



Agenda of the Belton City Council
June 22, 2021 – 6:00 p.m.
520 Main Street, Belton Missouri
<https://www.belton.org/watch>

- I. CALL WORK SESSION TO ORDER
- II. ITEMS FOR REVIEW AND DISCUSSION
 - A. Recycling/City Service Survey Report
- III. ADJOURN WORK SESSION
- IV. CALL MEETING TO ORDER
- V. PLEDGE OF ALLEGIANCE – Councilmember Clark
- VI. ROLL CALL
- VII. PERSONAL APPEARANCES
- VIII. CONSENT AGENDA

One motion, non-debatable, to approve the "recommendations" noted. Any member of the Council may ask for an item to be taken from the consent agenda for discussion and separate action.

 - A. **Motion approving the minutes of the June 8, 2021, City Council Meeting.**

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 - B. Motion approving Resolution R2021-51
A resolution approving the purchase of four MSA G1 self-contained breathing apparatus and associated accessories from Sentinel Emergency Solutions in the amount of \$37,118.50.

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 - C. Motion approving Resolution R2021-52
A resolution approving the purchase of 13 Lifepak automated external defibrillators (AED) and their accessories from Stryker in the amount of \$24,577.28.

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- D. Motion approving Resolution R2021-53
A resolution approving Task Agreement 2021-10 with Wilson and Company to provide professional design services for the Hargis Gardens drainage improvements project in the not-to-exceed amount of \$401,876.00.

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- E. Motion approving Resolution R2021-54
A resolution of the City of Belton, Missouri authorizing and approving a contract for services with Kissick Construction Company, Inc., the lowest and best bidder, for the combination project for Hargis Lake sanitary sewer, storm sewer, and water line relocation in the amount of \$5,219,285.00.

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- F. Motion approving Resolution R2021-55
A resolution formally accepting the Southview Commerce Center first plat new public infrastructure of 1,415 feet of 8” waterline; 1,057 feet of 10” sanitary sewer line; and 3,016 lane feet of street with a two-year maintenance bond in the amount of \$542,022.60.

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IX. REGULAR AGENDA

- A. Motion approving the final reading of Bill No. 2021-32
An ordinance amending Chapter 11 – Health and Sanitation, Article IV – Solid Waste, Section 11-106(b)(9) of the Code of Ordinances of the City of Belton, Missouri to update the hardship exception.
- B. Motion approving the final reading of Bill No. 2021-33
An ordinance amending Section 4 of Ordinance No. 2021-4621, Exhibit C Articles of Agreement and authorizing certain actions.
- C. Motion approving the final reading of Bill No. 2021-34
An ordinance accepting the continuance of a Mid-America Regional Council (MARC) grant and accepting an additional grant for services to individuals at the Belton Senior Center.
- D. Motion approving the final reading of Bill No. 2021-35
An ordinance of the City of Belton, Missouri amending section 8-119 costs, fees, and surcharges of the Code of Ordinances of the City of Belton, Missouri.

- E. Motion approving Resolution R2021-56
A resolution approving a Public Service Agreement between Oats, Inc. and the City of Belton, Missouri to provide daily site transportation for individuals to and from the Belton Senior Center.

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- X. CITY COUNCIL LIAISON REPORTS
XI. MAYOR'S COMMUNICATIONS
XII. CITY MANAGER'S REPORT

July/August 2021 City Council Meetings – 6:00 p.m.

July 13, 2021

July 27, 2021

August 10, 2021

August 24, 2021

- XIII. COMMUNICATIONS FROM CITY COUNCIL

- XIV. Motion to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1; and to discuss matters pertaining to negotiated contracts, according to Missouri Statute 610.021.12, and that the record be closed, and the meeting adjourned from there.

SECTION VIII

A

Minutes of the Belton City Council
June 8, 2021
City Hall Annex
520 Main Street, Belton, Missouri

Mayor Larkey called the work session to order at 6:00 p.m. Greg Rokos, Public Works Director, gave a presentation on the City's street preservation program. Public Works is completing a 3-year project this year. Sheila Ernzen, Assistant City Manager and Finance Director, talked about funding sources – sales tax or property tax.

Alexa Barton, City Manager, gave an update on the Belton-Cass TDD Mullen Road project. The TDD is meeting next week and this should be coming to the Council soon.

Being no further business, Mayor Larkey adjourned the work session at 6:26 p.m. and called the meeting to order.

Councilmember Gough led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Larkey, Tim Savage, Rob Powell, Chet Trutzel, Angela Kraft, Dave Clark, Perry Gough, Allyson Lawson

Councilmember absent: Lorrie Peek

Staff present: Alexa Barton, City Manager; Padraic Corcoran, Attorney; and Andrea Cunningham, City Clerk

PERSONAL APPEARANCES

Alan Meyer and Tod Fagan with Spire presented Mr. Rokos with the Silver Shovel Award. Belton is the first recipient to receive this two years in a row.

CONSENT AGENDA

Councilmember Clark asked the Council to please remove item F from the Consent Agenda and discuss under separate action.

Councilmember Clark moved to approve the consent agenda consisting of a motion:

- **approving the minutes of the May 25, 2021, City Council Meeting.**
- **Motion approving the May 2021 Municipal Division Summary Report for Municipal Court.**
- **approving Resolution R2021-38: A resolution reappointing Mike Miller and Terry Ward and appointing Bret White and Councilmember Allyson Lawson to the Municipal Park Board.**
- **approving Resolution R2021-39: A resolution reappointing Ed Maurer and appointing James Pryan to the Tax Increment Financing Commission.**

- approving Resolution R2021-40: A resolution approving the refurbishment of an existing Warrior ambulance module box and the purchase of a 2021 F-550 chassis for the remounting of the refurbished module box in the amount of \$139,290.00.
- approving Resolution R2021-42: A resolution approving the purchase of a 2022 T770 T4 Bobcat Compact Track Loader with Bob-Dock attachment system in the amount of \$68,997.17 from Clark Equipment Company, the lowest and best bidder.
- approving Resolution R2021-43: A resolution approving the purchase of a 2022 S770 T4 Bobcat Skid Steer Loader with Bob-Dock attachment system in the amount of \$58,968.01 from Clark Equipment Company, the lowest and best bidder, and approving the disposal/sale of the current S770 Bobcat Skid Steer Loader being replaced through the City of Belton’s auctioneer service provider.
- approving Resolution R2021-44: A resolution approving the purchase of a 2022 T770 T4 Bobcat Compact Track Loader with Bob-Dock attachment system in the amount of \$69,913.93 from Clark Equipment Company, the lowest and best bidder.
- approving Resolution R2021-45: A resolution of the City of Belton, Missouri authorizing and approving the On-Call Professional Services Contract for water, wastewater, stormwater services, and other City assets between the City of Belton and Breit Construction, LLC for a term of five (5) years with the option of up to five (5) subsequent one (1) year periods not to exceed ten (10) years.
- approving Resolution R2021-46: A resolution of the City of Belton, Missouri authorizing and approving the On-Call Professional Services Contract for water, wastewater, stormwater services, and other City assets between the City of Belton and FTC Equipment, LLC for a term of five (5) years with the option of up to five (5) subsequent one (1) year periods not to exceed ten (10) years.
- approving Resolution R2021-47: A resolution of the City of Belton, Missouri authorizing and approving the On-Call Professional Services Contract for water, wastewater, stormwater services, and other City assets between the City of Belton and Infrastructure Solutions, LLC for a term of five (5) years with the option of up to five (5) subsequent one (1) year periods not to exceed ten (10) years.
- approving Resolution R2021-48: A resolution of the City of Belton, Missouri authorizing and approving the On-Call Professional Services Contract for water, wastewater, stormwater services, and other City assets between the City of Belton and JCI Industries, LLC for a term of five (5) years with the option of up to five (5) subsequent one (1) year periods not to exceed ten (10) years.
- approving Resolution R2021-49: A resolution of the City of Belton, Missouri authorizing and approving the On-Call Professional Services Contract for water, wastewater, stormwater services, and other City assets between the City of Belton and Leath & Sons, Inc. for a term of five (5) years with the option of up to five (5) subsequent one (1) year periods not to exceed ten (10) years.
- approving Resolution R2021-50: A resolution approving actions of the City Manager to engage Breit Construction, LLC for emergency stormwater repairs located at crossings on Apple Valley Parkway in Apple Valley subdivision and ratifying Task Agreement 2021-2 in the amount of \$156,658.04, as allocated in the FY22 budget.

Councilmember Trutzel seconded. All present voted in favor. Consent agenda approved.

F. Andrea Cunningham, City Clerk, read Resolution R2021-41: **A resolution approving Task Agreement 2021-1 with Burns & McDonnell Engineering Company, Inc. to prepare a feasibility study for wastewater treatment regionalization in the not-to-exceed amount of \$149,837.00.**

Presented by Councilmember Clark, seconded by Councilmember Trutzel. Councilmember Clark asked why the City is paying for the study. Mr. Rokos said this is a good opportunity to look at regionalization. In the long run it's a benefit. The study should be completed this year. Vote on the resolution was recorded with all present voting in favor. Resolution passed.

REGULAR AGENDA

Andrea Cunningham, City Clerk, gave the final reading of Bill No. 2021-28: **An ordinance amending Chapter 11 – Health and Sanitation, Article IV – Solid Waste, Section 11-106(c) of the Code of Ordinances of the City of Belton, Missouri to update the “service charge/billing” rate from \$15.61 per month to \$16.21 per month.**

Presented by Councilmember Clark, seconded by Councilmember Trutzel. Vote on the final reading was recorded:

Ayes: 8 Mayor Larkey, Powell, Kraft, Trutzel, Savage, Clark, Gough, Lawson

Noes: 0

Absent: 1 Peek

Bill No. 2021-28 was declared passed and in full force and effect as **Ordinance No. 2021-4631**, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2021-29, as amended: **An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2022 Adopted City Budget.**

Presented by Councilmember Clark, seconded by Councilmember Savage. Vote on the final reading was recorded:

Ayes: 8 Savage, Trutzel, Powell, Lawson, Kraft, Clark, Gough, Mayor Larkey

Noes: 0

Absent: 1 Peek

Bill No. 2021-29 was declared passed and in full force and effect as **Ordinance No. 2021-4632**, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2021-30: **An ordinance authorizing and directing the Mayor to execute the Fourth Amendment to the Tax Increment Financing Contract between the City of Belton, Missouri, and Herman Enterprises, L.L.C. for implementation of Project 3 of the Southtowne Tax Increment Financing Redevelopment Plan, as amended.**

Presented by Councilmember Clark, seconded by Councilmember Gough. Vote on the final reading was recorded:

Ayes: 8 Powell, Savage, Lawson, Trutzel, Kraft, Clark, Gough, Mayor Larkey

Noes: 0

Absent: 1 Peek

Bill No. 2021-30 was declared passed and in full force and effect as **Ordinance No. 2021-4633**, subject to Mayoral veto.

Ms. Cunningham gave the first reading of Bill No. 2021-08: **An ordinance amending Sections: 42-36, rates inside the city; 42-38, water rates for approved water districts or local governments; 42-39, rates for water consumed outside city; 42-296, sewer system user rates; of the Unified Development Code of the City of Belton, Missouri.**

Presented by Councilmember Clark, seconded by Councilmember Trutzel. After discussion about the possibility of another work session, a collaboration meeting with staff, or a task force, Mayor Larkey stated he would like to postpone this ordinance again. Councilmember Clark made a motion to postpone the first reading of Bill 2021-08 until September 14, 2021. Councilmember Gough seconded. Vote on the postponement was recorded with all present voting in favor. Motion carried.

Ms. Cunningham gave the first reading of Bill No. 2021-32: **An ordinance amending Chapter 11 – Health and Sanitation, Article IV – Solid Waste, Section 11-106(b)(9) of the Code of Ordinances of the City of Belton, Missouri to update the hardship exception.**

Presented by Councilmember Gough, seconded by Councilmember Savage. Ms. Ernzen said this will allow yard waste to be picked up more efficiently at the curb for hardship citizens. Vote on the first reading was recorded with all present voting in favor. First reading passed.

Ms. Cunningham gave the first reading of Bill No. 2021-33: **An ordinance amending Section 4 of Ordinance No. 2021-4621, Exhibit C Articles of Agreement and authorizing certain actions.**

Presented by Councilmember Clark, seconded by Councilmember Savage. Padraic Corcoran, Attorney, said the articles of agreement need to be amended due to the election. There was a discussion about the Missouri transaction requirements for Chapter 353. Vote on the first reading was recorded with all present voting in favor. First reading passed.

Ms. Cunningham gave the first reading of Bill No. 2021-34: **An ordinance accepting the continuance of a Mid-America Regional Council (MARC) grant and accepting an additional grant for services to individuals at the Belton Senior Center.**

Presented by Councilmember Clark, seconded by Councilmember Trutzel. Vote on the first reading was recorded with all present voting in favor. First reading passed.

Ms. Cunningham gave the first reading of Bill No. 2021-35: **An ordinance of the City of Belton, Missouri amending section 8-119 costs, fees, and surcharges of the Code of Ordinances of the City of Belton, Missouri.**

Presented by Councilmember Clark, seconded by Councilmember Savage. Vote on the first reading was recorded with all present voting in favor. First reading passed.

CITY COUNCIL LIAISON REPORTS

Councilmember Lawson said the PSST annual report is published on the City website.

Councilmember Lawson provided the Council with a Park report

- The farmer’s market is every Thursday from 4-7 p.m. at Memorial Park
- The outdoor waterpark requires maintenance for some leaks
- June 25 is Theatre in the Park at Memorial Park

CITY MANAGER’S REPORT

June/July 2021 City Council Meetings – 6:00 p.m.

June 22, 2021

July 13, 2021

July 27, 2021

Ms. Barton reported the Public Works department was able to assist the Park department by using their camera at the outdoor waterpark to find some of the leaks.

The MML annual conference will be September 26-29. Is there a consensus of the Council to move the September 28 Council meeting to September 21? Yes, this meeting will be moved.

Center 301 blasting was delayed until June 25. There will be notices posted.

COMMUNICATIONS FROM CITY COUNCIL

Councilmember Clark said Summerfest was a good time.

Councilmember Gough thanked Mr. Rokos and Mr. Corcoran for their work on a proposal for Meadow Creek.

Councilmember Powell thanked the police and fire departments for hosting him for a 12-hour shift. There was a discussion about UTVs. This will come back for a work session.

Councilmember Powell discussed noise concerns and the berms at Southview Commerce Center. Councilmember Savage said he has had many discussions with Dave Clements about these items. Dave Clements, Director of Planning and Building, said the berm on the north side of the building is not complete yet. There was a noise study done in 2018. He would suggest waiting to do another noise study until all three buildings are operational.

Ms. Barton reminded everyone about the drive-through job fair June 19 at Southwick Stadium.

Being no further business, Councilmember Gough moved to adjourn at 7:26 p.m. Councilmember Clark seconded. All present voted in favor. Meeting adjourned.

Andrea Cunningham, City Clerk

Mayor Norman K Larkey, Sr

SECTION VIII

B

R2021-51

A RESOLUTION APPROVING THE PURCHASE OF FOUR MSA G1 SELF-CONTAINED BREATHING APPARATUS AND ASSOCIATED ACCESSORIES FROM SENTINEL EMERGENCY SOLUTIONS IN THE AMOUNT OF \$37,118.50.

WHEREAS, the Belton Fire Department will be adding and equipping a new and additional pumper to its fleet; and

WHEREAS, certain equipment is needed to make the pumper compliant with regulations and ready for service at all times; and

WHEREAS, an advertisement for bids was posted on the city’s website according to the current purchasing policy; and

WHEREAS, two bids were received; and

WHEREAS, Sentinel Emergency Solutions met all the requirements of the bid with the lowest and best price; and

WHEREAS, This item was approved in the FY22 budget and falls within the budgeted amount.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI, AS FOLLOWS:

Section 1. Approves the purchase of the equipment from the attached quotation, **EXHIBIT A**, from Sentinel Emergency Solutions in the amount of \$37,118.50.

Section 2. That this resolution shall be in full force and effect from and after its passage and approval.

Duly read and passed this ___ day of ____, 2021.

Mayor Norman K. Larkey, Sr.

ATTEST:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri

STATE OF MISSOURI)
CITY OF BELTON) SS
COUNTY OF CASS)

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was introduced at a meeting of the City Council held on the ____ day of _____, 2021, and adopted at a meeting of the City Council held the ____ day of _____, 2021 by the following vote, to-wit:

AYES:	COUNCILMEMBER:
NOES:	COUNCILMEMBER:
ABSENT:	COUNCILMEMBER:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

AGENDA DATE: June 22, 2021

DIVISION: FIRE

COUNCIL: [X] Regular Meeting [] Work Session [] Special Session

Table with 5 columns: Ordinance, Resolution, Consent Item, Change Order, Motion, Agreement, Discussion, FYI/Update, Presentation, Both Readings.

ISSUE/RECOMMENDATION:

The fire department is currently working through the spec process for a new pumper that will be an addition to the current fleet. Once the new pumper is in service this will offer us a backup engine to be used when other trucks require maintenance or during emergency situations that require extra equipment and personnel.

IMPACT/ANALYSIS:

Adding the listed equipment will assure a truck that is ready to go without moving equipment from other trucks. Movement of this equipment between trucks adds to the out of service times for crews and increases the chance for some equipment being forgotten during the transfer.

Table with 2 columns: Contractor, Amount of Request/Contract, Amount Budgeted, Funding Source, Additional Funds, Encumbered, Funds Remaining.

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve the purchase of (4) SCBA G1 Self Contained Breathing Apparatus and associated accessory equipment as noted in the attached quote from Sentinel Emergency Solutions in the amount of \$37,118.50

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Sentinel Emergency Solutions bid



SENTINEL EMERGENCY SOLUTIONS
2900 TELEGRAPH RD.
ST. LOUIS MO 63125

sales@sentineles.com
 800.851.1928
 314.939.1999

PROPOSAL

Date	Quote #
6/15/2021	1245

Bill To:
BELTON FIRE DEPARTMENT 16300 N. MULLEN BELTON, MO 64012 Att: John Sapp Fire Chief

Ship To
TBD

Terms	Rep	Proposal Good Throu...	Freight	Submitted by
Net 30	DU	Unitl June 30 2021	Included	DJU

Qty	Item	Vendor	Description	Cost	Total Sale Price
4	SPECIAL ORDER	MSA	MSA-G1FS442MA2Q3LAA	5,780.7925	23,123.17
10	SPECIAL ORDER	MSA	4500 G1 SCBA NO TELEMETRY MSA-10175708	909.987	9,099.87
1	SPECIAL ORDER	MSA	CLV VLV QC RC 4500 PSGI MSA-G1FPFS1S4C1	267.05	267.05
2	SPECIAL ORDER	MSA	G1 FACEPIECE, SMALL MSA-G1FPFM1M4C1	267.05	534.10
1	SPECIAL ORDER	MSA	G1 FACEPIECE, MEDIUM MSA-G1FPFL1L4C1	267.05	267.05
1	SPECIAL ORDER	MSA	G1 FACEPIECE, LARGE MSA_10207540	3,827.26	3,827.26
			RECUEAIRE II, 4500 PSIG / 60 MIN CYLINDER		

THANK YOU for the opportunity to quote this.
We appreciate your business.

Total	\$37,118.50
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SECTION VIII

C

R2021-52

A RESOLUTION APPROVING THE PURCHASE OF 13 LIFEPAK AUTOMATED EXTERNAL DEFIBRILLATOR (AED) AND THEIR ACCESSORIES FROM STRYKER IN THE AMOUNT OF \$24,577.28.

WHEREAS, the purchase of 13 AEDs for the Police Department was approved in the FY2022 budget; and

WHEREAS, the City is initiating an Automated External Defibrillator (AED) program in the Police Department that mirrors the existing program in the Fire Department; and

WHEREAS, utilizing the same AEDs as the Belton Fire Department will expedite the transition process when the officers arrive on scene prior to the Belton Fire Department; and

WHEREAS, Stryker was found to be the lowest and best bid and found to be in the best interest of the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI, AS FOLLOWS:

- Section 1.** That the City Council hereby authorizes and approves the purchase, herein attached and incorporated to this resolution, with Stryker for Automated External Defibrillators. The quote from Stryker for thirteen (13) LifePak Automated External Defibrillators (AED) in the amount of \$24,577.28 is attached.
- Section 2.** That the City Manager is hereby authorized to sign the agreement on behalf of the City of Belton.
- Section 3.** That this resolution shall be in full force and effect from and after its passage and approval.

Duly read and passed this __day of__, 2021.

Mayor, Norman K. Larkey, Sr.

ATTEST:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri

STATE OF MISSOURI)
COUNTY OF CASS)SS
CITY OF BELTON)

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was introduced at a meeting of the City Council held on the ____ day of _____, 2021, and adopted at a meeting of the City Council held the ____ day of _____, 2021 by the following vote, to-wit:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

AGENDA DATE: June 22, 2021
ASSIGNED STAFF: Chief Scott Lyons
DEPARTMENT: Police

Approvals

Engineer: Dept. Dir: Attorney: City Admin.:

Table with 4 columns: Ordinance, Resolution, Consent Item, Change Order, Agreement, Discussion, FYI/Update, Other, Motion.

ISSUE/REQUEST: To purchase 13 LifePack AEDs (Automated External Defibrillator) that includes the rechargeable batteries, carrying cases, electrodes, and shipping kits. These items will be purchased from Stryker.

PROPOSED CITY COUNCIL MOTION: Approve the purchase of 13 LifePack AEDs, 13 researchable batteries, 13 carrying cases, 13 electrode pairs, and shipping kits for \$24,577.28.

BACKGROUND: (including location, programs/departments affected, and process issues) The Belton Police Department is implementing a program that will place LifePack Automated External Defibrillators (AEDs) in the trunks of 11 patrol vehicles as well as in 2 different locations around the police department. The make and model of these particular AEDs is the same as those utilized by the Belton Fire Department.

IMPACT / ANALYSIS: Utilizing the same AEDs as the Belton Fire Department will expedite the transition process when the officers arrive on scene prior to the arrival of Belton Fire Department. In turn, the Belton Fire Department will not need to spend extra time switching out the pads of another device. The use of these particular AEDs will expedite the transition process thus increase the chance of survival.

FINANCIAL IMPACT

Contractor:	Stryker
Amount of Request/Contract:	\$ 24,577.28
Amount Budgeted:	\$ 23,400.00
Funding Source:	Public Safety Sales Tax "PSST" 010-4400-495-7400
Additional Funds	\$1,177.28
Funding Source	Public Safety Sales Tax "PSST" 010-4400-495-7400
Encumbered:	\$
Funds Remaining:	\$

TIMELINE	Start:	Finish:
OTHER INFORMATION/UNIQUE CHARACTERISTICS:		

STAFF RECOMMENDATION: Approve
OTHER BOARDS & COMMISSIONS ASSIGNED: Date: Action:

List of reference Documents Attached:

- Stryker Belton AED Project Quote #10362966 with Used AED Trade-In \$2600 value Total \$24, 577.28 (lowest).



Belton AED project

Quote Number: 10362966

Version: 1
Prepared For: CITY OF BELTON
Attn:

Remit to: **Stryker Medical**
P.O. Box 93308
Chicago, IL 60673-3308
Rep: Todd Tibbetts
Email: todd.tibbetts@stryker.com
Phone Number:

Quote Date: 06/10/2021
Expiration Date: 09/08/2021

Delivery Address	End User - Shipping - Billing	Bill To Account
Name: CITY OF BELTON	Name: CITY OF BELTON	Name: CITY OF BELTON
Account #: 1070660	Account #: 1070660	Account #: 1070660
Address: 506 MAIN ST BELTON Missouri 64012	Address: 506 MAIN ST BELTON Missouri 64012	Address: 506 MAIN ST BELTON Missouri 64012

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99425-000023	LIFEPAK 1000 Graphical Display - includes one non-rechargeable battery, one carrying case w/ shoulder strap, two pair QUIK-COMBO REDI-PAK electrodes and Ship Kit	13	\$2,090.56	\$27,177.28
2.0	41425-000034	Ship Kit - Literature, LP1000, W RCHG, English	13	\$0.00	\$0.00
Equipment Total:					\$27,177.28

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-LLVAED-LP1K	TRADE-IN-DEFIBTECH LIFELINE VIEW AED TOWARDS PURCHASE OF LIFEPAK 1000	13	-\$200.00	-\$2,600.00

Price Totals:

Grand Total: **\$24,577.28**

Prices: In effect for 60 days.
Terms: Net 30 Days



Belton AED project

Quote Number: 10362966

Version: 1

Prepared For: CITY OF BELTON

Attn:

Remit to:

Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308

Rep:

Todd Tibbetts

Email:

todd.tibbetts@stryker.com

Phone Number:

Quote Date: 06/10/2021

Expiration Date: 09/08/2021

Contact your local Sales Representative for more information about our flexible payment options.

AUTHORIZED CUSTOMER SIGNATURE

Capital Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.

SECTION VIII

D

R2021-53

A RESOLUTION APPROVING TASK AGREEMENT 2021-10 WITH WILSON AND COMPANY TO PROVIDE PROFESSIONAL DESIGN SERVICES FOR THE HARGIS GARDENS DRAINAGE IMPROVEMENTS PROJECT IN THE NOT-TO-EXCEED AMOUNT OF \$401,876.00.

WHEREAS, as part of the stormwater improvements passed in 2019, several individual stormwater studies have been completed. Council approved Task Agreement 2020-6 with Wilson and Company (Wilson) on November 13, 2020 (R2020-83) to complete a watershed study for drainage improvements in the Hargis Gardens neighborhood. The study showed the necessary improvements to correct the flooding in the area of Buena Vista Drive and Sunrise Drive. This task agreement will design the improvements to the watershed in the area of Buena Vista and Sunrise and provide for a detention pond on the undeveloped Spanish Villas Phase 2 subdivision; and

WHEREAS, under Wilson’s On-Call Professional Services Contract (R2020-30), Wilson’s Task Agreement 2021-10 Scope of Work will provide professional design services to develop final plans, special provisions, and estimates for the Hargis Gardens neighborhood drainage improvement project that extends from the Baldwin Street drainage system outlet to the Cambridge Road culvert on West Fork East Creek. The design services will follow the recommended improvements in the Hargis Gardens Watershed Study; and

WHEREAS, the Council believes it is beneficial to the citizens of Belton to approve Task Agreement 2021-10 with Wilson and Company to provide design services for drainage improvements in the Hargis Gardens neighborhood area.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI, AS FOLLOWS:

SECTION 1. The City Council hereby approves Task Agreement 2021-10, herein attached and incorporated as **Exhibit A**, to provide professional design services for the Hargis Gardens Drainage Improvements Project in the not-to-exceed amount of \$401,876.00.

SECTION 2. The City Manager and Director of Public Works are authorized and directed to execute the task agreement on behalf of the City.

SECTION 3. That this resolution shall be in full force and effect from and after its passage and approval.

Duly read and passed this _____ day of _____, 2021.

Mayor Norman K. Larkey, Sr.

ATTEST:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri

STATE OF MISSOURI)
COUNTY OF CASS) SS
CITY OF BELTON)

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was introduced at a meeting of the City Council held on the _____ day of _____, 2021, and adopted at a meeting of the City Council held the _____ day of _____, 2021 by the following vote, to-wit:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri



CITY OF BELTON

CITY COUNCIL INFORMATION FORM

AGENDA DATE: June 22, 2021

DIVISION: Public Works/Transportation

COUNCIL: **Regular Meeting** **Work Session** **Special Session**

<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input checked="" type="checkbox"/> Consent Item	<input type="checkbox"/> Change Order	<input type="checkbox"/> Motion
<input type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> FYI/Update	<input type="checkbox"/> Presentation	<input type="checkbox"/> Both Readings

ISSUE/RECOMMENDATION:

As part of the stormwater improvements passed in 2019, several individual stormwater studies have been completed. Council approved Task Agreement 2020-6 with Wilson and Company (Wilson) on November 13, 2020 (R2020-83) to complete a watershed study for drainage improvements in the Hargis Gardens neighborhood. The study showed the necessary improvements to correct the flooding in the area of Buena Vista Drive and Sunrise Drive. This task agreement will design the improvements to the watershed in the area of Buena Vista and Sunrise and provide for a detention pond on the undeveloped Spanish Villas Phase 2 subdivision.

Under Wilson’s On-Call Professional Services Contract (R2020-30), Wilson’s Task Agreement 2021-10 Scope of Work will provide professional design services to develop final plans, special provisions, and estimates for the Hargis Gardens neighborhood drainage improvement project that extends from the Baldwin Street drainage system outlet to the Cambridge Road culvert on West Fork East Creek. The design services will follow the recommended improvements in the Hargis Gardens Watershed Study.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Wilson and Company
Amount of Request/Contract: \$	\$401,876.00
Funding Source:	451-5619-495-7112

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution approving Task Agreement 2021-10 with Wilson and Company to provide professional design services for the Hargis Gardens Drainage Improvements Project in the not-to-exceed amount of \$401,876.00

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Resolution
- Task Agreement 2021-10 and Scope of Work and Overall Project Map



PUBLIC WORKS
City of Belton – Public Works
Task Agreement

Contract: On-Call Professional Services Contract – R2020-30

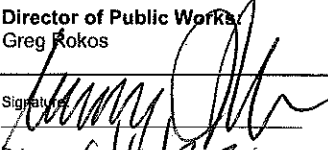
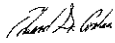
Ordinance or Resolution:	Task Agreement No: 2021-10	Funding Amount: \$401,876.00 Date of Schedule of Hourly Rates and Expenses: Purchase Order No:
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Project Title: **Hargis Gardens Drainage Improvements**

Contractor/Consultant (including subs): Wilson & Company	Division and Staff Project Manager: Greg Rokos, Public Works Director
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Project Management Manual reviewed:	Attachments (Gantt Chart, etc.):
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PROJECT Scope (can be in the form of an attachment):
 Please see attached.

Staff Signatures		Partner Signatures	
Director of Public Works: Greg Rokos	City Manager: Alexa Barton	Project Manager:	Company Principal (if different):
Signature:  Date: <u>6/16/2021</u>	Signature: _____ Date: _____	Signature: _____ Date: _____	Signature:  Date: <u>June 16, 2021</u>

Project Type:	Design		Construction		Property Acquisition		Conceptual – Problem Solving		Surveying
Project Discipline(s):	Transportation		Planning		Water		Wastewater		Stormwater

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement effective on June 23, 2020.

Attach scope of work, budget, and other supporting material.

Exhibit A
Scope of Services
Design Services
Hargis Garden Drainage Improvements
May 7, 2021

General Scope of Services

The purpose of this contract is to provide professional design services to develop Final Plans, Special Provisions, and Estimates the Hargis Gardens neighborhood drainage improvement project, which extends from the Baldwin Street drainage system outlet to the Cambridge Road culvert on West Fork East Creek (See attached Proposed Improvement Map). The design services will follow the recommended improvements in the Hargis Garden Watershed Study that was presented to the City by Wilson & Company on May 14, 2021. The improvements include the following with appropriate subsidiary design elements directly required to construct the improvements:

- Replace the culvert system under Mill Street and east of Dawn Avenue
- Construct a regional detention pond along the tributary to the West Fork East Creek between east of Cleveland Avenue, west of Lacy Lane, north of Sunrise Drive, and south of Mill Street.
- Replace the culvert system under Sunrise Drive and east of Buena Vista Drive
- Regrade and Stabilize the tributary to the West Fork East Creek between Sunrise Drive and Park Avenue
- Replace the culvert system under Park Avenue and east of Buena Vista Drive

The overall plan development at Preliminary Plans will be 30% complete. The Final Check Plans will be 90% complete and Final Plans, Special Provisions, and Estimate (PS&E) will be 100% complete.

Detailed Scope of Services

Section 1 – Field Survey

1.1 Field Survey Engineer will complete field survey services necessary to complete the final design for the improvements in the watershed study as described in the attached Proposed Improvement Map. The detailed topographic survey will be completed in NAD 1983 State Plane Missouri West horizontal datum and NAVD88 vertical coordinate systems. All surveying and related services will meet the Minimum Standards for Property Surveys in the State of Missouri.

1.1.1 Ownership Survey. The ownership surveys will follow City format and procedures. Engineer will obtain and research title reports for any private parcels potentially affected by this project. Engineer will search for monuments that identify the property boundary. Monuments and evidence of occupation, including fences, will be located. Existing easements will be located. Engineer will develop CADD drawing illustrating the property boundary and easements (if any) needed. This work will be prepared per standards for property surveying in Missouri. The property boundary and easements (if any) will be included on the construction plan drawings for the proposed improvements.

1.1.2 Design and Topographic Surveys. For design and topographic surveys,

Engineer will utilize the combination of RTK and total station collection instruments to collect topographic data. Engineer will locate underground utilities through a one-call system. Engineer will define “breaklines” to model grade breaks. Spot elevations will be obtained with sufficient density to complete the design and construction plans. Prior to beginning design survey, Engineer will contact One Call requesting utility locates. Visible utilities such as water valves, manholes, vaults, overhead electric fire hydrants, and underground utilities defined by locates will be surveyed. Planimetric lines will be drawn connecting the utility features. Manholes will be opened, and inverts and pipe sizes are measured. Existing inlets, pipes, box culverts, walls, etc. will be detailed by locating the inverts, abutments, pipe sizes, and materials, etc. Planimetrics will be incorporated into the drawings. Photographs and sketches will be collected and provided. Existing planimetric features such as fences, edge of trees, edge of water, buildings, roads, and trails will be located and provided as part of the design survey as “existing conditions”. Trees will be shown as clouded areas, opposed to individual trees.

Section 2 – Geotechnical Investigation

Engineer will subcontract all geotechnical effort for borings and laboratory testing. An anticipated 10 borings will be needed to complete the culvert design. Each culvert location will have a boring on either side of the embankment to develop structural calculations. The geotechnical subcontractor will prepare a report which will include the following:

- Boring Location Plan
- Computer generated boring logs with soil stratification based on visual soil classification
- Subsurface exploration procedures
- Summarized laboratory data
- Groundwater levels observed during and after completion of drilling
- Earthwork Recommendation for pond and roadway embankments

The geotechnical investigations, analysis and recommendations will be completed and developed per current local and state standards.

Section 3 – Preliminary Plans (45% Complete)

- 3.1 Update the hydraulic analysis for the recommended culvert improvements from the watershed study based on the updated survey. The hydraulic analysis and culvert sizing are based on the design discharges recommended in the watershed study and confirmed in the preliminary design meeting.
- 3.2 Develop typical sections to be used for the design based on the geotechnical report and City recommendations for storm sewer, detention pond, and roadway sections.
- 3.3 Develop the detention pond design per watershed study recommendations and discussions during the project kick-off meeting.

- 3.4 Develop the horizontal and vertical alignments for the roadway, detention pond and storm sewer based on the watershed study and discussions during the project kick-off meeting.
- 3.5 Develop a sanitary sewer relocation design to accommodate the proposed detention pond and channel improvements through the undeveloped area between Mill Street and Sunrise Drive.
- 3.6 Identify utility conflicts that could require relocation to accommodate the proposed improvements.
- 3.7 Identify areas for potential water quality features within the proposed improvement area.
- 3.8 The following plan sheets will be prepared for the preliminary plan submittal.
 - Title Sheet
 - General Layout Sheet
 - Typical Section Sheets
 - Control and Reference Ties Sheet
 - Culvert / Channel Plan and Profile Sheets
 - Detention Pond Grading Sheets
 - Roadway Plan and Profile Sheets
 - Drainage Area Map
- 3.9 The Consultant will prepare an Opinion of Probable Construction Cost using City standard bid items with unit prices obtained from recent City and Wilson & Company local projects.

Section 4 – Final Plans and Easement Documents (90% Complete)

- 4.1 Prepare final design computations for the special design items and details associated with the storm sewer and structure elements.
- 4.2 Based on the comments received from the City during the Preliminary Plan review, the Consultant will revise the construction plans. A written list of the comments will be assembled into a single document and distributed to the team members for their use during this plan development phase.
- 4.3 Prepare exhibits that will include one (1) temporary easement description and one (1) permanent easement description per tract. The Consultant's fee is based on writing descriptions one (1) time. Any changes to the exhibit or the legal descriptions resulting from negotiations as part of the property acquisition process will be provided as Additional Service. It is assumed that no additional right-of-way will be required. Identified proposed easements will be noted on the plans using station/off-set call out.
- 4.4 Design temporary and permanent erosion control measures.
- 4.5 Develop sidewalk and ramp at all impacted locations to meet ADA requirements.
- 4.6 Prepare a preliminary drawing for the traffic control and construction phasing plan.

- 4.7 Prepare cross sections at 25-foot intervals for the channel and roadway improvements. Additional cross sections will be provided at entrances, side streets, crossroad culverts, and locations of critical interest to depict cuts, fills, or special features as appropriate.
- 4.8 The following plan sheets will be prepared for the Field Check plan submittal.
- Title Sheet
 - General Layout Sheet
 - Typical Section Sheets
 - Control and Reference Ties Sheet
 - Culvert / Channel Plan and Profile Sheets
 - Detention Pond Grading Sheets
 - Roadway Plan and Profile Sheets
 - Water Quality Feature Plan Sheets (if necessary)
 - Erosion Control Sheets
 - Traffic Control and Construction Phasing Sheets
 - Drainage Area Map
 - Construction Detail Sheets
 - Cross Sections
- 4.9 The Consultant will assist the City in preparing, submitting and communicating information for all appropriate environmental and stormwater permits associated with the proposed construction activities.
- 4.10 The Consultant will prepare specifications for any construction work items that are not covered under the City's Standard Specifications based on comments received during the Preliminary Plan review.
- 4.11 The Consultant will update an Opinion of Probable Construction Cost based on changes to the plans during the final design phase.

Section 5 – Construction Documents (100% Complete)

- 5.1 Based on the comments received from the City during the Final Plan review, the Consultant will revise the construction plans. A written list of the comments will be assembled into a single document and distributed to the team members for their use.
- 5.2 The Consultant will update the specifications based on comments received by the City.
- 5.3 The Consultant will update an Opinion of Probable Construction Cost based on changes to the plans during the final plan phase.
- 5.4 The Consultant will submit a sealed electronic version of the construction documents to the City.

Section 6 – Utility Coordination

- 6.1 The Consultant will submit a Utility Location Report to each of the utility companies identified in the project area after the kick-off meeting. The report will

also include 11 x 17 conceptual plan sheet of the project for their use in locating their facilities. The information received from each utility company will be used to verify the utilities located during the field survey.

- 6.2 The Consultant will provide one (1) half size (11" x 17") set of Preliminary Plans to each utility company that has facilities located within the project area after the preliminary plans are submitted.
- 6.3 The Consultant will provide one (1) half size (11" x 17") set of Final Plans to each utility company that has facilities impacted by the proposed improvement after the final plans are submitted.

Section 7 – Project Meetings

- 7.1 The Consultant will attend a kick-off meeting at City Hall to discuss the project schedule, specific design issues that will need to be resolved and establish the dates of future team meetings.
- 7.2 The Consultant will attend (2) milestone meetings with the City after the preliminary and final plan submittal to review the submittal documents and discuss next steps in the design process.
- 7.3 The Consultant is anticipating up to (4) project progress meetings with the City throughout the design process to discuss project progress and design features. These meeting may be conducted at the City facilities or on-site.
- 7.4 The Consultant will attend one (1) meeting with the City and utility companies after the preliminary plan submittal to review each of the potential utility conflicts and discuss relocations options.
- 7.5 The Consultant will attend one (1) public meeting to present the Preliminary Plans. The meeting will be held at location and in a format to be determined by the City.

Section 8 – Project Management and Quality Control

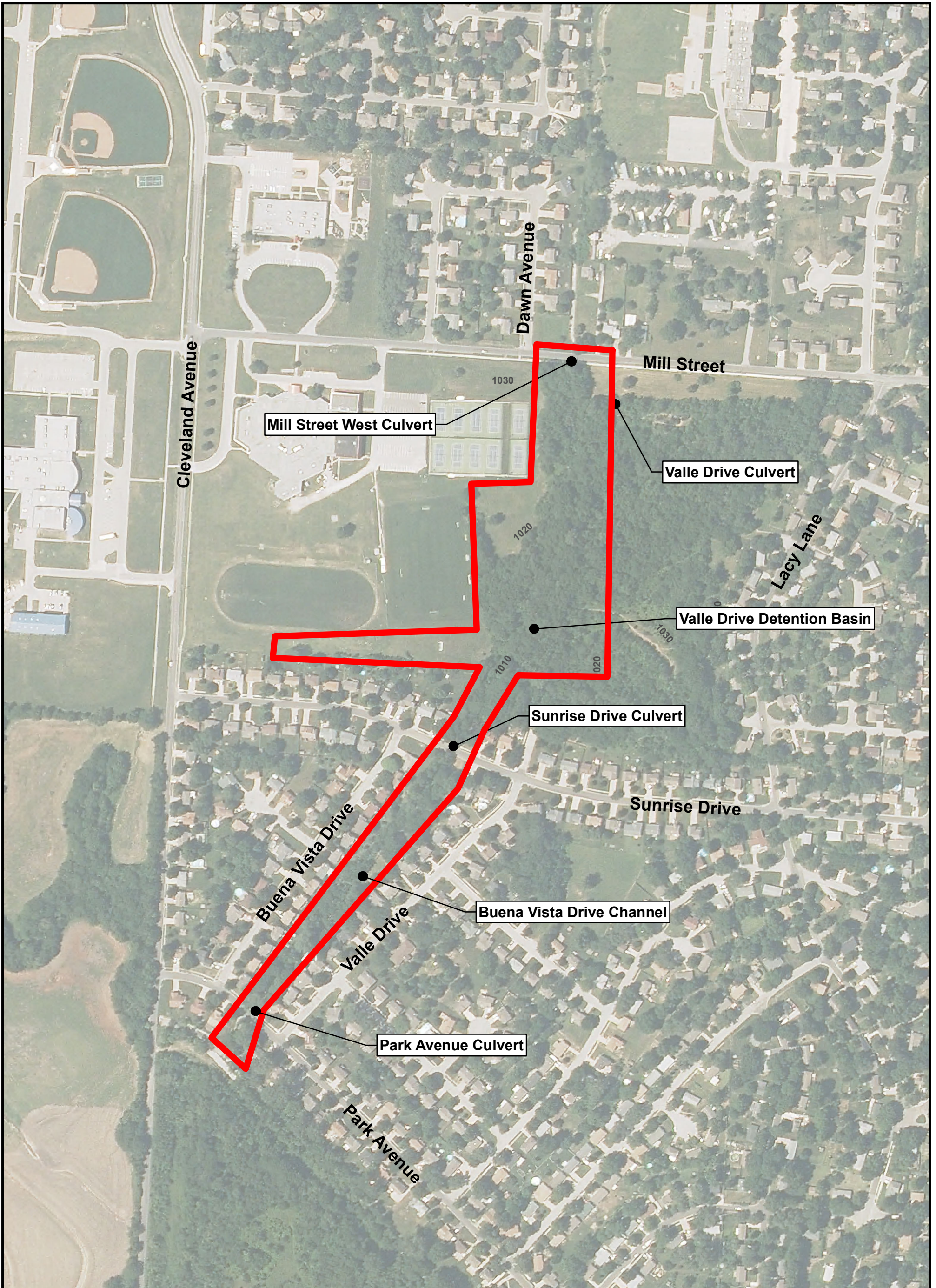
- 8.1 The Consultant will prepare a Project Work Plan that covers the project contacts, design approach, design criteria, quality control procedures, schedule and other pertinent information.
- 8.2 Preparation of the monthly progress reports for the City with the invoices for City use and distribution.
- 8.3 QA/QC reviews on all milestone submittals for design calculations, construction plans, construction cost estimate, and project manual.

Assumptions

1. Full-size plan sheets are to be 22" x 34". US Customary (English) units of measure will be used in developing the design, construction plans, supplemental specifications, quantity estimates and estimates of probable construction. Plan scale will be 1"=20'. Profile scale will be 1"=20' horizontal and 1"=10' vertical. The scale of other sheets will be modified depending on the level of detail required.
2. All submittals to the City for review shall be electronic submittals.
3. Any work requested by the City that is not included in the basic services will be classified as supplemental services and require additional scope and fees prior to starting work. Supplementary services shall include, but are not limited to the following:
 - a. Changes in the scope, extent, or character of the project.
 - b. Revisions to the plans when inconsistent with previous approvals or instructions by the City.
 - c. Updating plans to reflect development that has occurred after the Final Plans are complete.
4. The environmental services and permits exclude the following:
 - a. NEPA Services
 - b. USACE Individual Permit
 - c. Environmental Field Services, including wetland surveys
5. No full property survey or setting of new property corners or monumentation.
6. No flagging of the proposed right-of-way and easements as part of the appraisal process
7. No design of street lighting systems.
8. No revisions or modifications to the construction plans, legal descriptions, and/ or exhibits created by negotiations between the City and the property owner during property acquisition.
9. No construction related services, including the following services:
 - Provide construction management reviews
 - Provide on-site inspection
 - Provide materials testing
 - Review shop drawings
 - Review RFI's, change orders, pay applications, etc.
 - Final inspection and letter of acceptance
 - Preparation of record drawings

City Responsibilities

1. Provide list of property owner names and addresses of affected tracts. The Consultant will use the information for sending letters to each of the property owners along the project corridor to inform them that surveyors will need to have access to their property for the purpose of obtaining property line and topographic information.
2. Provide the Consultant with copies of all plats adjacent to the project in *.tif format or hard copy as available.
3. Provide the Consultant with copies of all drainage and infrastructure plans, reports, studies, etc. along the project area.
4. Notify all property owners along the project and other interested parties of any public meetings.
5. Acquire all proposed right-of-way and easements, if required.
6. Obtain all necessary permits from the State or Federal agencies.




 Project Improvement Area



CITY OF BELTON, MISSOURI
 Hargis Garden Drainage Improvement
 Overall Project Map
 June 2021



0 150 300 Feet





Proj.: Hargis Garden Design Improvements
 By: CDLoughman
 Date: June 7, 2021
 Client: City of Leavenworth
 Notes: Design Services

**EXHIBIT C
 FEE ESTIMATE WORKSHEET**

Fee Reviewed by
 JCKlaudt
 Date:
 06/07/21

TASK I.D.	WORK TASK DESCRIPTION	ESTIMATED MANHOURS								TOTAL HOURS	LABOR EFFORT	EXPENSE EFFORT	TOTAL FEE
		TASK CODE WCI CLASS	P7 QA/QC Manager	P6 Structural Engineer	P5 Project Manager	P3 Project Engineer	PD3 CADD Designer	FS6 Survey Manager	FS5 Survey Crew Chief				
TASK 01 - DATA COLLECTION AND FIELD SURVEY													
1.1	Field Survey			6		80	16	160	160	422.00	\$ 45,082.00	\$ 19,667.00	\$ 64,749.00
	Subtotal	0	0	6	0	80	16	160	160	422.00	\$ 45,082.00	\$ 19,667.00	\$ 64,749.00
TASK 02 - GEOTECHNICAL INVESTIGATION													
2.1	Geotechnical Investigation	2		6			1	4	4	17.00	\$ 2,330.00	\$ 15,000.00	\$ 17,330.00
	Subtotal	2	0	6	0	0	1	4	4	17.00	\$ 2,330.00	\$ 15,000.00	\$ 17,330.00
TASK 03 - PRELIMINARY PLANS													
3.1	Update Hydraulic Analysis			12	60					72.00	\$ 8,904.00	\$ -	\$ 8,904.00
3.2	Develop Typical Sections			4	24					28.00	\$ 3,428.00	\$ -	\$ 3,428.00
3.3	Develop Detention Pond Design	2		40	100					142.00	\$ 18,660.00	\$ -	\$ 18,660.00
3.4	Develop Roadway / Detention / Storm Sewer Corridors	3		40	120					163.00	\$ 21,200.00	\$ -	\$ 21,200.00
3.5	Develop Sanitary Sewer Design	2		20	40					62.00	\$ 8,420.00	\$ -	\$ 8,420.00
3.6	Develop Utility Relocation Concept	1		4	20					25.00	\$ 3,208.00	\$ -	\$ 3,208.00
3.7	Develop Water Quality Concept	1		4	20					25.00	\$ 3,208.00	\$ -	\$ 3,208.00
3.8	Prepare Preliminary Plans	2		32	240	160				434.00	\$ 48,784.00	\$ -	\$ 48,784.00
3.9	Prepare Construction Cost Estimate	2		8	32	20				62.00	\$ 7,416.00	\$ -	\$ 7,416.00
	Subtotal	13	0	164	656	180	0	0	0	1,013.00	\$ 123,228.00	\$ -	\$ 123,228.00
PHASE 04 - FINAL PLANS AND EASEMENT DOCUMENTS													
4.1	Prepare Final Design Calculations		80	12						92.00	\$ 2,004.00	\$ -	\$ 2,004.00
4.2	Revise Preliminary Plans Based on City Comments	1		40	160	80				281.00	\$ 33,000.00	\$ -	\$ 33,000.00
4.3	Identify Easement Legal Descriptions and Exhibits	1		2	24	24	16			43.00	\$ 5,358.00	\$ -	\$ 5,358.00
4.4	Develop Erosion Control Plans			4	16	40				60.00	\$ 6,348.00	\$ -	\$ 6,348.00
4.5	Develop Sidewalk and Ramps Details			12	40	40				92.00	\$ 10,444.00	\$ -	\$ 10,444.00
4.6	Develop Traffic Control Plans	1		6	32					39.00	\$ 4,922.00	\$ -	\$ 4,922.00
4.7	Develop Cross Sections			8	32	100				140.00	\$ 14,616.00	\$ -	\$ 14,616.00
4.8	Prepare Final Plans	1		40	160	100				301.00	\$ 34,920.00	\$ -	\$ 34,920.00
4.9	Develop Environmental Permit Documents	1		20	60					81.00	\$ 10,480.00	\$ -	\$ 10,480.00
4.10	Develop Project Manual	4		40	32					76.00	\$ 11,320.00	\$ -	\$ 11,320.00
4.11	Revise Construction Cost Estimate Based on City Comments	1		2	32	12				47.00	\$ 5,406.00	\$ -	\$ 5,406.00
	Subtotal	10	80	186	564	396	16	0	0	1,252.00	\$ 138,818.00	\$ -	\$ 138,818.00
PHASE 05 - CONSTRUCTION DOCUMENTS													
5.1	Revise Final Plans Based on City Comments		8	20	100	32				160.00	\$ 17,912.00	\$ -	\$ 17,912.00
5.2	Revise Project Manual Based on City Comments	2		16	8					26.00	\$ 4,072.00	\$ -	\$ 4,072.00
5.3	Revise Construction Cost Estimate Based on City Comments			2	16					18.00	\$ 2,174.00	\$ -	\$ 2,174.00
5.4	Submit Construction Documents			1						1.00	\$ 167.00	\$ -	\$ 167.00
	Subtotal	2	8	39	124	32	0	0	0	205.00	\$ 24,325.00	\$ -	\$ 24,325.00
PHASE 06 - UTILITY COORDINATION													
6.1	Develop Utility Location Report			2	4					6.00	\$ 794.00	\$ -	\$ 794.00
6.2	Coordinate Utility Preliminary Plan Review			4	12					16.00	\$ 2,048.00	\$ -	\$ 2,048.00
6.3	Coordinate Utility Final Plan Review			8	12					20.00	\$ 2,716.00	\$ -	\$ 2,716.00
	Subtotal	0	0	14	28	0	0	0	0	42.00	\$ 5,558.00	\$ -	\$ 5,558.00
PHASE 07 - PROJECT MEETINGS													
7.1	Attend Project Kick-Off Meeting	2		2	2					6.00	\$ 1,044.00	\$ 32.00	\$ 1,076.00
7.2	Attend Review Meetings (2)	4		4	4					12.00	\$ 2,088.00	\$ 64.00	\$ 2,152.00
7.3	Attend Project Progress Meetings (3)			8	8					16.00	\$ 2,256.00	\$ 96.00	\$ 2,352.00
7.4	Attend Utility Meeting			2	2					4.00	\$ 564.00	\$ 32.00	\$ 596.00
7.5	Attend Public Meeting			4	4					8.00	\$ 1,128.00	\$ 32.00	\$ 1,160.00
	Subtotal	6	0	20	20	0	0	0	0	46.00	\$ 7,080.00	\$ 256.00	\$ 7,336.00
PHASE 08 - PROJECT MANAGEMENT and QUALITY CONTROL													
8.1	Prepare Project Work Plan	1		8	4					13.00	\$ 2,036.00	\$ -	\$ 2,036.00
8.2	Project Management and Coordination			40	8					48.00	\$ 7,600.00	\$ -	\$ 7,600.00
8.3	Quality Control Reviews	12		48						60.00	\$ 10,896.00	\$ -	\$ 10,896.00
	Subtotal	13	0	96	12	0	0	0	0	121.00	\$ 20,532.00	\$ -	\$ 20,532.00
TOTALS		46	88	531	1404	688	33	164	164	3,118.00	\$ 366,953.00	\$ 34,923.00	\$ 401,876.00

SECTION VIII

E

R2021-54

A RESOLUTION OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING A CONTRACT FOR SERVICES WITH KISSICK CONSTRUCTION COMPANY, INC., THE LOWEST AND BEST BIDDER, FOR THE COMBINATION PROJECT FOR HARGIS LAKE SANITARY SEWER, STORM SEWER, AND WATER LINE RELOCATION IN THE AMOUNT OF \$5,219,285.00.

WHEREAS, the City of Belton’s Stormwater Master Plan completed in December 2012 identified 30 stormwater projects throughout the City including 7 Priority 1 projects. In April 2019, Belton citizens voted and approved Proposition R & S Bonds to help fund the completion of these projects. The Combination Project for Hargis Lake Stormwater, Sanitary Sewer, and Water Line Relocation is a Priority 1 project that focuses on residential complaints regarding stormwater flooding and sanitary sewer backups in the Hargis Gardens West subdivision area; and

WHEREAS, the City advertised a Request for Proposals for the Combination Project for Hargis Lake Sanitary Sewer, Storm Sewer, and Water Line Relocation (RFP 21-010, 21-011; 21-012) on May 13, 2021 and received two proposals on June 11, 2021: Kissick Construction Company, Inc. - \$5,219,285.00 and VF Anderson Builders, LLC - \$4,516,703.00. Based upon reference responses and previous experience on City of Belton projects, Staff recommends awarding the Contract for Services for the Combination Project for Hargis Lake Sanitary Sewer, Storm Sewer, and Water Line Relocation to Kissick Construction Company, Inc. considered the most responsive, low and best bid; and

WHEREAS, the City Council believes that approving the Contract for Services for the Combination Project for Hargis Lake Sanitary Sewer, Storm Sewer, and Water Line Relocation with Kissick Construction Company will improve sanitary sewer, storm sewer, and water lines for Belton citizens.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI, AS FOLLOWS:

SECTION 1. That this resolution authorizing and approving the Contract for Services for the Combination Project for Hargis Lake Sanitary Sewer, Storm Sewer, and Water Line Relocation with Kissick Construction Company, Inc., attached as **Exhibit A**, in the amount of \$5,219,285.00 is hereby approved for purposes described above.

SECTION 2. This resolution shall take effect and be in full force from and after its passage and approval.

Duly read and passed this _____ day of _____, 2021.

Mayor Norman K. Larkey, Sr.

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

STATE OF MISSOURI)
CITY OF BELTON) SS
COUNTY OF CASS)

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing Resolution was introduced at a meeting of the City Council held on the ____ day of _____, 2021, and adopted at a meeting of the City Council held on the ____ day of _____, 2021 by the following vote, to-wit:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: June 22, 2021

DIVISION: Public Works/Engineering

COUNCIL: **Regular Meeting** **Work Session** **Special Session**

<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input checked="" type="checkbox"/> Consent Item	<input type="checkbox"/> Change Order	<input type="checkbox"/> Motion
<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> FYI/Update	<input type="checkbox"/> Presentation	<input type="checkbox"/> Both Readings

ISSUE/RECOMMENDATION:

The City of Belton’s Stormwater Master Plan completed in December 2012 identified 30 stormwater projects throughout the City including 7 Priority 1 projects. In April 2019, Belton citizens voted and approved Proposition R & S Bonds to help fund the completion of these projects. The Combination Project for Hargis Lake Stormwater, Sanitary Sewer, and Water Line Relocation is a Priority 1 project that focuses on residential complaints regarding stormwater flooding and sanitary sewer backups in the Hargis Gardens West subdivision area. Staff’s engineering estimate for this project was \$5,400,000.00

The City advertised a Request for Proposals on May 13, 2021 and received two proposals on June 11, 2021. Proposals were opened publicly and read aloud. City Staff reviewed the proposals and contacted the references provided by the contractors.

- Kissick Construction Company, Inc. – \$5,219,285.00
- VF Anderson Builders, LLC – \$4,516,703.00

The City of Belton has worked with both VF Anderson and Kissick on prior projects. Typically, a project will have 2-3 change orders that amount to less than 2% of the project’s original cost. The project with VF Anderson ended with 16 change orders amounting to 9% of the original cost. The project that Kissick completed for the City finished under budget. The Hargis Lake project is a high-profile project for the City of Belton and impacts residents that are currently in a lawsuit with the City. References for VF Anderson have indicated a lack of quality in public relations, erosion control installation and maintenance, and testing. These are critical components of this project. Throughout the duration of the project, the selected contractor will need to work in multiple residents’ yards and often in close proximity to their houses. Proper erosion control is also an important part of this project. Previously, the City has had to dredge Hargis Lake due to inadequate erosion control; this is a expense that Staff would like to avoid with this project. Lastly, references have indicated difficulties in getting VF Anderson to maintain proper erosion control, as well as test the water lines they install. This is a matter of public health that should not be overlooked. In comparison, City staff also called Kissick’s references and received nothing but praise for the company highlighting their good public relations and easiness to work with. Staff always looks to the lowest bid, but takes the lowest and best bid, which in this case is Kissick.

Based upon reference responses and previous experience on City of Belton projects, Staff recommends awarding the Agreement for the Combination Project for Hargis Lake Sanitary Sewer, Storm Sewer, and Water Line Relocation to Kissick Construction Company, Inc. in the amount of \$5,219,285.00.

IMPACT/ANALYSIS:

I:\Agenda Items\2021\062221\RS\7. PW-Hargis Lake Combo Project Award-Res-CA\2. Hargis Lake Combination Project Award-Kissick Council Info Form RS 06.22.2021.docx

FINANCIAL IMPACT

Contractor:		Kissick Construction Company, Inc.
Amount of Request/Contract:	\$	5,219,285.00
Amount Budgeted:	\$	9,673,329.00
Funding Source:		451-0000-495-7117

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution of the City of Belton, Missouri authorizing and approving a Contract for Services with Kissick Construction Company, Inc., the lowest and best bidder, for the Combination Project for Hargis Lake Sanitary Sewer, Storm Sewer, and Water Line Relocation in the amount of \$5,219,285.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution
Exhibit A – Agreement



**CITY OF BELTON
CONTRACT FOR SERVICES**

**Combination Project for Hargis Lake
Sanitary Sewer, Stormwater Sewer, and Water Line Relocation**

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this _____, 2021 between KISSICK CONSTRUCTION, an entity organized and existing under the laws of the State of KANSAS, with its principal office located at 8131 Indiana Kansas City, MO 64132, hereafter referred to as the **Contractor**, and The City of Belton, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 506 Main Street, Belton, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations, or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors, and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal, they will be resolved in accordance with the terms of this contract.

This contract is effective as of _____ and coincidental with the Mayor's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

**ARTICLE I
THE WORK**

Contractor agrees to perform all work and provide all deliverables as specified in Request for Proposal 21-010, 21-011, 21-012 and the General Terms and Conditions in Appendix B commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. The selected Contractor will complete work based upon individual task agreements. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms, and conditions as set forth within the proposal documents including bonding, insurance, prevailing wage

requirements, and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

**ARTICLE II
TIME OF COMMENCEMENT AND COMPLETION**

The work shall be completed by November 18, 2022. Liquidated damages will commence on November 19, 2021. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

**ARTICLE III
CONTRACT SUM AND PAYMENT**

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$ 5,219,285.00.

The City agrees to pay the Contractor as outlined in the Contract Documents and subject to deductions provided for in Articles IV and VI.

**ARTICLE IV
CONTRACT PAYMENT**

The City agrees to pay the Contractor for the completed work as follows: 95% of contract shall be paid within thirty (30) days of substantial completion of each section of this proposal – inspection and remediation, walk-through and acceptance by the City; a 5% retainage will be held until acceptance of the project at which time final payment will be made. Any monies not paid to the Contractor when due will bear interest at the rate of one and one-half percent (1 -1/2 %) per month, from the date such payment is due. However, if any portion of the work remains to be completed or corrected at the time payment is due, the City may retain sufficient funds to cover the City Engineer's estimated value of the work not completed or twenty percent (20%) of the contract amount, whichever is greater, exempt from interest, to be paid when such listed items are corrected or completed.

The City will be the sole judge as to the sufficiency of the work performed.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

equipment or materials or personnel employed or utilized by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B. Third party payment agreements will not be accepted by the City.

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section XII shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

ARTICLE V INSURANCE REQUIREMENTS

Insurance shall be provided as outlined in Appendix B: General Terms and Conditions to the Contract.

ARTICLE VI DAMAGES/DELAYS/DEFECTS

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

Contractor and/or their sureties will be liable to the City for any cost for labor, tool, materials, equipment, services, delays, or claims incurred by the City to finish the work.

Contractor will store, contain, or remove all debris, materials, tools, equipment and vehicles at the end of each day so that no hazardous or dangerous situations are created within the work location and surrounding area.

Contractor will promptly and within 7 days of receiving notice thereof repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired within 7 days of receiving notice thereof, the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs within 10 days of completion of the repairs.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

If the Contractor shall fail to complete the work within the contract time, or an extension of time granted by the City, the Contractor will pay to the City the amount for liquidated damages as specified in the schedule below for each calendar day that the Contractor shall be in default after the time stipulated in this contract document. The amount specified in the schedule is agreed upon, not as a penalty, but as liquidated damages for the loss to the City of Belton and the public of the use of the facility as designated. This amount will be deducted from any money due to the Contractor. The Contractor and Contractor’s surety will be liable for all liquidated damages.

SCHEDULE OF LIQUIDATED DAMAGES		
Original Contract Amount		Charge Per Calendar Day (\$)
From More Than (\$)	To and Including (\$)	
0	50,000	150
50,001	100,000	250
100,001	500,000	500
500,001	1,000,000	1,000
1,000,001	2,000,000	1,500
2,000,001	5,000,000	2,000
5,000,001	10,000,000	2,500
10,000,001	And above	3,000

**ARTICLE VII
RESPONSIBILITIES**

The City shall provide all information or services under their control with reasonable promptness and designate the Public Works Director, or their designee (in writing) to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor’s responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified.

All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site will meet the minimum requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution). All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed and shall be responsible for his employees. Contractor will also supervise and direct the work performed by sub-contractors and their employees and be responsible for the work performed by sub-contractors hired by the contractor.

Contractor agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any sub-contractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure sub-contractors and their employees comply with all applicable laws and regulations aforementioned.

Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 27). The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, certified facsimile or e-mail. If the Contractor fails to correct any default after notification of such default,

the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or e-mail.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

ARTICLE IX ARBITRATION

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third-party attorney in good standing and licensed to practice law in Missouri to arbitrate the issue. Resolution of the issue will be binding upon both parties.

ARTICLE X WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed for a period of two (2) years from the date of substantial completion. Contractor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with bid specifications.

ARTICLE XI REQUIRED SAFETY TRAINING

- A. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.
- B. All on-site employees of a contractor or subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project and their employers will be subject to penalties as described in the Act.
- C. Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE TO PROVIDE SAFETY TRAINING

- A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section XI above.
- B. The penalty described in Subsection “A” of this Section shall not begin to accrue until the time periods described in Sections XI “B” and “C” above have elapsed.
- C. Violations of Section XI above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
 - * providing documentation affirming the bidder’s enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

**ARTICLE XIV
ENTIRE AGREEMENT**

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Contractor agrees that it has not relied upon any representations of Contractor as to prospective performance of the goods but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement with the City of Belton the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

SEAL)

THE CITY OF BELTON, MISSOURI

By: _____
Norman K. Larkey, Sr., Mayor

Attest: _____
Andrea Cunningham, City Clerk

SEAL)



CONTRACTOR'S NAME

By: 

Title: VICE PRESIDENT

Attest: 

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

**Combination Project for Hargis Lake
Sanitary Sewer, Stormwater Sewer, and
Water Line Relocation**

A mandatory Pre-Bid Meeting will be held on May 24, 2021 at 10:00 a.m., local time, and May 25, 2021 at 10:00 a.m., local time, at the Belton City Hall Annex in the Council Chambers. All bidders must attend one meeting. Bids will only be accepted from those who are represented at one of the Pre-Bid Meetings.

ANTICIPATED SCOPE OF SERVICES:

The project consists of building a box culvert and stormwater collection system, replacing a sanitary sewer, and relocating water lines. It will also require restoration of all the disturbed areas.

SPECIFICATIONS THAT APPLY

1. Project Special Specifications
2. City of Belton Design and Construction Manual
3. KC Metro APWA Standards and Specifications
4. MoDOT Standards and Specifications

METHODS AND PAYMENTS

Measurement and Payment 21-010

Item 1- Mobilization – Payment for mobilization shall be paid for at the unit price set forth in the Bid Schedule per lump sum in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for all labor, equipment, and materials necessary, including but not limited to, compensation for the deployment of laborers and equipment to the site, site preparation, final site clean-up, and demobilization.

Item 2 – Clearing and Grubbing – Payment for clearing and grubbing shall be paid for at the unit price set forth in the Bid Schedule per lump sum in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for

any tree removal and grubbing, all labor, equipment, materials, haul-off and transportation, disposal fees, and all other work incidental to the complete performance of this item and as specified herein.

Item 3 – Traffic Control – Payment for traffic control shall be paid for at the unit price set forth in the Bid Schedule per lump sum in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for all labor, equipment and materials necessary to complete installation and maintenance of the traffic control measures to protect both vehicle and pedestrian traffic throughout the life of the project and any incidentals necessary to complete the work as shown in the plans and specifications. The Contractor is required to comply with the latest version of the MUTCD and City regulations and restrictions.

Item 4 – Erosion Control – Payment for erosion control shall be paid for at the unit price set forth in the Bid Schedule per lump sum in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for all labor, equipment and materials necessary, including but not limited to, complete installation and maintenance of erosion control measures such as temporary construction entrances, rock check dams, silt fence, and provisions of the SWPPP throughout the life of the project and incidentals necessary to complete the work as shown in the plans and specifications. The Contractor shall be responsible for inspection, maintenance, and the weekly submission of erosion control reports on a weekly basis to the City.

Item 5 – Construction Staking – Payment for the construction staking shall be paid for at the unit price set forth in the Bid Schedule per lump sum in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for all labor, equipment necessary to complete the setting of construction stakes establishing lines, slopes, and centerline and benchmark (hubs) for sanitary sewer structure work and appurtenances. The Contractor shall establish all controls necessary to do the work.

Item 6 – Bypass Pumping – Payment for bypass pumping shall be paid for at the unit price set forth in the Bid Schedule per lump sum in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for all labor and equipment necessary to control flow and pump sanitary sewage around the work and segments of pipe being rehabilitated including the bypass pumping of sewage from main line pipe and service laterals including energy required for power equipment, temporary installation of bypass pipes under the pavement of cross streets as may be required for traffic and

notifications and coordination with affected property owners. The Contractor shall be responsible for maintaining dry and wet weather flows entirely for the duration to complete construction. The Contractor shall be responsible for any and all reporting and remediation of a sanitary sewer overflow for no separate payment. In the event this occurs, the Contractor shall immediately notify the City.

Item 7 – Removals – Payment for removals shall be paid for at the unit price set forth in the Bid Schedule per lump sum in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for all labor and equipment necessary to remove items called out in the contract documents including but not limited to existing manholes, sanitary sewer pipe, excavation of all earth encountered including rock, disposal of removed materials, removal of wood fencing, removal and disposal of existing concrete sidewalk, removal and disposal of existing pavement, removal and disposal of existing curb and gutter, removal and disposal of existing driveway, and all other work items incidental thereto.

Item 8 – Install 12” PVC (SDR26) Pipe – Payment for the PVC pipe shall be paid for at the unit price set forth in the Bid Schedule per linear foot for each size and class of pipe installed, in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of pipe actually installed. Pipe length shall be measured between structures and made to the inside face of the connecting structure as indicated on the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and equipment required in furnishing and installing the pipe complete as well as payment for all trench excavation of all earth encountered including rock, gravel bedding, dewatering, temporary connection, backfilling, compaction, and all other work items incidental thereto.

Item 9 – Install 12” HDPE (DR11) Jack and Bore – Payment for HDPE pipe jack and bore shall be paid for at the unit price set forth in the Bid Schedule per linear foot for each size and class of pipe installed by jack and bore in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of the pipe actually installed by pipe jack and bore. Pipe length shall be measured from inside face of the connection structure to excavation pit as indicated on the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and equipment required in furnishing and installing the pipe complete as well as payment for all pit excavation of all earth encountered including rock, spoil handling and proper disposal, dewatering, temporary connection, backfilling, compaction, and all other work items incidental thereto.

Item 10 – Install 10” PVC (SDR26) Pipe – Payment for the PVC pipe shall be paid for at the unit price set forth in the Bid Schedule per linear foot for each size and class of pipe installed in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of pipe actually installed. Pipe length shall be measured between structures and made to the inside face of the connecting structure as indicated on the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and equipment required in furnishing and installing the pipe complete as well as payment for all trench excavation of all earth encountered including rock, gravel bedding, dewatering, temporary connection, backfilling, compaction, and all other work items incidental thereto.

Item 11 – Install 8” PVC (SDR26) Pipe – Payment for the PVC pipe shall be paid for at the unit price set forth in the Bid Schedule per linear foot for each size and class of pipe installed, in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of pipe actually installed. Pipe length shall be measured between structures and made to the inside face of the connecting structure as indicated on the Contract Drawings. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and equipment required in furnishing and installing the pipe complete as well as payment for all trench excavation of all earth encountered including rock, shoring, gravel bedding, dewatering, temporary connection, backfilling, compaction, and all other work items incidental thereto.

Item 12 – Install 4” PVC Service Lateral Pipe – Payment for installing 4” PVC service lateral pipe shall be paid for at the unit price set forth in the Bid Schedule per linear feet in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of pipe actually installed. Pipe length shall be measured from connection at the main to the connection into existing service lateral pipe. The unit price set forth in the Bid Schedule shall include full compensation for all labor, tools, materials, and equipment required in furnishing and installing the pipe complete as well as payment for all excavation of all earth material including rock, pipe bedding, backfill, compaction, dewatering, shoring, testing, wye or tee, bends, and all other work items incidental thereto.

Item 13 – Install 4’ Diameter Standard Manhole – Payment for installing manholes shall be paid for at the unit price set forth in the Bid Schedule per each for each size of manhole installed in accordance with the plans and specifications. The unit price shall include new manhole foundation; water proofing manhole exterior as required; excavation of all earth encountered

including rock, Canusa, or approved equal external joint seals; manhole bench and invert construction; walls; integral flexible manhole pipe to wall gaskets; manhole top; existing lines as indicated on the plans; sheeting; shoring; dewatering; disposal of excavated material not used for backfill; backfilling; temporary facilities; final grading; compaction; testing; and any incidentals required for construction of the manhole.

Item 14 – Install 4’ Diameter Drop Manhole – Payment for installing drop manholes shall be paid for at the unit price set forth in the Bid Schedule per each for each size of manhole installed in accordance with the plans and specifications. The unit price shall include manhole foundation; water proofing manhole exterior as required; excavation of all earth encountered including rock, Canusa, or approved equal external joint seals; manhole bench and invert construction; walls; integral flexible manhole pipe to wall gaskets; manhole top; existing lines as indicated on the plans; drop pipe and fittings; sheeting; shoring; dewatering; disposal of excavated material not used for backfill; backfilling; temporary facilities; final grading; compaction; testing; and any incidentals required for construction of the manhole.

Item 15 – Install Double Sweep Cleanout – Payment for double sweep cleanouts shall be paid for at the unit price set forth in the Bid Schedule per each in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation for all labor, materials, and equipment required in installing the inline double sweep cleanouts as well as payment for excavation of all earth encountered including rock, dewatering, cleanout assembly, concrete slab, cast iron cover, connection to existing lateral, backfilling, compaction, and all other work items incidental thereto.

Item 16 – Concrete Encasement (8” Pipe) – Payment for the Concrete Encasement shall be paid for at the unit price set forth in the Bid Schedule per linear foot for designated pipe size in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of encasement actually installed. The unit price set forth in the Bid Schedule shall include full compensation for all labor, materials, and equipment required in furnishing and installing the encasement complete, rebar as well as payment for all trench excavation of all earth encountered including rock gravel bedding, dewatering, backfilling, compaction, and all other work items incidental thereto.

Item 17 – Concrete Encasement (4” Service Lateral) – Payment for the Concrete Encasement shall be paid for at the unit price set forth in the Bid Schedule per linear foot for designated pipe size in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of encasement actually installed. The unit price set forth in the Bid Schedule

shall include full compensation for all labor, materials, and equipment required in furnishing and installing the encasement complete, rebar as well as payment for all trench excavation of all earth encountered including rock; gravel bedding, dewatering, backfilling, compaction, and all other work items incidental thereto.

Item 18 – Concrete Sidewalk Repair/Replacement – Payment for concrete sidewalk replacement shall be paid for at the unit price set forth in the Bid Schedule per square foot in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for all labor, equipment and materials necessary including but not limited to rebar, concrete necessary for replacing sidewalk, and all other work items incidental thereto as required by the Contract Documents.

Item 19 – Asphalt Replacement – Payment for asphalt replacement shall be paid for at the unit price set forth in the Bid Schedule per square foot in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation for all labor, materials, and equipment required for asphalt replacement including but not limited to asphalt, aggregate base, and all other work items incidental thereto as required by the Contract Documents.

Item 20 – Install 6' Temporary Orange Construction Fencing – Payment for installation of 6' temporary orange construction fencing shall be paid for at the unit price set forth in the Bid Schedule per linear foot in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation for all labor, materials, and equipment required in installation of 6' temporary orange construction fencing and stakes per manufacturers recommendations and all other work items incidental thereto as required by the Contract Documents.

Item 21 – Remove, Salvage, and Replace Existing Chain Link Fence South of 200 N Hillcrest Rd – Payment for the removal, salvaging, and replacing chain link fence shall be paid for at the unit price set forth in the Bid Schedule per lump sum in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for all labor, equipment, and materials necessary to remove, salvage, and replace existing chain link fence and appurtenances necessary for construction and any incidentals to complete the work as shown in the plans and specifications.

Item 22 – Install Temporary Chain Link Fence – Payment for the temporary chain link fencings shall be paid for at the unit price set forth in the Bid Schedule per linear foot in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full

compensation to the Contractor for all labor, equipment, and materials necessary including but not limited to welding; grinding; excavation of all earth encountered including rock, materials, posts, connections, and any incidentals to complete the work as shown in the plans and specifications.

Item 23 – Remove and Replace Pavestone Retaining Wall – Payment for the removal and replacement of the pavestone retaining wall shall be paid for at the unit price set forth in the Bid Schedule per lump sum in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for all labor, equipment, and materials necessary to complete installation of the pavestone retaining wall including but not limited to excavation of all earth encountered, backfill, compaction, drainage aggregate, drain pipe, granular leveling pad, and any incidentals necessary to complete the work as shown in the plans and specifications.

Item 24 – Sod South of 200 N Hillcrest Rd– Payment for sod shall be paid for at the unit price set forth in the Bid Schedule per square yard in accordance with the plans and specifications. Measurement for payment shall be measured to the nearest one-tenth of a square yard. Areas that are disturbed that lie outside of the temporary construction limits as shown in the Contract Drawings will not be measured for payment and shall be restored with sod. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for all labor, equipment, and materials necessary to complete installation of the sod including but not limited to soil preparation, fertilizer, sod, staking, watering, maintenance including replacement of sod that fails to survive within the maintenance period, and all other work incidental to complete the work as shown in the plans and specifications.

Measurement and Payment RFP 21-011

Any costs involved in reducing the moisture content in soils will be at the expense of the Contractor. Borrow material to enable placement of the embankment shall be obtained by the Contractor from an off-site source at the Contractor's expense.

Item 1 - Mobilization

Payment shall be at the lump sum bid price as shown in the Proposal. It shall consist of preparatory work, including movement of personnel and equipment to the project. Progress payments will be based on the percentage of work completed as estimated by the Contractor and verified by the Engineer.

Item 2 – Clearing & Grubbing

Payment will be made at the lump sum bid price as shown in the Proposal. It shall consist of all labor, equipment, excavation, disposing of, and incidentals necessary to complete the work. This includes stripping and removing existing sod, trees, shrubs, and other landscaping materials in conflict with the proposed construction or otherwise noted on the Plans. Progress payments will be based on the percentage of work completed as estimated by the Contractor and verified by the Engineer.

Item 3 – Demolition and Removal

Payment will be made at the lump sum bid price as shown in the Proposal. Payment is full compensation for the work specified and shall include the removal of subsurface structures such as all existing drainage structures, riprap, head walls, pipe, inlets, manholes, retaining walls, conduits, foundations, cables, and other obstructions that are encountered during construction. This item shall include any items which may not be specifically listed in the Plans but are in conflict with the new construction and that would normally be encountered upon a careful examination of the site of the work. This includes repair, plugging, or removal of existing pipe after removal of structures. The work shall also include removal and wasting of surface structures such as concrete curb, pavement of all types, sidewalk, signs and markers, fencing, and abandoned utilities as directed by the Engineer. Excluded are utilities currently in service and structures for which other provisions are made for removal. Progress payments will be based on the percentage of work completed as estimated by the Contractor and verified by the Engineer.

Item 4 - Maintenance of Traffic

Payment will be made at the lump sum bid price as shown in the Proposal. Payment shall include all labor, material, equipment, and appurtenant work required to provide, erect, and maintain the traffic control devices throughout construction in accordance with the Plans and Specifications. Progress payments will be based on the percentage of work completed as estimated by the Contractor and verified by the Engineer.

Item 5 – Grading

Final measurement will not be made unless changes to the bid quantity are authorized. Grading on the project shall include all excavation, backfill, compaction and other grading work not subsidiary to other items in the bid. This shall include excavation for the overflow swales, RCB, or other improvements, where needed, and disposal of soils offsite or placement of fill in other areas of the project site. Soil excavated on the project and that meets the definition of Suitable Soil Material in Section 2100 may be utilized as compacted fill on the site. Import material

required for construction of all items in the bid including retaining walls, culverts, pipes, footings, and other items shall be subsidiary to those items. Contractor shall coordinate other items including storm sewer installation, erosion control, construction of the various aspects of the Work, and other items with all grading activity. All areas shall be filled or cut to the finish grade indicated in the Plans. On-site soil used in fill areas shall meet the definition of suitable soil material. In-situ soil may need moisture conditioning prior to compaction of earthwork. All fill shall be compacted to 95% of Standard Maximum Dry Density except topsoil in areas to be planted. Topsoil stockpiling, topsoil placement, and other grading operations shall comply with all City standard requirements. Payment for grading shall be based on the lump sum unit price as shown in the Proposal. Progress payments will be based on the percentage of the work completed as estimated by the Contractor and verified by the Engineer or authorized representative. Said price shall include all costs necessary to complete the work as identified in this paragraph.

Item 6 – Preconstruction Survey

Final measurement will not be made unless changes to the bid quantity are authorized. This item shall include conducting Preconstruction Surveys of structures in accordance with the Special Conditions and other requirements. This includes providing copies of the surveys and supporting documentation to the Owner. Payment for Preconstruction Survey shall be made at the unit price as shown in the Proposal per Preconstruction Survey completed delivered, and payment shall be for the full compensation for furnishing all labor, materials, and appurtenant work.

Item 7 – Bathymetric Survey

Payment will be made at the lump sum bid price as shown in the Proposal. Said price shall include all costs and work necessary to complete a survey of the lake pool area prior to construction to determine water depth to sediment and approximate depth of sediment throughout the lake in accordance with the Special Conditions and other requirements.

Item 8 – Construction Staking

Payment will be made at the lump sum bid price as shown in the Proposal. Payment shall include all staking, establishing vertical and horizontal control points, and property corner resetting. Resetting of any vertical and horizontal control monuments on property corners that are disturbed that are not shown on the plans are subsidiary to construction staking.

Items 9-10 – Large Tree Removals

Measurement will be made per each tree removed. Payment for Large Tree Removals shall be based on the unit price per each as shown in the Proposal per size of tree removed. All stumps

and other tree material shall be removed in accordance with the specifications. Said price shall include all costs necessary to complete the work including, but not limited to, furnishing all labor, materials, and appurtenant work as required by the drawings and specifications.

Item 11 – Curb & Gutter (All Types)

Final measurement will be based on the linear foot of the completed and installed item. Payment for Curb & Gutter shall be based on the unit price per linear foot as shown in the Proposal per the type of curb and gutter. Said price shall include all costs necessary to complete the work including, but not limited to, subgrade preparation, forming, reinforcing steel, placing, doweling, jointing, throat construction, deflector construction, weep holes, finishing, curing, and backfilling, as required by the drawings and specifications.

Items 12-13 – Valley Gutter and Concrete Flume

Final measurement will be based on the square yard of the completed and installed item. Payment for Valley Gutter and Concrete Flume shall be based on the unit price per square yard as shown in the Proposal. Valley Gutter and Concrete Flume shall include all materials, labor, equipment, and other incidentals necessary to provide and construct Concrete Flume and Valley Gutter in accordance with the plans and specifications. Reinforcement fabric, joint material, curing compounds, and other appurtenant work is considered subsidiary to the unit price of Valley Gutter and Concrete Flume. Measurement for Concrete Flume shall be by field measurement along the center line of the flume of completed and accepted work. Measurement for Valley Gutter shall be by field measurement from P.C. to P.C. across the street intersection.

Item 14 – Concrete Driveway (6")

Concrete Driveway shall be measured by the square yard of acceptable concrete driveway in place and shall include all required subgrade preparation, forming, pouring, curing compound, saw cutting, welded wire fabric, grading, and backfilling to provide a finished project as intended by the Contract Documents. Payment shall be at the contract unit price bid as shown in the Proposal for Concrete Driveway and shall be full compensation for furnishing and installing all materials and appurtenant work necessary to complete the work.

Items 15-16 – Street Cut Repair (All Types)

Measurement will be made for Street Cut Repair by the square yard of exposed surface. In the event that asphalt is not available or cannot be placed due to temperature limitations, the Contractor shall install a wedge at both ends of the street cut repair to transition the existing pavement and street cut repair leaving the surface 2 inches low; then once asphalt is available the Contractor shall pave the top lift of the street cut repair. The contractor shall post "Bump

Ahead” signs while under repair; payment for the signs will be subsidiary to the bid street cut repair bid item. Constructing and removing the asphalt or concrete wedge shall be subsidiary to the street cut repair. Payment will be made at the contract unit price as shown in the Proposal and is full compensation for the specified work.

Item 17 – Temporary Surfacing Material

Measurement will be made for Temporary Surfacing Material by the ton of completed and installed item as indicated on the plans and special conditions. Payment for “Temporary Surfacing Material” of specified type at the contract unit price bid is full compensation for the specified work. No payment will be made for temporary surfacing material placed that was not requested by the Engineer.

Item 18 – Mill and Overlay Asphalt Surface (2”)

Measurement will be made for Mill and Overlay Asphalt Surface by the square yard of completed work. Measurement will be based on the plan quantity regardless of the actual patched area unless the Contractor is specifically authorized by the Engineer to repair additional areas. Payment will be made at the contract unit price as shown in the Proposal and is full compensation for the specified work. This work shall include the cost of furnishing all labor, tools, equipment, materials, and the performance of all work necessary for completing this item as specified including but not limited to any tack coat deemed necessary by the Engineer to ensure adequate adhesion to the base course, and any temporary pavement marking deemed necessary by the Engineer.

Item 19 – Concrete Sidewalk (4”)

Final measurement will be based on the square foot of the completed and installed item. Payment for Concrete Sidewalk shall be based on the unit price per square foot as shown in the Proposal per thickness of the installed item. Said price shall include all costs necessary to complete the work including but not limited to placing, compacting, saw cutting, milling, doweling, jointing, curing, and sealing as required by the drawings and specifications.

Items 20-21 – Sidewalk Ramp & Landing and Detectable Warning Surface

Final measurement will be based on the square foot of the completed and installed item. Sidewalk Ramp will be measured by the square foot of final exposed area of the entire ramp including any detectable warning areas and landings. Detectable Warning Surface will be measured by the square foot of final exposed area; final exposed area shall be that area exposed after installation of detectable warning surfaces and backfill operations are complete. Payment for Sidewalk Ramp and Detectable Warning Surface shall be based on the unit price per square

foot as shown in the Proposal. Said price shall include all costs necessary to complete the work including but not limited to placing, compacting, saw cutting, milling, doweling, jointing, curing, and sealing as required by the drawings and specifications.

Item 22 – APWA Heavy Stone Riprap (3' Thick)

Measurement shall be by the square yard of acceptable riprap satisfactorily placed. This work shall consist of all materials, labor, equipment, and other incidentals necessary to construct riprap installations to the limits and depths as indicated in the plans. Filter fabric shall be placed under all non-grouted riprap and is subsidiary to the bid item. Payment shall be made at the Contract unit price as shown in the Proposal and shall be full compensation for furnishing all labor, materials, and appurtenant work.

Item 23 – KCMMB 4K Structural Concrete (Concrete Channel)

No measurement will be made of KCMMB 4K Structural Concrete. Payment for structural concrete shall be based on the unit price per cubic yard of field verified and installed concrete not exceeding dimensions and quantities indicated in the Plans unless directed by the Engineer or authorized representative as shown in the Proposal. Said price shall include all costs necessary to complete the work including but not limited to subgrade preparation, forming, reinforcing, placing, compacting, finishing, jointing, curing and sealing as required by the drawings and specifications.

Items 24-37 – Storm Sewer Pipes

No measurement will be made of storm sewer pipes; final payment will be based on plan quantities unless directed by the Engineer to modify the proposed length. Plan quantities were measured from center of structure to center of structure. Payment will be made at the contract unit bid price per linear foot for each pipe material, size, class, or gauge included in the Proposal which price shall include the cost of trenching, bedding, furnishing, and installation of pipe, joint materials, backfilling including granular base under pavement sections, compaction, surface grading, and all other items required to complete the installation of the storm sewer pipe as specified.

Items 38-39 – Reinforced Concrete Box Culvert

No measurement will be made of reinforced concrete box culvert; final payment will be based on plan quantities unless directed by the Engineer to modify the proposed length. Payment will be made at the contract unit bid price per linear foot included in the Proposal. Price shall include excavation (including rock if necessary), compaction, aggregate bedding (and foundation

stabilization if required), concrete, steel, and all materials and labor needed to construct the box culvert as specified.

Items 40-61 – Storm Sewer Structures and Concrete Collar

No measurement will be made of area inlets, curb inlets, grate inlets, combination inlets, junction boxes, and concrete collars. Payment will be made at the contract unit price bid per each as shown in the Proposal. Payment shall include the cost of furnishing all labor and installing, equipment, tools, materials, manhole rings, lids, steps and all other work and materials including aprons and temporary boarding/plugging of pipe ends as may be necessary to complete the work as specified.

Item 62 – Modify 6' Stormceptor

No measurement will be made of Stormceptor modifications. This work shall consist of all materials, labor, equipment, and other incidentals necessary to modify the existing structure to accommodate for connection of proposed pipes as indicated in the Plans. Payment shall be made at the contract unit price per each as shown in the Proposal and shall be for full compensation for furnishing all labor, materials, and appurtenant work.

Item 63 – Slurry Fill (Low Strength) (Abandon Storm Pipes)

Measurement shall be field measured for complete and accepted work. This work shall consist of all materials, labor, equipment, and other incidentals necessary to abandon pipe and fill with slurry, as indicated in the plans and specifications. Payment shall be made at the contract unit price as shown in the Proposal per cubic yard of slurry fill and shall be full compensation for furnishing all labor, equipment, materials, plugs, inspection ports, and appurtenant work.

Item 64 – Sanitary Sewer Manhole Adjustment

Measurement will be made per each adjusted sanitary sewer manhole. Payment for Sanitary Sewer Manhole Adjustment shall be based on the unit price per each as shown in the Proposal. Said price shall include all costs necessary to complete the work including but not limited to furnishing all labor, materials, and appurtenant work as required by the drawings and specifications.

Items 65-66 – Sanitary Sewer Pipes

Sanitary sewer pipe will be measured per linear foot of the specified type and size of pipe installed. Payment shall be made at the contract unit price per each as shown in the Proposal and is full compensation for the specified work including excavation (including rock if necessary), bedding, backfill, and all furnishings and materials and fittings necessary to complete the work.

Items 67-68 – Sanitary Sewer Concrete Encasement

Sanitary sewer concrete encasement shall be measured by the lineal foot of acceptable encasement installed and shall include all excavation (including rock if necessary) backfilling and grading to provide a complete product as intended in the Contract Documents. Payment will be made at the contract unit price as shown in the Proposal per linear foot as shown in the proposal and shall be full compensation for excavation, backfill, pipe, concrete, reinforcing steel, and all incidentals necessary to complete the item.

Items 69-74 – Fence Replacement (All Types)

Measured quantities will be used for the final payment of Fence Replacement. Payment will be made at the contract unit bid price per linear foot as shown in the Proposal. Payment shall include all labor, material, equipment, tools, removal of existing fence (including gates), haul off, performance of all work necessary for completing the process of furnishing, and installing new fence (including gates) as specified and shown on the plans for the project.

Items 75-77 – Pavement Marking (Permanent Striping)

Final measurement will not be made unless changes to the bid quantity are authorized. Payment for Pavement Marking (Permanent Striping) shall be based on the unit price per linear foot as shown in the Proposal per width and type of stripe. Skip stripe payment shall be based on the linear footage of the applied stripe; gaps will not be measured. Payment for double yellow centerline shall be based on the linear footage of each stripe. Said price shall include all costs necessary to complete the work as required by the drawings and specifications.

Item 78 – Sod

Measurement for sodding shall be based on actual quantities per square yard of acceptable sodding installed at the unit price shown in the Proposal. Payment for the unit price shall include full compensation for all labor, materials (including topsoil), watering, and equipment needed to complete the work. Any sodding needed to restore areas outside the project easements shall be provided at the Contractor's expense.

Items 79-80 – Temporary Fencing (All Types)

Measured quantities will be used for the final payment of Fence Replacement. Payment will be made at the contract unit bid price per linear foot as shown in the Proposal. Payment shall include all labor, material, equipment, tools, and performance of all work necessary for completing the

process of furnishing and installing temporary fencing as specified and shown on the plans for the project.

Items 81-85 – Erosion & Sediment Control Devices (All Types)

Final measurement will be based on counting the number, measuring the linear footage, or measuring the area of the completed and installed item. Payment for erosion control devices shall be based on the unit price as shown in the Proposal per lump sum for sandbag ditch check, per each for inlet protection, per square yard for temporary construction entrance, and per linear foot for straw wattles and turbidity curtains. Said price shall include all costs necessary to complete and maintain the work including but not limited to the repair, maintenance, and removal of installed devices as well as the removal of sediment during the Project.

Measurement and Payment 21-012

Items 1- Mobilization – Payment for mobilization shall be paid for at the unit price set forth in the Bid Schedule per lump sum in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for all labor, equipment, and materials necessary including but not limited to: compensation for the deployment of laborers and equipment to the site, site preparation, existing pavement protection, final site clean-up, and demobilization.

Item 2 – Removal of Improvements - Payment for removals shall be paid for at the unit price set forth in the Bid Schedule per lump sum in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for all labor and equipment necessary to remove items called out in the contract documents including but not limited to existing valves, existing water pipe, excavation of earth encountered including rock, disposal of removed materials, removal and disposal of existing concrete sidewalk, removal and disposal of existing pavement, removal and disposal of existing curb and gutter, removal and disposal of existing driveway, and all other work items incidental thereto.

Item 3 – Service Connections – Payment for service lines connections shall be paid for at the unit price set forth in the Bid Schedule per each in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for any removal, all labor, equipment, materials, and all other work incidental to the complete performance of this item and as specified herein.

Item 4 – Water Service Lines (3/4" K Copper) – Payment for the 3/4" K Copper Water Service Line shall be paid for at the unit price set forth in the Bid Schedule per linear foot in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of pipe actually installed. Pipe length shall be measured between the points of connection with other pipe and water meter. The unit price set forth in the Bid Schedule shall include full compensation for all labor, materials and equipment required in furnishing and installing the

service line complete, as well as payment for all trench excavation of all earth encountered including rock; gravel bedding, dewatering, temporary connections, backfilling, compaction, and all other work items incidental thereto.

Item 5 – Meter Installation – Payment for Water Meter Installation shall be in accordance with the unit price per each as set forth in the Bid Schedule. The unit price shall include removal and relocation of the meter; any water line installed, fittings and appurtenances such as tees, sleeves, bends, plugs, and so forth; and excavation of all earth encountered including rock, pipe bedding, and backfill needed to complete the relocation of the meter. The unit price shall include full compensation for all equipment, labor, materials, and all other work incidental to the complete installation of this item and as specified herein.

Item 6 – Install 4" PVC AWWA C900, DR-13 – Payment for the 4" PVC pipe shall be paid for at the unit price set forth in the Bid Schedule per linear foot for each size and class of pipe installed in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of pipe actually installed. Pipe length shall be measured between the points of connection with another pipe. The unit price set forth in the Bid Schedule shall include full compensation for all labor, materials and equipment required in furnishing and installing the pipe complete, as well as payment for all trench excavation of all earth encountered including rock; gravel bedding, dewatering, temporary connections, backfilling, compaction, and all other work items incidental thereto.

Item 7 – Install 6" PVC AWWA C900, DR-14 – Payment for the 6" PVC pipe shall be paid for at the unit price set forth in the Bid Schedule per linear foot for each size and class of pipe installed in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of pipe actually installed. Pipe length shall be measured between the points of connection with other pipe. The unit price set forth in the Bid Schedule shall include full compensation for all labor, materials and equipment required in furnishing and installing the pipe complete, as well as payment for all trench excavation of all earth encountered including rock; gravel bedding, dewatering, temporary connections, backfilling, compaction, and all other work items incidental thereto.

Item 8 – Install 8" PVC AWWA C900, DR-14 – Payment for the 8" PVC pipe shall be paid for at the unit price set forth in the Bid Schedule per linear foot for each size and class of pipe installed in accordance with the plans and specifications. Measurement for payment shall be based on the horizontal length of pipe actually installed. Pipe length shall be measured between the points of connection with other pipe. The unit price set forth in the Bid Schedule shall include full compensation for all labor, materials and equipment required in furnishing and installing the pipe complete, as well as payment for all trench excavation of all earth encountered including rock; gravel bedding, dewatering, temporary connections, backfilling, compaction, and all other work items incidental thereto.

Item 9 – Install 8"x 8" Tee W/Thrust Block – Payment for installation of 8"x 8" Tee W/ Thrust Block shall be paid for at the unit price set forth in the Bid Schedule per each in accordance with

the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for any excavation of all earth encountered including rock, all labor, equipment, materials, and all other work incidental to the complete performance of this item and as specified herein.

Item 10 – Install 8” Gate Valve – Payment for installation of 8” Gate Valve shall be paid for at the unit price set forth in the Bid Schedule per each in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for any excavation of all earth encountered including rock, all labor, equipment, materials, all other work incidental to the complete performance of this item and as specified herein.

Item 11 – Install 8” Solid Sleeve – Payment for installation of 8” Solid Sleeve shall be paid for at the unit price set forth in the Bid Schedule per each in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for any excavation of earth encountered including rock, all labor, equipment, materials, and all other work incidental to the complete performance of this item and as specified herein.

Item 12 – Install 8”x 4” Reducer – Payment for installation of 8”x 4” Reducer shall be paid for at the unit price set forth in the Bid Schedule per each in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for any excavation of earth encountered including rock, all labor, equipment, materials, and all other work incidental to the complete performance of this item and as specified herein.

Item 13 – Install 8”x 6” Reducer – Payment for installation of 8”x 6” Reducer shall be paid for at the unit price set forth in the Bid Schedule per each in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for any excavation of earth encountered including rock, all labor, equipment, materials, and all other work incidental to the complete performance of this item and as specified herein.

Item 14 – Install 8” 45 Degree Bend W/ Backing Block – Payment for installation of 8” 45 Degree Bend W/ Backing Block shall be paid for at the unit price set forth in the Bid Schedule per each in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for any excavation of earth encountered including rock, all labor, equipment, materials, and all other work incidental to the complete performance of this item and as specified herein.

Item 15 – Install 8” 22.5 Degree Bend & Restrain Joint W/ Backing Block – Payment for installation of 8” 22.5 Degree Bend & Restrain Joints W/ Backing Block shall be paid for at the unit price set forth in the Bid Schedule per each in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for any excavation

of earth encountered including rock, all labor, equipment, materials, and all other work incidental to the complete performance of this item and as specified herein.

Item 16 – Install 8” 45 Degree Bend & Restrain Joints W/ Backing Block – Payment for installation of 8” 45 Degree Bend & Restrain Joints W/ Backing Block shall be paid for at the unit price set forth in the Bid Schedule per each in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for any excavation of earth encountered including rock, all labor, equipment, materials, and all other work incidental to the complete performance of this item and as specified herein.

Item 17 – Install 8”x 8” Cross Fitting – Payment for installation of 8”x 8” Cross Fitting shall be paid for at the unit price set forth in the Bid Schedule per each in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for any excavation of earth encountered including rock, all labor, equipment, materials, and all other work incidental to the complete performance of this item and as specified herein.

Item 18 – Install Straddle Block – Payment for installation of Straddle Block shall be paid for at the unit price set forth in the Bid Schedule per each in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for any excavation of earth encountered including rock, all labor, equipment, materials, and all other work incidental to the complete performance of this item and as specified herein.

Item 19 – Install Bond Breaker and All Thread Rod – Payment for installation of bond breaker and all thread rod shall be paid for at the unit price set forth in the Bid Schedule per each in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for any excavation of earth encountered including rock, all labor, equipment, materials, and all other work incidental to the complete performance of this item and as specified herein.

Item 20 – Cut, Plug, and Abandon Existing 6” PVC – Payment for cutting, plugging, and abandoning the 6” PVC shall be paid for at the unit price set forth in the Bid Schedule per each in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for any removal, all labor, equipment, materials, and all other work incidental to the complete performance of this item and as specified herein.

Item 21 – Cut, Plug, and Abandon Existing 8” PVC – Payment for cutting, plugging, and abandoning the 8” PVC shall be paid for at the unit price set forth in the Bid Schedule per each in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for any removal, all labor, equipment, materials, and all other work incidental to the complete performance of this item and as specified herein.

Item 22 – Cut, Plug, and Abandon Existing 4” CIP – Payment for cutting, plugging, and abandoning the 4” CIP shall be paid for at the unit price set forth in the Bid Schedule per each in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for any removal, all labor, equipment, materials, and all other work incidental to the complete performance of this item and as specified herein.

Item 23 – Cut, Plug, and Abandon Existing 6” CIP – Payment for cutting, plugging, and abandoning the 6” CIP shall be paid for at the unit price set forth in the Bid Schedule per each in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for any removal, all labor, equipment, materials, and all other work incidental to the complete performance of this item and as specified herein.

Item 24 – Cut, Plug, and Abandon Existing 8” CIP – Payment for cutting, plugging, and abandoning the 8” CIP shall be paid for at the unit price set forth in the Bid Schedule per each in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for any removal, all labor, equipment, materials, and all other work incidental to the complete performance of this item and as specified herein.

Item 25 – Install 8” Permanent MJ Plug – Payment for installation of 8” Permanent MJ Plug shall be paid for at the unit price set forth in the Bid Schedule per each in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for any excavation of earth encountered including rock, all labor, equipment, materials, all other work incidental to the complete performance of this item and as specified herein.

Item 26 – Install 8” Temporary Flushing Assembly – Payment for installation of 8” Temporary Flushing Assembly shall be paid for at the unit price set forth in the Bid Schedule per each in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for fittings, bends, reducers, all labor, equipment, materials, and all other work incidental to the complete performance of this item and as specified herein.

Item 27 – Install Fire Hydrant Assembly – Payment for installation of Fire Hydrant Assembly shall be paid for at the unit price set forth in the Bid Schedule per each in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for any excavation of earth encountered including rock, tees, fittings, thrust blocks, bends, hydrant line valve, straddle blocks, permanent plugs, all labor, equipment, materials, and all other work incidental to the complete performance of this item and as specified herein.

Item 28 – Pavement Restoration – Asphalt – Payment for Pavement Restoration – Asphalt shall be paid for at the unit price set forth in the Bid Schedule per square yard in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for all labor, equipment, materials, reinforcement, excavation

of earth encountered including rock, and all other work incidental to the complete performance of this item and as specified herein.

Item 29 – Pavement Restoration - Flush Fill with Concrete – Payment for Pavement Restoration – Flush with Concrete shall be paid for at the unit price set forth in the Bid Schedule per square yard in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for all labor, equipment, materials, reinforcement, excavation of earth encountered including rock, and all other work incidental to the complete performance of this item and as specified herein.

Item 30 – Concrete Sidewalk Replacement – Payment for Sidewalk Replacement shall be paid for at the unit price set forth in the Bid Schedule per square yard in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for all labor, equipment, materials, reinforcement, excavation of earth encountered including rock, and all other work incidental to the complete performance of this item and as specified herein.

Item 31 – Concrete Driveway Replacement– Payment for installation of Concrete Driveway shall be paid for at the unit price set forth in the Bid Schedule per square foot in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for any excavation of earth encountered including rock, reinforcement, all labor, equipment, materials, and all other work incidental to the complete performance of this item and as specified herein.

Item 32 – Concrete Curb and Gutter Replacement– Construction of Concrete Curb and Gutter as shown on the drawings shall be paid for at the unit price per linear foot as set forth in the Bid Schedule for each type of concrete curb and gutter. Said unit price shall include full compensation to the Contractor for furnishing all materials, equipment, and labor necessary to complete such curb and gutter, all subgrade preparation, concrete forming, placing, reinforcing steel, finishing, jointing, expansion joints and material, curing, backfill behind curb sections, and all other work items incidental thereto as required by the project drawings and these specifications. Payment quantities for all concrete curb and gutter shall be the length of curbing installed as measured along the back face of the curb section including the lengths across curb inlets.

Item 33 – Testing – Payment for Water Line Testing shall be paid for at the unit price set forth in the Bid Schedule per linear foot in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for all labor, equipment, materials, and all other work incidental to the complete performance of this item and as specified herein.

Item 34 – Disinfection – Payment for Water Line Disinfection shall be paid for at the unit price set forth in the Bid Schedule per linear foot in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for all labor,

equipment, materials, and all other work incidental to the complete performance of this item and as specified herein.

Item 35 – Sod – Payment for sod shall be paid for at the unit price set forth in the Bid Schedule per square yard in accordance with the plans and specifications. Measurement for payment shall be measured to the nearest one-tenth of a square yard. Areas that are disturbed that lie outside of the temporary construction limits as shown in the Contract Drawings will not be measured for payment and shall be restored with sod. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for all equipment, labor, and materials necessary to complete installation of the sod including but not limited to soil preparation, fertilizer, sod, staking, watering, maintenance including replacement of sod that fails to survive within the maintenance period, and all other work incidental to the complete installation of this item and as specified herein.

Item 36 – Temporary Erosion Control – Payment for temporary erosion control shall be paid for at the unit price set forth in the Bid Schedule per lump sum in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for all labor, equipment and materials necessary (including but not limited to complete installation and maintenance of erosion control measures such as temporary construction entrances, rock check dams, silt fence, and provisions of the SWPPP) throughout life of the project and incidentals necessary to complete the work as shown in the plans and specifications. The Contractor shall be responsible for inspection, maintenance, and weekly submission of erosion control reports on a weekly basis to the City.

Item 37 – Traffic Control – Payment for traffic control shall be paid for at the unit price set forth in the Bid Schedule per lump sum in accordance with the plans and specifications. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for all labor, equipment and materials necessary to complete installation and maintenance of the traffic control measures to protect both vehicle and pedestrian traffic throughout the life of the project and any incidentals necessary to complete the work as shown in the plans and specifications. The Contractor is required to comply with the latest version of the MUTCD and City regulations and restrictions. The Contractor is responsible for any permit fees associated with Traffic Control.

ADDITIONAL BIDDING INFORMATION

Project questions: All questions regarding the bidding of this project must be submitted to Nikia Freiberger, Assistant City Engineer, City of Belton, by phone at (816) 892-1267 or by email at nfreiberger@belton.org. **All questions must be received (3) days prior to the bid opening.**

Project is tax exempt.

APPENDIX B General Terms and Conditions

A. *Procedures*

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Public Works Director or their authorized representative(s). The Contractor shall not comply with requests and/or orders issued by an unauthorized individual. The Public Works Director will designate their authorized representatives in writing. Both the City of Belton and the Contractor must approve any changes to the contract in writing.

B. *Contract Award*

The contract will be awarded based on the base bid plus alternates as selected by the City. Alternates may increase or decrease the total bid price depending on the price of the alternate. Some alternates are additional items, while others are replacement of other line items.

C. *Contract Period*

Award of this contract is anticipated prior to the end of June 2021.

D. *Insurance*

The Contractor shall procure, maintain, and provide proof of insurance coverages for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Belton by the Bidder/Contractor, its agents, representatives, employees, or subcontractors. The City of Belton shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). All coverage for the City shall be written on a primary basis without contribution from the City's coverage. A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. All policies shall be issued on an occurrence form.

Contractor shall procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, Professional shall supply such insurance, if available, at City's cost. Policies containing a Self-Insured Retention are unacceptable to City.

- a. Commercial General Liability Insurance: with limits of \$2,500,000 per occurrence and \$2,500,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - i. Severability of Interests Coverage applying to Additional Insureds
 - ii. Contractual Liability

- iii. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,500,000
 - iv. No Contractual Liability Limitation Endorsement
 - v. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent
- b. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:
 - Workers Compensation Statutory
 - Employers Liability
 - \$100,000 accident with limits of:
 - \$500,000 disease-policy limit
 - \$100,000 disease-each employee
- c. Commercial Automobile Liability Insurance: with a limit of \$2,500,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be written on an "occurrence" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Professional.
- d. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Professional shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds. The certificate shall be on the City's Standard Certificate of Insurance Form furnished in Attachment 2 or its equivalent.
- e. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better and are licensed or approved by the State of Missouri to do business in Missouri.
- f. Regardless of any approval by City, it is the responsibility of the Contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Contractor's failure to maintain the required insurance in effect, City may order

Contractor to immediately stop work, and upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

B. *Hold Harmless Clause*

The Bidder/Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Belton, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

C. *Exemption from Taxes*

The City of Belton is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax-exempt status will be furnished on request, and therefore, the City shall not be charged taxes for materials or labor.

D. *Employment Discrimination by Contractors Prohibited/Wages/ Information*

During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each Subcontractor or vendor used by the Contractor.

Contractor agrees to pay all employee involved in this contract the required wages as listed in the prevailing Wage Order 27 for Cass County, Missouri, USA.

E. *Invoicing and Payment*

The Contractor shall submit invoices for services outlined above in the scope of services. Certified payroll shall be submitted with each pay request or invoice.

Invoice shall be based on the following schedule:

At completion of work – 95% of contract amount with 5% held for retainage – the 5% retainage will be held until acceptance of the project by the Belton City Council at which time final payment will be made. Payment will be based on actual services rendered and actual costs. All such invoices will be paid within thirty (30) days by the City of Belton unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

Third party payment arrangements will not be accepted by the City.

F. *Cancellation*

The City of Belton reserves the right to cancel and terminate this contract in part or in whole without penalty upon thirty (30) days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

G. *Contractual Disputes*

The Contractor shall give written notice to the City of Belton of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Belton shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

City decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Public Works Director or his designee. The Public Works Director shall render a decision within sixty (60) days of receipt of the appeal.

H. *Severability*

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

I. *Applicable Laws*

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Belton codes.

J. *Drug/Crime Free Workplace*

The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents performing services on City of Belton property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession, or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes);
3. Any crimes committed while on City property

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Belton in addition to any criminal penalties that may result from such conduct.

K. *Inspection*

At the conclusion of each job order, the Contractor shall demonstrate to the Public Works Director or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Belton.

L. *Escalation of Fees*

The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

M. *Safety Training*

Contractors are informed that the project is subject to the requirements of Section 292.675, RSMo that requires all Contractors or Subcontractors doing work on the project to provide and require its on-site employees to complete a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations that is at least as stringent as an approved OSHA program. All on-site employees of a Contractor or Subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project and their employers will be subject to penalties as described in the Act.

N. *Prevailing Wage Requirement*

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 27). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

Not less than the prevailing wage included must be paid to all workers performing work under the contract (Section 290.250, RSMo).

The Contractor will forfeit a penalty to the contracting body of \$100 per day (or portion of a day) if a worker is paid less than the prevailing rate for any work done under the contract by the Contractor or by any Subcontractor (Section 290.250, RSMo).

O. *Permits/Certificates*

The successful Contractor shall be responsible for obtaining all permits and for incurring all expenses associated with those permits prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the Business License required of all vendors doing business within the City limits of Belton (unless otherwise directed by the City Clerk). This permit can be obtained from the office of the City Clerk, 506 Main Street, Belton, Missouri 64012.

Certificates must be submitted with the RFP if project utilizes any of the Contractors listed herein; Class A and B Contractors, Electricians, Plumbers, and Mechanical Contractors.

Class A and B Contractors, Electricians, Plumbers, and Mechanical Contractors who held a 2012 Belton Business License must provide proof of at least eight (8) continuing education credits (CEU) related to the trade for which the license was issued within the last year.

P. *Mobilization, Bonds, and Insurance*

Mobilization, Bonds, and Insurance will be considered a lump sum item for payment. The total lump sum price for this item shall not exceed 5% of the total base bid price.

Payment shall be made on the following schedule.

Percentage of Contract Completed	Percentage Mobilization Payment
5%	25%
10%	50%
25%	75%
50%	100%

Q. *Bid Bond*

A bid bond or certified check from a surety or bank acceptable to the Public Works Director in the amount equal to or greater than 5% of the maximum total bid price must accompany each proposal. Prior acceptability of the proposed surety or bank furnishing the bid security before the bid date is recommended. An unacceptable bid security may be cause for rejection of the proposal. No bidder may withdraw his bid for a period of sixty (60) days after the date of opening of bids.

R. *Performance Bond*

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Performance Bond in penal sum equal to the amount of the contract price conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreements of the contract documents and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

S. *Payment Bond*

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Payment Bond in penal sum equal to the amount of the contract price conditioned upon the prompt payment by the Contractor to all persons supplying labor and materials in then prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

T. *Maintenance Bond*

Prior to acceptance of the project, the Contractor shall furnish the Owner with a Maintenance Bond in penal sum equal to an amount of one half (50%) of the contract price that shall remain in full force and effect for a period of two (2) years from the date of project acceptance. The Maintenance Bond shall guarantee all materials and equipment furnished and work

performed shall be free of defects due to faulty materials or workmanship and that the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to the parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so with all costs including administration fees going against the Maintenance Bond. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

U. *Rejection of Bids*

The City reserves the right to reject any and all bids, to waive technical defects in the bid, and to select the bid deemed most advantageous to the City.

V. *Release of Information*

Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

W. *American Products*

Pursuant to RSMo 34.353 for Contracts over \$25,000 any manufactured goods or commodities used or supplied in the performance of the Contract or subcontract shall be manufactured or produced in the United States, unless determined to be exempt as provided in the statute.

1. Contractor agrees that any manufactured goods or commodities that are used or supplied in the performance of this Contract or any subcontract hereto shall be manufactured or produced in the United States, unless;
 - a. The manufactured good or commodity used or supplied involves an expenditure of less than twenty-five thousand dollars (\$25,000), or
 - b. The contractor shall provide evidence sufficient for the City to certify in writing that:
 - i. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the agency's requirements, or

- ii. The specified products cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the agency's requirements.
2. The written certification contemplated by Subsection 1(b) of this Section Y shall;
 - a. Specify the nature of the contract,
 - b. Specify the product being purchased or leased,
 - c. Specify the names and addresses of the United States manufacturers and producers contacted by the City or the project architect or engineer,
 - d. Provide an indication that such manufacturers or producers could not supply sufficient quantities or that the price of the products would increase the cost of the contract by more than ten (10) percent, and
 - e. Such other requirements as may be imposed by Section 34.353 of the revised Statutes of Missouri, as amended.
3. The written certification contemplated by Subsection 1(b) of this Section Y shall be maintained by the City for a period of at least three (3) years.

X. *Affidavit of Work Authorization and Documentation*

Pursuant to 285.530 RSMo, the contractor must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

PLEASE NOTE: The following affidavit in Attachment 1 must be completed and returned with RFP.

ATTACHMENT 1

AFFIDAVIT OF WORK AUTHORIZATION

(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge,
(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist;
or
(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared LLOYD T KISSICK who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor:

LLOYD KISSICK / KISSICK CONSTRUCTION

Company:

KISSICK CONSTRUCTION

Address:

8131 INDIANA AVE, KANSAS CITY, MO 64132

- 1 I am of sound mind and capable of signing this Affidavit and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Belton: Project #21-010, 21-011, 21-012.

- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
- 4 Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Company Name KISSICK CONSTRUCTION

Signature *[Handwritten Signature]*

Name: LOYD J KISSICK

Title: VICE PRESIDENT

Subscribed and sworn to before me this 11th day of June, 2021!

STATE OF Missouri COUNTY OF Jackson

Notary Public: Mari M. Young

My Commission Expires: 6/14/24



PLEASE NOTE: Acceptable enrollment and participation documentation consists of the following two (2) pages of the E-Verify Memorandum of Understanding:

- 1 A valid, completed copy of the first page identifying the Contractor; and
- 2 A valid copy of the signature page completed and signed by the Contractor, the Social Security Administration, and the Department of Homeland Security - Verification Division.



Certificate of Insurance

ATTACHMENT 2

Public Works Department
 506 Main Street
 Belton, Missouri 64012

NAME AND ADDRESS OF AGENCY	COMPANIES AFFORDING COVERAGES	
	COMPANY LETTER	A
NAME AND ADDRESS OF INSURED	COMPANY LETTER	B
	COMPANY LETTER	C
	COMPANY LETTER	D
	COMPANY LETTER	E

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATES	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
	General Liability <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Premises --Operations <input checked="" type="checkbox"/> Explosions and Collapse Hazard <input checked="" type="checkbox"/> Underground Hazard <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury			Bodily Injury Property Damage	\$	\$
	Auto Liability <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-Owned			Bodily Injury (Each Person) Bodily Injury (Each Occurrence) Property Damage Bodily Injury and Property Damage Combined	\$	
	Excess Liability <input checked="" type="checkbox"/> Umbrella Form <input checked="" type="checkbox"/> Other than Umbrella Form			Bodily Injury and Property Damage Combined	\$	\$
	Worker's Compensation and Employers' Liability			Statutory		
	Other					

The City of Belton, Missouri is named as an Additional Insured.

Location:	Description of Operations:

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail _____ days written notice to the below named certificate holder.

NAME AND ADDRESS OF CERTIFICATE HOLDER: City of Belton, Missouri Public Works Department 506 Main Street Belton, Missouri 64012
--

Date Issued: _____

 Authorized Representative

SECTION VIII

F

R2021-55

A RESOLUTION FORMALLY ACCEPTING THE SOUTHVIEW COMMERCE CENTER FIRST PLAT NEW PUBLIC INFRASTRUCTURE OF 1,415 FEET OF 8” WATERLINE; 1,057 FEET OF 10” SANITARY SEWER LINE; AND 3,016 LANE FEET OF STREET WITH A TWO-YEAR MAINTENANCE BOND IN THE AMOUNT OF \$542,022.60.

WHEREAS, Section 36-111 of the Unified Development Code provides for formal acceptance of public improvements by the City of Belton according to the following:

- (a) Developer shall submit one original on Mylar and four copies of "as built" plans to the City Engineer prior to requesting final acceptance of improvements.
- (b) Upon the determination by the City Council, after consideration of the opinion of the building inspector that there are no defects, deficiencies, or deviations in the improvements, and that all improvements have been installed in conformance with the approved engineering drawings, and with the requirements of these regulations, the City Council shall by resolution or by letter, respectively, formally accept such improvements. The improvements shall become the property of the city council or appropriate utility company involved.
 - (1) Maintenance of improvements. Prior to the acceptance by the City of Belton of the improvements required herein, except those improvements required by section 36-108, the subdivider shall provide one of the following to guarantee the improvements against defects in workmanship and materials, and providing for the normal maintenance for the first two years after the date of acceptance of such improvements. Such guarantee shall be in an amount equal to 100 percent of the estimated cost of the improvement.
 - a. Maintenance bond written by a bonding company, or
 - b. Cash deposited in escrow from which the subdivider would be entitled to any interest income, or
 - c. Upon approval of the City Council, a personal surety bond; and

WHEREAS, Southview Commerce Center First Plat new public infrastructure was installed, inspected, and tested per City of Belton standards including 1,415 feet of 8” waterline; 1,057 feet of sanitary sewer line; and 3,016 lane feet of street; and

WHEREAS, the City has received a two-year maintenance bond for the above-mentioned new public infrastructure in the amount of \$542,022.60; and

WHEREAS, the City Council believes that the formal acceptance and guarantee of maintenance of this public infrastructure is in the best interest of the City and its transportation and water systems.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI, AS FOLLOWS:

SECTION 1. That the Southview Commerce Center First Plat waterline, sanitary sewer line, and street are hereby formally accepted by the City of Belton and shall become the property of the City.

SECTION 2. That this resolution shall be in full force and effect from and after its passage and approval.

Duly read and passed this _____ day of _____, 2021.

Mayor Norman K. Larkey, Sr.

ATTEST:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri

STATE OF MISSOURI)
COUNTY OF CASS) SS.
CITY OF BELTON)

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was introduced at a meeting of the City Council held on the _____ day of _____, 2021, and adopted at a meeting of the City Council held the _____ day of _____, 2021 by the following vote, to-wit:

AYES: COUNCILMEMBER:
NOES: COUNCILMEMBER:
ABSENT: COUNCILMEMBER:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri



CITY OF BELTON

CITY COUNCIL INFORMATION FORM

AGENDA DATE: June 22, 2021

DIVISION: Public Works Engineering

COUNCIL: **Regular Meeting** **Work Session** **Special Session**

<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input checked="" type="checkbox"/> Consent Item	<input type="checkbox"/> Change Order	<input type="checkbox"/> Motion
<input type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> FYI/Update	<input type="checkbox"/> Presentation	<input type="checkbox"/> Both Readings

ISSUE/RECOMMENDATION:

As is required by Section 36-111 of the Unified Development Code that provides for formal acceptance of public improvements by the City of Belton, this is a procedural item for acceptance of new public infrastructure constructed and completed with the installation of waterline, sanitary sewer line, and street to service the Southview Commerce Center First Plat site. These public improvements consist of the following:

- 1,415 feet of 8” waterline
- 1,057 feet of 10” sanitary sewer line
- 3,016 lane feet of street

These improvements have been installed, inspected, and tested per City of Belton standards. The City has received two-year maintenance bonds for the above-mentioned public improvements in the amount of \$542,022.60.

IMPACT/ANALYSIS:

N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve and authorize a resolution formally accepting the Southview Commerce Center First Plat new public infrastructure of 1,415 feet of 8” waterline; 1,057 feet of 10” sanitary sewer line; and 3,016 lane feet of street with a two-year maintenance bond in the amount of \$542,022.60.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution
 Infrastructure Acceptance Memo with Site Map



*CITY OF BELTON – PUBLIC WORKS
MEMORANDUM*

PUBLIC WORKS

Date: June 7, 2021
To: Greg Rokos, Director of Public Works
From: Ben Yoder, Public Works Engineering Technician
Subject: Southview Commerce Center First Plat, Outer Road Improvements

The Public Infrastructure for the Southview Commerce Center First Plat is complete. These public improvements consist of 1,415 feet of 8” waterline; 1,057 feet of 10” sanitary sewer line; and 3,016 lane feet of street. These improvements have been installed, inspected, and tested per City of Belton standards. We have received a maintenance bond for the above-mentioned public improvements in the amount of \$542,022.60.

These improvements are ready to be presented to the City Council as a Consent Item for formal acceptance.



Southview Commerce Center Building One - Accepted Infrastructure



- Sanitary Manhole
- Sanitary Sewer
- Water Hydrant
- Water Valve
- Water Network
- Accepted Utility
- Accepted Street



SECTION IX

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R2021-56

AN ORDINANCE APPROVING A PUBLIC SERVICE AGREEMENT BETWEEN OATS, INC. AND THE CITY OF BELTON, MISSOURI TO PROVIDE DAILY SITE TRANSPORTATION FOR INDIVIDUALS TO AND FROM THE BELTON SENIOR CENTER.

WHEREAS, OATS, Inc., is a transportation company that provides transportation for individuals within Belton and neighboring communities; and

WHEREAS, under the site transportation component of the MARC grant, the City would receive reimbursement from MARC for a portion of the OATS, Inc. transportation costs at \$6.00 per person/per day/per one-way trip; and

WHEREAS, the OATS, Inc. cost of the services charged to the City is **thirty (\$30)** per hour with a yearly cost estimated at \$28,000 (based on FY20) for supporting ridership to and from the Senior Center; and

WHEREAS, the City has determined that it is in the best interest of the City to partner with OATS, Inc. with assistance from MARC to provide limited round-trip transportation for Senior Citizens in our community.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI, AS FOLLOWS:

- Section 1.** That the OATS Agreement for Services to support site transportation herein attached and incorporated as **Exhibit A** is hereby approved.
- Section 2.** That the City Manager is authorized and directed to execute the Agreement on behalf of the City.
- Section 3.** This resolution shall take effect and be in full force from and after its passage and approval.
- Section 4.** That all resolutions or parts of resolutions in conflict with this resolution are hereby repealed.

Duly read and passed this ____ day of _____, 2021.

Mayor Norman K. Larkey, Sr.

ATTEST:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri

STATE OF MISSOURI)
CITY OF BELTON) SS
COUNTY OF CASS)

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was introduced at a meeting of the City Council held on the ___ day of _____, 2021, and adopted at a meeting of the City Council held the ___ day of _____, 2021 by the following vote, to-wit:

AYES: COUNCILMEMBER:
NOES: COUNCILMEMBER:
ABSENT: COUNCILMEMBER:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri



Agreement for Services

This agreement is entered into by City of Belton-Site Transportation located at 506 Main, Belton, MO 64012 816-331-4331, hereinafter known as the "Contracting Party" and OATS, Inc., 2501 Maguire Blvd, Ste 101, Columbia, MO 65201, a general not-for-profit corporation organized under the Laws of the State of Missouri, hereinafter known as OATS Transit.

The Contracting Party and OATS Transit hereby agree as follows:

1. This Agreement becomes effective on **July 1, 2021** and terminates on **June 30, 2022**.
2. OATS Transit agrees to transport the Contracting Party to and from **Belton Senior Center** for the purpose of **Site Transportation**. Scheduling of requested services is dependent upon vehicle and driver availability. OATS Transit will strive to fill all requests made, but makes no guarantee of service availability unless service is of a routine and recurring nature and specific commitment has been made by OATS Transit that service will be made available. Note: In rural areas, OATS Transit is a general public transportation provider and therefore routes are published and open to the public.
3. OATS Transit will invoice the Contracting Party for services rendered by the tenth (10th) day of the following month, and the Contracting Party will pay OATS Transit at a rate of **\$30.00 per hour** of which **\$1.00 per hour** (as defined above) is depreciation which OATS Transit will deposit in a restricted account for use in cost of replacing vehicles. Payment is due upon receipt of invoice; service cannot be delivered for delinquent accounts. OATS Transit reserves the right to renegotiate the rate should unforeseen circumstances (such as significant increase in fuel costs) arise.
4. The estimated total amount of compensation for services to be provided under this Agreement is (state specific dollar amount and explanation): **Approximately \$28,000.00 based on FY20.**
Monday through Friday
 1. Riders will be picked up and dropped off at the center no later than 9:20 am. Take home will be at 1:00 pm
 2. City will be invoiced from key on to key off including pre/post trip inspection
 3. Driver hours could vary depending on number of riders and where a driver starts the route
5. If service is to be provided by OATS Transit on more than one day, the Contracting Party agrees to schedule OATS Transit service for any particular date at least twenty-four (24) hours in advance. Scheduling will be done through the appropriate Regional Director.
6. Unless otherwise noted in item 9 below, OATS Transit service will not be provided on the following paid holidays: New Years Day; Martin Luther King, Jr. Day; Presidents Day; Memorial Day; 4th of July; Labor Day; Thanksgiving; the Day After Thanksgiving; and Christmas Day. Should a holiday fall on a Saturday, the preceding Friday is recognized; if a holiday falls on a Sunday, the following Monday is recognized.
7. In cases of inclement weather OATS Transit's general policy is to use the school bus closings as a guideline; however, the final decision rests with the OATS Transit driver. Should weather, or other unforeseen events, necessitate the cancellation of service, the Contracting Party will be notified.
8. This Agreement may be terminated by either party by providing thirty (30) days written notice to the other party.
9. Special conditions which apply to this Agreement are as follows (*specify "none" if none apply*): **Riders will be determined by the Senior Center Administrator regarding riders outside the city, that may include Raymore, and Peculiar. Rider list will be emailed to the OATS office by 1:00 pm the day before and/or on a weekly basis with changes emailed the day before by 1:00 pm. OATS will need 14 days notice of any time change for the drop off or pick up times.**

Contracting Party

By: _____

Date: _____

OATS, Inc.

By: Dorothy Yeager
Dorothy Yeager, Executive Director

Date: 6/17/2021 / Regional Director Initials: DAY

Special Billing #: 7034

Check one: Rural
 Urban

Charter: Does this service support OATS program purposes?
 YES – Not considered charter; no further action required.
 NO – Contact Home Office for instruction