



## **Finance Committee Agenda**

January 29, 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 January 8, 2018, meeting
  - B. Approve the 2018 Parkville Economic Development Council investment renewal and public services agreement (Administration)
  - C. Approve a construction agreement with GPS Concrete Construction for the installation of the concrete floor for the Riverview Shelter (Public Works)
  - D. Approve a construction agreement with SMICO Contracting Group LLC for the reconstruction of the South National Pump Station (Public Works)
- 4. Non-Action Items**
- 5. Unfinished Business (postponed from prior meetings)**
- 6. Other Business**
- 7. Adjourn**



CITY ADMINISTRATOR  
PURCHASING APPROVAL

January 24, 2018

City of Parkville

Preparation date:

Department: Public Works

Low Bidder and  
Contract Amount:

North Hills Engineering  
Attn: Jay Norco  
  
\$9,750.00

General Scope of Work Description/Project:

WWTF Headworks Screen Replacement (WA-93):  
The original screen was installed in 2004. After 13 years of operation, it requires replacement of the screen. The existing headworks screen runs continuously, handles grit and debris, and is exposed to inclement weather conditions. Rebuilding the existing headworks was previously considered, but was not cost effective.  
  
The scope of this work authorization includes the design and project management of the WWTF Headworks Screen Replacement. This covers the design, document preparation, bidding, and construction administration.

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 \$90,000 for the replacement of the headworks screen. The estimated consultant fee for the engineering is \$9,750.

Project Start Date: 01/24/18

Estimated Completion Date: 10/1/18

Budget Account Code: 30-501.04-31-00

Authorization:

City Administrator: Joe Paetz Date: 1/24/18  
 Department Head: Alyssa Mahal 1/24/18  
 Mayor (if applicable): \_\_\_\_\_  
 Submit to the Finance Committee for Authorization (if requested by the City Administrator)

**WORK PLANNING / AUTHORIZATION FORM**

Number: WA-93

**Project / Work Description:**

Design and Project Management for the WWTF Headworks Screen Replacement.

**Purpose:** To design and administer construction of demolition, removal and replacement of the headworks screen  
This WA covers the design, document preparation, bidding, and construction administration of the screen replacement.  
The screen was installed in 2004, and after 13 years of operation requires replacement.  
The screen runs almost continuously, and handles much grit and debris. The unit is exposed to freezing conditions.  
Following a comparison by City Engineer and AWR, rebuilding the existing screen is not cost effective.  
Screen fabrication and installation is specialized and must be closely controlled to ensure a good value and quality.  
To ensure continuity of operation, the WWTF cannot be without a screen for more than a few days.

**Total Project Budget:** \$90,000 in 2018 CIP.

**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 - Design Phase:**

Project Management and Coordination Meetings with City Staff ( 6 month project.)	8
Visit the Site of work to evaluate access, removal, plan for bypass, and schedule.	6
Perform field measurements and verify limiting dimension, key materials.	3
Review O&M Manuals and submittal data on existing control panel and screen.	3
Correspond with manufacturers to develop key specification criteria, required features, budgets.	2
Gather hydraulic & flow data from the WWTF and existing channels and piping, for sizing.	4
Headloss and hydraulic calculations, bypass and overflow scheme.	5
Prepare summary of design document.	6
Prepare preliminary opinion of probable construction cost	3
Meet with contractors and manufacturer representatives: cost, heating, support requirements, etc.	8
Assemble and coordinate/review bidding and contract documents, using City format.	6
Use small-project City standard contract.	
Prepare drawings/specifications to describe the work.	45
Design Review Meeting with Public Works Director, respond to comments, make revisions.	1
Set up project at local plan room, for internet distribution, also advertise on City website.	2
Meet with bidders and address questions during the advertisement period, prepare addenda.	2
Review bids, check qualifications and experience, and recommend award to City	1
Respond to change requests, claims, prepare change orders as required.	1

**Construction Phase:**

Construction administration and review of pay requests.	6
Conduct Meetings with Contractor - Pre-Con, progress, final.	2
Periodic visits to observe the work. (Part Time Inspection)	16

**Excluded:**

Services of City Attorney for easement document preparation (Only if easements are needed, not expected.)  
Execution of Easements, recording. (by City Staff).

**Estimated Consultant Fee:**

Design Phase:	106 Hours x	\$ 75.00 / hour =	\$ 7,950.00
Construction Phase:	24 Hours x	\$ 75.00 / hour =	\$ 1,800.00
			\$ 9,750.00

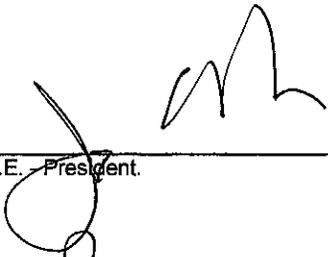
**Budget:** Sewer Budget / CIP

**Schedule:**

Estimated Completion Date: 10/1/2018

Project Deadlines: n/a

Submitted By:

  
Jay Norco, P.E. - President

1/5/18

Date

Authorization:

  
Joe Parente - City Administrator

1/24/18

Date



**Finance Committee Meeting  
January 8, 2018**

Administration Conference Room, City Hall

**Minutes**

**1. CALL TO ORDER**

Chair Sportsman called the meeting to order at 4:31 p.m. A quorum was present.

- **Members Present:** Chair Marc Sportsman, Vice Chair Dave Rittman, Nan Johnston and Tina Welch
- **Other Aldermen Present:** Brian Whitley
- **City Staff Present:** City Administrator Joe Parente, Police Captain Jon Jordan, 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 purchases approved within his authority.

**3. ACTION ITEMS**

**A. Approve the minutes from the December 11, 2017, meeting**

**Dave Rittman moved to approve the December 11, 2017, minutes. Tina Welch seconded; motion passed 4-0.**

**B. Approve the 2018 Parkville Economic Development Council investment renewal and public services agreement**

City Administrator Joe Parente stated that the annual agreement with the Parkville Economic Development Council (PEDC) was due for renewal in 2018. The original agreement was approved in 2011 with funding of \$20,000; funding increased to \$30,000 in 2016 and \$40,000 in 2018. Because the PEDC had trouble hiring a candidate, an additional revision to the agreement provided the option of placing the executive director on the City's payroll in order to provide benefits. Parente said the director would be subject to the City's personnel policy and would receive instructions from the PEDC Board of Directors. The PEDC Board would reimburse the City for payroll and benefit costs.

Discussion focused on the reporting structure, how conflicts would be addressed, the termination clause, indemnification, who would be liable if something happened and the number of City voting members on the PEDC Board of Directors. The consensus of the Finance Committee was to amend the draft agreement to add more voting members and include verbiage regarding conflict resolution when a disagreement could not be resolved to add more protection for the City.

No action was taken. The item would be presented at the January 29 Finance Committee meeting.

**4. NON-ACTION ITEMS**

**5. UNFINISHED BUSINESS (postponed from prior meetings)**

**6. OTHER BUSINESS**

**7. ADJOURNMENT**

Chair Sportsman adjourned the meeting at 5:23 p.m.

Submitted by:

\_\_\_\_\_  
Melissa McChesney  
City Clerk

\_\_\_\_\_  
Approval Date

## **CITY OF PARKVILLE Policy Report**

Date: January 25, 2018

Prepared By:  
Joe Parente  
City Administrator

Reviewed By:  
Melissa McChesney  
City Clerk

ISSUE:

Approve the 2018 Parkville Economic Development Council investment renewal and public services agreement.

BACKGROUND:

In 2011, the City made an initial three-year commitment for an annual \$20,000 investment toward the start-up of the Parkville Economic Development Council (PEDC). In 2015, staff worked with the PEDC to develop a public services agreement that was approved on May 5, 2015. The purpose of the agreement was to outline the services that the PEDC provides to the City in exchange for the City's lead investment. As part of the agreement, the PEDC must provide quarterly updates to the Mayor and Board of Aldermen regarding progress on the scope of services. Quarterly updates provided since May 2015 indicate that the PEDC is performing well. In 2016, the City's budgeted contribution to the EDC was increased to \$30,000. Due to the success and momentum of the organization, the Board of Aldermen budgeted \$40,000 to increase the City's investment level in 2018. The current public services agreement expired on December 31, 2017, so staff recommends renewing the agreement prior to making the investment contribution for 2018.

A revision in the 2018 agreement provides for the option of a staffing services agreement between the PEDC and the City. The agreement would provide for the executive director position to be staffed by a City employee, with the PEDC providing reimbursement for personnel costs, including benefits, for this position. The option would be utilized by the PEDC to help recruit, and retain, a qualified executive director. The position, which is presently vacant, did not previously offer employee benefits. A copy of the staffing services agreement may be found as Exhibit B of the attached public services agreement.

Finance Committee

During the January 8, 2017, Finance Committee meeting, a discussion occurred concerning the renewal agreement, as well as the proposed staffing services agreement. There were a number of issues discussed during the meeting and the Finance Committee did not take any action and recommended that staff further review three issues identified during the discussion. It was also requested that an executive session be held prior to the next Board meeting to provide a follow up to the issues, as well as to allow the full Board the opportunity to participate in the discussion. The executive session was held prior to the January 16, 2018, Board of Aldermen meeting.

The three issues identified during the Finance Committee were:

1. Increase the number of City-appointed voting members to the PEDC Board of Directors and the executive committee.
2. Address the language for resolving conflicts between the City and the PEDC, set forth in Section 6 of the staffing agreement
3. Provide legal guidance on liability and the applicability of Section 12 *Indemnification* by the PEDC.

## **ITEM 3B**

*For 01-29-18*

*Board of Aldermen – Finance Committee Meeting*

Modifications to the agreement have been made to address the issues (Attachment 1). The number of voting members to the PEDC Board has been increased from one to three. The number of voting members for the executive committee has been increased from one to two. Section 6 has been revised to provide that unresolved conflicts between the City and PEDC will be remedied by the final decision being made by the PEDC chairman, with mandatory notice to both the Board of Aldermen and the PEDC Board of Directors. City Attorney Chris Williams addressed with the Board issue #3 during the executive session.

### BUDGET IMPACT:

Funds for the \$40,000 investment are included in the 2018 Budget in the Administration Division (501) of the General Fund (10) under professional services. If a staffing services agreement is executed between the City and the PEDC, all personnel and benefits costs will be reimbursed by the PEDC to the City.

### ALTERNATIVES:

1. Approve the 2018 investment renewal and public services agreement in the amount of \$40,000.
2. Do not approve the renewal and provide further direction to City Administration.
3. Postpone the item.

### STAFF RECOMMENDATION:

Staff recommends that the Finance Committee approve the Public Services Agreement, and the 2018 investment renewal in the amount of \$40,000, with the Parkville EDC.

### 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 the Board of Aldermen approve the public services agreement and the 2018 investment renewal with the Parkville Economic Development Council in the amount of \$40,000.

### ATTACHMENT:

1. 2018 Public Services Agreement

PUBLIC SERVICES AGREEMENT BY AND BETWEEN  
THE PARKVILLE EDC AND THE CITY OF PARKVILLE, MISSOURI

This Agreement, made and entered into this 17th day of January 2018, by and between the Parkville Economic Development Council (the "EDC"), a Missouri non-profit corporation, and the City of Parkville, Missouri, (the "City").

WITNESSETH:

WHEREAS, on September 21, 2010, by Resolution No. 09-01-10, the City adopted the Parkville Plan for Progress, an economic development strategic plan, and authorized a three-year funding commitment for the economic development organization proposed in the Plan for Progress; and

WHEREAS, the EDC was created, in part, to fulfill the recommendation of the Parkville Plan for Progress to create a public-private economic development partnership to assist the City in expanding and diversifying the economic base of Parkville; and

WHEREAS, the EDC works to achieve the goals outlined in the Parkville Plan for Progress through the attraction and retention of business and industry, and the EDC has demonstrated its ability to attract and retain business in the City; and

WHEREAS, the City's initial three-year funding commitment for the EDC expired in 2013, and the Board of Aldermen has subsequently appropriated funding each year to continue its annual investment; and

WHEREAS, EDC leadership continues to contribute to the City's economic environment with participation in development discussions, community asset advocacy, and economic development strategies; and

WHEREAS, the City renewed its investment in the EDC in 2017 and executed a new Public Services Agreement for the same; and

WHEREAS, the parties determined that it is in the best interest of the City, and important to the promotion of the general economic welfare of the City, to continue to contract for the performance of economic development services as set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual undertakings and mutual benefits from the services set forth herein, the EDC and City agree as follows:

**1. SCOPE OF SERVICES**

The EDC shall perform economic development services for the benefit of the community as outlined in the Scope of Services, attached hereto as Exhibit A and incorporated by reference. EDC will work independently and collaboratively with City staff, as necessary, to accomplish the Scope of Services.

**2. TERM OF AGREEMENT**

The term of this Agreement shall be from January 1, 2018, to December 31, 2018. On or before October 1, 2018, the EDC shall provide the City Administrator with a copy of the then current fiscal year budget, projected year-end expenses and revenues, and its request for renewal of the public service agreement, if applicable. It is contemplated that the parties may enter into a similar agreement for the 2019 fiscal year.

### **3. PERFORMANCE REVIEW**

During the term of this Agreement, review of EDC performance under the terms of this Agreement shall occur through a quarterly update by the EDC Executive Director and/or Board Chair to the Mayor and Board of Aldermen regarding progress on the Scope of Services. To the extent possible, quarterly updates shall include specific and quantifiable measures of performance. It is understood by both parties that the Scope of Services represents an ongoing work plan and some objectives may have more or less progress in any given year.

### **4. COMPENSATION AND METHOD OF PAYMENT**

For Fiscal Year 2018, the City hereby agrees to compensate the EDC for the Services, in the amount of Forty Thousand Dollars and No Cents (\$40,000.00) within 30 days of receipt of an invoice from the EDC. The City's funding commitment is contingent upon the EDC annually securing private sector or other funding in a minimum amount of Fifty Thousand Dollars (\$50,000).

### **5. CITY/PEDC STAFFING SERVICES AGREEMENT OPTION.**

Upon agreement by both parties, the EDC may utilize the services and support of City staff in furtherance of its work and the projects it undertakes to eliminate duplication and to promote economy and efficiency in the use of its financial resources. The terms of said agreement are set forth in Exhibit B.

### **6. AUDIT, INSPECTION OF RECORDS, AND PERFORMANCE REVIEW**

Upon notice of not less than forty-eight (48) hours, the EDC shall permit an authorized representative of the City to inspect and audit all data and records of the EDC related to its performance under this Agreement.

EDC shall be required to complete a detailed annual budget that is approved by the EDC Board of Directors on or before the start of the EDC's fiscal year.

EDC shall submit an accounting of all funds spent by EDC for the preceding fiscal year on or before January 31.

### **7. SUBCONTRACTS**

The EDC and City hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior written consent of the other party to the Agreement.

### **8. REPRESENTATION ON BOARD**

It is agreed that the EDC's Board of Directors is the governing body of the EDC and as such it oversees the operation of the EDC. The City is entitled to name three voting members of the Board of Directors. The City will possess one non-voting positions on the Board of Directors. All of the City's four representatives to the Board of Directors will concurrently serve on the EDC Executive Committee, but only the two voting directors will have a vote in matters before the EDC Executive Committee.

#### **9. NON-DISCRIMINATION PROVISIONS**

The EDC will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, or age. EDC will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, or age. 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. EDC 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, color, creed, religion, ancestry, national origin, sex, disability or other handicap, or age.

#### **10. COMPLIANCE WITH THE LAW**

Both parties shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

#### **11. CONFLICT OF INTEREST/POLITICAL ACTIVITY**

The elected officials, public officials, employees and agents of the City shall comply with all applicable laws and regulations relating to conflicts of interest, including Chapter 107 of the Parkville Municipal Code (Code of Ethics), with regard to the work and compensation covered by the Agreement.

EDC employee(s), whether employed directly by the EDC, or by the City, shall be prohibited from investing in a business while said business is seeking city approval of economic development incentives as part of an economic development or redevelopment project

The EDC shall not use the compensation paid through the Agreement to advocate, support, or oppose any ballot measure or candidate for public office. This section shall not be construed to prohibit the EDC from engaging in legislative or policy advocacy at the local, state, or federal level.

#### **12. INDEPENDENT CONTRACTOR**

Neither party is authorized or empowered to make any commitments or incur any obligation on behalf of the other party. The EDC will provide the Services outlined herein as an independent contractor.

#### **13. CANCELLATION, TERMINATION OR SUSPENSION**

This Agreement may be terminated at any time by written, mutual agreement of the parties. The City may terminate the Agreement immediately if funds are not appropriated for the Services described

herein. Both parties shall have the right to terminate this Agreement in the event that the other party is in default or violation of the terms or provisions of this Agreement and fails to cure such default or violation in the manner specified in subsection below.

In the event of such default or violation by either the City or the EDC, the other party shall send by hand delivery or certified mail a Notice Demand to Cure Default, explaining the specific nature and extent of the default or violation. The party receiving Notice shall cure or remedy said violation or default within forty-five (45) working days after receipt of said Notice, unless a longer time is agreed upon by both parties in writing. In case the default is not cured or remedied within forty-five (45) working days or longer time if agreed upon, the party that issued the Notice may exercise its option to terminate this Agreement upon forty-five (45) days of written notice thereafter.

#### **14. NOTICE**

Any notice required by this Agreement is deemed to be given if it is hand-delivered or mailed by United States certified mail, postage prepaid, and is addressed as hereinafter specified.

Notice to the City shall be addressed to:

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

Notice to EDC shall be addressed to:

Executive Director  
Parkville Economic Development Council  
8880 Clark Ave., Suite 218  
Parkville, MO 64152

#### **15. GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.

#### **16. MEDIA ANNOUNCEMENTS**

Neither party shall not be authorized to make statements to the media or otherwise on behalf of the other party without express direction and consent of the other party.

#### **17. AUTHORIZED EMPLOYEES**

EDC acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. EDC therefore covenants that it will not knowingly be in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or

continue to employ any unauthorized aliens to perform Services related to this Agreement, and that its employees are lawfully allowed to work in the United States.

#### **18. INTEREST OF MEMBERS OF THE 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 related economic development activities, and EDC shall take appropriate steps to assure compliance.

#### **19. INTEREST OF EDC AND EMPLOYEES**

EDC covenants that its employees presently have no interest and shall not acquire interest, direct or indirect, in the scope of work associated with this Agreement or any other non-disclosed interest which would conflict in any manner or degree with the performance of services hereunder. EDC further covenants that in the performance of this Agreement, no person having any such interest shall be employed by the EDC.

#### **20. 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.

#### **21. 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.

#### **22. THIRD PARTIES**

The Services to be performed by the EDC 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.

#### **23. 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 EDC, and attached hereto.

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

PARKVILLE ECONOMIC DEVELOPMENT COUNCIL

By: \_\_\_\_\_

Brad Kleindl  
Chair

## EXHIBIT A

### **Parkville EDC Public Service Agreement** **Scope of Services** *(subject to review and revision on an annual basis)*

#### **Economic Development Sustainability**

1. Parkville EDC will work with Platte County EDC, Missouri Partnership, Missouri Department of Economic Development, and the Kansas City Area Development Council to identify and respond to leads for business investment in Parkville (i.e. projects).
2. Parkville EDC will be the lead local agency to field economic development inquiries and act as liaison between the private sector and the city with regard to projects. Parkville EDC will devote primary resources to projects that (a) attract high value, high growth business investment, (b) demonstrate an overall positive impact on the community, and (b) increase tax revenues to support increasing city services for a growing community.
3. Parkville EDC will track state and federal legislative activity and stay abreast of issues that may impact EDC goals. Regular updates will be provided to stakeholders along with recommended advocacy action as needed.

#### **Business Retention and Expansion**

4. The City will collect data on existing businesses via licenses, permits, etc. and share with Parkville EDC.
5. Parkville EDC will develop and implement a business retention strategy for existing industry in Parkville and utilize the synchronist technology (Platte County EDC) to catalog and evaluate industry information for trends and identify concerns and opportunities. The Parkville EDC will outline and implement business visits each month.

#### **Community Marketing**

6. Parkville EDC will create and implement a marketing plan to promote Parkville to targeted industries. The marketing plan will include frequent edits and updates to the EDC website and social media platforms. Parkville EDC will market Parkville through interaction with realtors, developers and site location consultants.
7. Parkville EDC will maintain a visible and active presence with local partner agencies including, but not limited to, the Platte County EDC, Main Street Parkville Association, Parkville Area Chamber of Commerce, and the Northland Regional Chamber of Commerce.

#### **Residential Growth**

8. Parkville EDC will work to grow and maintain a mix of housing types that appeal to multi generations. Strategies may include, but not be limited to, (a) developing a program to assist in the sale/resale of homes; (b) encouraging “green” development incentives for residential growth; and (c) developing an executive recruitment initiative.

### **Development Process and Incentives**

9. Parkville EDC will initially vet requests for public economic development incentives in accordance with the City’s adopted Economic Development Incentive Policy. Parkville EDC will make recommendation(s) to the City regarding uses of public incentives on a project-by-project basis. Parkville EDC will coordinate discussions with taxing districts and advise on striking a balance between public and private interests.
10. Parkville EDC will communicate and advocate for Parkville economic development needs and priorities of the City to local, state, and federal officials and other taxing districts with jurisdiction in Parkville. However, the EDC will not advocate, support or oppose any specific ballot measure with compensation for services paid by the City of Parkville.
11. Parkville EDC will evaluate the existing Economic Development Incentive Policy and recommend any desired changes to the City.
12. Parkville EDC will publish, understand and communicate the Incentive Policy as revised.

### **Downtown Sustainability**

13. Parkville EDC will actively promote new business opportunities for downtown Parkville that strengthen the connectivity of downtown to surrounding neighborhoods and support a diverse retail base with a focus on unique and specialty businesses.
14. Parkville EDC will encourage policies and programs that continue to assist in maintaining downtown as the city center of Parkville.

### **Employment Growth**

15. Parkville EDC will work with Platte County EDC to maintain current listings of available land and building space in the LocationOne database.
16. Parkville EDC will partner with area workforce organizations, including educational institutions, when applicable to enhance the opportunity for employment growth.

## EXHIBIT B

### **Parkville EDC Staffing Services Agreement** **Scope of Services** *(subject to review and revision on an annual basis)*

This Staffing Services Agreement ("Agreement") is made and entered into by and between the City of Parkville, Missouri (the "City") and the Parkville Economic Development Council ("EDC").

WHEREAS, the EDC desires to utilize the services and support of City staff in furtherance of its work and the projects it undertakes to eliminate duplication and to promote economy and efficiency in the use of its financial resources; and

WHEREAS, the City has determined that providing personnel and services to the EDC will be mutually beneficial to the City and the EDC, will promote local economic development, and stimulate business and commercial activity within the City, all in furtherance of the purposes of the EDC.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits accruing herein to each party, the City and the EDC hereby agree as follows:

1. The EDC will utilize City employees to perform the following services for and on behalf of the EDC:
  - a. Executive Director – Economic Development
  - b. Any other reasonable services in furtherance of the purposes of the EDC and authorized by the parties of this Agreement.
2. The EDC shall reimburse the City for direct costs associated with employing the Executive Director, including:
  - a. Salary;
  - b. FICA and Medicare (City portion);
  - c. Unemployment Insurance;
  - d. City employee eligible Health Benefits, Life Insurance and Dental Insurance; and
  - e. Missouri LAGERS Retirement Plan.
3. Other costs associated with carrying out the activities of the Parkville Economic Development Council will be the responsibility of the EDC.
4. The City and EDC shall collaborate on the recruitment and selection of an Executive Director. The EDC shall make a recommendation for the selection of an Executive Director, as well as the establishment of annual compensation.
5. While the Executive Director will be an employee of the City, the City and the EDC shall collaborate on the oversight of the duties of the Executive Director. The Executive Director will report to and be supervised on a day-to-day basis in carrying out the duties of the position by the EDC Chairman and EDC Board of Directors. The City Administrator will supervise the Executive Director with respect to compliance with applicable City personnel policies and regulations.

6. The City and EDC acknowledge that from time-to-time conflicts may arise, including those between the employee's responsibilities as a City employee, or those related to requests for services from the EDC. The City and the EDC encourage conflicts be brought to the attention of the City Administrator and the EDC Chairman, as necessary, to prioritize demands and resolve any conflicts. In the event a conflict remains unresolved, the EDC Chairman shall make the final decision, provided, however that within thirty days of said decision, a notice of such decision be provided to the Board of Aldermen and the Board of Directors within thirty days.

7. Consideration

As part of this agreement, a reasonable estimate of the amount of funds anticipated to spend performing services for and on behalf of the EDC during the term of this Agreement, is presented in the Fiscal Year 2018 EDC and City budgets (Reference Exhibit A). Such reimbursement is predicated on the approval of the budget by both the EDC Board of Directors and the Parkville Board of Aldermen.

8. Term

The term of this Agreement shall be for one (1) year commencing January 1, 2018, no matter when actually executed; provided, further, either party may terminate this Agreement at any time by giving thirty (30) days advance written notice thereof to the other party.

9. Right to Hire Third Parties

EDC specifically reserves the right to hire third parties to perform any or all of the services described herein, including the Executive Director.

10. Notice

All notices and communications regarding the term of this Agreement to any party shall be in writing. If mailed, any notice or communication shall be deemed to have been received three (3) days after the date of its deposit into the United States mail, first class, postage prepaid. Unless otherwise provided in this Agreement, all notices shall be delivered to the following address:

City of Parkville  
Attention: City Administrator  
8880 Clark Avenue  
Parkville, MO 64152

Parkville Economic Development Council  
8880 Clark Ave., Suite 218  
Parkville, MO 64152

Either party may designate a different address by giving the other parties at least ten (10) days written notice in the manner prescribed above.

11. Parties in Interest

This Agreement shall be for the sole and exclusive benefit of the City and the EDC and shall not be construed to confer any benefit or right upon any other parties.

12. Indemnification

The EDC shall indemnify, defend and hold harmless the City and its departments, elected officials, officers, employees and agents, from and against all liability, suits, actions, proceedings, judgments, claims, losses, damages, and injuries (including attorneys' fees and other expenses of litigation, arbitration, mediation or appeal), which in whole or in part arise out of or have been connected with the EDC's negligence, error, omission, recklessness, or wrongful or criminal conduct in the Executive Director's performance of his/her duties; 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 the Executive Director creates or supplies to the City, except to the extent that such claims arise from materials created or supplied by the City.

13. Severability

In the event any clause, phrase, provision, sentence, or part of this Agreement shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Agreement as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional.

14. Entire Agreement

This Agreement contains the entire agreement between the parties and supersedes all other negotiations and agreements with respect to the matters addressed herein, whether written or oral.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the City of Parkville, Missouri and the Parkville Economic Development Council, as of \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF PARKVILLE, MISSOURI

By: \_\_\_\_\_

Nanette K. Johnston, Mayor

ATTEST:

\_\_\_\_\_

Melissa McChesney, City Clerk

PARKVILLE ECONOMIC DEVELOPMENT COUNCIL

By: \_\_\_\_\_

Brad Kleindl  
Chair

## CITY OF PARKVILLE Policy Report

Date: January 25, 2018

Prepared By:  
Alysen Abel  
Public Works Director

Reviewed By:  
Melissa McChesney  
City Clerk

**ISSUE:**

Approve a construction agreement with GPS Concrete Construction for the installation of the concrete floor for the Riverview Shelter.

**BACKGROUND:**

In September 2016, staff was notified that Friends of Parkville Parks (FOPP) was seeking grant requests prior to disbanding. On September 8, 2016, FOPP awarded the City a \$25,000 grant. The funding agreement outlined the funding associated with the proposed project that included the construction of a ball field (\$10,000) and the construction of a new shelter near the southeast corner of the Grigsby Field parking lot (\$15,000). The grant funding was contingent upon additional matching funds from Platte County through their outreach grant program.

In January 2017, staff submitted an application to Platte County Parks & Recreation for the Outreach Grant Program. In March 2017, the City was awarded funding in the amount of \$15,900.

In the 2018 Park's Donation Budget, an additional \$10,000 was budgeted for the Riverview Shelter.

The proposed shelter will be located along the riverfront near the Grigsby Field parking lot. Staff prepared a conceptual design and specifications based on the other shelter houses in the park and released the bid documents in July 2017. The bid document was split into the base bid for the building construction and the bid alternate for the concrete building pad. On August 1, 2017, five contractors responded to the bid request and the low bidder was Fry & Associates with a base bid of \$34,647. On September 9, 2017, the Board of Aldermen approved a construction agreement with Fry & Associates for the construction of the Riverview Shelter in the amount of \$34,647.

Fry & Associates provided a price for the bid alternate for the concrete building pad in the amount of \$17,888. They are not concrete contractors; their expertise is in park structures. Staff contacted three concrete contractors to solicit quotes for the concrete floor installation. The quotes are as follows:

<u>Contractor</u>	<u>Bid Price</u>
GPS Concrete Construction	\$12,240.00
Pavement Management	\$16,052.40
Terry Snelling Construction	\$20,500.00

The low bidder is GPS Concrete Construction with a quote of \$12,240.

## ITEM 3C

For 01-29-18

Board of Aldermen – Finance Committee Meeting

### BUDGET IMPACT:

The 2018 Parks Donation Fund Capital Improvements Program includes \$15,000 from the FOPP grant, and an additional \$10,000 from the Parks Donation Fund, for this project. The Platte County Outreach Grant funding was received in the amount of \$15,900. The total budget available is \$40,900.

The contract with Fry & Associates for the shelter construction was in the amount of \$34,647. The total project cost for the building, including the floor construction, is \$46,887. The project is over budget by \$5,987.

Currently, there is approximately \$50,000 in the Parks Donation Fund. With \$25,000 reserved for the Shelter Project, and another \$25,000 for the Friends Field Project, there is currently no additional budget available to cover the budget shortfall. It is early in the 2018 budget year and staff can continue to monitor the Parks budget and Capital Improvement Program (CIP) for potential savings. Additionally, the 2018 Parks CIP includes \$10,000 for the purchase of a trailer for hauling parks equipment. This trailer purchase could be delayed until the end of 2018 or deferred to 2019 to allow capacity in the budget.

### ALTERNATIVES:

1. Approve a construction agreement GPS Concrete Construction for the installation of the concrete floor for the Riverview Shelter.
2. Provide further direction to staff regarding the shelter construction.
3. Postpone the item.

### STAFF RECOMMENDATION:

Staff recommends approval of a construction agreement with GPS Concrete Construction for the installation of the concrete floor for the Riverview Shelter.

### 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 GPS Concrete Construction for the installation of the concrete floor for the Riverview Shelter in the amount of \$12,240.

### ATTACHMENT:

1. Construction Agreement

## CONSTRUCTION SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this 6th day of February, 2018 by and between the CITY OF PARKVILLE, MISSOURI ("City") and **GPS CONCRETE CONSTRUCTION** ("Contractor").

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

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

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

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

### I. SCOPE OF SERVICES

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

### II. COMPENSATION

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

### III. SCHEDULE

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

### IV. CHANGES

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

### V. INDEMNIFICATION

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

**VI. INSURANCE**

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

**VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL**

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

**VIII. WARRANTY**

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

or insufficient maintenance or improper operation. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor's warranties required by the Agreement (express and implied) shall remain in full force and effect even if a material or equipment item is required by the Owner to be manufactured by a specific entity, and no other equivalent product manufactured by any other entity is acceptable.

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

**IX. OWNERSHIP OF WORK PRODUCT**

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

**X. RELATIONSHIP OF THE PARTIES**

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

**XI. PREVAILING WAGES**

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

**XII. NOTICES**

- A. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section:
- B. Notices sent by Contractor shall be sent to:
  - City of Parkville
  - Attn: Alysén M. Abel, Public Works Director
  - 8880 Clark Ave.
  - Parkville, MO 64152
- C. Notices sent by the City shall be sent to:
  - GPS Concrete Construction
  - 6808 NW 77<sup>th</sup> Terrace
  - Kansas City, MO 64152
  - 816-391-8583
  - gpsconcrete@gmail.com

**XIII. CORRECTION OF WORK**

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

**XIV. TERM AND TERMINATION**

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

- D. When any of the above reasons exist, the City may without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety, if any, seven (7) days' written notice, terminate the Agreement and may, subject to any prior rights of the surety, if any:
1. Exclude the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
  2. Direct the work of subcontractors; and
  3. Finish the Work by whatever reasonable method the City may deem expedient. Upon written request of the Contractor, the City shall furnish to the Contractor a detailed accounting of the costs incurred by the City in finishing the Work.

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

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

#### **XV. RESOLUTION OF DISPUTES**

- A. Should the Contractor believe that it is entitled to any relief due to errors, omissions or defects in the Plans or Specifications, or as a result of any act or omission of an independent contractor designer in connection with the Project, the City shall cooperate with the Contractor by permitting the Contractor to pursue legal action against the designer in the name of the City at Contractor's sole risk and expense as the City would otherwise have against such designer. The City shall pay to Contractor such sums as may be recovered from the designer on behalf of Contractor. Other than this duty of cooperation and remittance, the City shall have no liability or obligation to Contractor for any act, error, omission, negligence or breach of duty by a designer.
- B. City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed.
- C. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the City Public Works Director as to such matter or other action on which the dispute is based. A decision of the City Public Works Director (where appropriate) under GC-7 above; notice of dispute, and direct negotiation, shall be conditions precedent to further action.
- D. Arbitration of disputes.

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

**XVI. MISCELLANEOUS PROVISIONS**

- A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- B. Assignability. Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- C. Media Announcements. Contractor shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City
- D. Compliance with Local Laws. Contractor shall comply with all applicable laws, ordinances, and codes of the State of Missouri and local governments, and shall save the City harmless

with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

- E. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:
  - 1. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
  - 2. Contractor will, in all solicitation or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
  - 3. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- F. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Contractor shall take appropriate steps to assure compliance.
- G. Interest of Contractor and Employees. Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- H. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Contractor, and attached hereto.
- I. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- J. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- K. Third Parties. The Services to be performed by the Contractor are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

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

CITY OF PARKVILLE, MISSOURI

By: \_\_\_\_\_  
Nanette K. Johnston, Mayor

ATTEST:

\_\_\_\_\_  
Melissa McChesney, City Clerk

GPS CONCRETE CONSTRUCTION

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Exhibit A

### SCOPE OF WORK AND PRICING AGREEMENT

Install new concrete shelter pad for the Riverfront Shelter (dimensions = 22'x42')

The pad includes 6 Piers @ 2' diameter X 36' deep with ½ rebar.

All new concrete must have a compressive strength of 4,000 psi and 4" slump. Perimeter area shall be @ 8" X 1'. Reinforcement shall include 1/2-inch rebar throughout on 24" centers. Control joints will be cut in to prevent cracking. Concrete sealer will be applied.

The scope of work exclude excavation grade work and permits fees. Excavation will be performed by others.

Term of Contract – 45 days.

This is a Prevailing Wage Project.

Contract total \$12,240.00

## **CITY OF PARKVILLE Policy Report**

Date: January 25, 2018

Prepared By:  
Alysen Abel  
Public Works Director

Reviewed By:  
Melissa McChesney  
City Clerk

ISSUE:

Approve a construction agreement with SMICO Contracting Group LLC for the reconstruction of the South National Pump Station.

BACKGROUND:

After 20 years of service, the South National Pump Station needs to be reconstructed; the project was originally planned for 2017. Due to unexpected sewer emergencies, it was split into multiple years with design in 2017 and reconstruction deferred to 2018. The scope of this construction includes replacement of one pump, base elbows, terminal boxes and motor control parts for the pump station.

On August 7, 2017, the City Administrator approved a work authorization with North Hills Engineering for the design and construction management in the amount of \$6,975. On December 19, 2017, the Board of Aldermen approved a purchase order with FTC Equipment for a new pump for the South National Pump Station in the amount of \$16,587.

In December 2017, the City released a bid request for the reconstruction of the South National Pump Station. On January 9, 2018, nine contractor responded to the bid request (bid tabulation included as Attachment 1). The low bidder was SMICO Contracting Group with a bid of \$60,152. Since the City has not contracted with SMICO in the past, staff contacted several of their references and received positive feedback about their performance.

BUDGET IMPACT:

The 2018 budget includes \$63,000 in the Sewer Fund Capital Outlay for Pump Station Maintenance (budget line item 30-501.04-51-00). The total cost associated with this project, including the pump (\$16,587) and the construction (\$60,152), is \$76,739. The project is over budget by \$13,739; this is due to the replacement of the control panel and transfer switch for the generator. These elements were added late in the design phase and are necessary for the overall operation of the pump station.

It is early in the budget year and staff will continue to monitor the progress of Capital Improvement Program (CIP) to find additional project savings. The Sanitary Sewer Phase 5 design is slated to start at the end of 2018 with construction planned for 2019. If staff finds a deficit in the Sewer Fund, the design can be deferred to 2019 to assist with any budget shortfalls.

ALTERNATIVES:

1. Approve a construction agreement with SMICO Contracting Group for the reconstruction of the South National Pump Station.
2. Provide further direction to staff regarding the reconstruction of the pump station.
3. Postpone the item.

## **ITEM 3D**

*For 01-29-18*

*Board of Aldermen – Finance Committee Meeting*

### STAFF RECOMMENDATION:

Staff recommends approval of a construction agreement with SMICO Contracting Group for the reconstruction of the South National Pump Station. Although they have no experience working for the City, staff received positive feedback from references.

### 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 SMICO Contracting Group to reconstruct the South National Pump Station in the amount of \$60,152.

### ATTACHMENTS:

1. Bid Tabulation
2. Construction Agreement

## BID TABULATION

SOUTH NATIONALS PUMP STATION REPAIRS  
Bid Opening Tuesday, January 9, 2018  
10:05 a.m., Public Works Conference Room

Bidder Name	BASE TOTAL
SMICO Contracting Group LLC Grain Valley, MO	\$60,152.00 *
Foley Company KCMO	\$77,500.00
Garney Companies, Inc. KCMO	\$77,100.00
Irvinbilt Constructors, Inc. Chillicothe, MO	\$76,700.00
Mega Industries Corporation North KCMO	\$73,778.25
Utility Solutions, LLC Basehor, KS	\$61,300.00
Pyramid Excavation & Const., Inc. KCMO	\$86,572.00
RAB Trenchless Solutions LLC Eldon, MO	\$74,465.00
Vaughan Mechanical, Inc. KCMO	\$67,618.00

(\* ) Recommended Award of Purchase

**CITY OF PARKVILLE, MO**

**AGREEMENT BETWEEN CITY OF PARKVILLE  
AND CONTRACTOR  
FOR**

**PUBLIC IMPROVEMENT OF:  
SOUTH NATIONALS PUMP STATION REPAIRS**

This agreement is made and entered into this **6<sup>TH</sup> day of February, 2018**, by and between the City of Parkville, Missouri, (hereinafter the "City") and **SMICO CONTRACTING GROUP, LLC** (hereinafter the "Contractor"). WITNESSETH:

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

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

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

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

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

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

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

ARTICLE II. The City shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of **SIXTY THOUSAND ONE HUNDRED FIFTY TWO DOLLARS AND NO/100 (\$60,152.00)** (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 within **130 calendar days** of the date of the written Notice To Proceed. Time is of the essence. Accordingly, liquidated damages shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in the amount of \$250.00 for each and every calendar day the work remains incomplete over the specified completion time. Additional time requirements are set forth on the Drawings.

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
B-3	Maintenance Bond
Exhibit C	List of Plans (by sheet number and date), including all addenda thereto
Exhibit D	Specifications
Exhibit D-1	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.)
Exhibit I	Affidavit of Compliance with R.S. Mo §285.530.6
Exhibit J-1	Missouri Prevailing Wage 24
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

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 thru counterparts of this contract in the prescribed form and manner, the day and year first above written.

CITY OF PARKVILLE, MISSOURI

By: \_\_\_\_\_

Nanette K. Johnston

Title: Mayor

ATTEST:

\_\_\_\_\_  
Melissa McChesney, City Clerk

SMICO CONTRACTING GROUP, LLC  
Contractor

By \_\_\_\_\_

(SEAL)

Title \_\_\_\_\_

***(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.)***