

BILL NO. 2016-047

ORDINANCE NO. 8130

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI APPROVING AND AUTHORIZING THE EXECUTION OF AMENDMENT NO. 2 TO THE CONTRACT BETWEEN THE CITY OF NEVADA, MISSOURI AND ALLIANCE WATER RESOURCES, INC.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI THAT:

Section 1. A contract between the City of Nevada, Missouri and Alliance Water Resources, Inc., Ordinance No. 7692, was approved on December 28th, 2010. Annual Memoranda were approved by Ordinance No. 7780, Ordinance No. 7869, Ordinance No. 7939, and Ordinance No. 8020 and Amendment No. 1, Ordinance No. 8081, was approved on December 15, 2015.

Section 2. Amendment No. 2 to the contract attached hereto as Exhibit "A" and incorporated herein by reference is hereby approved.

Section 3. The Mayor and the Deputy City Clerk are hereby authorized and directed to execute said agreement on behalf of the City of Nevada, Missouri, and to affix the municipal seal thereto and attest the same.

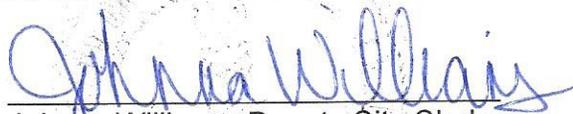
Section 4. This ordinance shall be in full force and effect from and after its final passage.

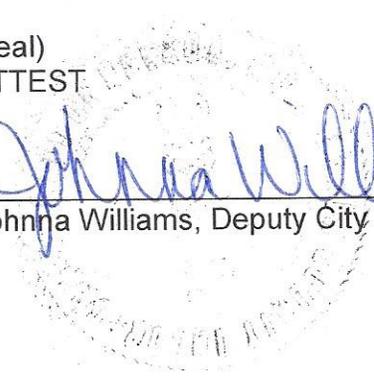
PASSED, APPROVED AND ADOPTED by the City Council of the City of Nevada, Missouri this 20th day of December, 2016.


Brian L. Leonard, Mayor

(seal)

ATTEST


Johnna Williams, Deputy City Clerk



AGENDA ITEM
December 6, 2016

Subject: Alliance Water Resources Contract Amendment 2

Department: City Manager

The original contract includes a fee for services and the purchase of chemicals, materials and supplies necessary to maintain the water / sewer system. If the City purchases materials and supplies directly (chemicals excluded) an estimated cost savings of \$12,000 is projected.

Amendment 2 removes the Repair Limit budget for materials and supplies. The City will purchase materials and supplies directly and Alliance will continue to purchase plant chemicals on behalf of the City.

The proposed contract amount of \$1,480,800 is a 9% decrease from the prior year due to omission of the Repair Limit.

Amendment 2 to the Contract between the City of Nevada, Missouri and
Alliance Water Resources, Inc.

Amendment 2 has been entered into this 20th day of December, 2016, by and between the City of Nevada, Missouri, a municipal corporation of the state of Missouri (hereinafter referred to as "City"), and Alliance Water Resources, Inc., (hereinafter referred to as "Alliance").

This Amendment 2 has as its purpose to modify the initial Professional Service Agreement dated December 28, 2010 ("Agreement") and Amendment 1 to the Contract between the City of Nevada, Missouri and Alliance Water Resources dated December 15, 2015 ("Amendment 1") and annual Memoranda of Agreement between City and Alliance.

Pursuant to Section 3.6, the Agreement is modified under the following Sections:

2.7 "Chemical Limit" means the total dollar budget requirement of Alliance during a 12-month period for all chemicals.

4.2 r. [Alliance shall] Provide all necessary chemicals at cost, plus transportation. If City concludes that the prices are not reasonably competitive, City may require Alliance to purchase such goods from competitive suppliers or permit City to do so.

Conflict of Interest: If purchases of chemicals, consumable materials and supplies are made by Alliance from affiliates in which officers, employees or directors of Alliance Water Resources, Inc. are members of the governing body or stand to profit through dividends or earnings distribution, a full disclosure must be made to the City of Nevada, Missouri, of the relationship, the compensation paid, and the profit over costs and delivery expense and Alliance must provide evidence that the price to City is competitive in the marketplace and prior approval must be obtained from City. Such purchases may be addressed as an annual purchasing program, all to the end that Alliance will extend good faith and fair dealing to City in all portions of the business relationship.

4.3 b. [City shall] Pay all chemical expense in excess of the Chemical Limit subject to City's prior review and approval.

4.3 g. [City shall] Provide all consumable materials and supplies for use by Alliance in connection with this Agreement excluding employee uniforms, safety equipment and hand tools which are not Capital Expenditures as defined in the Agreement.

4.3 h. [City shall] Provide fuel for City-owned vehicles used by Alliance in connection with the Agreement.

4.4 i. [City shall] Pay for outside lab analysis and other outside services in connection with the Agreement.

Pursuant to Section 5.4, the Service Agreement is modified under the following Section:

5.1 Alliance Base Fee compensation under this Agreement shall be \$1,387,100.00 and the Chemical Limit shall be \$93,700.00 for a total amount of \$1,480,800.00 for the period beginning January 1, 2017 and ending December 31, 2017.

5.2 Payment shall be due and payable on the first day of each month for which services are rendered. Compensation to Alliance other than the Base Fee and Chemical Limit which are not contested will bear interest at the rate of 9% beginning 45 days after the date of initial billing.

5.3 If chemical costs are less than the annual budget, Alliance will rebate to City the difference. If chemical costs are more than the annual budget City will reimburse Alliance for such expenditures. Expenditures over budget are subject to approval of the City Council.

5.4 The Base Fee and Chemical Limit shall be subject to renegotiation on an annual basis and may be revised with the written consent of both parties on the anniversary date of this agreement or at any other reasonable time. Alliance agrees to submit a summary of previous year's work performance with a budget outlining proposed costs and anticipated work projected for the upcoming year in addition to any other documentation necessary to aid City in its annual appropriation for the operation of facilities and support of the Alliance contract.

All other terms and conditions of the Agreement and Amendment 1, not expressly amended by this Amendment, shall remain in full force and effect.

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

Authorized Signature

Audrea Neal

President
Alliance Water Resources, Inc.

12/19/2016
Date

ATTEST:

Mary Anne Perkins

Secretary

Authorized Signature

Brian L. Leonard

Brian L. Leonard, Mayor
City of Nevada, Missouri

12/20/16
Date

Johnna Williams

Johnna, Williams
Deputy City Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER J. Terrill, a Marsh & McLennan Agency LLC co Maryville Centre Drive Ste 200 Chesterfield MO 63017	CONTACT NAME: Jennifer Way, CISR, CRIS, MLIS PHONE (A/C, No, Ext): 314-594-2758 E-MAIL ADDRESS: jway@jwterrill.com	FAX (A/C, No): 314-594-2558
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Indemnity Insurance Co	NAIC # 18058
	INSURER B: Old Republic Insurance Company	24147
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
 Alliance Water Resources, Inc.
 100 South Keene Street
 Columbia MO 65201

COVERAGES CERTIFICATE NUMBER: 1591086207 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDL/INSURER	SUBR/INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y		PHPK1587535	1/1/2017	1/1/2018	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$20,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$3,000,000
						PRODUCTS - COMP/OP AGG	\$3,000,000
							\$3,000,000
<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			PHPK1587535	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB566337	1/1/2017	1/1/2018	EACH OCCURRENCE	\$4,000,000
						AGGREGATE	\$4,000,000
							\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC30616300	3/1/2016	3/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Nevada is included as Additional Insured for General Liability with respect to work performed by e Named Insured, if required by written contract.

RECEIVED

DEC 16 REC'D

CERTIFICATE HOLDER City of Nevada 110 S. Ash Nevada MO 64772 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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