



## **Finance Committee Agenda**

March 12, 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 March 1, 2018, meeting
  - B. Approve the purchase of hydrogen sulfide odor control chemicals from Brenntag for the sanitary sewer lines in the Riss Lake subdivision (Public Works)
  - C. Approve a construction agreement with Wiedenmann, Inc. for the Sanitary Sewer Phase 4 Improvements (Public Works)
- 4. Non-Action Items**
- 5. Unfinished Business (postponed from prior meetings)**
- 6. Other Business**
- 7. Adjourn**



CITY ADMINISTRATOR  
PURCHASING APPROVAL

February 20, 2018

City of Parkville

Preparation date:

Department: Public Works

Low Bidder and  
Contract Amount:

Coffelt Land Title, Inc.  
401 S. Lexington  
Harrisonville, MO 64701  
  
\$9,294.00

General Scope of Work Description/Project:

Route 9 Improvements – Ownerships & Easement Research:  
The Route 9 project includes survey and engineering design for the improvements from Hwy 45 to Lakeview Drive. In order to receive accurate information about the property ownership and the locations of right-of-way and easement, the City needed to hire a title company to research all of the ownerships and easements associated with all the properties along that segment of the corridor.

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

The original plan was to have the title research and legal acquisition work included in the engineering contract for the Route 9 Improvements. The proposal from the engineer's legal consultant was \$42,000 for the low end and \$66,600 on the high end for title reports and appraisal support. The legal cost was not included in the engineering consultant's contract. The legal assistance necessary during the acquisition process can be covered between support from City staff and the City's legal counsel.  
  
The Route 9 project budget includes \$1,279,112 for the expenses related to the Route 9 improvements. The right-of-way and easements expenses were estimated at \$42,000. This expense is within that estimated cost.

Project Start Date: 10/1/17

Estimated Completion Date: 1/30/18

Budget Account Code: 40-520.04-71-00

Authorization:

City Administrator: Joe Lauer  
 Department Head: Alyson Mahel  
 Mayor (if applicable): \_\_\_\_\_

Date: 3/4/18  
2/20/18

Submit to the Finance Committee for Authorization (if requested by the City Administrator)

## **PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING**

THIS SERVICE AGREEMENT, entered into on this 26th day of February, 2018, by and between the CITY OF PARKVILLE, MISSOURI ("City") and COFFELT LAND TITLE, INC. ("Service Provider").

WHEREAS, the City requires engineering services for the Route 9 Corridor, coordination with utility providers, Complete Streets Improvements – 45 Hwy to Clark Avenue Project ("Project"); and

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

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

### **I. SCOPE OF SERVICES**

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

### **II. STANDARD OF CARE**

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

### **III. COMPENSATION**

- A. As consideration for providing the Services, the City shall pay Service Provider as follows:
  - i. Services will be billed on an hourly basis at a rate for services for completion of specified tasks as outlined in Exhibit A. The total cost of the project will not exceed One Thousand and no/100 Dollars (\$1,000).
  - ii. Service Provider is not eligible for reimbursement for miscellaneous expenses including printing, postage, etc. The City acknowledges that any adjustments to the on-site visits outlined in Exhibit A may require additional expenses for travel or

other related costs. Such expenses will be invoiced for direct reimbursement with no mark-up only with advance written authorization from the City.

- B. Service Provider shall submit an itemized invoice to the City on the first day of each month that details the Services that were provided in the month immediately prior, as well as any other charges or reimbursements to which the Service Provider is entitled by this Agreement. The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Service Provider of the nature of the dispute regarding the balance.
- C. Service Provider shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

#### IV. SCHEDULE

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

#### V. LIABILITY AND INDEMNIFICATION

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

#### VI. INSURANCE

- A. The Service Provider shall secure and maintain, at its expense, through the duration of this Agreement Commercial General Liability Insurance on an occurrence basis with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate coverage. Service Provider

shall also secure and maintain Worker's Compensation and Employer's Liability Insurance, when applicable, at the limits required by state and/or federal law. The City will only accept coverage from an insurance carrier that offers proof that it :

- a. Is licensed to do business in the State of Missouri;
  - b. Carries a Best's policy holder rating of A or better; and
  - c. Carries at least a Class X financial rating.
- B. Service Provider shall furnish the City with a Certificate of Insurance on a standard ACORD form, indicating types of insurance, policy numbers, dates of commencement and expiration of policies and carriers. Service Provider shall cause the City to be included as an Additional Insured, and shall require its insurer to provide the City with at least 30 days advance notice of cancellation. Service Provider shall deliver to the City a copy of an Additional Insured Endorsement, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/13 or other carrier form) and a Notice of Cancellation Endorsement, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms. A copy of the Notice of Cancellation Endorsement and Additional Insured Endorsement must be furnished to the Owner prior to commencement of any services on City property.

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

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

VIII. OWNERSHIP OF WORK PRODUCT

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

IX. RELATIONSHIP OF THE PARTIES

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

X. NOTICES

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

B. Notices sent by Service Provider shall be sent to:

City of Parkville  
Attn: Alysen Abel, Public Works Director  
8880 Clark Avenue  
Parkville, MO 64152  
[aabel@parkvillemo.gov](mailto:aabel@parkvillemo.gov)

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

Coffelt Land Title, Inc.  
401 S. Lexington  
Harrisonville, MO 64701  
[jvaughan@coffeltlandtitle.com](mailto:jvaughan@coffeltlandtitle.com)  
816-581-2227

XI. TERM AND TERMINATION

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

B. The term of this Agreement shall be until all Services are satisfactorily completed and accepted by the City.

C. Notwithstanding Article XI, Paragraph B, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days written notice to the Service Provider. The City shall compensate Service Provider for the Services that have been completed to the City's satisfaction as of the date of termination. Service Provider shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

XII. MISCELLANEOUS PROVISIONS

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

B. Assignability. Service Provider shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Service Provider from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

C. Media Announcements. Service Provider shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City.

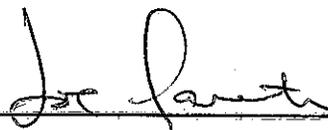
D. Compliance with Local Laws. Service provider shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

- E. Equal Employment Opportunity. During the performance of this Agreement, Service Provider agrees as follows:
- i. Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
  - ii. Service Provider will, in all solicitation or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
  - iii. Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- F. Authorized Employees. Service Provider acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Service Provider therefore covenants that it will not knowingly in violation of subsection 1 or 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 to work in the United States.
- G. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Service Provider shall take appropriate steps to assure compliance.
- H. Interest of Service Provider and Employees. Service Provider covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the 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. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- I. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Service Provider, and attached hereto.

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

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

CITY OF PARKVILLE, MISSOURI

By: 

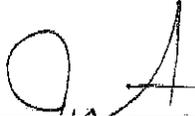
Joe Parente, City Administrator

ATTEST:



Melissa McChesney, City Clerk

COFFELT LAND TITLE, INC.

By:   
John Bastion

## **EXHIBIT A**

### **Professional Rates**

Research subject properties to find any liens or legal documents tied to the property.

The following are the unit charges for the title research:

- Standard Residential Property Search - \$150
- Standard Commercial Property Search - \$300
- Fees associated with the Parkville Sod, Lawn & Garden (4 tracts) - \$450
- Copy Fee - \$144

The total contract amount shall not to exceed \$10,000.



**Finance Committee Meeting  
March 1, 2018**

Administration Conference Room, City Hall

**Minutes**

**1. CALL TO ORDER**

Chair Sportsman called the meeting to order at 4:30 p.m. A quorum was present.

- **Members Present:** Chair Marc Sportsman, Vice Chair Dave Rittman, Nan Johnston and Tina Welch
- **Other Aldermen Present:** Phil Wassmer
- **City Staff Present:** City Administrator Joe Parente, Police Chief Kevin Chrisman, Public Works Director Alysén Abel, Finance/Human Resources Director Matthew Chapman, Community Development Director Stephen Lachky, Assistant to the City Administrator Anna Mitchell and City Clerk Melissa McChesney
- **Others Present:** Mike Emmick, Edward Jones; Kelly Putnam, Main Street Parkville Association

**Dave Rittman moved to deviate from the order of business to move Item 3F to the beginning of the meeting because guests from the Main Street Parkville Association were in attendance. Tina Welch seconded. Motion passed 4-0.**

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

City Administrator Joe Parente stated that since the February 16 Finance Committee meeting, he and Public Works Director Alysén Abel attended the Parkville Old Towne Market Community Improvement District (POTMCID) meeting on February 26 to discuss the grant request for the project. The POTMCID approved the grant request contingent upon the City's approval of the slate of nominations for its Board of Directors. Parente said that he stated at the meeting that the project was initiated by the property owners and took the motion as a rejection of the grant because the condition would not be accepted by the City.

A question was raised about the lights on Route 9 at Park University and who was responsible for the installation. Parente responded that staff received clarification from Kansas City Power and Light (KCPL) that, based on policy, it was the property owner's responsibility to pay for concrete and conduit work. He added that KCPL crews installed the wiring for the lights along Route 9 because there was no concrete.

Discussion focused on the POTMCID motion, concerns with the condition placed on the grant's approval and budget options if the City was to cover the cost. The consensus of the Finance Committee was for staff to schedule an executive session, request a price extension from Reinhold Electric and talk with the POTMCID about the condition included in the motion.

No action was taken.

The Finance Committee returned to the regular order of business.

**2. FINANCIAL UPDATES**

**A. City Administrator Approvals**

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

**3. ACTION ITEMS**

**A. Approve the minutes from the February 16, 2018, meeting**

**Rittman moved to approve the February 16, 2018, minutes. Welch seconded; motion passed 4-0.**

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

Finance/Human Resources Director Matthew Chapman stated that the reports were missed due to staff oversight. He said that the modified version would be published in the newspaper and the full report would be included on the website.

**Rittman moved to recommend that the Board of Aldermen approve the semi-annual financial reports for the first and second half of 2017 and direct City Administration to publish. Welch seconded; motion passed 4-0.**

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

Public Works Director Alysén Abel provided an overview of the budget for the new Public Works truck and noted that the truck and equipment were the only two purchases planned in 2018 for the department.

**Rittman moved to recommend that the Board of Aldermen approve the purchase of truck equipment from Kranz of Kansas City, Inc. for the new Public Works truck in the amount of \$18,383. Welch seconded; motion passed 4-0.**

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

Public Works Director Alysén Abel stated that street sweeping was completed twice per year in order to be compliant with the Missouri stormwater program and the spring sweeping would help to remove the salt and sand from the winter season. A bid opening was held in February and two responses were received. Abel said that staff felt it could manage the time to keep it within the budgeted 60 hours for the entire year. The consensus of the Committee was to approve the item within the budgeted amount of \$15,000.

**Rittman moved to recommend that the Board of Aldermen approve the small construction services agreement with Delta Sweeping for the 2018 Street Sweeping Program in an amount not to exceed \$15,000. Welch seconded; motion passed 4-0.**

**E. Approve a construction agreement with Midwest Storm Restoration for roof improvements for the English Landing Park Restroom Exterior Improvements Project**

Public Works Director Alysén Abel stated that the Board of Aldermen approved a contract in January 2018 but the vendor was unable to obtain the performance and maintenance bonding required by the City and they withdrew the contract. Staff recommends approval of a contract with the next low bidder. Abel noted that Midwest Storm Restoration replaced the roof at the train depot and staff had a positive experience during the project. She also said that the difference in the bid amount from the recommended contract amount was the addition of a second tubular light; the bid only included one light but the project would require two lights.

**Rittman moved to recommend that the Board of Aldermen approve a construction agreement with Midwest Storm Restoration in the amount of \$38,250 for the English Landing Park restroom roofing improvements. Welch seconded; motion passed 4-0.**

**4. NON-ACTION ITEMS**

**A. Police Community Assistance Fund Report**

Police Chief Kevin Chrisman provided an overview of the 2017 report; report attached as Exhibit A.

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

**6. OTHER BUSINESS**

Police Chief Kevin Chrisman provided an update on the park surveillance camera project, noting that staff was working on an agreement with Park University to use its Wi-Fi system. He added that the project was budgeted in the 2018 Capital Improvement Program.

**7. ADJOURNMENT**

Chair Sportsman adjourned the meeting at 5:58 p.m.

Submitted by:

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

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

**CITY OF PARKVILLE  
Policy Report**

Date: March 5, 2018

Prepared By:  
Alysen Abel  
Public Works Director

Reviewed By:  
Melissa McChesney  
City Clerk

ISSUE:  
Request to approve the purchase of hydrogen sulfide odor control chemicals from Brenntag for the sanitary sewer lines in the Riss Lake subdivision.

BACKGROUND:  
The Riss Lake subdivision is primarily served by forcemain sewers. The City pumps a chemical solution (Robin 4000) into these sewers to react to the sewage to reduce the amount of hydrogen sulfide in the wastewater which reduces the potential for odor, corrosion caused by hydrogen sulfide gas and dangerous gas buildup.

The storage tank located along Riss Lake Drive holds up to 4,000 gallons of liquid chemical. Staff typically receives the chemical in two deliveries throughout the year to meet the system demand of approximately 20-25 gallons per day. Previously, the City used bioxide but in 2014, the City used Robin 4000, which has the same chemical properties as bioxide but at a lower unit price.

In March 2017, staff solicited quotes from Brenntag (for the Robin 4000 solution) and Evoqua (for the bioxide solution). The vendor quotes are as follows:

<u>Vendor</u>	<u>Product</u>	<u>Quote</u>
Brenntag (Kansas City, MO)	Robin 4000	\$2.48 per gallon*
Evoqua (Overland Park, KS)	Bioxide	\$2.45 per gallon

In 2017, the City was able to purchase the chemical through a purchasing agreement with Alliance Water Resources. \*Brenntag honored this special pricing for the Robin 4000 solution at \$2.45 per gallon.

For the 2018 purchase agreement, Brenntag increased their prices slightly, from \$2.45 in 2017 to \$2.48 in 2018. Staff estimates that approximately 8,000 gallons of chemical solution will be used in 2017.

The odor control solutions provided by the two vendors are similar and can be used in the current tank. If the City were to purchase bioxide, the existing Robin 4000 solution would need to be drained from the tank, which would be an added cost for H&H Septic to perform this work. The City has been using the Robin 4000 for about 7 years and has had a favorable relationship with Brenntag.

BUDGET IMPACT:  
The Sewer Fund includes \$22,000 for the purchase of odor control chemicals (line item 30-501-07-91-00). The purchase order for Robin 4000 in the amount of \$19,840 is within budgeted capacity.

## **ITEM 3B**

*For 03-12-18*

*Board of Aldermen – Finance Committee Meeting*

### ALTERNATIVES:

1. Approve the purchase of Robin 4000 from Brenntag at a rate of \$2.45 per gallon, in an amount not to exceed \$19,840.
2. Do not authorize the purchase.
3. Postpone the item.

### STAFF RECOMMENDATION:

Staff recommends approval of the purchase order for Robin 4000 from Brenntag at a rate of \$2.48 per gallon, in the amount of \$19,840.

### POLICY:

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

### SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve the purchase order for Robin 4000 from Brenntag at a rate of \$2.45 per gallon in the amount of \$19,840.

### ATTACHMENT:

1. Purchase Order

**PURCHASE ORDER**  
(non-construction)

**CITY OF PARKVILLE (PURCHASER)**  
8880 Clark Avenue  
Parkville, MO 64152

Date: March 20, 2018

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

**VENDOR:**       **Brenntag Mid-South, Inc.**  
5200 Stillwell Avenue  
Kansas City, MO 64120  
Phone: 816-483-9996   Cell: 816-585-2241   Fax: 816-245-4685

**SHIP TO:**       City of Parkville  
8000 Agron, Riss Lake Subdivision  
Parkville, Missouri 64152 (Nearest address for GPS)

**INVOICE TO:**   Parkville City Hall, 8880 Clark Ave., Attn: Richard Wilson, Parkville, MO 64152

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

Vendor agrees to furnish following goods in accordance with the terms and provisions of this Purchase Order Agreement consisting of 6 pages including attachments. Purchaser agrees to pay a **UNIT PRICE** of **Two dollars and 48/100 (\$2.48) per gallon** for such materials, subject to any additions or deductions agreed upon in writing. **Freight charges are included in purchase price and sales taxes will not be charged to the Purchaser as a tax exempt entity. Purchaser will provide Vendor with a Tax Exemption Certificate upon request.** Payment is to be made within thirty (30) days after delivery of goods and receipt of invoice. This purchase order is only valid through December 31, 2018.

ITEMS:

Robin 4000 chemical odor control for Riss Lake Subdivision. Chemical to be ordered on an as-needed basis.

\$2.48 Per Gallon – Estimated 8,000 for 2018

See Attachment "A" – Terms and Conditions  
See Attachment "B" – Insurance Requirements  
See Attachment "C" - Quote

SCHEDULE OF DELIVERY:

F.O.B. 8000 Agron, Riss Lake Subdivision, Parkville, MO 64152

Please contact Richard Wilson at 816-215-3690 at least 24 hours in advance to schedule delivery.

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

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

**CITY OF PARKVILLE, MISSOURI. ("Purchaser")**

**BRENNTAG MID-SOUTH, INC. ("Vendor")**

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

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

Title: Mayor

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **CITY OF PARKVILLE Policy Report**

Date: March 5, 2018

Prepared By:  
Alysen Abel  
Public Works Director

Reviewed By:  
Melissa McChesney  
City Clerk

ISSUE:

Approve a construction agreement with Wiedenmann, Inc. for the Sanitary Sewer Phase 4 improvements.

BACKGROUND:

On October 17, 2017, the Board of Aldermen approved a work authorization with North Hills Engineering for design and project management of the improvements. The project area is generally located west of Main Street, between 2<sup>nd</sup> and 12<sup>th</sup> streets, and will address urgent needs in the oldest part of Parkville sewer system. Construction will include repairs to sewer lines and manholes.

The City released a bid request in February and on March 7, 2018, six contractors responded. Wiedenmann was the low bidder with a quote of \$98,800 (see Attachment 1).

The City contracted with Wiedenmann to decommission the Eastside Pump Station. They provided excellent service to the City and Platte County Regional Sewer District with the project.

BUDGET IMPACT:

The Sewer Fund includes \$130,000 for the improvements. The engineer's estimate for construction was \$115,000 and the proposed contract amount is within budget at \$98,800.

ALTERNATIVES:

1. Approve the contract with Wiedenmann for the Sanitary Sewer Phase 4 improvements in the amount of \$98,800.
2. Provide direction to staff regarding the Sanitary Sewer Phase 4 improvements.
3. Do not approve the contract.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approval of the construction agreement with Wiedenmann for the Sanitary Sewer Phase 4 Improvements in the amount of \$98,800.

POLICY:

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

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve the construction agreement with Wiedenmann, Inc. for the Sanitary Sewer Phase 4 improvements in the amount of \$98,800.

ATTACHMENTS:

1. Bid Tabulation
2. Proposed Agreement

## BID TABULATION

### Sanitary Sewer Repairs, Phase 4

Bid Opening Monday, March 5, 2018  
10:05 a.m., Public Works Conference Room

Bidder Name	BASE TOTAL
Wiedenmann, Inc. Belton, MO	\$98,800.00 *
Louie & Sons Excavating Mound City, KS	\$117,720.00
Triple C Underground LLC Odessa, MO	\$132,100.00
Westland Construction Basehor, KS	\$137,500.00
She digs It, LLC Blue Springs, MO	\$169,500.00
Genesis Plumbing KCMO	\$186,392.26

(\* ) Recommended Award of Purchase

**CITY OF PARKVILLE, MO**

**AGREEMENT BETWEEN CITY OF PARKVILLE  
AND CONTRACTOR  
FOR PUBLIC IMPROVEMENT OF  
SANITARY SEWER REPAIRS PHASE 4**

This agreement is made and entered into this 20<sup>th</sup> day of March 2018, by and between the City of Parkville, Missouri, (hereinafter the "City") and WIEDENMANN, INC. (hereinafter the "Contractor").

WITNESSETH:

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

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

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

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

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby

agree, the City for itself and its successors and the Contractor for itself, , its, successors and assigns, as follows:

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

**NINETY EIGHT THOUSAND EIGHT HUNDRED DOLLARS AND NO/100 DOLLARS (\$98,800.00)** (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 within **150 days of the 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 **\$200.00** 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:

Contractor's Bid Form and attachments.

- Exhibit A General Conditions of the Contract
- Exhibit A-1 Special Conditions of the Contract
- Exhibit B-1 Performance Bond
- Exhibit B-2 Payment Bond
- Exhibit C List of Plans (by sheet number and date), including all addend thereto
- Exhibit D Not Applicable
- Exhibit E Contractor's Affidavit Acknowledging Federal Lobbying Activities and Conflict of Interest Prohibition
- Exhibit F Sales tax exemption documentation forms
- Exhibit G Contractor's Affidavit of Compliance with Non-Discrimination and Equal Employment Opportunity Laws
- Exhibit H Affidavit of Compliance with Safety Training Requirements (§292.675 R.S. Mo.)
- Exhibit I Affidavit of Compliance with R.S. Mo §285.530.6
- Exhibit J-1 Applicable Missouri Prevailing Wage Rates
- Exhibit J-2 Prevailing Wage Rate Reporting Form
- Exhibit J-3 Certification of Compliance with Prevailing Wage Requirements
- Exhibit K Insurance Requirements
- Exhibit L Bill of Sale
- Exhibit M Bailment Agreement
- Exhibit N Conditional Partial Waiver of Lien and Release of Claims
- Exhibit O Conditional Final Waiver of Lien and Release of Claims
- Certificate of Substantial completion
- Certificate of Final Completion
- Construction Change Directive
- Change Order

WITNESS WHEREOF, the City of Parkville, Missouri, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed 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

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

Title

(SEAL)  
\_\_\_\_\_

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

## Exhibit C

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

#### Plans for City of Parkville, Missouri, dated January 31, 2018

#### Sanitary Sewer Repairs – Phase 4 - 2018

1. TITLE SHEET & NOTES
2. GENERAL NOTES
3. PLAN - SECOND ST. SEWER REPAIR
4. PROFILE - SECOND ST. SEWER REPAIR
5. PLAN - FOURTH ST. SEWER REPLACEMENT
6. PLAN - FOURTH ST. SEWER
7. PLAN – SEWER REPAIR AT #8 W. 5<sup>TH</sup> ST.
8. PLAN – SEWER REPAIR AT #16 W. 5<sup>TH</sup> ST.
9. PLAN - SIXTH ST. MANHOLE
10. PLAN – SEWER REPAIR AT #804 MAIN ST.
11. PLAN – SEWER REPAIR AT #1334 MAIN ST.
12. SECTIONS & DETAILS