includes on-call pump maintenance and repair services to include, but not be limited to:
1. Preventative Maintenance:
 - A. Pull pump
 - B. Remove and inspect volute and impeller
 - C. Inspect and change oil
 - D. Measure and record voltage on all 3 phases. Test motor winding resistance. Test seal leakage current (if applicable). Check and record run amps. Check and tighten all power connections at terminal box.
 - E. Verify float/VFD operation
 - F. Check power cord conditions
 - G. Reseal all conduits between pump wet well and electrical control boxes
 - H. Vacuum prime pumps only: Verify pump priming cycle. Remove and clean sensor electrode and glass electrode housing and verify operation.
 - I. When preventative maintenance is complete, perform pump down test to verify that the pump is operational.
 - J. Provide a detailed service report with written and photographic documentation of each process.
 - K. Records maintenance
 2. Repair Maintenance
 - A. Pull pump, investigate control panel, etc.
 - B. Perform trouble-shooting and field inspection.
 - C. Report findings and make written recommendations with pricing estimates to Director of Public Works or authorized representative.
 - D. Make repairs as authorized by Director of Public Works or authorized representative in accordance with on-call contract pricing.
- B. This Agreement allows the City to call on Contractor for assistance during emergency and non-emergency work scenarios. The situations will require different response times due to the severity and urgency of the work.
1. Emergency – An emergency situation requires a response time within 4 hours for a condition that jeopardizes public safety; and with 24 hours for a condition that constitutes a public inconvenience. Work will be authorized by the Public Works Director or authorized representative.
 2. Non-emergency – A non-emergency situation requires a response time within 2 business days or a timeframe that is mutually agreed upon by both parties.
- C. Contractor shall commence the Work upon notice from the Director of Public Works or authorized representative. Contractor and City representative will agree on scope of work and determine a

timeframe to complete for both emergency and non-emergency work prior to Contractor performing any work. Additional labor required by unforeseen site issues must be authorized by City in advance. Any work not authorized by the City, and performed by the Contractor without City approval, shall be at the Contractor's own risk, cost and expense, and Contractor shall not make claim for compensation from the City for such work.

- D. Upon completion of the work, and approval of such work by the City, Contractor shall submit an invoice in accordance with the provisions set forth in Paragraph II (B) of this Agreement.

EXHIBIT B-1

CONDITIONAL PARTIAL RELEASE OF LIEN AND WAIVER OF CLAIMS

To: The City of Parkville, Missouri, the Owner of the real estate (the "Property") identified below, any Lender(s) having any loans secured by the Property, the Applicant's Contractor (if not the General Contractor) and other parties, if any, having any interest in (hereinafter collectively the "Beneficiaries").

The "Property": _____

Description of the "Project": _____

The undersigned hereby applies for payment, certifies and waives lien rights, bond rights and all other claims.

Payment Request Amount: \$ _____

Date of last work covered by payment request: _____

Certificate

The undersigned, contingent upon the issuance, final clearance and payment of a valuable consideration of the sum stated above, and being familiar with the penalties for false certification, does hereby certify to the Beneficiaries that:

1. The amount requested for labor performed and equipment and material supplied on this Project or in connection with the Property reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto concerning work to be performed on the Property (hereinafter the "Contract").
2. No labor, equipment or materials have been supplied by the undersigned to the Project which have not been included in the applications for payment submitted to date, under any agreement, verbal or written, or any arrangements of any type whatsoever, except as specifically noted here:

3. Payment in full, less retainage and other claims documented as required by the Contract (if any), has been made by the undersigned through the period covered by all prior payments (a) to all of the undersigned's subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that it owes no monies or other things of value to any subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner, except as identified below:

4. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Fringe Benefits owed pursuant to collective bargaining agreements, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the contract. Specifically, the undersigned has paid, or out of the proceeds of this payment will promptly pay, all sales or use tax due and owing.

5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

Partial Waiver and Release of Claims

NOW, THEREFORE, contingent upon the issuance, final clearance and payment of \$_____, the undersigned irrevocably and unconditionally releases and waives any and all mechanic's liens or other liens or right to claim any and all mechanic's liens or other liens against the Property, except as pertains to unpaid retainage and claims documented as required by the Contract, through the date of last work covered by the payment application stated above. Additionally, the undersigned waives and releases any other claims against the Owner or its sureties on any bonds, or any other claims of any kind whatsoever in connection with this Contract and with the Property, also referred to as _____. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any lien, bond, claims or suits in connection with the materials, labor, and everything else in connection with this Contract for which payment has been made.

Dated _____, 20__.

CONTRACTOR: _____

By: _____

Name: _____

Title: _____

State of _____)

County of _____)

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public in and for said County and State

Commission Expires

EXHIBIT B-2

CONDITIONAL FINAL WAIVER OF LIEN AND RELEASE OF CLAIMS

To: the City of Parkville, Missouri, the Owner of the real estate (the "Property") identified below, any Lender(s) having any loans secured by the Property, the Applicant's Contractor (if not the General Contractor) and other parties, if any, having any interest in (hereinafter collectively the "Beneficiaries").

The "Property": _____

Description of the "Project": _____

The undersigned hereby applies for payment, certifies and waives lien rights, bond rights and all other claims.

Payment Request Amount: \$ _____

Certificate

The undersigned, contingent upon the issuance, final clearance and payment of a valuable consideration of the amount stated above, and being familiar with the penalties for false certification, does hereby certify to the Beneficiaries that:

1. The amount requested for labor performed and equipment and material supplied on this Project or in connection with the Property reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto concerning work to be performed on the Property (hereinafter the "Contract").
2. No labor, equipment or materials have been supplied by the undersigned to the Project which have not been included in the applications for payment submitted to date, under any agreement, verbal or written, or any arrangements of any type whatsoever, except as specifically noted here:

3. Payment in full has been made, or with the funds requested hereby will be made, by the undersigned (a) to all of the undersigned's subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that it owes no monies or other things of value to any subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner, and that the payments that have been or will be made out of this final payment to such persons or firms will fully and completely compensate them for all work in connection with the Project.

4. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Fringe Benefits owed pursuant to collective bargaining agreements, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the contract.

5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

Final Waiver and Release of Claims

NOW, THEREFORE, the undersigned , contingent upon the issuance, final clearance and payment of \$ _____, which the undersigned irrevocably and unconditionally releases and waives any and all mechanic's liens or other liens or right to claim any and all mechanic's liens or other liens against the Property. Additionally, the undersigned waives and releases any other claims against the Owner, its sureties or on any bonds, or any other claims of any kind whatsoever in connection with this Contract and with the Property. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any lien, bond, claims or suits in connection with the materials, labor, and everything else in connection with this Contract.

Dated _____, 20__.

CONTRACTOR: _____

By: _____

Name: _____

Title: _____

State of _____)

County of _____)

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, the _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public in and for said County and State Commission Expires

EXHIBIT C

INSURANCE REQUIREMENTS

1. Contractor agrees to procure and carry, at its sole cost, until completion of this Contract and all applicable warranty periods, all insurance as set forth below; provided, however:

1.1 All insurance is to be issued by companies authorized to do business in the state where the project is located, and with liability limits acceptable to Owner. Insurers shall have A.M. Best ratings of no less than B+ or higher, and at least a Class X financial rating.

1.2 The City reserves the right to review certified copies of any and all insurance policies to which this Contract is applicable.

1.3 Insurance certificates, written on a standard ACORD form, **and a copy of the additional insured endorsement, and endorsement assuring notice of cancellation or modification**, must be received by the City prior to commencement of work on site.

1.4 If Contractor should subcontract any of this work to a third party, Contractor shall see to it that such third party maintains such insurance and shall furnish evidence thereof to the City.

2. Such insurance shall include the following terms and conditions:

2.1 All coverages obtained by Contractor, except professional liability if applicable, shall be on an occurrence policy form and not on a claim made policy form.

2.2 The cost of defense of claims shall not erode the limits of coverage furnished.

2.3 Advance notice of cancellation. All insurance certificates will state that all coverages are in effect and will not be canceled without thirty (30) days' prior written notice ("endeavor to notify" language is not acceptable) to the City and other required additional insureds, and Contractor/Designer shall submit to the City, prior to commencing any Work on the Project, an endorsement to the policy confirming that such notice shall be given. All policies of liability insurance shall contain an endorsement stating the insurers agreement to provide such notice, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms, such as ACORD forms.

2.4 Severability of Interest. All insurance carried shall be endorsed to provide that, inasmuch as this policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.

2.5 Comprehensive Automobile Liability Insurance. Contractor shall maintain comprehensive automobile insurance, including contractual liabilities insuring the indemnities set forth in this Contract covering all owned, non-owned and hired automobiles used in connection with the services or other work hereunder, whether on or off the site, and shall have minimum bodily injury and property damage limits of \$1,000,000.00 combined single limit per occurrence. An MCS-90 endorsement shall be procured when applicable.

2.6 Workers' Compensation and Employer's Liability Insurance. Contractor shall maintain Worker's Compensation Insurance to cover the statutory limits of the Workers' Compensation laws of the state in which any work is to be performed and when applicable to Federal Laws, Voluntary Compensation and Employer's

Liability (including occupational disease) coverage with limits not less than \$500,000.00 per occurrence and \$1,000,000.00 in aggregate for all workers on site, regardless of whether a worker is also an owner of Contractor.

2.7 Commercial General Liability Insurance. Contractor shall obtain and maintain comprehensive Commercial General Liability Insurance, on an occurrence form for the hazards of (i) construction operations; (ii) subcontractors and sub-subcontractors; (iii) interruption of the City's business; (iv) independent contractors; (v) products and completed operations (with completed operations to remain in force for two years following project completion); (vi) explosion, collapse and underground, and (vii) contractor's protective and contractual liability insuring the indemnities set forth in the Contract, including personal injury, death and property damage. Each Project shall maintain minimum limits of \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate.

2.8 Excess Liability. Contractor shall maintain Excess Liability coverage on an umbrella form with minimum limits of \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate.

2.9 Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers thereunder against the City and all its assigns, subsidiaries, affiliates, employees, insurers and underwriters. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity has an insurable interest in the property damaged.

2.10 Additional Insureds. The City and any other person or entity required by the Contract, and all their assigns, subsidiaries and affiliates shall be included as additional insureds under Contractor's furnished insurance (except Workers' Compensation Insurance), for ongoing and completed operations, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/13 or other carrier form) under the commercial general liability policy. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING.

2.11 Insurance Primary. All policies of insurance provided pursuant to this article shall be written as primary policies, and not in excess of the coverage of the indemnitee's insurance.

3. No Limitation of Liability. The required coverages referred to and set forth herein shall in no way affect, nor are they intended as a limitation on, Contractor's liability with respect to its performance of the Contract.

4. Subcontractors' Insurance. Contractor shall require all those subcontractors providing equipment, materials or services directly to Contractor/ in connection with this Contract to obtain, maintain and keep in force coverages in accordance with the insurance requirements set forth herein during the time they are involved in performance of services or other work hereunder. Contractor shall obtain certificates of insurance and additional insured endorsements evidencing such coverage and provide the City with such certificates and endorsements. Contractor shall not be excused from its obligations to cause such subcontractor to meet the insurance coverage requirements set forth under this section unless Contractor shall have obtained in writing from the City a waiver, which shall be effective only as to such requirements and for such subcontractor specifically identified therein.

5. Patent Liability. Contractor shall protect, defend and save the City harmless from any liability, including costs and expenses, for, or on account of, any patented or unpatented invention, article or appliance manufactured or used in the performance of this Contract selected by Contractor, and further agrees to pay all loss and expense incurred by the City by reason of any such claims or suits, including attorneys' fees.

6. Professional Liability. If the Contract is entered with a Contractor, and any design or other professional services are included in the Contract, Contractor shall purchase, and maintain for a period of three years after the date of Final Completion, insurance covering claims arising out of the performance or furnishing of Design or Professional Services and for claims arising out of allegations of errors, omissions or negligent acts in connection with the Contract. The policy shall be at least as broad as the coverage provided in Owner' Design Liability Policy, Member Companies of CNA Insurance, Form G-115692-A (Ed 02/96), with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.

6.1 With respect to any Professional Liability insurance, Contractor agrees as follows:

1. Upon receipt of notice of any claim in connection with the Contract, to promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.
2. Promptly notify the City of any reduction of limits or protection afforded under any policy provided, whether or not such impairment came about as a result of events connected to this Contract.
3. In the event that the City shall determine that the Contractor/'s aggregate limits of protection shall have been impaired or reduced to such extent that they are deemed inadequate for the balance of the project, Contractor shall upon notice promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

Exhibit "D"

Missouri Worker Eligibility Affidavit

Effective January 1, 2009, all contractors and subcontractors with contract amounts in excess of \$5,000 on public projects in Missouri are required to verify the employment eligibility status of employees through the E-verify federal program administered by the Department of Homeland Security, U.S. Citizenship and Immigration Services. Contractor shall indemnify, defend and hold harmless the City of Parkville against any expense incurred including imposition of fines which results from violation of such laws. **Contractor affirmatively states that it is not knowingly in violation of R.S. Mo. 285.530.1 and shall not henceforth be in such violation. Contractor further agrees to execute this sworn affidavit under the penalty of perjury attesting to the fact that the direct Contractor's employees are lawfully present in the United States.** Failure of Contractor to comply with this requirement shall be grounds for termination for default.

COMES NOW Affiant _____, being of lawful age, and states the following based on personal knowledge, under oath and fully aware of the penalties for perjury:

1. I presently am employed by _____ ("Contractor") and am authorized by Subcontractor to make representation on its behalf.

2. All of Contractor's employees are lawfully present in the United States.

Further affiant sayeth naught.

Contractor: _____

By: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

My commission expires:

Exhibit "E"

AFFIDAVIT OF COMPLIANCE WITH SAFETY TRAINING REQUIREMENTS

Required by R.S Mo. § 292.675

Before me, the undersigned Notary Public, personally appeared _____ who is _____ (title) of _____ (a corporation/partnership/sole proprietorship/limited liability company, and states that he/she is authorized to make this affidavit, and being duly sworn upon his/her oath, deposes and states as follows:

That said company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

The terms of this affidavit shall have the same meaning as is set forth in 292.675 of the Revised Statutes of Missouri.

Further affiant sayeth naught.

Contractor: _____

By: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

My commission expires:
