

AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, April 22, 2019

7:00 p.m.

1. Call to Order.

2. Roll Call.

3. Pledge of Allegiance.

4. Presentations/Awards.

- Proclamation, 50th Annual Municipal Clerks Week (pg 269)
- Becky Schimmel Grandview City Clerk, recognition of Erica Hill-Missouri Registered City Clerk, Continuing designation
- Oath of Office, K-9 Moose

5. Personal Appearances.

6. Staff Reports.

- A. Status of Capital Improvements (pg 9)
- B. Public Works (pg 15)
- C. Parks and Recreation (pg 17)
- D. Communications Report
- E. Monthly Financial Report (pg 21)

7. Committee Reports.

8. Consent Agenda.

The items on the Consent Agenda are approved by a single action of the City Council. If any Councilmember would like to have an item removed from the Consent Agenda and considered separately, he/she may so request.

- A. City Council Minutes, April 8, 2019-Regular Meeting (pg 31)
- B. City Council Minutes, April 8, 2019-Special Meeting (pg 35)

C. 2018 Micro Surface Project - Acceptance and Final Payment

Reference: - Resolution 19-18 (pg 39)

The Director of Public Works has determined that the project has been satisfactorily completed in accordance with the project specifications.

D. Acceptance of Public Improvements - Meadowood 3rd Plat, Lots 86-94 and Lots 109-113

Reference: - Resolution 19-19 (pg 41)

The Director of Public Works has determined that the project has been satisfactorily completed in accordance with the project specifications. In addition, the Community Development Director and Public Works Director have inspected the site and found it to be in compliance with City of Raymore Code Requirements.

E. Disposal of Surplus Property

Reference: - Resolution 19-20 (pg 43)
- Exhibit A (pg 45)

9. Unfinished Business. Second Reading.

A. Award of Contract - Screen Printing and Embroidery Services

Reference: - Agenda Item Information Sheet (pg 49)
- Bill 3448 (pg 51)
- Contract(pg 53)

The Screen Printing and Embroidery services contract provides staff uniforms for the Parks and Recreation Department, Public Works Department and for youth sports/recreation activities.

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| <ul style="list-style-type: none">• Parks and Recreation Board, March 26, 2019: Presentation only• City Council, April 8, 2019: 8-0 |
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B. Award of Contract - Beverage Vending and Supply Services Contract

Reference: - Agenda Item Information Sheet (pg 81)
- Bill 3449 (pg 83)
- Contract (pg 85)

The Beverage Vending and Supply Services contract provides all beverage and serving supplies/equipment required for the Parks & Recreation concession stands. The contract also includes vending machines for City Hall and the Public Works facility.

- Parks and Recreation Board, March 26, 2019: Presentation only
- City Council, April 8, 2019: 8-0

10. New Business. First Reading.

A. Purchase of Two Portable Lift Station Emergency Generators

Reference: - Agenda Item Information Sheet (pg 121)
- Bill 3441 (pg 123)
- Proposal (pg 125)

The FY2019 Capital Budget includes funds for the purchase of two (2) portable generators to be used at the City's lift stations in the event of an emergency.

B. Award of Contract - Jefferson Street Culvert Replacement

Reference: - Agenda Item Information Sheet (pg 133)
- Bill 3446 (pg 135)
- Contract (pg 137)

Staff recommends approval of Bill 3446 awarding contract to Breit Construction LLC for the Jefferson Street Culvert Replacement Project.

C. Award of Contract - Fire Hydrant Replacement

Reference: - Agenda Item Information Sheet (pg 171)
- Bill 3447 (pg 173)
- Contract (pg 176)

Staff recommends approval of Bill 3447 awarding contract to J&N Utilities Inc. for the Fire Hydrant Replacement Project. This project will replace 20 hydrants throughout the City.

D. Award of Contract 2019 Curb Project

Reference: - Agenda Item Information Sheet (pg 217)
- Bill 3451 (pg 219)
- Contract (pg 222)

Staff recommends approval of Bill 3451 awarding contract to Terry Snelling Construction Inc. for the 2019 Curb Project.

E. FY 2019 Street Preservation

Reference: - Agenda Item Information Sheet (pg 261)
- Resolution 19-17 (pg 263)
- 2019 Street Preservation Location Map (pg 264)

Staff is requesting approval of the proposed work plan for the FY 2019 Street Preservation Project.

F. Governing Body Members on Planning and Zoning Commission

Section 465.020 (B) (4) of the Unified Development Code of the City Code provides: "During a meeting in April of each year, the Council shall designate whether or not it shall have a member serve on the [Planning & Zoning] Commission and the Mayor shall designate if he/she chooses to be a member of the Commission and any such member shall serve for a term of one year."

The Mayor will determine if he wishes to remain a member of the Planning & Zoning Commission in the coming year and the Council may designate a new member to serve.

G. Selection of Mayor Pro Tempore

Section 3.4 of the City Charter, Mayor Pro Tempore, provides: The Council shall elect annually from among its members a Mayor Pro Tempore. The Mayor Pro Tempore shall assume the powers and duties of the Mayor during the absence or disability of the Mayor, or if a vacancy occurs. While assuming the powers and duties of the Mayor, the Mayor Pro Tempore shall retain his/her vote as a Council Member, but shall not possess the additional Mayor voting power provided by Section 4.4(a), and shall not possess the Mayor veto power provided by Section 4.4(c).

11. Public Comments. Please identify yourself for the record and keep comments to a maximum of five minutes.

12. Mayor/Council Communication.

13. Adjournment.

Items provided under "Miscellaneous" in the Council Packet:

- City Council Work Session notes, 04/01/19 (pg 267)
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EXECUTIVE SESSION (CLOSED MEETING)

The Raymore City Council may enter an executive session before or during this meeting, if such action is approved by a majority of Council present, with a quorum, to discuss:

- Litigation matters as authorized by § 610.021 (1),
- Real Estate acquisition matters as authorized by § 610.021 (2),
- Personnel matters as authorized by § 610.021 (3),
- Other matters as authorized by § 610.021 (4-21) as may be applicable.

Any person requiring special accommodation (i.e., qualified interpreter, large print, hearing assistance) in order to attend this meeting, please notify this office at (816) 331-3324 no later than forty eight (48) hours prior to the scheduled commencement of the meeting.

Hearing aids are available for this meeting for the hearing impaired. Inquire with the City Clerk, who sits immediately left of the podium as one faces the dais.

Staff Reports

Status of Capital Improvements - Projects not yet started

Category	Project	Fiscal Year	Budget Amount	Milestone/Next Steps
Parks & Recreation	Trail Lighting	2017	\$100,000	
Stormwater	Cul-de-sac Program	2017	\$100,000	
Buildings & Grounds	City Hall Exterior Painting	2019	\$47,000	
Parks & Recreation	T.B. Hanna Park Security Camera	2019	\$15,525	
Parks & Recreation	Memorial Park Playground Improvements	2019	\$48,000	
Parks & Recreation	Memorial Park Arboretum Light Replacement	2019	\$26,000	
Sanitary	Harold Estates Sanitary Sewer Extension	2019	\$500,000	
Sanitary	Evan Brook Sewer Repair	2019	\$18,000	
Transportation	Right of Way Infrastructure Repairs	2019	\$150,000	
Transportation	Shadowood Settlement Investigation	2019	\$30,000	

Status of Capital Improvements - Projects in planning/bid stage

Category	Project	Fiscal Year	Budget Amount	Milestone/Next Steps
Stormwater	Detention Pond Rehab/Beautification Partnership	2017	\$50,000	
Stormwater	City Hall Detention Pond	2017	\$80,000	
Stormwater	Municipal Center BMP's	2017	\$80,000	
Community Developm	GO Contingency/T.B. Hanna	2017	\$301,500	
Transportation	Lucy Webb Roundabout Additional Lighting	2018	\$12,000	
Water	Sensus Meter Reading System	2018	\$150,000	
Community Developm	GO Project Support	2018	\$217,394	
Transportation	Street Light Installation	2018	\$15,000	
Sanitary	Sanitary Sewer Inflow and Infiltration Reduction	2019	\$126,075	
Sanitary	Owen Good Force Main Repairs	2019	\$700,000	
Stormwater	Annual Curb Replacement Program	2019	\$200,000	
Transportation	Annual Curb Replacement Program	2019	\$400,000	
Transportation	Annual Street Preservation Program	2019	\$800,000	
Water	Hydrant Replacement	2019	\$112,000	
Stormwater	Culvert Replacement	2019	\$35,000	
Transportation	Maintenance of Thoroughfare Routes	2019	\$200,000	
Buildings & Grounds	Parks Maintenance Facility Door Access System	2019	\$8,400	

Status of Capital Improvements - Projects under construction

Category	Project	Fiscal Year	Budget Amount	Milestone/Next Steps
Parks & Recreation	Hawk Ridge Park Walking Trail - Lake Loop	2015	\$160,000	
Transportation	Construction of Sunset Lane Gap	2016	\$350,000	
Parks & Recreation	Hawk Ridge Park Phase (I-b) ADA Dock	2016	\$45,000	
Parks & Recreation	Hawk Ridge Park Phase (I-c) Restroom	2016	\$90,000	
Buildings & Grounds	Public Works Facility Roof Repair	2017	\$203,000	
Water	Sensus Meter Reading System	2017	\$150,000	
Community Developm	GO Hawk Ridge Park Support	2018	\$382,606	
Parks & Recreation	Recreation Park Picnic Pavilion	2018	\$210,000	
Parks & Recreation	Recreation Park Pedestrian Bridge Replacements	2018	\$55,000	
Parks & Recreation	Hawk Ridge Park Security Cameras	2019	\$31,000	
Parks & Recreation	Recreation Park Ballfield Lights	2019	\$90,000	
Parks & Recreation	Recreation Park Pond	2019	\$150,000	
Parks & Recreation	Projector and Screen Raymore Activity Center	2019	\$13,200	
Buildings & Grounds	Municipal Circle Light Replacement	2019	\$50,000	

Status of Capital Improvements - Projects finished with major construction

Category	Project	Fiscal Year	Budget Amount	Milestone/Next Steps
Buildings & Grounds	City Hall Front Entry Repair	2017	\$242,000	
Buildings & Grounds	City Hall Lobby Modifications	2018	\$40,000	
Buildings & Grounds	City Hall LED Lighting Upgrades	2018	\$13,250	
Sanitary	Sanitary Sewer Inflow and Infiltration Reduction	2018	\$123,000	
Buildings & Grounds	Public Works LED Lighting Upgrades	2018	\$10,500	
Stormwater	Annual Curb Replacement Program	2018	\$100,000	
Stormwater	North Washington Street Culvert Replacement	2018	\$33,000	
Stormwater	Stormwater Culvert Replacement	2018	\$28,000	
Transportation	Annual Curb Replacement Program	2018	\$400,000	
Transportation	Annual Street Preservation Program	2018	\$800,000	
Transportation	Maintenance of Thoroughfare Routes	2018	\$125,000	
Sanitary	Sanitary Sewer Inflow and Infiltration Reduction	2018	\$123,000	
Stormwater	Permeable Pavers Crosswalks	2018	\$176,685	
Transportation	Hubach Hill Road Street Light	2018	\$8,000	
Transportation	Johnston Drive Street Light	2018	\$8,000	

Status of Capital Improvements - Projects finalized out and accepted by City Council

Category	Project	Fiscal Year	Budget Amount	Total Expenditure	Remaining Funds	Additional Notes
Buildings & Grounds	City Hall Lower Level Fire Suppression Modification	2016	\$45,000		N/A	N/A Recommend reprogramming as staff further investigates additional record storage alternatives
Buildings & Grounds	Police Firing Range	2016	\$46,842		N/A	N/A Jan. 28, 2019 Moved to the Restricted Revenue Fund for future lease expenses
Parks & Recreation	Ward Park Shelter Facility	2017	\$6,500	\$2,647	\$3,853	Completed in-house, final acceptance not required; proj 289
Parks & Recreation	Raymore Arboretum	2017	\$10,000	\$7,875	\$2,125	Completed in-house, final acceptance not required; proj 300
Buildings & Grounds	City Hall Phone System	2017	\$45,000	\$46,147	-\$1,147	Accepted Oct, 8, 2018
Stormwater	FY17 Stormwater Improvements	2017	\$74,000	\$77,691	-\$3,691	Resolution 18-32 June 11, 2018; proj 278
Sanitary	Silvertop Sewer Replacement	2017	\$69,247	\$60,062	\$9,185	Bill 3299 9/26/17 increased budget by \$9,247. Resolution 18-50 Sept 24, 2018; proj 274
Buildings & Grounds	Security Cameras at Parks & Public Works	2017	\$35,000	\$32,059	\$2,941	proj 280
Buildings & Grounds	Internet and Public Wifi in the Parks	2017	\$33,500	\$15,312	\$18,188	proj 297
Transportation	Annual Curb Replacement Program	2018	\$400,000	\$398,954	\$1,046	proj 294
Stormwater	Annual Curb Replacement Program	2018	\$100,000	\$100,000	\$0	proj 294
Parks & Recreation	Recreation Park Pedestrian Safety E	2018	\$100,000	\$100,412	-\$412	Resolution 18-65, Oct. 22, 2018; proj 291
Transportation	Annual Sidewalk Program	2018	\$117,000	\$92,786	\$24,214	Resolution 19-06, Jan. 28, 2019; proj 310
Sanitary	Owen Good Overflow Valve Replace	2018	\$30,000	\$29,899	\$101	Resolution 19-09 Feb 11, 2019; proj 312; C/O 1 of \$2,916 paid from Fund 50 so project didn't go over. Actual project cost \$32,814.60
Sanitary	Lift Station Emergency Generators	2018	\$94,500	\$64,793	\$29,707	Purchased through the MARC Regional Purchasing Cooperative
Water	Star Drive Water Main	2019	\$53,000	\$28,909	\$24,091	Completed as an emergency repair, site restoration still to be completed. PO19-9643; proj 324
Stormwater	Storm/Sanitary Sewer Camera	2019	\$110,000	\$108,830	\$1,170	split 50/50 between fund 46 & fund 54
Buildings & Grounds	Building Door Access System	2019	\$36,000	\$42,074	-\$6,074	PO 19-9651

Status of Capital Improvements - Projects finalized out and accepted by City Council											
Category	Project	Fiscal Year	Bond Amount	GO Premium Applied	GO Interest Earnings	Capital Funds Applied	Total Funding Available	Total Expenditure	Remaining Funds	Additional Notes	
Parks GO Bond	Centerview	2017	\$1,500,000	\$200,000		\$1,815,250	\$3,515,250	\$3,611,409	-\$96,159	proj 227	
Parks GO Bond	Activity Center at Recreation Park	2017	\$2,843,000	\$109,573	\$115,118	\$278,758	\$3,346,449			proj 229	
Parks GO Bond	Hawk Ridge Park Additional Signage	2017	\$85,000	\$198,227			\$283,227			proj 253	
Parks GO Bond	Hawk Ridge Park Amphitheater	2017	\$675,100				\$675,100			proj 253	
Parks GO Bond	Hawk Ridge Park Parking Lot Expansion & ADA Playground	2017	\$700,000				\$700,000			proj 253	
Parks GO Bond	Recreation Park Trail Rehabilitation	2017	\$55,000				\$55,000	\$55,000		proj 237-205	
Parks GO Bond	T.B. Hanna Station Amenities	2017	\$600,000			\$301,500	\$901,500				
Transportation GO Bond	Foxridge Drive	2016	\$700,000				\$700,000	\$701,110	-\$1,110	proj 249	
Transportation GO Bond	Johnston Drive	2016	\$350,000	\$80,000		\$54,750	\$484,750	\$437,538	\$47,212	proj 243	
Transportation GO Bond	Kentucky Construction	2016	\$700,000	\$199,669	\$22,160		\$921,829	\$67,851	\$853,978	proj 242	
Transportation GO Bond	58 Highway Overlay	2016	\$1,400,000				\$1,400,000	\$1,335,604	\$64,396	proj 245	



PUBLIC WORKS MONTHLY REPORT

April 2019

ENGINEERING DIVISION

Projects Under Construction

- 155th Street - Phase III Overlay Madison to Kurzweil
- Hawkridge Park

Projects Under Design

- Kentucky Road
- FY 2019 Street Preservation
- Owen Good Force Main Replacement
- Dean Avenue Meter Vault

Development Under Construction

- Heritage Hills
- Edgewater
- Meadowood
- Westbrook at Creekmoor

Developments Under Review

- Prairie View of the Good Ranch
- Dean Commercial Site

OPERATIONS & MAINTENANCE DIVISION

- 7 Water Taps
- 12 Sewer Inspections
- 7 Water Inspections
- 373 Line Locates
- 143 City Hall Work Orders
- 24 Driveway Approach Inspections
- 40 Sidewalk Inspections
- 17 Final ROW Inspections
- 8 Meter Conversions
- 159 Potholes Patched
- 91 Lane Miles Swept
- 147 Service Requests Completed

MONTHLY REPORT

April 2019

HIGHLIGHTS

- Parks and Recreation Director Nathan Musteen attended Agents of Change Conference in Tampa Bay, Florida, April 2 - 5.



Friday Food Fest - March 22

- Superintendents John McLain and Steve Rulo attended the Midwest Public Risk Recreation & Parks Advisory Committee meeting Wednesday.

- Staff mowed athletic fields and applied infield surface material preparing the fields for the upcoming season and tournaments. Staff also finished recarpeting the pitching mounds.

- April 6 and 7: Spring youth recreational volleyball games started Saturday at the RAC and Grand Slam Baseball scheduled the first baseball tournament of the season Saturday and Sunday at Recreation Park.

- The 2019 Raymore Touch A Truck event was held at Recreation Park and sponsored by RL Hannah and Sons Trucking on April 6.



- Athletic Coordinator Todd Brennon attended the South Metro Sports Group competitive baseball game scheduling meeting Monday, April 1.

- Parks staff worked on planting flowers at the RAC and are making plans for other city flower beds.

- Recreation Coordinator Katie VanKeulen planned and prepared for the upcoming Raymore Easter Festival at Memorial Park scheduled for April 20.

- Recreation Coordinator Katie VanKeulen booked the 2019 summer camp field trips.

- Athletic Coordinator Todd Brennon prepared baseball/softball equipment bags and created team rosters for the coaches meetings, rescheduled soccer games and stocked the concession stands.

- Superintendents John McLain and Steve Rulo met with Wally Fortuna of KC Sports USSSA to discuss upcoming baseball tournaments at the Recreation Park baseball/softball complex.
- Recreation Superintendent John McLain met with Straub Construction to do a warranty walk-through for Centerview.
- Parks and Recreation Director Nathan Musteen and City Engineer Mike Krass met with members of SFS Architecture to discuss the Raymore Activity Center.
- Pre-bid construction meetings were held for projects at T.B. Hanna Station.
- The Missouri Dept. of Conservation added about 360 catfish to Johnston Lake at Hawk Ridge Park, 701 Johnston Parkway. They'll be stocking the lake every few weeks throughout the summer, all you need is a Missouri fishing license. Daily limit is 10. The fishing dock is open, but be careful to stay out of the fenced construction areas.
- The 2019 South Metro Competitive Baseball League is underway.
- Office Assistant Greta Naab attended a Rec Trac database training in Lawrence, KS.



PARKS & RECREATION BOARD

April 23 - Action Items scheduled: Memorial Park Playground project plan, 2019 Festival in the Park MOU and Alcohol in the Park request and Budget Amendment

CENTERVIEW

- Election
- HOA meetings-Alexander Creek, Brookside
- Ray-Pec Foundation-You Matter Raymore Meeting
- Bible Study
- Pathway Training (mental health offices)
- Family Art Day-Kindness Rock Painting
- Celebration of Life-3 of them
- Public Works Incode Training
- Edward Jones Seminar
- Raymore Elementary Volunteer Dinner
- Raymore Chamber of Commerce Luncheon

- Tree Board Meeting
- Arts Commission Sip and Paint
- Birthday Party

RAC - Raymore Activity Center

- Election
- Various Programs
- Volleyball practices and games

RECREATION PROGRAMS & SPECIAL EVENTS



City of Raymore's Annual
EASTER FESTIVAL

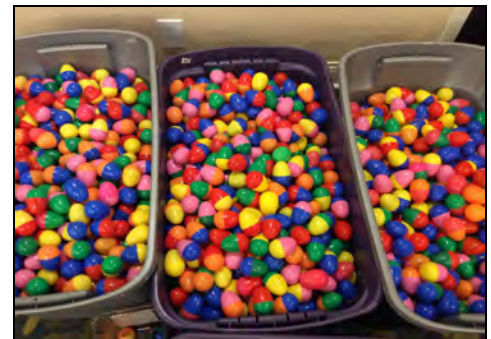
April 20 • Memorial Park
Hunt begins at 10 a.m.
Arrive by 9:45 a.m.

Ages 4th grade & under
(Bring your own basket!)

FREE activities include:

- 15,000 eggs to hunt
- Pictures with the Easter Bunny
- Refreshments
- And more!

Watch for the
Coloring Contest in
the Classroom, in
cooperation with the
Raymore-Peculiar
School District.



A special thanks to everyone and all the organizations that helped stuff over 15,000 Easter Eggs for this year's event!





Our parks will be hopping all summer long with softball and baseball games. Want to be an umpire? We're offering free training to prepare umpires for the season!

Each session will cover different topics. Topics covered will include mechanics, correct field positioning, how to handle disputes, correct uniform attire and more.

For more information and to apply, contact Athletic Coordinator Todd Brennon at TBrennon@Raymore.com or 816-322-2791.

Applicants must be at least 15 years old.

Indoor training:
Tuesday, May 7 and Tuesday May 14
6:30-8 p.m. at Centerview, 227 Municipal Circle

On field training:
Thursday May 9 and Thursday May 16
5:30-7 p.m. at Recreation Park, 1011 S. Madison St.

Summer Day Camp

Your 5-11 year old children can spend each weekday this summer enjoying fun activities at the RAC, exploring Recreation Park and going on a few pool trips and field trips when you register for Raymore Parks & Recreation's summer day camp!

Registration is open for this camp that will be headquartered at the Raymore Activity Center, 1011 S. Madison St., this summer. Camp starts June 3.

Registration forms and camp information can be found at www.raymore.com/camp or call 816-322-2791.



FINANCE MONTHLY REPORT

This report, consisting of a Financial Summary, Investment Summary and Grant Summary, has been prepared for the fiscal period March 1, 2019 to March 31, 2019.

March Financial Summary

Some notes regarding this month's summary operating report:

General Fund

Revenue:

Overall, at 41.67% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 52.11% of budget. Inter-fund transfers are being completed on a monthly basis with the exception of the Capital Funds Transfer. The Capital Funds Transfers will occur throughout the year after the capital project has been accepted by the Council and final payments have been made.

- Property tax revenues collected are tracking as expected at 97.04%. Staff expects this revenue source to come in at budget.
- Franchise Tax revenues as a whole are tracking below straight line at 38.60%. This revenue source varies depending on the weather, staff will continue to monitor this closely throughout the year.
- Sales tax revenues as a whole are tracking slightly below straight line budget at 39.90%. City sales taxes are at 40.06% while state shared gasoline and vehicle taxes are at 38.42%.
- Fees and Permit revenues collected are tracking ahead of straight line budget at 61.40%. This is primarily due to Engineering Inspection Fees & Plan Review Fees for 2 new phases in the Creekmoor Subdivision.
- License revenues collected are tracking as expected at 71.83% of straight line budget. Occupational license revenues collected are tracking as expected. Staff anticipates additional revenue throughout the spring for new builders to the area. Liquor licenses are due in May and processed after the public hearing.
- Municipal Court revenues collected are slightly above straight line budget at 49.33%. Staff will continue to monitor this revenue source closely throughout the year.

Expenditures:

Departmental spending is tracking normally. Most of the departments are right at straight line expectation or slightly higher due to the three pay-periods occurring this year in November.

- The Information Technology Department has replaced the majority of the computers scheduled for replacement, and has renewed 50% of the annual software maintenance agreements, putting it above straight line budget.
- The Street Department is currently at 47.56% of straight line budget primarily due to Salt/Sand purchases as a result of the harsh winter months.

Parks & Recreation Fund

Revenue:

Revenues are at 53.83% of budget 41.67% of the way through the year; normal for this time of the year. Recreation revenues are expected to increase in April with baseball/softball registrations. This will be followed by revenues associated with summer youth camp registrations in April & May, camp fees throughout the summer and flag football and volleyball in the fall. Revenue associated with the facility rental of Centerview is above straight line budget at 44.33%. Staff will continue to monitor this revenue closely throughout the year.

Expenditures:

Both the Parks and Recreation departments are showing the same operational expenditure pattern as in years past, and are tracking normally. Expenditures are expected to increase as the number of programs offered goes up.

Enterprise Fund

Revenue:

Utility revenues as a whole are tracking at 38.53% of straight line budget. Staff will continue to monitor all utility revenue closely throughout the year.

Expenditures:

Enterprise Fund expenditures tracking below straight line budget but at expectations.

01 -GENERAL FUND
FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
PROPERTY TAXES	0.00	0.00	0.00	1,500,359.00	13,668.01	1,455,926.34	0.00	44,432.66	97.04
FRANCHISE TAXES	0.00	0.00	0.00	2,245,694.00	190,794.30	866,908.88	0.00	1,378,785.12	38.60
SALES TAXES	0.00	0.00	0.00	3,543,609.00	269,714.80	1,413,744.39	0.00	2,129,864.61	39.90
FEES AND PERMITS	0.00	0.00	0.00	237,788.00	16,355.30	146,008.64	0.00	91,779.36	61.40
LICENSES	0.00	0.00	0.00	133,053.00	6,198.75	95,565.41	0.00	37,487.59	71.83
MUNICIPAL COURT	0.00	0.00	0.00	320,884.00	34,185.33	158,282.05	0.00	162,601.95	49.33
MISCELLANEOUS	(8.08)	8.08	0.00	388,342.00	28,947.04	375,234.35	5.80	13,101.85	96.63
TRANSFERS - INTERFUND	0.00	0.00	0.00	1,464,280.00	121,523.34	612,501.30	0.00	851,778.70	41.83
TOTAL NON-DEPARTMENTAL	(8.08)	8.08	0.00	9,834,009.00	681,386.87	5,124,171.36	5.80	4,709,831.84	52.11
TOTAL REVENUES	(8.08)	8.08	0.00	9,834,009.00	681,386.87	5,124,171.36	5.80	4,709,831.84	52.11
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	932,190.00	67,333.33	336,666.65	0.00	595,523.35	36.12
ADMINISTRATION	499.70	499.70	0.00	1,047,981.00	115,895.45	415,685.46	(56.68)	632,352.22	39.66
INFORMATION TECHNOLOGY	0.00	0.00	0.00	457,560.60	42,686.85	225,751.00	22,029.11	209,780.49	54.15
ECONOMIC DEVELOPMENT	0.00	0.00	0.00	186,783.00	11,838.76	70,633.23	0.00	116,149.77	37.82
COMMUNITY DEVELOPMENT	22.28	22.28	0.00	674,032.00	52,834.61	277,675.65	241.48	396,114.87	41.23
ENGINEERING	121.34	121.34	0.00	420,592.00	33,503.73	178,418.57	468.32	241,705.11	42.53
STREETS	0.00	0.00	0.00	864,408.00	147,676.64	397,743.60	13,405.35	453,259.05	47.56
BUILDING & GROUNDS	5,832.79	5,832.79	0.00	374,280.20	29,363.30	147,526.73	(1,185.02)	227,938.49	39.10
STORMWATER	0.00	0.00	0.00	301,313.00	22,398.53	126,815.92	1,732.54	172,764.54	42.66
COURT	0.00	0.00	0.00	124,399.00	10,280.05	52,923.42	150.00	71,325.58	42.66
FINANCE	0.00	0.00	0.00	625,566.00	51,446.66	270,553.83	5,395.97	349,616.20	44.11
COMMUNICATIONS	0.00	0.00	0.00	302,946.00	6,219.77	79,017.59	1,318.82	222,609.59	26.52
PROSECUTING ATTORNEY	0.00	0.00	0.00	24,940.00	2,000.00	8,000.00	2,000.00	14,940.00	40.10
POLICE	1,851.00	1,851.00	0.00	4,314,707.00	317,629.83	1,672,400.20	7,501.31	2,634,805.49	38.93
EMERGENCY MANAGEMENT	0.00	0.00	0.00	130,550.00	10,524.35	56,288.71	195.69	74,065.60	43.27
TOTAL EXPENDITURES	8,327.11	8,327.11	0.00	10,782,247.80	921,631.86	4,316,100.56	53,196.89	6,412,950.35	40.52
REVENUES OVER/(UNDER) EXPENDITURES	(8,335.19)	8,335.19	0.00	(948,238.80)	(240,244.99)	808,070.80	(53,191.09)	(1,703,118.51)	79.61-

25 -PARK FUND
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
<u>PARKS DIVISION</u>									
PROPERTY TAXES	0.00	0.00	0.00	402,780.00	3,295.11	391,483.98	0.00	11,296.02	97.20
MISCELLANEOUS	0.00	0.00	0.00	7,967.00	1,201.57	11,133.48	0.00	(3,166.48)	139.74
FACILITY RENTAL REVENUE	0.00	0.00	0.00	6,080.00	875.00	1,045.00	0.00	5,035.00	17.19
TRANSFERS - INTERFUND	0.00	0.00	0.00	450,000.00	37,500.00	187,500.00	0.00	262,500.00	41.67
TOTAL PARKS DIVISION	0.00	0.00	0.00	866,827.00	42,871.68	591,162.46	0.00	275,664.54	68.20
<u>RECREATION DIVISION</u>									
CONCESSION REVENUE	0.00	0.00	0.00	62,000.00	14.00	445.50	0.00	61,554.50	0.72
FACILITY RENTAL REVENUE	0.00	0.00	0.00	22,200.00	600.00	2,928.75	0.00	19,271.25	13.19
PROGRAM REVENUE	0.00	0.00	0.00	227,520.00	50,148.00	109,587.75	(95.00)	118,027.25	48.12
TOTAL RECREATION DIVISION	0.00	0.00	0.00	311,720.00	50,762.00	112,962.00	(95.00)	198,853.00	36.21
<u>CENTERVIEW</u>									
FACILITY RENTAL REVENUE	0.00	0.00	0.00	50,205.00	2,330.00	22,254.99	0.00	27,950.01	44.33
PROGRAM REVENUE	0.00	0.00	0.00	2,600.00	60.00	2,085.00	0.00	515.00	80.19
TOTAL CENTERVIEW	0.00	0.00	0.00	52,805.00	2,390.00	24,339.99	0.00	28,465.01	46.09
<u>RAYMORE ACTIVITY CENTER</u>									
MISCELLANEOUS	0.00	0.00	0.00	2,340.00	0.00	0.00	0.00	2,340.00	0.00
CONCESSION REVENUE	0.00	0.00	0.00	7,650.00	180.00	770.00	0.00	6,880.00	10.07
FACILITY RENTAL REVENUE	0.00	0.00	0.00	13,050.00	127.50	1,660.00	0.00	11,390.00	12.72
PROGRAM REVENUE	0.00	0.00	0.00	146,800.00	3,915.00	23,775.01	(250.00)	123,274.99	16.03
TOTAL RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	169,840.00	4,222.50	26,205.01	(250.00)	143,884.99	15.28
TOTAL REVENUES	0.00	0.00	0.00	1,401,192.00	100,246.18	754,669.46	(345.00)	646,867.54	53.83
<u>EXPENDITURE SUMMARY</u>									
PARKS DIVISION	0.00	0.00	0.00	732,989.00	55,611.48	269,014.80	9,444.18	454,530.02	37.99
RECREATION DIVISION	0.00	0.00	0.00	537,076.00	40,020.54	185,037.08	3,096.79	348,942.13	35.03
CENTERVIEW	182.79	182.79	0.00	49,255.00	1,632.10	8,060.32	504.54	40,690.14	17.39
RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	81,172.00	3,928.34	17,014.16	754.67	63,403.17	21.89
TOTAL EXPENDITURES	182.79	182.79	0.00	1,400,492.00	101,192.46	479,126.36	13,800.18	907,565.46	35.20
REVENUES OVER/(UNDER) EXPENDITURES	(182.79)	182.79	0.00	700.00	(946.28)	275,543.10	(14,145.18)	(260,697.92)	7,342.56

50 -ENTERPRISE FUND
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
MISCELLANEOUS	0.00	0.00	0.00	40,107.00	5,656.56	36,750.26	0.00	3,356.74	91.63
UTILITY REVENUE	0.00	0.00	0.00	7,973,028.00	540,756.28	3,044,495.88	0.00	4,928,532.12	38.18
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	8,013,135.00	546,412.84	3,081,246.14	0.00	4,931,888.86	38.45
<u>DEBT SERVICE</u>									
<u>SRF SEWER BONDS</u>									
MISCELLANEOUS	0.00	0.00	0.00	8,337.00	0.00	4,602.65	0.00	3,734.35	55.21
TRANSFERS - INTERFUND	0.00	0.00	0.00	145,000.00	12,083.33	60,416.65	0.00	84,583.35	41.67
TOTAL SRF SEWER BONDS	0.00	0.00	0.00	153,337.00	12,083.33	65,019.30	0.00	88,317.70	42.40
TOTAL REVENUES	0.00	0.00	0.00	8,166,472.00	558,496.17	3,146,265.44	0.00	5,020,206.56	38.53
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	600,000.00	50,000.00	250,000.00	0.00	350,000.00	41.67
WATER	5,622.50	5,032.50	590.00	3,166,261.00	201,221.28	964,757.87	(3,607.89)	2,205,111.02	30.36
SEWER	35,034.20	19,004.20	16,030.00	3,135,624.00	148,169.35	969,810.03	12,304.12	2,153,509.85	31.32
SOLID WASTE	0.00	0.00	0.00	1,164,598.00	94,549.08	369,715.44	0.00	794,882.56	31.75
SRF SEWER BONDS	0.00	0.00	0.00	153,337.50	0.00	4,213.41	0.00	149,124.09	2.75
TOTAL EXPENDITURES	40,656.70	24,036.70	16,620.00	8,219,820.50	493,939.71	2,558,496.75	8,696.23	5,652,627.52	31.23
REVENUES OVER/(UNDER) EXPENDITURES	(40,656.70)	24,036.70	(16,620.00)	(53,348.50)	64,556.46	587,768.69	(8,696.23)	(632,420.96)	1,085.45-

Investment Monthly Report

Investments Held at 03/31/2019

Purchase Date	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Market*
06/27/18	802849	CBR	CD		06/29/19	673,823.35	673,823.35	1.7500	673,823.35
08/24/18	108041765	Commerce	CD		08/26/19	2,000,000.00	2,000,000.00	2.3200	2,000,000.00
10/02/18	108041857	Commerce	US TREASURY		09/12/19	2,000,000.00	2,000,000.00	2.5500	2,000,000.00
11/21/18	900320	CBR	CD		11/21/19	2,000,000.00	2,000,000.00	2.7000	2,000,000.00
12/07/18		NASB	CD		12/09/19	2,500,000.00	2,500,000.00	2.8000	2,500,000.00
10/18/12		MOSIP	MOSIP POOLE- GENERAL FUND		NA	2,078,724.95	2,078,724.95	2.4100	2,078,724.95
06/03/16		MOSIP	MOSIP POOLE - GO BOND	GO Bond	NA	995,397.84	995,397.84	2.4100	995,397.84
09/01/16		MOSIP	MOSIP POOLE - GO BOND	GO Bond	NA	1,080,045.00	1,080,045.00	2.4100	1,080,045.00
05/03/18	108041463	Commerce	CD		05/03/19	1,000,000.00	1,000,000.00	2.0000	1,000,000.00

Investment Total

14,327,991.14 14,327,991.14

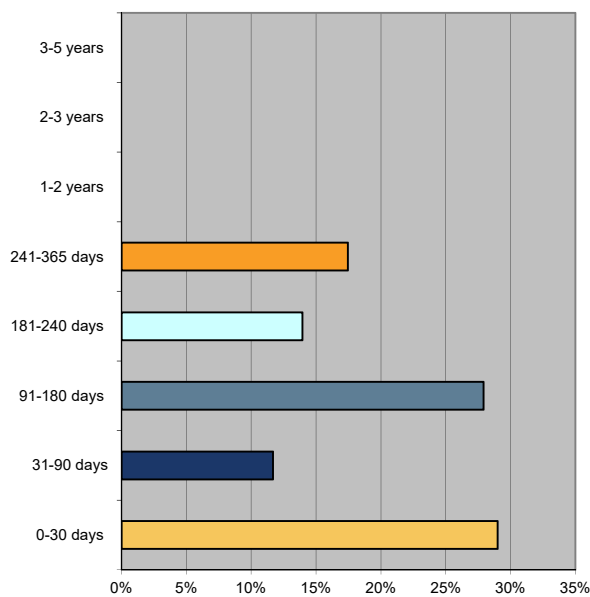
14,327,991.14

*Market value listed above is the value of the investment at month end

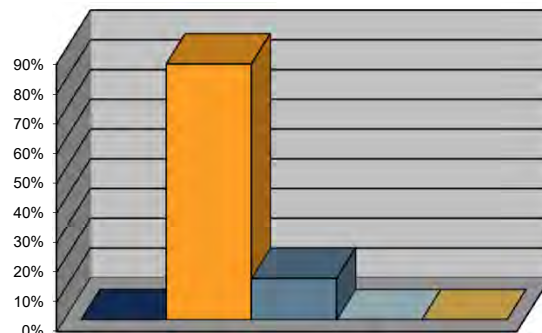
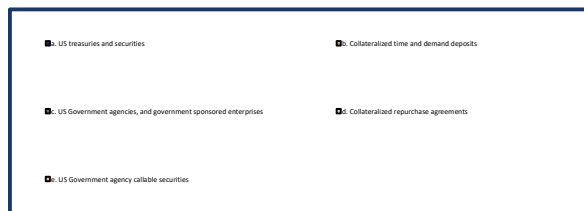
Average Annual Rate of Return: 2.4659

** Par value listed above is the actual amount if less than one year or the calculated annual earnings showing a one-year duration

Investment by Maturity



Diversification by Type



Listing of Investments Matured During the Month

Month	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Days Held
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Average Rate of Return on Maturities:

March Grant Summary

New Grant Applications	Grantor	Award Amt. Requested / Match Required	Project / Item	Notification Timeline	Awarded / Denied
Emergency Mgmt. Performance Grant - 2019 (Jan. - Dec. 2019)	FEMA	\$55,079.97 (50% match)	Emer. Mgmt. activities incl: salaries,benefits, equip.,supplies, training &travel	Spring 2019	Pending

Current Grant Awards:	Grantor	Award Amt. / Match Required	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
Police:					
State & Community Hwy. Safety Grant - DWI (Oct. 2018 - Sept. 2019)	MoDOT (Traffic & Hwy. Safety Division)	\$8,000.00 (no match)	\$789.46	\$0.00	9/30/19
State & Community Hwy. Safety Grant - HMV (Oct. 2018 - Sept. 2019)	MoDOT (Traffic & Hwy. Safety Division)	\$5,500.00 (no match)	\$797.42	\$797.42	9/30/19
Parks:					
Recreational Amenity Cost Sharing Program - Community Assistance Program (CAPS)	MO Dept of Conservation	\$178,000 (75% Contribution by CAPS)	\$0.00	\$0.00	As Project is Complete
Emergency Management:					
Emergency Mgmt. Performance Grant - 2018 (Jan. - Dec. 2018)	FEMA	\$52,878.80 (50% match)	\$50,872.35	\$50,872.35	12/31/18
Community Development:					
Community Development	AARP	\$15,000	\$12,349.52	\$15,000.00	11/05/2018

Past Grant Awards:	Grantor	Award Amount / Match Req'd.	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
None					

Consent Agenda

THE RAYMORE COUNCIL MET IN REGULAR SESSION MONDAY APRIL 8, 2019 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE, III, CIRCO, HOLMAN, AND TOWNSEND, CITY MANAGER JIM FEUERBORN, CITY CLERK JEANIE WOERNER AND CITY ATTORNEY JONATHAN ZERR.

1. **Call To Order.** Mayor Turnbow called the regular meeting to order at 7:00 p.m.
2. **Roll Call.** City Clerk Jeanie Woerner called roll; quorum present to conduct business. Councilmember Kellogg absent.

3. Pledge of Allegiance.

4. New Business.

A. Declaring April 2, 2019 Election Results-Emergency Reading

BILL 3445: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI DECLARING THE RESULTS OF THE APRIL 2, 2019 ELECTION AND DECLARING THIS BILL AS AN EMERGENCY."

City Clerk Jeanie Woerner conducted the first reading of Bill 3445 by title only.

MOTION: By Councilmember Barber, second by Councilmember Holman to approve the first reading of Bill 3445 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Absent
	Councilmember Townsend	Aye

Mayor Turnbow declared Bill 3445 as an emergency and called for the second reading in its entirety. City Clerk Jeanie Woerner conducted the second reading of Bill 3445 in its entirety.

MOTION: By Councilmember Barber, second by Councilmember Holman to approve the second reading of Bill 3445 in its entirety.

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye

Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Kellogg	Absent
Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3445 as **Raymore City Ordinance 2019-030**.

5. Oath of Office.

City Clerk Jeanie Woerner administered the Oath of Office to Kristofer Turnbow, Mayor, Dale Jacobson, Councilmember Ward 1; Joseph W. Burke, III, Councilmember Ward 2; Kevin Barber, Councilmember Ward 3; and John Berendzen, Councilmember Ward 4. The elected officials took their seats at the dais.

6. Presentations and Awards.

Mayor Turnbow read aloud a service plaque in recognition of outgoing Councilmember Kevin Kellogg.

7. Public Comments.

8. Mayor/Council Communication.

Mayor Turnbow and Councilmembers expressed appreciation to Kevin Kellogg for his service to the City, welcomed and congratulated the Mayor, returning Councilmembers and new Councilmember Dale Jacobson to the Council.

Mayor Turnbow and Councilmembers Jacobson, Burke, and Berendzen thanked the voters of their wards for voting for their position on Council and they look forward to continuing serving Raymore.

Councilmember Abdelgawad recognized the unsuccessful candidates for their commitment to the City.

Mayor Turnbow announced the seating at the dais would be changed for the following special meeting.

9. Adjournment.

Mayor Turnbow announced a short reception would be held in honor of the newly elected officials. The City Council special meeting will begin at 7:45 p.m.

MOTION: By Councilmember Barber, second by Councilmember Holman to adjourn.

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye

Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Jacobson	Aye
Councilmember Townsend	Aye

The regular meeting of the Raymore Council adjourned at 7:25 p.m.

Respectfully submitted,

Jeanie Woerner
City Clerk

THE RAYMORE CITY COUNCIL MET IN SPECIAL SESSION MONDAY, APRIL 8, 2019 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE, CIRCO, HOLMAN, JACOBSON, AND TOWNSEND, CITY MANAGER JIM FEUERBORN, AND CITY STAFF MEMBERS.

- 1. Call To Order.** Mayor Turnbow called the regular meeting to order at 7:45 p.m.
- 2. Roll Call.** City Clerk Jeanie Woerner called roll; quorum present to conduct business.
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**

Mayor Turnbow presented a proclamation to Raymore Communication Officers in recognition of National Public Safety Telecommunicators Week.

- 5. Personal Appearances.**
- 6. Staff Reports.**

Development Services Director Jim Cadoret provided a review of the staff report included in the Council packet and upcoming Planning and Zoning Commission agenda items.

Chief of Police Jan Zimmerman presented an audio recording from Raymore dispatch center on February 15 following a severe winter storm which displayed professionalism of the telecommunicators. She answered general questions from Council.

City Manager Jim Feuerborn announced agenda items for the April 15, 2019 Council work session.

- 7. Committee Reports.**
- 8. Consent Agenda.**

A. City Council Minutes, March 25, 2019

MOTION: By Councilmember Barber, second by Councilmember Holman to approve the Consent Agenda as presented.

DISCUSSION: Councilmember Jacobson announced he will be voting on the Consent Agenda as he has attended the last several meetings and reviewed the minutes.

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye

Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Jacobson	Aye
Councilmember Townsend	Aye

9. Unfinished Business. Second Readings.

A. Award of Contract - Buckingham Ct. Street Light Installation

BILL 3444: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BLACK & MCDONALD FOR THE BUCKINGHAM COURT STREET LIGHT INSTALLATION PROJECT, IN THE AMOUNT OF \$13,475 AND TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Jeanie Woerner conducted the second reading of Bill 3444 by title only.

MOTION: By Councilmember Barber, second by Councilmember Holman to approve the second reading of Bill 3444 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3444 as **Raymore City Ordinance 2019-031**.

10. New Business. First Readings.

A. Award of Contract - Screen Printing and Embroidery Services

BILL 3448: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING THE CITY MANAGER TO ENTER INTO A GUARANTEED PRICING CONTRACT WITH LIDDLE SPORTS SHOP TO PROVIDE SCREEN-PRINTING AND EMBROIDERY SERVICES."

City Clerk Jeanie Woerner conducted the first reading of Bill 3448 by title only.

Parks and Recreation Director Nathan Musteen provided a review of the staff report included in the Council packet. This contract supplies uniforms for Parks and Public Works staff and for youth sports and recreation activities.

MOTION: By Councilmember Barber, second by Councilmember Holman to approve the first reading of Bill 3448 by title only.

DISCUSSION: Councilmember Holman stated his appreciation to the representatives from Little Sports who are in attendance at this meeting.

VOTE:

Councilmember Abdelgawad	Aye
Councilmember Barber	Aye
Councilmember Berendzen	Aye
Councilmember Burke, III	Aye
Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Jacobson	Aye
Councilmember Townsend	Aye

B. Award of Contract - Beverage Vending and Supply Services Contract

BILL 3449: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT EXTENSION WITH PEPSI BEVERAGES COMPANY FOR BEVERAGE VENDING AND SUPPLY SERVICES."

City Clerk Jeanie Woerner conducted the first reading of Bill 3449 by title only.

Parks and Recreation Director Nathan Musteen provided a review of the staff report included in the Council packet. This contract is for beverages, beverage supplies and equipment for Parks concession stands.

MOTION: By Councilmember Barber, second by Councilmember Holman to approve the first reading of Bill 3449 by title only.

DISCUSSION: None

VOTE:

Councilmember Abdelgawad	Aye
Councilmember Barber	Aye
Councilmember Berendzen	Aye
Councilmember Burke, III	Aye
Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Jacobson	Aye
Councilmember Townsend	Aye

11. Public Comments.

12. Mayor/Council Communication.

Councilmembers thanked the Mayor for recognizing the Raymore Public Safety Telecommunicators and thanked the Telecommunicators for their dedication to public safety.

Councilmember Barber thanked the voters of his ward for his re-election and he looks forward to continuing serving Raymore.

Councilmember Burke recently attended a Raymore-Peculiar "You Matter" event which raises awareness on teen suicides.

Mayor Turnbow stated his honor in recognizing Raymore's Public Safety Telecommunicators.

13. Adjournment.

MOTION: By Councilmember Barber, second by Councilmember Holman to adjourn.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

The regular meeting of the Raymore Council adjourned at 8:26 p.m.

Respectfully submitted,

Jeanie Woerner
City Clerk

RESOLUTION 19-18

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND ACCEPTING THE 2018 MICRO SURFACE PROJECT."

WHEREAS, the Contract specifies that funds be retained until satisfactory completion of the project; and

WHEREAS, the Director of Public Works has determined that the project has been satisfactorily completed in accordance with the project specifications.

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

Section 1. The 2018 Micro Surface Project is accepted.

Section 2. The final payment in the amount of \$22,072.26 is approved.

Section 3. This Resolution shall become effective on and after the date of passage and approval.

Section 4. Any Resolution or part thereof which conflicts with this Resolution shall be null and void.

DULY READ AND PASSED THIS 22ND DAY OF APRIL, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

RESOLUTION 19-19

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND ACCEPTING THE PUBLIC IMPROVEMENTS OF MEADOWOOD 3RD PLAT, LOTS 86-94 AND LOTS 109-113."

WHEREAS, The Director of Public Works has determined that the project has been satisfactorily completed in accordance with the project specifications; and

WHEREAS, The Public Works Director and Development Services Director have visually inspected the site and found it to be in compliance with City of Raymore Code Requirements.

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

Section 1. The Public Improvements for Meadowood 3rd Plat, Lots 86-94 and Lots 109-113 are hereby accepted.

Section 2. This Resolution shall become effective on and after the date of passage and approval.

Section 3. Any Resolution or part thereof which conflicts with this Resolution shall be null and void.

DULY READ AND PASSED THIS 22ND DAY OF APRIL, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

RESOLUTION 19-20

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AND APPROVING THE SALE OR DISPOSAL OF OBSOLETE AND SURPLUS PROPERTY IN ACCORDANCE WITH SECTION 135.060 OF THE CITY CODE."

WHEREAS, Section 135.060 of the Raymore City Code provides;

SECTION 135.060: SURPLUS PROPERTY

- A. A detailed list of any surplus, obsolete, worn-out, or confiscated department property shall be submitted to the Purchasing Department with recommendation for disposal. The list will be circulated to all Department Heads. Upon request, items may be transferred to another department subject to approval of the City Manager.
- B. Surplus property may be sold by sealed bid or public auction with authorization of the City Council. Such items shall be stripped of all City identification prior to the sale. Unsold items may be junked and sold for scrap upon approval of the City Manager.

WHEREAS, the items listed in Exhibit A of this Resolution are not usable within the City and are recommended for sale or disposal.

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

Section 1. The property described in Exhibit A attached are declared surplus and shall be sold to the highest bidder, or disposed of if no longer usable.

Section 2. This Resolution shall become effective on and after the date of passage and approval.

Section 3. Any Resolution or part thereof which conflicts with this Resolution shall be null and void

DULY READ AND PASSED THIS 22ND DAY OF APRIL, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

Exhibit A

2019 Disposal Items

Dept.	Item Description	Auction Info	Serial Number	Asset #
IT	HP Procurve switch 5308xl	Model J4819A	SG742J202S	No Tag
	HP Procurve switch 5304xl		SG515JK083	No Tag
	HP Procurve network switch 2650 48 port		TW539SD0Y4	15-0813
	HP switch 2530-24			2254
	HP Procurve switch 1400-24G		CN8292F0W4	15-1137
	WatchGuard Firebox X700		808116752-30D8	01-0185
	WatchGuard Firebox X	No Power Cord	707001943-36FA	15-0814
	WatchGuard FireBox SOHO	No Power Cord	606214472-7B8B	01-0165
	WatchGuard FireBox XTM 3	No Power Cord	70AA043D7DDE3	2128
	NetGear FVS318	No Power Cord		01-0378
	Google Appliance		M2-KCAYMFEVBA2JS	No Tag
	Cisco 1841 Router		FTX1144W15N (Cisco 1841)	No Tag
	Dell Latitude D810 Widescreen Laptop	No Power Cord or Hard Drive Centrino Processor	66CKV81	01-0419
	Cisco 1700 Series Router			01-0566
	HP jetdirect 170x	No Power Cord		01-0058
	3Com WL-308	No Power Cord		15-0607
	HP jetdirect 175x	No Power Cord		50-0044
	HP jetdirect 175x	No Power Cord		15-1029
	HP jetdirect 175x	No Power Cord		50-0048
	3Com WL-308	No Power Cord		01-0139
	Symbol HotShot hand scanner		M69AAO	01-0151 / 1086
	1st Gen iPad 16GB	No Power Cord	GB0395MLA90	01-0632 / 2003
	2nd Gen iPad 16GB	No Power Cord	DMRGPSD0DFHW	2021
	Balance EZ17J Monitor	No Power Cord		15-0805
	Dell PowerEdge 2950 Server	No Hard Drives - 1x Xeon 4GB Ram	D879GF1	01-0457
	Dell PowerEdge T110 Server	No Hard Drives - 1x Xeon 8GB Ram		15-1286 / 5124
	DataLux Tracer TCU-TX204	No Power Cord	522845	15-1240
	DataLux Tracer TCU-TX204	No Power Cord		15-1343 / 5147
	DataLux Tracer TCU-TX204	No Power Cord	534894	2040
	Netopia DSL Modem	No Power Cord	4375464	01-0497
	COMPAQ iPAQ PocketPC		4G28DW3321C1	01-0110
	COMPAQ iPAQ PocketPC		4GSB23391KX	01-0132
	HP iPAQ PocketPC			06-2013
	HP iPAQ PocketPC		2CK6280CD4	01-0433
	Epson tm-h6000III receipt printer	No Power Cord		2268
	Epson tm-u220b receipt printer			25-0018 / 4070
	Planar PT191mu-bk 19" LCD Monitor		A595407S0412K0008	15-0690
	KDS 17XS 17" LCD Monitor		FIBZ49059319U	01-0193
	Polaroid CCM-1513			15-0809
	HP KB744AA			04-1957
	KDS Rad-5c 15" LCD Monitor	No Power Cord	WYUZ027059340U	01-0117
	2013 Apple iMac 24in	i7 8GB Ram	D25NNOR9F8J8	2212
	2013 Apple iMac 24in	i7 8GB Ram		2211
	Balance EZ17J	No Power Cord		01-0379
	KDS 17XS 17" LCD Monitor	No Power Cord	FIBZ3C1885330	15-0674
	Dell IN1910NF	Not Working		25-0030
	TrippLite SmartOnline UPS		9927ELCPS719200687	01-0639
	HP LaserJet P3015		VNB3Y54771	2083
	HP LaserJet P3015		JPBDS13491	2075
	Norcon Communication Window Intercom			2120
	Norcon Communication Window Intercom			2121
	Buffalo TS iSCSI ProII Ether Net	No Hard Drives	95823580600992	01-0470
	Acer AspireOne Netbook	No Operating System Atom Processor	LUS680B0659140552D16	15-1142
	Dell Latitude E5500 Laptop	No Operating System - Core 2 Duo Processor	5RJ27L1	01-0488
	Dell Optiplex 745	No Operating System - Core 2 Duo 2GB Ram	4DWJ2F1	15-1026 / 5093
	Dell Optiplex 780	No Operating System - Core 2 Duo 2GB Ram	3GMJL1	01-0492 / 1067
	Dell Optiplex 380	No Operating System - Core 2 Duo 2GB Ram	729JLN1	15-1290 / 5104
	Dell Optiplex 780	No Operating System - Core 2 Duo 1GB Ram	2HV65P1	25-0032 / 4062
	Acer Aspire 5515 Laptop	No Hard Drives - AMD Athlon Processor	LXAZ0Y001851137CD160	15-1143 / 5085
	Panasonic CF-74 Toughbook Laptop	No Hard Drives - Centrino Processor	8GKYA52973	15-1100
	Panasonic CF-74 Toughbook Laptop	No Hard Drives - Centrino Processor	8GKYA53003	15-1099 / 5144
	Dell Optiplex 3020	No Hard Drives - Core i5 8 GB Ram	BKWWMS2	2303
	Dell Optiplex 7010	No Hard Drives - Core i7 16 GB Ram	93NACX1	2079
	Dell Optiplex 390	No Hard Drives - Core i3 4 GB Ram	39VNYR1	2027
	Dell Optiplex 7010	No Hard Drives - Core i7 16 GB Ram	93L9CX1	2081
	Dell Optiplex 7010	No Hard Drives - Core i7 16 GB Ram	93N9CX1	2080
	Dell Optiplex 7010	Core i7 8 GB Ram	7NTV9Z1	2100
	Dell Optiplex 7010	No Hard Drives - Core i7 8 GB Ram	7NRW9Z1	2102
	Dell Optiplex 7010	No Hard Drives - Core i5 8 GB Ram	7NVW9Z1	2108
	Dell Optiplex 9010	No Hard Drives - Core i7 8 GB Ram	3NVVNW1	2060
	Epson WP-4540 Printer		NU9Y035482	2092
	HP Color LaserJet 4700n Printer		JPTLC22570	15-1020 / 5086
	DataLux Tracer TCU-TX200	No Power Cord	521918	15-1145
	DataLux Tracer TCU-TX200	No Power Cord	521922	15-1146
	Netopia DSL Modem	No Power Cord	32074668	No Tag
	SMC Networks Modem	No Power Cord	H21205254AB2	No Tag
	HP Tape Drive		PHM071516A	No Tag
	Netopia T1 Router R5300		7753088	No Tag
	ViewCast Encoder	Model 96-01275	VW09160019	No Tag
	2nd Gen iPad 16GB		DKVGT0UNDKNV	No Tag
PD				
	Concept Seating Dispatch Chair, black leather	broken, stuck in recline mode		5061
PKS				
	Player Benches - Red, Yellow, Blue, Brown and Tan with Legs	2 Pallets		
	Land Pride 3 point Aerator	Works, Good Condition		
	Motorola Hand Radios with Chargers - 7 Total	Working condition unknown but will need new batteries		
	Honda 3500 PSI Power Washer	Works, but is old and missing front stand		
	Kromer 15 Gallon Field Painter	Works, good condition		
	Husgvama Push Mower	Old but works		
	Small Interior Floor AC Unit	Works		

Unfinished Business



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: April 8, 2019

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

- | | | | |
|---|-------------------------------------|---------------------------------------|---|
| <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution | <input type="checkbox"/> Presentation | <input type="checkbox"/> Public Hearing |
| <input checked="" type="checkbox"/> Agreement | <input type="checkbox"/> Discussion | <input type="checkbox"/> Other | |

TITLE / ISSUE / REQUEST

Bill 3448 - Screen Printing and Embroidery Contract, The Liddle Sport Shop

STRATEGIC PLAN GOAL/STRATEGY

Goal 1.1 - Develop a Compelling Community Identity and Brand

FINANCIAL IMPACT

Award To: Dunn Right LLC dba The Liddle Sport Shop
Amount of Request/Contract:
Amount Budgeted:
Funding Source/Account#: Parks / Public Works

PROJECT TIMELINE

Estimated Start Date
April 2019

Estimated End Date
March 2022

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Parks and Recreation Board
Date: March 26, 2019
Action/Vote: Presentation Only - No Action Required

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Parks & Recreation Department manages the Screen Printing and Embroidery Services Contract for the City. This contract provides uniform t-shirts and City-branded apparel for the Public Works Department and the Parks & Recreation Department.

The current contract expires at the end of April 2019. In January, staff sent out a request for proposal for these services. This RFP also included league/activity uniforms.

Staff received six proposals. Three proposals qualified as complete bids in the required areas. Using the pricing on a basket of goods to evaluate each bid, The Liddle Sport Shop of Lee's Summit is found to be the lowest, best, most responsive bid.

BILL 3448

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A GUARANTEED PRICING CONTRACT WITH LIDDLE SPORTS SHOP TO PROVIDE SCREEN-PRINTING AND EMBROIDERY SERVICES.”

WHEREAS, staff publicly advertised and bid for screen-printing and embroidery services at guaranteed pricing, and;

WHEREAS, staff reviewed proposals and found Liddle Sports Shop to be the best, lowest and most responsive proposal.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:

Section 1. The City Manager is directed to enter into a guaranteed pricing contract with Liddle Sports Shop to provide screen-printing and embroidery services.

Section 2. The City Manager is authorized to approve change orders for this project within established budget constraints.

Section 3. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor’s signature and attestation by the City Clerk.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 8TH DAY OF APRIL, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 22ND DAY OF APRIL, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

SCREEN PRINTING AND EMBROIDERY

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 22nd day of April, 2019, between The Liddle Sport Shop, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 100 NE Tudor Road, Lees Summit, MO 64086, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, 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 May 1, 2019 and coincidental with the City Manager'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 materials as specified in Request for Proposal 19-005 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. Contractor agrees to provide all labor, materials, tools, 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 insurance 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

Contractor agrees to perform screen printing and embroidery services as prescribed in the RFP document. This contract is for services provided in a one year period beginning May 1, 2019 and ending April 30, 2020. This term shall automatically renew for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

ARTICLE III CONTRACT SUM AND PAYMENT

The City agrees to pay the Contractor for services provided based upon the guaranteed pricing proposed in the Request for Proposal response submitted by the contractor and attached as Appendix A.

ARTICLE IV CONTRACT PAYMENTS

The City agrees to pay the Contractor for the completed work as follows: The Contractor shall provide the City with invoices for services provided. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Contractor's work. 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.

In the event of the Contractor's failure to perform any of the duties as specified in this contract, attachments, and addendums, or to correct an error within the time stipulated and agreed upon by both parties, the City shall have the right to deduct an amount not to exceed twenty-five (25%) per invoice.

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix A.

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

ARTICLE V INSURANCE REQUIREMENTS

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

Contractor shall provide workers compensation insurance, as required by local, state and federal authority, to cover himself, employees and/or agents employed at his direction.

The insurance company providing such coverage shall be satisfactory to the City.

Contractor agrees to hold harmless and indemnify the City from any liability for damage, injury or death arising out of the work performance of 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 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 will promptly repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired, 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.

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.

ARTICLE VII RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and shall designate a representative 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 delay or cancellation of performance and execute this agreement in writing.

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

All materials and supplies will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

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.

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 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 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. Buyer 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 at The City of Raymore 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.

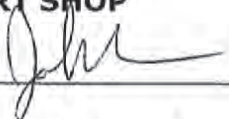
THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager


Attest: _____
Jean Woerner, City Clerk

(SEAL)

THE LIDDLE SPORT SHOP

By: _____


Title: _____
Owner

Attest: _____


APPENDIX A

SCOPE OF SERVICES AND SPECIAL PROVISIONS

1.0- GENERAL:

The successful Contractor will provide all materials, equipment, staffing, and supplies necessary to perform screen printing and embroidery services, including the t-shirts and sweatshirts to be delivered, for the prices quoted in response to this request for proposals. Prices quoted by the contractor shall remain in effect through the contract period, regardless of changes in prices affecting the contractor. The City will award a single contract for all items.

The City shall supply the City logo, Parks and Recreation logo, Public Works logo, and any other pertinent artwork to the contractor. Information regarding the format of the artwork and logos is included in the request for proposals bid sheet and must be completed in order for the proposal to be considered responsive.

Orders larger than 250 pieces are expected to have a maximum two-week turn around time from delivery of artwork to the contractor. Sizes will be provided by the City as quickly as they are available. Smaller orders are expected to have a maximum turn around time of five (5) business days. Screen and embroidery work is expected to be of the highest quality. The successful contractor will be given sponsor artwork which will be expected to be screened exactly on the uniforms. Often this artwork is delivered to the City in PDF or jpeg format. Light color screens on dark color t-shirts are expected to be double hit to ensure a high quality result. The City reserves the right for final approval of all artwork prior to screen printing on team uniforms and City approval is required for sponsor logos.

T-shirt material is also expected to be of the highest quality. Samples of the materials to be used shall be approved by staff before screen printing begins. To keep the level of quality high, pre-shrunk 100% cotton shall be used, unless stated otherwise, when screen printing or embroidering shirts.

For the purposes of comparison of vendor pricing, please submit a minimum of five (5) samples of articles of clothing with the proposal response. Items shall be delivered bagged and labeled with RFP number. If items are to be returned please state so on the packaging.

The table below represents the approximate quantity of t-shirts and sweatshirts purchased in 2017-18 in an effort to assist bidders in proposing unit costs in response to this 2019 fiscal year request. Quantities shown are meant to represent typical ordering quantities and not specifications for orders to be placed. At the time articles are required, the City will finalize specifications and quantities for purchase, within the City's budgetary restrictions. Additional quantities may be ordered. Staff uniforms are screened or embroidered with one-color logos.

Category	Clothing Article	Specifications (one-color screen print unless specified below)	Size Range	Quantity
<i>Staff Uniforms - Parks</i>	Long sleeve t-shirts with pocket	Color - ash grey or heather Heavy weight (>5 oz.), pre-shrunk 100% cotton Pocket on left chest Park logo on right chest	Adult L, XL, XXL, XXXL	30
	Short sleeve t-shirts with pocket	Color - ash grey or heather, Pocket T Heavyweight (>5 oz.), pre-shrunk Park logo - right chest	Adult M, L, XL, XXL, XXXL	40
	Hooded, zip-up sweatshirts	Color - ash grey or heather, heavyweight (>9 oz.), metal zipper, Park logo embroidered on left chest	Adult L, XL, XXL, XXXL	15
	Baseball Caps	100% Cotton twill, adjustable, mesh sides and back trucker hat, "Tree Logo" embroidered, color varies	One size fits all	20
	Special Event Neon Staff	Safety green t-shirt color, park logo on left chest, "STAFF" on back of shirt	Adult M, L, XL	30
<i>Recreation/ Concessions Staff</i>	Short Sleeve t-shirts	Color - varies Heavy weight (>5 oz.), pre-shrunk 100% cotton Park logo on right chest "STAFF" on back	Adult S, M, L, XL, XXL	80
	Polo's	Color - varies pre-shrunk 50/50 blend cotton/polyester Park logo on left chest	Adult S, M, L, XL, XXL	30
<i>Staff Uniforms - Public Works</i>	Long Sleeve t-shirts	Color - safety green Heavy weight (>5 oz.), pre-shrunk 100% cotton Pocket on left chest Public Works logo on right chest	Adult L, XL, XXL, XXXL	100
	Short sleeve t-shirts	Color - safety green Pocket T, Heavyweight (>5 oz.), pre-shrunk 100% cotton Public Works logo - right chest	Adult L, XL, XXL, XXXL	200

	Hooded Zip-up sweatshirts	Color – safety green, Heavyweight (>7 oz.), Game Work wear w/ 3M reflective stripe on sleeves Public Works logo embroidered on left chest	Adult L, XL, XXL, XXXL	50
	Hooded Pullover Sweatshirts	Color – safety green Heavyweight (>7 oz.) Public Works logo embroidered on left chest	Adult L, XL, XXL, XXXL	45
	Crew neck pullover sweatshirts	Color – safety green Heavyweight (>7 oz.) Public Works logo embroidered on left chest	Adult L, XL, XXL, XXXL	10
<i>Youth Coach Shirts</i>	Coaches' t-shirts	Short sleeve dry fit, Logo on right front chest "Coach" on back Color to mach team	Adult S, M, L, XL, XXL, XXXL	250
<i>Youth Baseball League Uniforms</i>	Boys' Jerseys	Short-sleeve dry fit Logos and colors to match team sponsors 6" Numbers on back	Youth S, M, L, XL Adult S, M, L, XL	650
	Girls' Jerseys	Sleeveless dry fit Logos and colors to match team sponsors 6" Numbers on back	Youth S, M, L, XL Adult S, M, L, XL	155
	T-ball shirts	Short sleeve, moisture wicking, logos and colors to match team sponsors 6" numbers on back	Youth XS, S, and M	200
	Baseball Caps	Embroidered league logo, 5-panel cotton twill, adjustable, plastic snap enclosure	Youth (6-12 year olds) Adult (13 yrs and up)	640
	Visors	Embroidered league logo, cotton twill, 2 1/4" crown, adjustable, Velcro closure	One size	175
<i>Special Events</i>	Short Sleeve t-shirts <i>2 Color Logo</i>	Color – varies Heavy weight (>5 oz.), pre-shrunk 100% cotton Logo varies per program	Adult S, M, L, XL, XXL	1000
<i>Program Shirts</i>	Short sleeve t-shirts <i>1 Color Logo</i>	Color – varies Heavy weight (>5 oz.), pre-shrunk 100% cotton Logo varies per program	Adult S, M, L, XL, XXL	400

<i>Volleyball League Uniforms (2 seasons)</i>	Player Jerseys	Moisture wicking v-neck sleeveless t-shirts Color – varies League artwork screened on front (1-color)	Youth S, M, L, XL Adult S, M, L, XL	200
<i>Soccer League Uniforms (2 Seasons)</i>	Player Jerseys	Moisture wicking t-shirts Color – varies League artwork screened on front (1-color) 6" numbers on back	Youth S, M, L, XL Adult S, M, L, XL	500
	Club Uniforms	Club uniform kit includes adidas top, short, and socks. 6" numbers on uniform top	Youth S, M, L, XL Adult S, M, L, XL	200
<i>Summer Camp</i>	Camper shirts	Short sleeve t-shirts, 50/50 blend, logo of camp imprinted Color – varies	Youth XS, S, M, L, Adult S, M	150
<i>Basketball League</i>	Player Jerseys	100% poly rib neck trim with contrast fabric inset. Sleeveless finished armhole Color – varies Logo Screened on Front Number screened on Back	Youth XS, S, M, L, Adult S, M, L, XL	250

9. ADDITIONAL BIDDING INFORMATION

9.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 19-005

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 Parks and Recreation Director or their authorized representative(s) in consultation with the Finance Director. The Contractor shall not comply with requests and/or orders issued by an unauthorized individual. The Parks and Recreation Director will designate their authorized representatives in writing. Both the City of Raymore and the Contractor must approve any changes to the contract in writing.

B. *Contract Period*

Award of this contract is anticipated prior to the end of April 2019, with the initial term beginning May 1, 2019 and ending April 30, 2020. This term shall automatically renew for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

C. *Insurance*

The Bidder/Contractor shall procure, maintain, and provide proof of, insurance coverage 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 Raymore by the Bidder/Contractor, its agents, representatives, employees or subcontractors. The City of Raymore 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.

Insurance requirements are minimums required for a City Occupational License. General Liability \$300,000 and workers compensation if required by State statute.

D. *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 Raymore, 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.

E. *Exemption from Taxes*

The City of Raymore 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.

F. *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.

G. *Invoicing and Payment*

The Bidder shall submit invoices, in duplicate, for services outlined above in the scope of services.

Invoices shall be based on the following schedule:

At completion of work – the contractor shall invoice for amounts due. 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 Raymore 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 Bidder/Contractor shall provide complete cooperation during any such investigation.

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

H. *Cancellation*

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

I. *Contractual Disputes*

The Contractor shall give written notice to the City of Raymore 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 Raymore 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 Finance Director, or her designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

J. *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.

K. *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 Raymore codes.

L. *Drug/Crime Free Work Place*

The Bidder acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Raymore 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 Bidder 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 Raymore in addition to any criminal penalties that may result from such conduct.

M. *Inspection*

At the conclusion of each job order, the Bidder shall demonstrate to the Parks and Recreation 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 Bidder/Contractor at the Bidder's/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 Raymore.

N. *No 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.

O. *Permits/Certificates*

The successful Contractor shall be responsible for obtaining all permits/certificates, and for incurring all expenses associated with those items, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Occupational License" required of all contractors doing business within the City limits of Raymore. This permit can be obtained from the office of the City Clerk, 100 Municipal Circle, Raymore, Missouri, 64083.

P. *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.

Q. *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.

R. *Affidavit of Work Authorization and Documentation*

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.

PROPOSAL FORM A
RFP 19-005

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) John Dunn having authority to act on behalf of (Company name) Dunn Right LLC dba Liddle Sport Shop do hereby acknowledge that (Company name) Dunn Right LLC dba Liddle Sport Shop will be bound by all terms, costs, and conditions of this proposal for a period 90 days from the date of submission; and commit to sign the Agreements.

FIRM NAME: Dunn Right LLC dba The Liddle Sports Shop

ADDRESS: 100 NE Tudor Road Suite 111
Street

ADDRESS: Lee's Summit Mo 64086
City State Zip

PHONE: 816 944 4111

E-MAIL: john@liddle.sports.com

DATE: 1/3/19 [Signature]
(Month-Day-Year) Signature of Officer/Title

DATE: _____
(Month-Day-Year) Signature of Officer/Title

Indicate Minority Ownership Status of Bidder (for statistical purposes only):
Check One:

- MBE (Minority Owned Enterprise)
- WBE (Women Owned Enterprise)
- Small Business

PROPOSAL FORM B
RFP 19-005

CONTRACTOR DISCLOSURES

The Contractor submitting this RFP shall answer the following questions with regard to the past five (5) years. If any question is answered in the affirmative, the Firm shall submit an attachment, providing details concerning the matter in question, including applicable dates, locations, names of projects/project owners and circumstances.

1. Has the Firm been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise? Yes ___ No
 2. Has the Firm been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency, or private enterprise? Yes ___ No
 3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded? Yes ___ No
 4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project? Yes ___ No
 5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked? Yes ___ No
 6. Have any liens been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers? Yes ___ No
 7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company? Yes ___ No
 8. Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety laws? Yes ___ No
- *With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*
9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business? Yes ___ No
 10. Has the Firm been the subject to any bankruptcy proceeding? Yes ___ No

Legal Matters

1. Claims, Judgments, Lawsuits: Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Firm that involve potential damages of \$10,000 or more in the past 48 months?

___ Yes No If yes, provide details in an attachment.

2. Complaints, Charges, Investigations: Is the Firm currently or has the firm been the subject of any complaint, investigation or other legal action for alleged violations of law pending before any court or governmental agency within the past 48 months ?

___ Yes No If yes, provide details in an attachment.

Required Representations

In submitting this RFP, the Firm makes the following representations, which it understands are required as a condition of performing the Contract Work and receiving payment for same.

1. The Firm will possess all applicable professional and business licenses required for performing work in Raymore, Missouri.
2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Firm and all subcontractors that are employed or that may be employed in execution of the Contract Work shall be in full compliance with the City of Raymore requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.
5. The Firm represents that it has no conflicts of interests with the City of Raymore if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.
6. The Firm represents the prices offered and other information submitted in connection with its proposal for the Contract Work was arrived at independently without consultation, communication, or agreement with any other offeror or competitor.

7. The Firm will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

PROPOSAL FORM C
 RFP 19-005

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, the proposing firm must be in business for a minimum of 3 years and must demonstrate that they, or the principals assigned to this project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Raymore. *Please list any Municipalities that you have done work for in the past 48 months.

Please provide a minimum of five references where your firm has performed similar work to what is being requested in the RFP and within the past 36 months. Please include ONLY the following information:

- Company Name
- Mailing Address
- Contact Person/Email
- Telephone Number
- Project Name, Amount and Date completed

COMPANY NAME	City of Raymore
ADDRESS	227 Municipal Circle Raymore Mo 64083
CONTACT PERSON	John McLain
CONTACT EMAIL	jmclain@raymore.com
TELEPHONE NUMBER	816 - 322 2791
PROJECT, AMOUNT AND DATE COMPLETED	Screen printing, Embroidery + uniforms \$60,000 /yr Ongoing

COMPANY NAME	MEYER MUSIC
ADDRESS	1512 Hwy 40 Blue Springs mo 64015
CONTACT PERSON	Tom Meyer
CONTACT EMAIL	tom.meyer@meyermusic.com
TELEPHONE NUMBER	816 309 1219
PROJECT, AMOUNT AND DATE COMPLETED	Screen printing & Embroidery \$100,000 /yr Ongoing

COMPANY NAME	OAK Grove School District
ADDRESS	605 SE 12 th St. OAK Grove Mo
CONTACT PERSON	WAYNE McGinnis
CONTACT EMAIL	064FLMAC@yahoo.com
TELEPHONE NUMBER	816 721 7772
PROJECT, AMOUNT AND DATE COMPLETED	Screen prints, Embroidy, uniforms, equipment \$36,000 /yr ongoing

COMPANY NAME	Lee's Summit School District
ADDRESS	Lee's Summit Mo
CONTACT PERSON	VARIOUS -
CONTACT EMAIL	VARIOUS
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	Screen prints, Embroidy, uniforms, equipment \$100,000 + /yr ongoing

COMPANY NAME	North Kansas City School District
ADDRESS	
CONTACT PERSON	VARIOUS
CONTACT EMAIL	VARIOUS
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	Screen prints, embroidery, uniforms, equipment \$80,000 /yr ongoing

State the number of Years in Business: 50

State the current number of personnel on staff: 13

PROPOSAL FORM D

RFP 19-005

Proposal of Dunn Right LLC, organized and
(Company Name)
existing under the law of the State of Missouri, doing business
as The Little Sport Shop (*)

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 19-005 – Screen Printing and Embroidery.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) _____, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Bidder hereby agrees to commence work under this contract on or before the date specified in the *Notice to Proceed* and to fully complete the project in accordance with the completion dates specified in the Special Provisions.

Bidder further acknowledges that bidder is the official holder of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri."

(*) Insert "a corporation, a partnership, or an individual" as applicable.

BID PROPOSAL FORM E – Project No. 19-005
SCREEN PRINTING AND EMBROIDERY SERVICES

BID SHEET

1. Comments/Amendments to Scope of Services:

2. Cost for Screen Print/Embroidery Artwork Preparation Services:

Artwork Format(s) required

Any but .AI or .CDR preferred

Charge to convert artwork to format required

\$ NONE

3. Delivery Charges:

Charge to Deliver completed orders to 1021 S. Madison, Raymore

\$ None

4. Other Standard Charges per Order:

Please list set-up charges (or other charges) per order. Use a separate page if necessary.

None

5. Standard catalog discount for any items ordered that are not priced in the chart below.

Please list any discount percentage you offer on items not specified here:

25 %

6. Approximate days from receipt of order to delivery to 1021 S Madison.

2 weeks

7. Guaranteed Clothing Article Pricing (per single unit)

Category	Clothing Article	Brand Name/Style Other information	Price/unit for standard sizes S,M,L, XL	Price/unit for adult XXL/XXXL
Staff Uniforms - Parks	Long sleeve t-shirts	G. Idan 2410	9 ⁹⁵	11 ⁴⁴
	Short sleeve t-shirts	G. Idan 2300	7 ⁴⁸	9 ⁴⁸
	Hooded, zip-up sweatshirts	PC902H part + curry	17 ⁹⁰	21 ⁹⁰
	Baseball Caps	C911 Port Authority	7 ⁹⁰	—
	Special Event Neon Staff	G. Idan 2000	5 ⁸⁵	7 ⁴⁵
Recreation/Conc essions Staff	Short sleeve t-shirts	G. Idan 2000	5 ⁸⁵	7 ⁴⁵
	Polo's	Jerzee 437M	11 ⁹⁸	13 ⁹⁸
Staff Uniforms - Public Works	Long Sleeve t-shirts	G. Idan 2410	9 ⁹⁵	11 ⁴⁴
	Short sleeve t-shirts	G. Idan 2300	7 ⁴⁸	9 ⁴⁸
	Hooded Zip-up sweatshirts (The Game)	GAME 825	43 ⁹⁷	46 ⁹⁷
	Hooded Pullover Sweatshirts	G. Idan 18500	16 ⁸⁰	20 ⁸⁰
	Crew neck pullover sweatshirts	G. Idan 18000	10 ⁴⁸	12 ⁹⁷
Youth Team Coach Shirts	Coaches' t-shirts	Chpro BST 99	7 ⁸⁵	9 ⁴⁵

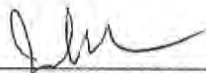
Youth Baseball League Uniforms	Boys' jerseys	BST 99 Champs	7 ⁸⁵	9 ⁴⁵
	Girls' jerseys	BADGER 4/163/2163	10 ⁶²	10 ⁶²
	T-ball shirts	BST 99 Champs	9 ⁸⁵	9 ⁴⁵
	Baseball Caps	OC Sports 62455	5 ²⁸	—
	Visors	oc Sports PCTV	5 ³⁸	—
Special Events	Short sleeve t-shirts (3-color logo)	G. I. Don 2000	5 ²⁰	6 ⁷⁵
Program shirts - Adult leagues	Short sleeve t-shirts (2-color logo)	G. I. Don 2000	4 ⁰⁰	6 ⁶⁰
Volleyball League Uniforms (2 seasons)	Player jerseys	BADGER 4/163/2163	10 ⁶²	10 ⁶²
Soccer League Uniforms (2 seasons)	Player jerseys	BST 99 Champs	7 ⁸⁵	9 ⁴⁵
	Adidas uniform kits	Squadra 17 jersey + short Copa Zone IV sock	Youth - 37 ⁹² Adult - 41 ⁸⁴	Youth 37 ⁹² Adult 41 ⁸⁴
Summer Camp	Camper shirts	G. I. Don 8000	4 ³⁵	6 ¹⁰
Miscellaneous	Polo/Button Down Shirts	25-40% off CATALOG prices + Embroidery charge of \$5 ⁰⁰		
Miscellaneous	Light Jackets/Windbreaker	25-40% of CATALOG prices		

**PROPOSAL FORM E - CONTINUED
19-005**

A. Other Information

- Are you the shirt supplier for any other organization(s)? If so, please name the organization(s). We print shirts for 100's of organizations. Our biggest one listed in our references
- Explain in detail your firm's warranty on its services. We will replace any shirts that have defects of any kind

Company Name Dunn Right LLC dba the Little Sport Shop

By 
Authorized Person's Signature

John Dunn
Print or type name and title of signer

Company Address 100 NE TUDOR ROAD
Suite 111
Lee's Summit, MO 64086

Phone 816 944 4111

Fax 816 228 4000

Email john@littlesports.com

Date ~~2/13/19~~ 2/13/19

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

AFFIDAVIT

(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 John Dunn, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: John Dunn

Company: Dunn Right LLC John The Little Sport Shop

Address: 100 NE TUDOR Rd Suite 111 Leas Summit Mo 64086

- 1 I am of sound mind and capable of making 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 Raymore: Project # 19-005.
- 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.

Denn Right LLC dba The Little Sport Shop
Company Name

[Signature]
Signature

Name: John Ann

Title: Owner

Joan Vande Voort
Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: March 26, 2021
ID #16140281

STATE OF Missouri COUNTY OF Jackson

Subscribed and sworn to before me this 1st day of February, 2019.

Notary Public: Joan Vande Voort

My Commission Expires: 3/26/2021 Commission # 16140281

PLEASE NOTE: Acceptable enrollment and participation documentation consists of the following 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.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: April 8, 2019

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3448 - Beverage Vending & Supply Services, Pepsi Beverage Company

STRATEGIC PLAN GOAL/STRATEGY

Goal 4.3.2 - Establish a strong connection between the budget & strategic plan

FINANCIAL IMPACT

Award To: Pepsi Beverages Company
Amount of Request/Contract:
Amount Budgeted:
Funding Source/Account#: Parks / Administration

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
May 2019	April 2022

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Parks and Recreation Board
Date: March 26, 2019
Action/Vote: Presentation Only - No Action Required

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Parks & Recreation Department manages the Beverage Vending Contract for the City, which provides beverage equipment and supplies to the department's concession stands and vending machines at City Hall. The current contract is scheduled to expire at the end of April 2019.

During construction of the Raymore Activity Center, the Parks & Recreation Department negotiated an extension of the contract with Pepsi Beverages Company.

The recommended extension will expire on April 30, 2022.

BILL 3449

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT EXTENSION WITH PEPSI BEVERAGES COMPANY FOR BEVERAGE VENDING AND SUPPLY SERVICES."

WHEREAS, staff publicly advertised and bid for beverage vending and supply services in 2016, and;

WHEREAS, the 2016 contract allows for an extension if the partnership remains beneficial, and;

WHEREAS, the City of Raymore agrees to extend the contract for an additional three years.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:

Section 1. The City Manager is authorized to extend the contract with Pepsi Beverages Company for an additional three years to provide beverage vending and supply services.

Section 2. The City Manager is authorized to approve change orders for this project within established budget constraints.

Section 3. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 8TH DAY OF APRIL, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 22ND DAY OF APRIL, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



**CITY OF RAYMORE
CONTRACT EXTENSION**

BEVERAGE VENDING AND SUPPLY SERVICES

Agreement made this 22nd day of April, 2019, between Pepsi Beverages Company, an entity organized and existing under the laws of the State of Kansas, with its principal office located at 1775 Kansas City Road, Olathe, KS 66061, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

This contract extension and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract extension will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract extension 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 extension and those contained in the proposal they will be resolved in accordance with the terms of this contract extension.

This contract extension is effective as of May 1, 2019 and coincidental with the City Manager'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 materials as specified in original Request for Proposal 16-007, the work described in Appendix A of this contract, and the work outlined in the Pepsi Beverages Company amendment attached herein and incorporated as a part of Appendix A of this contract extension, 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. 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**

Contractor agrees to perform beverage vending and supply services as prescribed in the RFP document and attached amendment. The work as specified under this contract extension shall begin on May 1, 2019 and shall continue through April 30, 2022. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III GUARANTEED PRICING CONTRACT

The City agrees to pay the Contractor for services provided based upon the guaranteed pricing proposed in the RFP response and amendment submitted by the contractor.

ARTICLE IV CONTRACT PAYMENT

The City agrees to pay the Contractor for the completed work as follows: The Contractor shall provide the City with monthly billings for supplies delivered. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Contractor's work. 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.

In the event of the Contractor's failure to perform and of the duties as specified in this contract extension, attachments, and addendums, or to correct an error within the time stipulated and agreed upon by both parties, the City shall have the right of non payment for services not rendered.

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B.

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VII RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and shall designate a representative 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 subcontractors and their employees and be responsible for the work performed by subcontractors hired by the contractor.

Contractor agrees to obtain and maintain, during the term of this contract extension, 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 subcontractors 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 subcontractors 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.

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 email. 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 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 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. Buyer 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 at The City of Raymore 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.

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Jean Woerner, City Clerk

(SEAL)

PEPSI BEVERAGES COMPANY

By: _____
John A. Anderson

Title: _____
F.S.S.R.

Attest: _____
Debra H. Nash

APPENDIX A

SCOPE OF SERVICES AND SPECIAL PROVISIONS

It is the intent that this contract extension be awarded to a single supplier based on all relevant considerations including, but not necessarily limited to, the variety of product available, relevant retail costs of product, commission rate, company ability to perform timely and accurate service, ability to provide product in emergency situations or any other evaluative aspect which may impact this contract extension. The successful provider's first and major concern shall be service and at the same time have the product priced at an economical level which will maintain a profit.

2.1 Licenses and Permits:

The successful bidder shall secure all licenses imposed by law and ordinances, which shall include a current City of Raymore, MO, Business License. This requirement shall be the responsibility of the Contractor for the duration of the contract. Application for City Business License may be obtained by going to the City of Raymore Website.

2.2 Failure to Deliver:

In case of failure to deliver services in accordance with the Contract terms and conditions, RPR, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which RPR may have. RPR shall be entitled to offset such costs against any sums owed by the Contractor to RPR under this contract extension. The Contractor will have three opportunities to correct problems/issues before cancellation of the contract extension.

2.3 Prices

Pricing for beverages shall be consistent with the Contractor's proposal. RPR and the Contractor will agree on product stocking and pricing. Pricing shall be established to be uniform throughout all Raymore facilities. RPR and the Contractor will review pricing strategies during semi annual meetings to determine price increases or decreases for any given building or product that would result in a change in the cost of product to the public consumer.

2.4 Independent Contractor

The relationship of the Contractor to RPR and user groups shall be that of an independent Contractor. Neither Contractor nor any of its employees shall be held or deemed in any way to be an agent, employee or official of the City.

2.5 Assignment and Subcontracting

The Contractor shall not assign or subcontract the work, or any part thereof, without the previous written consent of RPR, nor shall they assign, by power of attorney or otherwise, any of

the money payable under the Contract unless written consent of RPR has been obtained. In case the Contractor is permitted to assign monies due or to become due under the contract, the instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of the work.

2.6 Right of Owner to Terminate Contract

RPR, upon written notice, may terminate this contract extension, or any part thereof, as a result of the Contractor's failure to render to the satisfaction of RPR, the material, work and/or services required of it, including progress of the work and such abandonment or termination shall not be deemed a breach by RPR. RPR shall be the sole determinant in all termination for cause issues. The Contractor shall not be entitled, nor shall RPR give any consideration to claims for this contract extension, or any part hereof, by RPR for cause. Such termination may come about for the sole convenience of RPR. Upon receipt of written notification from RPR that this contract extension or any part hereof, is to be terminated, the Contractor shall immediately cease operation of the work stipulated. RPR's evaluation shall be entitled to just and equitable payment in accordance with this contract extension for any uncompensated work satisfactorily performed prior to such notice.

2.7 Locations

Contractor shall place vending machines and fountain machines only in those locations designated by RPR. RPR reserves the right to add or subtract from the total number of vending machines and fountain machines in place at any given time and the same criteria shall apply to all machine placements and/or replacements as may apply under this agreement. The term "placements" shall be construed to include multiple units within a single location as well as multiple locations within a single site. Contractor shall not change the physical location of any vending machine or fountain machine in any manner from the specific locations designated and approved without the prior written consent of RPR or their authorized representative.

2.8 Beverage Types

Contractor shall provide product in bottles, cans, bag-in-the-box formats and/or beverage vending. Drinks shall include but are not limited to the following:

- ❖ cola (regular and diet)
- ❖ caffeine free (regular and diet)
- ❖ lemon/lime (regular and diet)
- ❖ root beer (regular and diet)
- ❖ carbonated/non-cola (regular and diet)
- ❖ sports drinks
- ❖ energy drinks
- ❖ bottled water
- ❖ juice
- ❖ tea
- ❖ fruit punch

Contractor shall abide by all county, city, state and federal laws, ordinances, rules and regulations, expressly including, but not limited to, operation and maintenance of vending machines. Contractor shall obtain and preserve all applicable state, federal and local licenses and/or permits required for the operation of beverage vending machines.

2.9 Equipment

All equipment shall operate on regular wall voltage -110VAC. All plugs shall be three pronged, properly grounded. Energy efficient units shall be used by the contractor wherever possible. Back up machines shall be available in the event that one will be out of order longer than 24 hours.

It is not anticipated RPR will need to move any of the machines, however, in the event of an emergency or need; RPR reserves the right to have the Contractor move machines for cleaning or allow any unit to be moved in response to resolution of a problem.

Industry improvements to vending operations that occur during the term of this contract shall be incorporated by the Contractor in subsequent installations. Each beverage vending machine shall have capability to handle the following items/functions:

- a. Dispense a variety of items, not limited to a single type item or brand of items;
- b. Be properly equipped with a non-resettable counter for recording all sales by each machine;
- c. Receive and give coin change for one dollar bills. The Contractor will be entirely responsible for funding change machines and for their proper operations and functions. Contractor must refund any monies lost in vending machines within seven (7) days.
- d. Each machine location must provide information to the RPR where malfunctions, product quality comments and refund requests may be made. This may be accomplished using a local or toll free number or by collect call privileges.
- e. Complete set-up for all fountain machines.

Upon completion of installations, Contractor shall provide a list of all their equipment and all locations of said equipment, to RPR, and certify that each unit is in proper working order in accordance with original equipment manufacturer's specifications including any/all electrical and/or plumbing connections, drainage, stability, etc. as is appropriate to the unit.

The City of Raymore understands that repairs required due to vandalism affect the quality of service and cost of products sold to customers. In an effort to reduce vandalism, security cameras have been placed at all outdoor venues where vending machines are installed.

2.10 Installation

Machines will be installed at locations listed herein, however, title ownership of each machine shall be retained by the Contractor, who shall be responsible for the equipment at all times and in all respects. RPR shall neither own, rent, nor lease the machines in conjunction with this contract.

Contractor shall bear all costs to deliver, install, stock, maintain, repair and remove all vending machines placed under this contract, including replacement machines.

2.11 Maintenance/Product Delivery

Product delivery will be coordinated with RPR. Contractor must have the ability to deliver product a minimum of once per week and product must remain fresh and not allowed to out date. Standard delivery time frames shall be established by contract. On occasion a facility may run out of product requiring an emergency delivery. Emergency deliveries must be made within 2 hours. The contractor will provide one single point of contact for RPR. The single point of contact will be the person called for product and service issues. The contractor will provide all contact information for the contact person including, but is not limited to; cell phone, office phone, pager, email address, and mailing address.

Contractor shall maintain all vending machines and fountain machines in good working order when installed and thereafter to completion of the agreement. RPR shall have no liability to Contractor for maintenance of the equipment or any damage to machines by a third party and Contractor shall not make any claim against, or seek recovery from, RPR or the user groups for any loss or damage to the vending machines or fountain machines.

Contractor must be available to service fountain machines placed via this agreement within a eight-hour time frame Monday - Friday. Contract beverage vending machines shall be repaired within eight hours of a reported malfunction. Any request for service after 3:00 P.M. must be serviced no later than noon of the next work day.

For purposes of this proposal, maintenance shall be construed to include a regular and ongoing cleaning and refreshing the appearance of each machine and the immediate area around the machines in terms of removing wrappers and related debris each time any unit is replenished and/or serviced for maintenance or repair. Continued maintenance, as described herein, will be a primary consideration of the continuation of this agreement, future contract renewals and subsequent awards.

2.12 Removal

RPR reserves the right to require the contractor to replace or remove any machine which may be unacceptable or unsafe and reserves the right to remove any such machine at its discretion in an effort to protect persons and/or RPR property.

All machines must be removed within ten business days of notice to Contractor for completion, termination or cancellation of contract, nonpayment of commissions to RPR, for machine malfunctions not corrected within two days of notification, or at the discretion of RPR, including any and all units and replacements.

Contractor will be required to remove machines within ten (10) business days from date of notification. If Contractor fails to remove machines within stated designated time, RPR and user group representatives shall have the option to remove any machine and hold it in storage until claimed by Contractor. In case of removal by the RPR, no officers and/or employees shall be liable for damages to said machines or their contents. If RPR removes the machines, a reasonable storage charge, as determined by RPR, must be paid by the Contractor before Contractor can reclaim the machines. Beverage machines held in storage by RPR must be reclaimed within six months of storage or be declared abandoned property and may be sold at auction as provided by law.

2.13 Gross Receipts Report

A separate record shall be maintained for each facility served by the Contractor. RPR, may at its option, have a representative accompany Contractor's personnel on their service calls to restock, service, etc. Contractor's machines. Contractor shall make and present gross receipts reports monthly to RPR. A comprehensive report for all facilities shall be presented monthly to the Director of Parks and Recreation. Report shall cover all appropriate receipts for the full month. Each report shall be accompanied by a sworn statement certifying that the amount of gross receipts for each month is true and correct.

RPR shall have the right to make periodic audits and inspections of Contractor's records of gross receipts at any reasonable time without notice. RPR may require supplementary information as needed to perform and conclude an audit.

2.14 Commissions

Commission payments for beverage vending machines shall be based on gross receipts. The term "gross receipts" is hereby defined to mean receipts for beverages dispensed from the machines placed at RPR locations. Such gross receipts shall not be discounted to reflect commissions or other payments or overrides to brokers or intermediary agents, either internal or external to the Contractor or any taxes or fees payable to any governmental entity.

Payment with completed reports will be submitted to:

Raymore Parks and Recreation Department
ATTN: Director of Parks and Recreation
100 Municipal Circle
Raymore, MO 64083

2.15 Contract Digression

Contractor shall not assign or transfer this concession, or any right or privilege granted hereunder, without the prior written consent of RPR. If Contractor is adjudged bankrupt, or if a receiver is appointed to or for the Contractor, or if Contractor makes any assignment for the benefit of creditors, RPR may, at its option, terminate this agreement upon giving five business days notice to Contractor of RPR's intent.

Violation of any terms of this agreement can subject Contractor to immediate cancellation of this agreement without prior notice of cancellation. RPR may, but is not required to, allow Contractor to cure the violation.

2.16 Supplemental Information

In addition to the above, Offeror's are advised to include additional information which may enhance and/or clarify their offer and the capabilities of their company in the returned proposal.

2.17 Review Meetings

The Contractor shall designate an agent or representative to monitor and report on the overall program through attendance at regularly scheduled meetings with RPR. This individual shall be

the same as noted in 2.11. Said RPR representative shall also be the party to whom all complaints, concerns, or service requests shall be addressed. The Contractor shall notify RPR in writing of any change in the name, title, or contact information of the designated agent or representative.

2.18 Additional Facilities

Additional facilities may be added by RPR.

2.19 Donations

RPR can accept beverage product donations for fundraisers, etc.

2.20 Advertising

Advertising privilege with RPR includes, without limitations, advertising on all equipment dispensing cola and non-cola products within the locations identified in final negotiations. The Contractor may find it advantageous to place additional advertising at each venue. All additional advertising materials will be at the expense of the Contractor with additional fees paid to RPR.

By giving the Contractor exclusive advertising rights for cola and non-cola drinking products, RPR will not allow advertising of competitive products. However, considering that special promotional events by outside promoters may be under the sponsorship of conflicting products, RPR, in this circumstance, will allow the posting of advertising of a competitive product for the special event.

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 Parks Director in consultation with the Finance Director or their authorized representative(s). The Contractor shall not comply with requests and/or orders issued by an unauthorized individual. The Parks Director will designate his authorized representatives in writing. Both the City of Raymore and the Contractor must approve any changes to the contract in writing.

B. *Contract Period*

Award of this contract extension is anticipated prior to the end of April 2019. This contract is for services provided in a three year period beginning May 1, 2019 and ending April 30, 2022.

C. *Insurance*

The Bidder/Contractor shall procure, maintain, and provide proof of, insurance coverage's 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 Raymore by the Bidder/Contractor, its agents, representatives, employees or subcontractors. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). Proof of coverage as contained herein shall be submitted prior to the commencement of work and such coverage shall be maintained by the Bidder/Contractor for the duration of the contract period. Claims made on policies must be enforce or that coverage purchased for three (3) years after contract completion date.

1. General Liability

Commercial General Liability including Product/Completed Operations. The completed operations coverage is to remain in force force for three years following the project completion.

Minimum Limits General Liability:

\$1,000,000 Each Occurrence Limit
\$ 100,000 Damage to Rented Premises
\$ 5,000 Medical Expense Limit
\$1,000,000 Personal and Advertising Injury
\$2,000,000 General Aggregate Limit
\$1,000,000 Products & Completed Operations
\$ 50,000 Fire Damage Limit

2. Excess/Umbrella Liability

\$5,000,000 Each Occurrence
\$5,000,000 Aggregate

3. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Bidder/Contractor, its agents, representatives, employees or subcontractors.

Minimum Limits
Automobile Liability:

\$1,000,000 Combined Single Limit
\$5,000 Medical Expense Limit

4. Workers' Compensation

Limit as required by the Workers' Compensation Act of Missouri, Employers Liability, \$1,000,000 from a single carrier.

D. *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 Raymore, 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.

E. *Exemption from Taxes*

The City of Raymore 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.

F. *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.

G. *Invoicing and Payment*

The Bidder shall submit invoices, in duplicate, for services outlined above in the scope of services. Invoices to be paid within 30 days of receipt.

H. *Cancellation*

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

I. *Contractual Disputes*

The Contractor shall give written notice to the City of Raymore 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 Raymore 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 Finance Director, or her designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

J. *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.

K. *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 Raymore codes.

L. *Drug/Crime Free Workplace*

The Bidder acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Raymore 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 Bidder 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 Raymore in addition to any criminal penalties that may result from such conduct.

M. *Inspection*

At the conclusion of each job order, the Bidder 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 Bidder/Contractor at the Bidder's/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 Raymore.

N. *No 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.

O. *Permits*

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 contractors doing business within the City limits of Raymore. This permit can be obtained from the office of the City Clerk, 100 Municipal Circle, Raymore, Missouri, 64083.

P. *Affidavit of Work Authorization and Documentation:*

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.

AFFIDAVIT

(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 John Randolph, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: John Randolph

Company: Pepsi Beverages Company

Address: 1775 Kansas City Rd Olathe Ks 66061

- 1 I am of sound mind and capable of making 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 Raymore: RFP 16-007
- 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.

Pepsi Beverages Company
Company Name

John Randolph
Signature

Name: John Randolph

Title: Food Service Sales Rep.

STATE OF Kansas COUNTY OF Johnson

Subscribed and sworn to before me this 18th day of January, 2016.

Notary Public: Julia A. Jackson



My Commission Expires: 5-6-16

PLEASE NOTE: Acceptable enrollment and participation documentation consists of the following 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.

PART III

INSTRUCTIONS FOR RESPONDING TO THIS RFP NO. 16-007

Please Remit

- * Two (2) Signed Proposals
- * One (1) unbound copy

Total of 3 proposals to be received as stated above.

MUST BE RECEIVED BY:

February 18, 2016 2:00 p.m.

PLEASE MARK YOUR SUBMITTAL "SEALED PROPOSAL 16-007" WITH YOUR COMPANY NAME PRINTED ON IT AND SEND IT TO:

Kim Quade, CPPB
Purchasing Specialist
City of Raymore
100 Municipal Circle
Raymore, Missouri 64083

Bid packet must include Proposal forms A – E attached with this RFP.

Attach any addendum and the E-Verify documents to unbound copy.

Any questions regarding this Request for Proposal shall be submitted to the Purchasing Specialist, Kim Quade, CPPB by e-mail at Kquade@raymore.com or by phone at (816) 892-3045.

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.

NO BID:

If not submitting a Proposal, respond by returning the attached "No Bid Response Form". Failure to submit either a Proposal or a *No Bid Response* may be cause for removal of the Respondent from the City of Raymore's mailing list.



City of Raymore
Kim Quade, CPPB
100 Municipal Circle
Raymore, MO 64083
(816) 892-3045
Fax: 816-892-3093
E-Mail: Kquade@raymore.com

“NO BID RESPONSE FORM”

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A PROPOSAL RESPONSE

If you do not wish to respond to this proposal request, but would like to remain on the City of Raymore vendor list, please fill out this form and return to the Purchasing Specialist by e-mail or fax.

Request for Proposal: _____

Company Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reasons for not submitting a proposal response:

1. **MINIMUM QUALIFICATIONS**

To be eligible to respond to this RFP, the proposing firm must be regularly engaged in the beverage delivery/vending services business for a minimum of 3 years and must demonstrate that they, or the principals assigned to this project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Raymore.

2. **RESPONDENT COST TO DEVELOP PROPOSAL:**

All costs for preparing and submitting proposals in response to this RFP are to be the responsibility of the respondent and will not be chargeable in any manner to the City.

3. **PROPRIETARY INFORMATION:**

The City of Raymore understands that some of the materials submitted by the respondent may be considered proprietary. Materials desired to be kept confidential must be marked by the respondent as "proprietary." The City will make a reasonable effort to protect proprietary information submitted in the public bidding process.

4. **INSTRUCTIONS FOR RESPONDING TO THIS RFP:**

Submit the correct number of signed copies as stated in the instructions. The proposal must be organized using the following format, although substitute forms may be used provided that all required information is included.

- a. Proposal Form A – commitment to sign documents form
- b. Signed addenda – (if applicable)
- c. Proposal Form B – Contractor disclosures, representations.
- d. Proposal Form C - References
- e. Proposal Form D – Bid
- f. Proposal Form E - Service Information
- g. E-verify documents (included with unbound original)

5. **CONFLICT OF INTEREST:**

The successful respondent shall not have conflicts of interest as to revenues derived from the results of tests or recommendations made on behalf of the firm.

6. SUBCONTRACTORS:

In submitting a proposal, potential vendors agree that they are fully responsible to the City of Raymore for the acts and omissions of any of its proposed subcontractors and of persons either directly or indirectly employed by them as they are for the acts and omissions of persons directly employed by them. Before any subcontractor may commence work, the successful Contractor must file with the City of Raymore satisfactory certificates, in duplicate, from the involved insurance companies, showing insurance coverage to the same extent and the amount required by the successful Contractor in addition to an Occupational License.

No subcontractor will be permitted to commence work until authorization by the City of Raymore to proceed is received in writing by the Contractor. The name, address, and phone number of the key consultants, associates, and all subcontractors shall be provided to the City of Raymore with the proposal.

PROPOSAL FORM A
RFP 16-007

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) John Randolph having authority to act on behalf of
(Company name) Pepsi Beverages Company do hereby
acknowledge that (Company name) Pepsi Beverages Company will be bound by all
terms, costs, and conditions of this proposal for a period 90 days from the date of submission; and
commit to sign the Agreements.

FIRM NAME: Pepsi Beverages Company

ADDRESS: 1775 Kansas City Road
Street

ADDRESS: Olathe, Kansas 66061
City State Zip

PHONE: 913-791-3000 ext 3004 E-MAIL: John.Randolph@pepsico.com

DATE: 02/18/2016
(Month-Day-Year) John Randolph F.S.R.
Signature of Officer/Title

DATE: _____
(Month-Day-Year) Signature of Officer/Title

Indicate Minority Ownership Status of Bidder (for statistical purposes only):
Check One:

- MBE (Minority Owned Enterprise)
- WBE (Women Owned Enterprise)
- Small Business

PROPOSAL FORM B
16-007

CONTRACTOR DISCLOSURES

The Contractor submitting this RFP shall answer the following questions with regard to the past five (5) years. If any question is answered in the affirmative, the Firm shall submit an attachment, providing details concerning the matter in question, including applicable dates, locations, names of projects/project owners and circumstances.

1. Has the Firm been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise?
Yes ___ No X
2. Has the Firm been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency, or private enterprise?
Yes ___ No X
3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded?
Yes ___ No X
4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project?
Yes ___ No X
5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked?
Yes ___ No X
6. Have any liens been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers?
Yes ___ No X
7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company?
Yes ___ No X
8. Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety laws?
Yes ___ No X

**With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*
9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business?
Yes ___ No X
10. Has the Firm been the subject to any bankruptcy proceeding?
Yes ___ No X

Legal Matters

1. Claims, Judgments, Lawsuits: Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Firm that involve potential damages of \$10,000 or more in the past 48 months?

Yes No If yes, provide details in an attachment.

2. Complaints, Charges, Investigations: Is the Firm currently or has the firm been the subject of any complaint, investigation or other legal action for alleged violations of law pending before any court or governmental agency within the past 48 months ?

Yes No If yes, provide details in an attachment.

Required Representations

In submitting this RFP, the Firm makes the following representations, which it understands are required as a condition of performing the Contract Work and receiving payment for same.

1. The Firm will possess all applicable professional and business licenses required for performing work in Raymore, Missouri.
2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Firm and all subcontractors that are employed or that may be employed in execution of the Contract Work shall be in full compliance with the City of Raymore's requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.
5. The Firm represents that it has no conflicts of interests with the City of Raymore if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.
6. The Firm represents the prices offered and other information submitted in connection with its proposal for the Contract Work was arrived at independently without consultation, communication, or agreement with any other offeror or competitor.
1. The Firm will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

**PROPOSAL FORM C
SERVICE INFORMATION
16-007**

A. Company Information

- List your company's legal name, address, and telephone number. Include parent company information if applicable.
Pepsi Beverages Company 1775 KC Rd Olathe Ks 66061.
913-791-3000
- How long has your company been in business? 100 years
- How many employees do you have? Over 1000 in the Ks/Mo market. 271,000 employee world wide.
- How many workers will be available to respond to the City's calls?
Thirty (30) service sales employees
- Are you the beverage supplier for any other organization(s)? If so, please name the organization(s).
City of Kansas City Mo
City Of Leawood Ks
City Of Overland Park
Belton Parks & Rec

B. Service Response Information

- Explain in detail your firm's warranty on its services.
(See attached)

If your firm's service agreement is subject to price increases, please state the basis on which these increases can be made.

Annual increase will not exceed four (4) percent.

PROPOSAL FORM D
16-007

EXPERIENCE / REFERENCES

Please provide a minimum of five references where your firm has performed similar work to what is being requested in the RFP and within the past 36 months. Please include ONLY the following information:

- Name
- Contact
- Title
- Mailing Address
- Telephone Number
- Date contracted

*Please list any Municipalities that you have done work for in the past 48 months.

- A. City Of Overland Park 8500 Santa Fe Dr Overland Park Ks 66212. 913-334-8888 Brian Toben
Toben.brian@opkansas.org
- B. City Of Lawrence 1141 Mass St Lawrence Ks 66044. 785-832-3455 Tim Laurent
Tlaurent@lawrenceks.org
- C. City Of Lea-wood 4800 Town Center Dr Lea-wood Ks 66211. 913-863-9159 Kim Curran
Klmc@leawood.org
- D. City Of Gardner Parks & Rec 120 E Main Gardner Ks 66030. 913-856-0936 Jason Bruce
Jbruce@gardnerks.gov
- E. City Of Belton Parks & Rec 15400 S Mullen Rd Belton Mo 64012. 816-348-7400 Shane Dewald
Sdewald@beltonparks.org

PROPOSAL FORM E
16-007

Price, Commissions & Additional Financial Incentives

1. Bag-in-Box (price per 5-gallon box)

Description (e.g. Cola, Diet Cola, Non-Cola, Other)	Price
<u>See attached flavor list</u>	\$ <u>77.72</u> /box
<u>_____</u>	\$ _____ /box
<u>_____</u>	\$ _____ /box
<u>_____</u>	\$ _____ /box
<u>_____</u>	\$ _____ /box
<u>_____</u>	\$ _____ /box
<u>_____</u>	\$ _____ /box
<u>_____</u>	\$ _____ /box
<u>_____</u>	\$ _____ /box

2. 20 Ounce Plastic Bottles (price per 24 count case/concession)

Description (e.g. Cola, Diet Cola, Non-Cola, Other)	Price
<u>See attached product list</u>	\$ <u>29.80</u> /case
<u>_____</u>	\$ _____ / case
<u>_____</u>	\$ _____ / case
<u>_____</u>	\$ _____ / case
<u>_____</u>	\$ _____ / case
<u>_____</u>	\$ _____ / case
<u>_____</u>	\$ _____ / case
<u>_____</u>	\$ _____ / case
<u>_____</u>	\$ _____ /case

3. 20 Ounce Plastic Bottles (price per 24 count case/beverage vending)

Description (e.g. Cola, Diet Cola, Non-Cola, Other)	Self Fill Price	Full Service Price
<u>See attached product list</u>	\$ <u>29.80</u> /case	\$ <u>40%</u> /case Commission
_____	\$ _____ / case	\$ _____ / case
_____	\$ _____ / case	\$ _____ / case
_____	\$ _____ / case	\$ _____ / case
_____	\$ _____ / case	\$ _____ / case
_____	\$ _____ / case	\$ _____ / case
_____	\$ _____ / case	\$ _____ / case
_____	\$ _____ / case	\$ _____ / case
_____	\$ _____ / case	\$ _____ / case
_____	\$ _____ / case	\$ _____ / case

4. 12 Ounce Cans (price per 24 count case/concession)

Description (e.g. Cola, Diet Cola, Non-Cola, Other)	Price
<u>See attached product list</u>	\$ <u>7.38</u> /case
_____	\$ _____ /case
_____	\$ _____ /case
_____	\$ _____ / case
_____	\$ _____ / case
_____	\$ _____ / case
_____	\$ _____ / case
_____	\$ _____ / case
_____	\$ _____ / case
_____	\$ _____ / case

5. 12 Ounce cans (price per 24 count case/beverage vending)

Description (e.g. Cola, Diet Cola, Non-Cola, Other)	Self Fill Price	Full Service Price
See attached product list	\$ 7.38/case	\$ 40%/case Commission
_____	\$ _____/ case	\$ _____/ case
_____	\$ _____/ case	\$ _____/ case
_____	\$ _____/ case	\$ _____/ case
_____	\$ _____/ case	\$ _____/ case
_____	\$ _____/ case	\$ _____/ case
_____	\$ _____/ case	\$ _____/ case
_____	\$ _____/ case	\$ _____/ case
_____	\$ _____/ case	\$ _____/ case
_____	\$ _____/ case	\$ _____/ case

6. Fruit Drinks, Energy Drinks, Tea, Sports Drinks, and other beverages:

Description	Size	Price
Gatorade	20 oz	\$ 28.16
Lipton Tea	20 oz	\$ 29.80
Fruit Drinks non Carbs	20 oz	\$ 29.80
Rock Star	15 oz	\$ 24.44
See attached product list	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

7. Cups with lids

Description (e.g., paper, wax, etc.)	Size	Case Count	Price
<u>Poly Coated</u>	12 oz	<u>2000</u>	<u>\$56.24/case</u>
<u>Poly Coated</u>	21 oz	<u>24oz 1000</u>	<u>\$47.42/case</u>
<u>Poly Coated</u>	32 oz	<u>480</u>	<u>\$36.66/case</u>

8. Commission on beverage vending (percentage of gross sales)

40%

9. Additional Financial Incentives

Description (money per year for length of contract)	Annual Fee
<u></u>	<u>\$ 2500.00 /year</u>

10. Other Incentives (non-monetary)

Description
50 cases per year of 16.9oz water or 12 oz cans to be used for special events

Comments/Amendments to scope of services:

AMENDMENT

This amendment (this "**Amendment**") is made by and between **Bottling Group, LLC**, a Delaware limited liability company, and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company with an office located at 1775 Kansas City Road, Olathe, KS 66061 ("**Pepsi**") and **The City of Raymore, Missouri**, a Charter City organized and existing under the laws of the State of Missouri, with its principal place of business at 100 Municipal Circle, Raymore, Missouri (the "**City**").

WHEREAS, Pepsi-Cola and the City are parties to an existing Beverage Vending and Supply Services Agreement that commenced on April 11, 2016 (the "**Agreement**"); and

WHEREAS, Pepsi-Cola and the City now wish to amend the Agreement as hereinafter provided in this Amendment;

NOW, THEREFORE, in consideration of these premises and the covenants herein contained, it is hereby agreed that, as of the date set forth below, the Agreement is hereby amended as follows. As used in this Amendment, capitalized terms defined in the Agreement and not otherwise defined in this Amendment shall have the respective meanings assigned thereto in the Agreement.

1. The Amendment is effective as of May 1, 2016.
2. The following Section 2.21, Rebates, is hereby added to the Agreement"

"2.21 **Rebates**. Each Year throughout the Term, Pepsi shall calculate the total number of Cases of Packaged Products and Gallons of Postmix Products purchased by City or its facilities from Pepsi pursuant to the Agreement, and shall provide the City with rebates calculated based on applicable amounts set forth below (the "**Rebates**"). The Rebates shall be paid by Pepsi as Follows: With respect to the period of May 1, 2016 through April 30, 2018, Rebates will be payable to City within sixty (60) days following the signing of this Amendment by both parties; thereafter, through the end of the Term of the Agreement, Rebates will be payable to City within sixty (60) days following the end of each such contract year. of the end of each applicable Year during the Term. In the event that any Outlet is closed during the Term of this Agreement, Pepsi agrees to provide City with all Marketing Support Funds accrued on behalf of that applicable Outlet as of the time of closing, provided that such Outlet was in full compliance with the terms and conditions of this Agreement.

3. Section 2.14, Commissions, is hereby deleted and replaced with the following:

"Commissions, as a percentage of the actual cash ("**cash in bag**" or "**CIB**") collected by Pepsi from the Vending Machines placed at the Facilities, plus actual amounts received by Pepsi in connection with credit card or debit card sales (collectively with CIB, "**Revenue**"), less any applicable taxes, fees or deposits ("**Commissions**"). Such Commissions shall be at the rate(s) set forth below (the "**Commission Rate**") and shall be calculated as follows:

(Revenue – applicable taxes/taxes/fees/deposits) * Commission Rate = Commission Due


Product	Minimum Vend Price	Commission Rate*
All Products sold through vending machines	\$2.00	40%
*Commission Rate stated above shall only apply to Products sold by Pepsi through its Vending Machines at the beginning of the Term. If Pepsi proposes any new Products to the City during the Term, then Pepsi shall have the right to apply a different Commission Rate and/or Minimum Vend Price for such new Product.		

All other terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Pepsi-Cola and City have caused this Amendment to be executed by the authorized persons set forth below.

PEPSI BEVARAGES COMPANY

**THE CITY OF RAYMORE,
MISSOURI**

By 
Name: John Randolph
Title: F.S.S.R.
Date: 3-27-2019

By _____
Name: _____
Title: _____
Date: _____

New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: April 22, 2019

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3441 - Purchase of two emergency generators for the City's lift stations

STRATEGIC PLAN GOAL/STRATEGY

2.2.3 Value and protect natural resources and green spaces.

FINANCIAL IMPACT

Award To:	Clifford Power
Amount of Request/Contract:	\$64,793
Amount Budgeted:	\$94,500
Funding Source/Account#:	Sewer connection fund (53)

PROJECT TIMELINE

Estimated Start Date	Estimated End Date

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:
Date:
Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

MARC Cooperative Agreement
Generator Purchase Proposals
MARC KC Regional Purchasing Cooperative Information

REVIEWED BY:

Mike Ekey

BACKGROUND / JUSTIFICATION

The FY 2018 Capital Budget includes funding in the amount of \$94,500 for the purchase of two (2) emergency generators (one trailer mounted and one stationary) to provide power to the Hunters Glen, Morningview and Harold Estates sanitary sewer lift stations.

Staff is recommending the purchase of these generators from Clifford Power through Mid-America Regional Council's purchasing contract in the amount of \$64,793.

The City's purchasing policy allows for direct purchase of goods and services through cooperative purchasing contracts.

BILL 3441

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ESTABLISHING AN AGREEMENT FOR THE PURCHASE OF TWO (2) LIFT STATION EMERGENCY GENERATORS."

WHEREAS, the Raymore City Council appropriated funding in the FY 2018 Capital Budget for the purpose of purchasing two emergency generators; and

WHEREAS, after extensive research, Clifford Power was selected as the best vendor able to meet Raymore's specifications through a cooperative purchasing contract; and

WHEREAS, City of Raymore Purchasing Policy allows for purchases from cooperative purchasing contracts without a formal bid process.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:

Section 1. The City Manager is authorized to enter into the agreement, attached as Exhibit A, with Clifford Power to purchase the two (2) generators for the City of Raymore.

Section 2. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 22ND DAY OF APRIL, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 13TH DAY OF MAY, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

Jean Woerner, City Clerk

APPROVE:

Kristofer P. Turnbow, Mayor

Date of Signature



**INTERSTATE
INTERLOCAL CONTRACT
FOR COOPERATIVE PURCHASING**

ILC No.: **04-1443**
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and the Mid-America Regional Council, hereinafter referred to as "MARC," having its principal place of business at 600 Broadway, Suite 300, Kansas City, Missouri 64105.

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, MARC has represented that it is an eligible entity under the Act, and desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and MARC do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

MARC represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and MARC agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided hereto, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall begin May 25, 2004, and shall continue in effect unless terminated pursuant to Article 10 by either party.

ARTICLE 5: SCOPE OF SERVICES

MARC appoints H-GAC its true and lawful purchasing agent for competitive bid/proposal processes and contracting authority relating to the purchase of certain products and services having contracts with the H-GAC Cooperative Purchasing Program. The scope of this contract shall be applicable only to those purchases made by MARC's participating members, and shall be limited to those products and services listed by attachment to this contract, which may be amended as agreed to by H-GAC and MARC. MARC's participants will access H-GAC contracts and pricing through MARC.

ARTICLE 6: PAYMENTS TO H-GAC CONTRACTORS

Upon delivery of goods or services purchased, and presentation of a properly documented invoice, MARC's participants will be required to pay the full amount of any invoice to an H-GAC contractor within thirty (30) days after having received a properly documented invoice including any applicable H-GAC and/or MARC administrative fee associated with the purchase. The H-GAC contractor shall then remit all administrative fees to MARC, in accordance with Article 8. Following receipt of all administrative fees, MARC will remit to H-GAC its assessed fee within 30 days, unless otherwise specified by mutual agreement of H-GAC and MARC. In no event shall H-GAC or MARC have any financial liability to any MARC participant for any goods or services procured from an H-GAC contractor.

ARTICLE 7: MARKETING, REPRESENTATIONS AND SOLICITATIONS

H-GAC agrees to provide MARC with data links and data downloads according to specific contract pricing stipulated in any attachment to this contract. MARC agrees to notify H-GAC, and receive H-GAC's approval, prior to any use of the H-GAC name, logo, or Program information in any printed literature or electronic media intended for external distribution.

ARTICLE 8: AVAILABILITY OF H-GAC COOPERATIVE PURCHASING CONTRACTS

Specified H-GAC contracts will be available to MARC participants through MARC. Each H-GAC vendor contract shall require a specific attachment to this contract. All details regarding structure, processing and reporting, administrative fee assessment and payment, and scope of representation, must first be agreed to by H-GAC, MARC, and the participating H-GAC Contractor, prior to availability of an H-GAC contract to MARC participants. These details shall be listed in a separate attachment to this Interlocal Contract.

ARTICLE 9: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation. H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 10: TERMINATION PROCEDURES

H-GAC or MARC may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of MARC, including obligations of MARC's participants to pay H-GAC's contractors for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by MARC and/or its End Users.

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.

ARTICLE 13: VENUE

Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Contract between H-GAC and MARC shall lie exclusively in Harris County, Texas. Disputes between End User and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

Mid-America Regional Council

600 Broadway, Suite 300, Kansas City, MO 64105

By: 
Executive Director

David Warm, Exec Director 6/3/04
Typed Name & Title of Signatory Date

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX 77027

By: 
Executive Director

Date: 6/10/04

Attest: 
Manager

Date: June 5, 2004



PROPOSAL

4408 Washington Ave
Independence, MO 64055
Phone: (913) 312-2031
Fax: (913) 312-2032

DATE: 02-14-2019
PROPOSAL No: CPS-NEQP-

CUSTOMER: Mid-America Regional – Rita Parker PROJECT: City of Raymore

LEAD TIME	SHIP VIA	F.O.B POINT	TERMS
4-6 WEEKS A.R.O	Flat Bed	Job Site	Net Due On Receipt

QTY	EQUIPMENT DESCRIPTION	TOTAL PRICE
1	Generac 62 kW, Diesel Fueled Generator Package 75kVA M/N: MDG75DF4 Multi Volt Selector Switch, 60Hz	\$44,795.00

Shipping/Freight to Raymore, MO:

INCLUDED

Notes and Exceptions:

The above price does not include fuel, off-loading, installation, or any sales or use tax.

Price is valid for Sixty- (60) days. The terms listed are for services rendered during standard business hours (M-F 8:00am-5:00pm).

A detailed Bill of Materials is included. Please refer to the equipment spec sheets and installation drawings for additional information. Please contact us if this information, or any other documentation is needed.

THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS PROJECT!

In signing this proposal, the buyer agrees to the [Terms & Conditions](http://www.cliffordpower.com/terms-conditions) (www.cliffordpower.com/terms-conditions) and the proposal terms listed above.

Adam Tibbetts
Equipment Sales Account Manager
Office: (913) 312-2035 x (235)
Mobile: (816) 518-2235
Fax: (913) 312-2032
ATibbetts@cliffordpower.com

Approved By: _____

Date: _____

Equipment Proposed:

Generac Mobile MDG75DF4-STD Skid Mount, Deere Final Tier 4 - 62kW Standby

- MTG75 Trailer, Pintle Hitch, Single Axle, Brakes - Surge standard
 - Electric Breaks (Optional) additional lead time
- Block Heater

Additional Options Added:

- Engine 10 Amp Battery Charger
 - 4-Position Phase Switch MDG75
 - Interior Cabinet Light
 - Control Panel Light
 - Rear Stabilizer Jacks
-

Additional Options Available Upon Request:

- Lockable Battery Disconnect
- Power SUPERSTART Generator MDG75
- Cam Locks - Single Set, MDG75
- PMG Generator MDG75
- DVR (2000E - Includes Required PMG) MDG75
- Paralleling MDG75/100
- Fuel Tank Leak Detection MDG75
- Cold Climate 60/40 Coolant
- Heated Fuel Filter - MDG75 includes required buck transformer)
- CCV Engine Heater - MDG75 (includes required buck transformer)
- Liquid Containment

Trailer Options Available Upon Request:

- Fire Ext. 5 lb. Fire Extinguisher
- Spare Tire Spare Tire and Carrier
- LoJack Vehicle Recovery System

Project Management and Available Maintenance Services

- Factory load bank testing
- Dimensional drawings, Electrical drawings, Product specifications
- Production testing
- Technical assistance
- Operation and maintenance manuals for engine, generator, transfer switch



4408 Washington Ave
Independence, MO 64055
Phone: (913) 312-2031
Fax: (913) 312-2032

DATE: 02-12-2018
PROPOSAL No: CPS-NEQP-0020240665

CUSTOMER:

PROJECT: City of Raymore MARC, Rita SD30

LEAD TIME	SHIP VIA	F.O.B POINT	TERMS
10-14 WEEKS A.R.O	Flat Bed	Job Site	Net Due On Receipt

QTY	EQUIPMENT DESCRIPTION	TOTAL PRICE
-----	-----------------------	-------------

1	<p>Generac 30 kW, Diesel Fueled Generator Package M/N: SD0030AG162.4D18HPYY3 120/240 Volts, 1 Phase, 60HZ</p> <p>ASCO 130 AMP Transfer Switch 120/240 Volts, 1 Phase, NEMA-3R Enclosure</p> <p>Shipping/Freight & Generator Start Up (One Trip):</p>	<p>\$19,998.00</p> <p>INCLUDED</p>
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Notes and Exceptions:

- **Generator selected to ship on upgraded flat bed dedicated freight.** Common shipping can be chosen at discounted price, if client has means to unload.

The above price **does not include fuel, off-loading, installation, or any sales or use tax.** Price is valid for Sixty- (60) days. The terms listed are for services rendered during standard business hours (M-F 8:00am-5:00pm).

The above price includes an onsite start-up inspection. All electrical and mechanical connections should be completed at the time of start up request. This includes exhaust systems, fuel piping, remote annunciators and any other system accessories. If an extra start up inspection is required because of incomplete installation, it will be invoiced at our prevailing labor and mileage rates. Clifford Power Systems, Inc. (CPS) will provide a pre-start up checklist to be filled out by the installing contractor upon completion of installation, and returned to CPS for start up scheduling. Start up must be performed within one year of shipment to validate the generator warranty.

A detailed Bill of Materials is included. Please refer to the equipment spec sheets and installation drawings for additional information. Please contact us if this information, or any other documentation is needed.

THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS PROJECT!

In signing this proposal, the buyer agrees to the [Terms & Conditions](http://www.cliffordpower.com/terms-conditions) (www.cliffordpower.com/terms-conditions) and the proposal terms listed above.

Adam Tibbetts
Equipment Sales Account Manager
Office: (913) 312-2035 x (235)
Mobile: (816) 218-2235
Fax: (913) 312-2032
ATibbetts@cliffordpower.com

Approved By: _____

Date: _____

Equipment Proposed:

- Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged 4-cylinder 2.4L engine, consisting of the following features and accessories:**
- Stationary Emergency-Standby rated
 - **30 kW Rating, wired for 120/240 VAC single phase, 60 Hz**
 - Permanent Magnet Excitation
 - **Standard Weather Protective Enclosure, Steel**
 - Industrial Grey Baked-On Powder Coat Finish
 - UL2200
 - EPA Certified
 - H-100 Control Panel
 - Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Digital Microprocessor:
 - Two 4-line x 20 displays, full system status
 - 3 Phase sensing, +/-0.25% digital voltage regulation
 - RS232, RS485 and Canbus remote ports
 - Waterproof connections
 - All engine sensors are 4-20ma for minimal interference
 - Programmable I/O
 - Built-in PLC for special applications
 - Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
 - Isochronous Governor, +/-0.25% frequency regulation
 - Full system status on all AC output and engine function parameters
 - Service reminders, trending, fault history (alarm log)
 - I2T function for full generator protection
 - Selectable low-speed exercise
 - HTS transfer switch function monitoring and control
 - 2-wire start controls for any 2-wire transfer switch
 - Battery Charger, 10 Amp, NFPA 110 compliant, installed
 - 90 AH, 700 CCA Group 27F Battery, with rack, installed
 - Coolant Heater, 1500W, 120VAC
 - **12" 54 Gallon Double-Wall UL142 Basetank**
 - Mechanical fuel level indicator gauge
 - Electronic fuel level sender
 - Emergency Vent
 - 3 Owner's Manuals
 - 120V GFI Receptacle and 240V Receptacle
 - **Primary MLCB, 80% rated thermal-magnetic**
 - **125 Amp**
 - Standard 2-Year Limited Warranty
 - SD0030AG162.4D18HPYY3

Quantity 1 – ASCO 300 Series Automatic Transfer Switch consisting of the following features and accessories:

- **130 Amp, 2 Pole, 120/240 VAC single phase, 60 Hz, with 2-Wire Start Circuit**
 - Utility Voltage Sensing Controls:
 - Adjustable Drop-out and Pick-up
 - Adjustable Utility Interrupt Delay
 - Adjustable Logic Controls:
 - Minimum Standby Voltage
 - Minimum Standby Frequency
 - Engine Warmup
 - Inphase Monitor
 - Time Delay Neutral
 - Return to Utility
 - Engine Cooldown
 - Transfer on Exercise
- Single set of Auxiliary Contacts
- UL 1008 Listed, CSA Certified
- **NEMA 3R Enclosure**
- Std set of 3 Manuals
- 2-Year Basic Warranty

Project Management Services

- Start-up, one trip including travel
- Training of owners personnel at time of start up
- Factory load bank testing
- Submittal drawings
- Dimensional drawings, Electrical drawings, Product specifications
- Production testing
- Technical assistance
- Operation and maintenance manuals for engine, generator, transfer switch

KC Regional Purchasing Cooperative (KCRPC)

The Kansas City Regional Purchasing Cooperative (KCRPC) is a local government purchasing cooperative. It is a partnership of the Mid-America Regional Council, the Mid-America Council of Public Purchasing (MACPP), and local governments.

KCRPC Newsletter
Current Issue

The KCRPC is a purchasing resource for local governments. MARC operates the KCRPC, and Program Coordinator Rita Parker is responsible for its day-to-day activities.

The KCRPC is managed under the guidance of a steering committee, composed of city and county managers and purchasing officials who provide policy guidance, and an advisory committee of public purchasing officials who advise on specific programs and make specific recommendations on bids and contracts.

The KCRPC is a work in progress intended to help local governments obtain better prices and reduce administrative costs.

If you have any questions or suggestions, please do not hesitate to contact us.

About the Kansas City Regional Purchasing Cooperative

The objective is for the KCRPC to provide these benefits to local governments in the region:

- More cooperative contracts and more opportunities for volume discount savings to local governments.
- New initiatives and new opportunities to save money.
- New opportunities through partnerships with other local governments, schools, and national purchasing cooperatives.

Benefits will also be gained the vendor by increasing bidding opportunities, larger volumes and increasing their customer base.

Mission Statement

The Kansas City Regional Purchasing Cooperative will identify, develop and coordinate regional local government procurement opportunities, to reduce costs. The KCRPC values professional integrity with high ethical standards which is paramount to the performance and establishment of contracts in maintaining open, competitive and fair contracting business practices.

Background

KCRPC is a partnership between MARC, the Mid-America Council of Public Purchasing (MACPP) and local governments. MACPP is the regional professional educational organization for public-sector purchasing professionals, and the local chapter of The Institute for Public Procurement (NIGP).

MARC serves as the legal entity that operates the KCRPC, under the guidance of a steering committee — composed of city and county managers and purchasing officials who provide professional and technical guidance — and MARC's Local Government Services. The KCRPC program coordinator is responsible for its day-to-day activities.

KCRPC is a self-supporting enterprise program funded by a small administrative fee, based on a national average, which is built into contract pricing. All vendors awarded contracts by KCRPC are responsible for accepting purchase orders from participating agencies, tracking sales, and remitting administrative fees to MARC.

Regional Cooperative Purchasing Activity Since 2003

KCRPC Contracts

71 participants, \$17,425,027

HGACBuy

139 participants, \$189,869,140

Total awards: \$207,294,167

Total savings to local governments: \$11,711,331



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: April 22, 2019

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3446 - Jefferson Street Culvert Replacement Project

STRATEGIC PLAN GOAL/STRATEGY

2.2.2 Create and maintain a well-connected transportation network.

FINANCIAL IMPACT

Award To:	Breit Construction
Amount of Request/Contract:	\$33,552
Amount Budgeted:	\$35,000
Funding Source/Account#:	Storm Water Sales Tax (46)

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
June 2019	June 2019

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:
Date:
Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Mike Ekey

BACKGROUND / JUSTIFICATION

This project involves the replacement of the stormwater culvert under Jefferson Street near the Adams Street intersection.

Staff reviewed the following bids on March 28:

Breit Construction LLC	\$33,552
J&N Utilities Inc.	\$36,650
Tasco LLC	\$39,500
Terry Snelling Construction Inc.	\$40,560

Breit Construction LLC was determined to be the lowest and best bidder. Staff recommends the contract for the Jefferson Street Culvert Replacement Project to be awarded to Breit Construction LLC in the amount of \$33,552.

BILL 3446

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BREIT CONSTRUCTION LLC. FOR THE JEFFERSON STREET CULVERT REPLACEMENT, CITY PROJECT NUMBER 19-329-201, IN THE AMOUNT OF \$33,552 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, the Jefferson Street culvert replacement project was included in the 2019 Capital Budget; and

WHEREAS, bids for this project were received on March 28, 2019; and

WHEREAS, Breit Construction LLC has been determined to be the lowest and best bidder.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:

Section 1. The City Manager is directed to enter into a contract in the amount of \$33,552 with Breit Construction LLC, for the Jefferson Street Culvert replacement project.

Section 2. The City Manager is authorized to execute the contract attached as Exhibit A for the City of Raymore.

Section 3. The City Manager is authorized to approve change orders for this project within established budget constraints.

Section 4. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor’s signature and attestation by the City Clerk.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 22ND DAY OF APRIL, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 13TH DAY OF MAY, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

JEFFERSON ST. CULVERT REPLACEMENT

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 13th day of May, 2019, between Breit Construction LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at PO Box 551, Raymore, MO 64083, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, 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 May 13, 2019 and coincidental with the City Manager'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 materials as specified in Request for Proposal 19-329-201 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. 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 take a maximum of **60** calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council 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 \$33,552.

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

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

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 by the Raymore City Council, 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.

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 the General Terms and Conditions Appendix B 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 Raymore 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 City Manager, 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 subcontractors and their employees and be responsible for the work performed by subcontractors 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 subcontractors 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 subcontractors 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 25) if project is over \$75,000. 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 as noted in the 2016 City of Raymore "Standard Contract Documents and Technical Specification & Design Criteria for Utility and Street Construction."

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. Awarded contractors and their subcontractors must provide a 10-hour OSHA construction safety program, or a similar program approved by the Department of Labor and Industrial Relations, for their on-site employees who have not previously completed such safety training and are directly engaged in public improvement construction;
- B. Awarded contractors and their subcontractors must require all on-site employees to complete this ten-hour program within 60 days of beginning construction work if they have not previously completed the program and have documentation of doing so. On site employees who cannot provide proper documentation of completion of required safety training when requested will be given 20 days to produce the documentation before being removed from the project and before their employers will be subject to penalties. Provide any completed certificates prior to project start.

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" 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. Buyer 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 at The City of Raymore 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.

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Jean Woerner, City Clerk

(SEAL)

BREIT CONSTRUCTION LLC

By: _____

Title: _____

Attest: _____

APPENDIX A **SCOPE OF SERVICES AND SPECIAL PROVISIONS**

Jefferson St. Culvert Replacement

SCOPE OF SERVICES:

- The 2019 Jefferson Street Culvert Replacement Project primarily consist of removal and replacement of two (2) 40 ft sections of existing storm sewer pipe under street crossing.

1. SPECIFICATIONS WHICH APPLY

The Supplementary Conditions define the Project; establish the standards by which the work will be performed and further clarify those standards for the specific locations involved. These Supplementary Conditions supersede all other provisions of the documents wherein there is a conflicting statement. The performance of the work, the material requirements, the basis of measurement and the basis of payment for the various portions of the work shall be in accordance with the appropriate sections of the Kansas City Chapter of the APWA "Standard Specifications and Design Criteria" current edition, except as altered or modified by these supplementary conditions, and the contract document entitled, "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri, latest edition. This document shall be considered Supplementary Conditions for the purpose of Section 1.39 of the Kansas City Chapter of the APWA "Standard Specifications and Design Criteria" and shall be take precedence for construction. All equipment and material not covered by APWA, the City's Technical Specifications or MODOT's Standard Specifications for Highway Construction Manual are included following this sheet. *Where the standards are in conflict, the more stringent criteria shall apply.*

2. PROJECT AWARD

Award of this project will be based upon the sum of the bid schedules. The Contractor however, shall take special consideration of the "Information for Bidders" section of the project contract documents; in particular, Evaluation of Bids in submitting their unit prices.

The City of Raymore preserves the right to increase, reduce or delete any bid items after award of the contract. No adjustments will be made to the unit

prices bid on the contract for any items because of increase, reduction or deletion.

3. PROJECT COMPLETION AND SCHEDULE

Contractor shall complete work within **60** calendar days of issuance of the Notice to Proceed.

4. ENGINEER

The City of Raymore Public Works Director or his/her designee shall be the Engineer for this project.

5. GENERAL CONDITIONS

The General Conditions shall be modified as follows. All provisions of the General Conditions which are not so modified or supplemented shall remain in full force and effect.

GC 6.02: Add "No. 1 Change Orders" and "No. 2 Addenda" to the order of preference list.

6. SPECIAL CONDITIONS

- *Construction Area:* All construction shall occur within the existing 20' Utility Easement (U/E) or 50' Right of Way (ROW). The contractor shall have the U/E and ROW staked prior to construction.
- *24" Diameter High Density Polyethylene Pipe (HDPE):* The unit price named in the bid shall be for the linear feet (LF) of 24" diameter HDPE pipe installed. The unit price named in the bid shall cover all costs in connection therewith including: removal/disposal of existing pipe and materials, new pipe, gravel, excavation, pipe connections and other materials to install the pipe. All materials shall comply with the latest edition of the Kansas City Metropolitan Chapter of the American Public Works Association specifications.
- *Curb Inlet Connection:* The unit price named in the bid shall be for Each curb inlet connection. The unit price named in the bid shall cover all costs to connect the new 24" diameter CMP's to the existing curb inlet.
- *Cast in Place Flared End Section:* The unit price named in the bid shall be for each cast in place flared end section installed. The unit price named in the bid shall cover all costs to install a 6" thick concrete

flared end section around the discharge point of the proposed 24" diameter HDPE pipe, construction of a 6" thick concrete channel from the curb to the end section, connection to the existing downstream channel, gravel, rip rap and site preparation. **The concrete shall be an approved KCMMB 4k mixture.**

- *2" Asphalt:* The unit price named in the bid shall be for the Square Yards (SY) of 2" thick asphalt placed. The unit price named in the bid shall cover all costs to install the 2" asphalt over the concrete backfill, milling (if required) and tie into the existing pavement. The asphalt shall be APWA Type 3 Virgin Mix.
- *Concrete Backfill:* The unit price named in the bid shall be for the Cubic Yards (CY) of concrete placed. The unit price named in the bid shall cover all costs to place concrete around the proposed pipe and fill the excavated area (in the street crossing area) up to with in (2) inches of the road surface. **The concrete shall be an approved KCMMB 4k mixture.**
- *Curb Replacement Roll Back:* The unit price named in the bid shall be for the linear feet of curb & gutter removed and replaced. The unit price named in the bid shall cover all costs in connection therewith including: doweling into existing curb, expansion material, installation of new curb and protection of the new curb during the curing process. **Concrete curb shall be an approved KCMMB 4K mixture.**
- *Upstream Modifications:* The unit price named in the bid shall be for the Lump Sum (LS) upstream modifications. The upstream modification bid item shall include: cleaning the channel, placing rip rap on the East side of the swale and reshaping the bottom and West side of the upstream swale. The modifications begin at the upstream concrete flared end section and end 50 feet North of the existing concrete end section.
- *Traffic Control:* The unit price named in the bid shall be for the Lump Sum (LS) of traffic control required to complete this project. The traffic control item shall include all signage and a traffic control plan to be submitted prior to construction. All traffic control shall meet the latest MUTCD specifications.
- *Erosion Control:* The unit price named in the bid shall be for the Lump Sum (LS) of erosion control required to complete this project. Erosion control shall include street clean up and all devices to keep sediment confined to the project area, includes removal of the devices once vegetation has been established.

- *Site Restoration:* The unit price named in the bid shall be for the Square Yards (SY) of hydroseed installed. The contractor shall follow APWA specifications section 2400 for Type A seed. Site preparation shall be subsidiary to this bid item. Topsoil shall be used as fill material. Topsoil shall be defined as: fertile, friable and loamy soil of uniform quality, without admixture of subsoil material, and shall be free from material such as hard clods, stiff clay, hardpan, partially disintegrated stone, pebbles larger than one inch in diameter, and other impurities. Topsoil shall be relatively free from grass, roots, weeds, and other objectionable plant material or vegetative debris undesirable or harmful to plant life or which will prevent the formation of suitable seedbed. **Acceptance of this project and release of final payment will not occur until vegetation is established.**
- *Site Survey:* The unit price named in the bid shall be for the Lump Sum (LS) to survey the site. The unit price named in the bid shall cover all project surveying including staking of right of way and utility easements in the construction area prior to site disturbance. All construction shall occur within the existing 20' Utility Easement (U/E) or 50' Right of Way (ROW).
- *Mobilization, Bonds and Insurance:* The unit price named in the bid shall be for the Lump Sum (LS) of the mobilization, bonds and insurance. Please see Appendix B General Terms and Conditions for additional information.
- *Working Hours:* No work shall start before 7:00 a.m. including maintenance of equipment. All work shall be completed no later than 7:00 p.m. unless expressly authorized in writing by the City Engineer. The City Engineer shall approve all work to be performed on Saturday, Sunday and on any holidays. All requests for doing such work shall be given 48 hours in advance.
- *Traffic Control and Traffic Routing:* Construction operations shall be coordinated to result in the least practicable delay to traffic. Flagmen are required for all one way traffic operations. In the case where the flagmen with signing paddles are in excess of 300 feet or out of visual contact, two-way radios will be required for traffic control. Prior to construction, the contractor must submit to the city a Traffic Control Plan meeting the requirements of the Manual on Uniform Traffic Control Devices. **Jefferson Street may be closed to thru traffic in**

the construction area for up to 14 calendar days. Access to driveways must be open at all times.

- *Signing:* The Contractor will furnish adequate signs, barricades, warning lights and all other equipment necessary in accordance with the Manual on Uniform Traffic Control Devices, to direct and re-route traffic and will furnish flagmen and other personnel necessary to provide the required traffic control in accordance with the approved schedule of operations.
- *Construction Schedule:* After being awarded the contract, the Contractor shall prepare and submit for approval by the City, a construction schedule that will insure completion of the project within the contract time. The schedule shall be submitted to the Engineer within ten (10) calendar days after issuance of the notice of award. The Contractor will notify the City immediately of any significant changes in the submitted schedule of work.
- *Weather Limitations:* The contractor shall follow the Mid-West Concrete Industry Board, Inc (MCIB) Sections 10 and 11 for cold or hot weather concrete.

7. ADDITIONAL REQUIREMENTS

- *Notification:* Contractor shall place door hangers on the doors of affected property owners 48 hours in advance of the removal operations.
- *Tax Exempt:* This is a Tax Exempt Project
- *Utilities:* Regardless of what utilities are shown in the bidding documents and utility locations listed, the bidder shall contact each area utility to determine the presence and location of the utility lines. The bidder shall determine and shall assume the risk as to whether utilities that are to be relocated by the utility company have in fact been relocated and if not, when the utility company anticipates the relocation shall be completed. The bidder shall independently determine the reliability of the information received from the utility companies and shall make the determination as to the sequence and timing of utility relocations in determining a bid.

8. PROTECTION OF PUBLIC & PRIVATE PROPERTY

- *Missouri One Call:* Before starting work, the Contractor shall notify all utilities involved, and shall request them for cooperation in locating lines in advance of the work. The Contractor shall make reasonable effort to avoid breaking utility lines. The utility shall be notified immediately should a break occur in a line during construction under this contract. Any lines so broken by the contractor shall be repaired according to the utility company's standards at the expense of the Contractor.
- *Pavement Protection:* Wherever the work is along existing pavement, which is to be retained, traction equipment with lugs will not be permitted. The Contractor shall use utmost care not to damage or destroy any existing pavement. Any pavement damaged or destroyed due to the operations of the Contractor, which is not within the contract limits shall be replaced.
- *Damages:* The Contractor will exercise care to prevent damage to existing roadways, highways, ditches, shoulders, structures, trees, and underground utilities adjacent to construction site. The Contractor shall be held responsible for all damage to roads, highways, shoulders, ditches, bridges, culverts, trees, and other property, caused by him or his subcontractors in transporting materials to or from the site of work, regardless of location of such damage, and shall pay for or replace such damaged property to the satisfaction of the Owner of such property.

9. MEASUREMENT AND PAYMENT

It is the intent of the proposal that the total bid, as submitted, shall cover all work shown on the contract drawings and required by the specifications and other contract documents. All costs in connection with the work, including furnishing of all the materials, equipment, supplies, and appurtenances, providing all construction plant equipment and tools, and performing all necessary labor to fully complete the work, shall be included in the unit and lump sum prices named in the bid. No item or work that is required by the contract documents for the proper and successful completion of the contract will be paid for outside of or in addition to the prices submitted in the bid. All work not specially set forth in the proposal as a pay item shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices named in the bid.

10. ADDITIONAL INFORMATION

10.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 19-329-201

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) in consultation with the Finance Director. 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 Raymore and the Contractor must approve any changes to the contract in writing.

B. *Contract Period*

Award of this contract is anticipated prior to the end of May, 2019.

C. *Insurance*

The Bidder/Contractor shall procure, maintain, and provide proof of, insurance coverage's 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 Raymore by the Bidder/Contractor, its agents, representatives, employees or subcontractors. The City of Raymore 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.

1. General Liability

Commercial General Liability including Product/Completed Operations. The completed operations coverage is to remain in force for three years following the project completion.

Minimum Limits - General Liability:

\$1,000,000 Each Occurrence Limit
\$ 100,000 Damage to Rented Premises
\$ 5,000 Medical Expense Limit
\$1,000,000 Personal and Advertising Injury
\$2,000,000 General Aggregate Limit
\$1,000,000 Products & Completed Operations

2. Excess/Umbrella Liability

\$5,000,000 Each Occurrence
\$5,000,000 Aggregate

3. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Bidder/Contractor, its agents, representatives, employees or subcontractors.

Minimum Limits - Automobile Liability:

\$1,000,000 Combined Single Limit
\$5,000 Medical Expense Limit

4. Workers' Compensation

Limit as required by the Workers' Compensation Act of Missouri, Employers Liability, \$1,000,000 from a single carrier.

D. *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 Raymore, 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.

E. *Exemption from Taxes*

The City of Raymore 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.

F. *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 employees involved in this contract the required wages as listed in the prevailing Wage Order 25 for Cass County, Missouri, USA.

G. Invoicing and Payment

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

Invoices 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 Raymore 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 Raymore 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 Bidder/Contractor shall provide complete cooperation during any such investigation.

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

H. Cancellation

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

I. Contractual Disputes

The Contractor shall give written notice to the City of Raymore 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 Raymore 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 Finance Director, or her designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

J. *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.

K. *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 Raymore codes.

L. *Drug/Crime Free Work Place*

The Bidder acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Raymore 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 Bidder 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 Raymore in addition to any criminal penalties that may result from such conduct.

M. *Inspection*

At the conclusion of each job order, the Bidder 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 Bidder/Contractor at the Bidder's/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 Raymore.

N. *No 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.

O. *Safety Training*

Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which 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 which 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.

P. *Prevailing Wage Requirement (Public Projects under \$75,000 are excluded)*

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 25). 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 public body of \$100 per day (or portion of a day) for each worker that 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).

Q. *Permits/Certificates*

The successful Contractor shall be responsible for obtaining all permits/certificates, and for incurring all expenses associated with those items, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Occupational License" required of all contractors doing business within the City limits of Raymore. This permit can be obtained from the office of the City Clerk, 100 Municipal Circle, Raymore, Missouri, 64083.

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

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who held a 2012 Raymore Occupational 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.

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who did not hold a 2012 Raymore Occupational License, must provide a certificate of competency with a passing grade (70% or higher) from a nationally recognized testing institution; OR possess a Contractor's License from a reciprocating city; OR provide proof of a Bachelor's degree in Structural Engineering, Architecture or Construction Science.

R. *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%

S. *Bid Bond*

A bid bond or certified check from a surety or bank, acceptable to the City Clerk, 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 thirty (60) days after the date of opening of bids.

T. *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.

U. 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 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.

V. Maintenance Bond

Prior to acceptance of the project by the Raymore City Council, 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 and that shall remain in full force and effect for a period of two (2) years from the date of project acceptance by the Raymore City Council. 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.

W. 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.

X. 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.

Y. 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.

Z. Affidavit of Work Authorization and Documentation

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.

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

PROPOSAL FORM A
RFP 19-329-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Andrew Brit having authority to act on behalf of (Company name) Brait Construction LLC do hereby acknowledge that (Company name) Brait Construction LLC will be bound by all terms, costs, and conditions of this proposal for a period 90 days from the date of submission; and commit to sign the Agreements.

FIRM NAME: Brait Construction LLC

ADDRESS: P.O. Box 551
Street

ADDRESS: Raymore MO 64083
City State Zip

PHONE: (913) 485-8008

E-MAIL: andy.brait@braitconstructionllc.com

DATE: 3/28/2019 Andrew Brit - General Manager
(Month-Day-Year) Signature of Officer/Title

DATE: _____
(Month-Day-Year) Signature of Officer/Title

Indicate Minority Ownership Status of Bidder (for statistical purposes only):
Check One:

- MBE (Minority Owned Enterprise)
- WBE (Women Owned Enterprise)
- Small Business

PROPOSAL FORM B

RFP 19-329-201

CONTRACTOR DISCLOSURES

The Contractor submitting this RFP shall answer the following questions with regard to the past five (5) years. If any question is answered in the affirmative, the Firm shall submit an attachment, providing details concerning the matter in question, including applicable dates, locations, names of projects/project owners and circumstances.

1. Has the Firm been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise? Yes ___ No X
 2. Has the Firm been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency, or private enterprise? Yes ___ No X
 3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded? Yes ___ No X
 4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project? Yes ___ No X
 5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked? Yes ___ No X
 6. Have any liens been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers? Yes ___ No X
 7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company? Yes ___ No X
 8. Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety laws? Yes ___ No X
- *With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*
9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business? Yes ___ No X
 10. Has the Firm been the subject to any bankruptcy proceeding? Yes ___ No X

Legal Matters

1. Claims, Judgments, Lawsuits: Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Firm that involve potential damages of \$10,000 or more in the past 48 months?

___ Yes No If yes, provide details in an attachment.

2. Complaints, Charges, Investigations: Is the Firm currently or has the firm been the subject of any complaint, investigation or other legal action for alleged violations of law pending before any court or governmental agency within the past 48 months ?

___ Yes No If yes, provide details in an attachment.

Required Representations

In submitting this RFP, the Firm makes the following representations, which it understands are required as a condition of performing the Contract Work and receiving payment for same.

1. The Firm will possess all applicable professional and business licenses required for performing work in Raymore, Missouri.
2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Firm and all subcontractors that are employed or that may be employed in execution of the Contract Work shall be in full compliance with the City of Raymore requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.
5. The Firm represents that it has no conflicts of interests with the City of Raymore if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.
6. The Firm represents the prices offered and other information submitted in connection with its proposal for the Contract Work was arrived at independently without consultation, communication, or agreement with any other offeror or competitor.

7. The Firm will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

PROPOSAL FORM C
 RFP 19-329-201

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, the proposing firm must be in business for a minimum of 3 years and must demonstrate that they, or the principals assigned to this project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Raymore. *Please list any Municipalities that you have done work for in the past 48 months.

Please provide a minimum of five references where your firm has performed similar work to what is being requested in the RFP and within the past 36 months. Please include ONLY the following information:

- Company Name
- Mailing Address
- Contact Person/Email
- Telephone Number
- Project Name, Amount and Date completed

COMPANY NAME	<i>Please see attached work reference sheet</i>
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

State the number of Years in Business: 35

State the current number of personnel on staff: 10



PO Box 551 Raymore, MO. 64083

Contact: Andy Breit (913) 485-8008

Work Reference

Name: City of Raymore

Contact: Lorie Crandall

Mailing Address: 100 Municipal Circle Raymore, MO 64083

Telephone: 816-331-1852 Email: lcrandell@raymore.com

Project Name: 2016 Sanitary Sewer Rehabilitation

Amount: \$123,830

Date Completed: 5/5/2017 Scope: Rehabilitate manholes

Name: Cass County Water District #3

Contact: Anita Delaney

Mailing Address: 120 SE 30th St. Lee's Summit, MO 64082

Telephone: 816-246-6700 Email: pwsd3ajd@aol.com

Project Name: Chateau Place Water Main Replacement

Amount: \$13,838

Date Completed: 6/7/2018 Scope: Install water main

Name: Wil-Pav Inc.

Contact: Dan Ward

Mailing Address: 12900 E. Kentucky Rd, Sugar Creek, MO 64050

Telephone: 816-836-1786 Email: dan@wilpav.com

Project Name: High Drive Parking Lot – Grandview High School

Amount: \$110,838

Date Completed: 7/17/2017 Scope: Install site utilities – storm sewer

Name: City of Lake Lotawana

Contact: Keith Herzberg

Mailing Address: 100 Lake Lotawana Road Lake Lotawana, MO 64086

Telephone: 816-578-4215 Email: kherzberg@lakelotawana.org

Project Name: Lake Lotawana Sanitary Sewer Point Repairs

Amount: \$121,285.75

Date Completed: In Progress Scope: Sanitary sewer point repairs

Name: City of Raymore

Contact: Paschal Smith

Mailing Address: 100 Municipal Circle Raymore, MO 64083

Telephone: 816-331-1852 Email: psmith@raymore.com

Project Name: Morningview Emergency Water Repair

Amount: \$29,859

Date Completed: 3/25/2019 Scope: Emergency replacement of 6" water line

PROPOSAL FORM D
RFP 19-329-201

Proposal of BREIT CONSTRUCTION LLC, organized and
(Company Name)
existing under the law of the State of MISSOURI, doing business
as partnership (*)

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 19-329-201 - Jefferson St. Storm Sewer Replacement.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) _____, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Bidder hereby agrees to commence work under this contract on or before the date specified in the *Notice to Proceed* and to fully complete the project in accordance with the completion dates specified in the Special Provisions.

Bidder further acknowledges that bidder is the official holder of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri."

(*) Insert "a corporation, a partnership, or an individual" as applicable.

BID PROPOSAL FORM E – Project No. 19-329-201

Jefferson St. Storm Sewer Replacement

Base Bid

Base Bid Items	Units	Estimated Quantities	\$/Units	Total
24" Diameter HDPE Pipe	LF	80	\$75	\$ 6,000
Curb Inlet Connection	Each	1	\$1,593	\$ 1,593
Cast In Place End Section	Each	1	\$3,649	\$ 3,649
2" Asphalt	SY	50	\$77	\$ 3,850
Concrete Backfill	CY	16	\$259	\$ 4,144
Curb Replacement Roll Back	LF	50	\$43	\$ 2,150
Upstream Modifications	LS	1	\$3,513	\$ 3,513
Traffic Control	LS	1	\$2,282	\$ 2,282
Erosion Control	LS	1	\$1,210	\$ 1,210
Site Restoration	SY	250	\$9.40	\$ 2,350
Site Survey	LS	1	\$1,134	\$ 1,134
Mobilization, bonds and insurance	LS	1	\$1,677	\$ 1,677
TOTAL BASE BID				\$33,552

Total Base Bid for Project Number: 19-329-201

\$ 33,552.⁰⁰

In blank above insert numbers for the sum of the bid.

(\$ Thirty-three thousand five hundred fifty-two dollars and 00/100s)

In blank above write out the sum of the bid.

**BID PROPOSAL FORM E – RFP 19-329-201
CONTINUED**

Company Name Breit Construction LLC

By 
Authorized Person's Signature

Andrew Breit - General Manager
Print or type name and title of signer

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. _____

Addendum No. _____

Company Address PO Box 551
Raymore, MO
64083

Addendum No. _____

Addendum No. _____

Addendum No. _____

Phone (913) 485-8008

Addendum No. _____

Fax (816) 322-1241

Email andy.breit@breitconstructionllc.com

Date 3/28/2019

LATE BIDS CANNOT BE ACCEPTED!



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: April 22, 2019

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3447 - Fire Hydrant Replacement Project

STRATEGIC PLAN GOAL/STRATEGY

2.1 Set the standard for a safe and secure community

FINANCIAL IMPACT

Award To:	J&N Utilities Inc.
Amount of Request/Contract:	\$95,405.00
Amount Budgeted:	\$112,000
Funding Source/Account#:	Fund 54 - Enterprise Fund

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
June 2019	September 2019

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:
Date:
Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Mike Ekey

BACKGROUND / JUSTIFICATION

This project includes replacement of 20 non-operational fire hydrants at locations shown on the attached map.

Staff reviewed bids for the Fire Hydrant Replacement Project on March 28:

J&N Utilities Inc.	\$95,405
Breit Construction LLC	\$124,435
Hettinger Excavating LLC	\$132,750
G&G Mechanical Contractors	\$150,950
Tasco LLC	\$153,750

J&N Utilities Inc. was determined to be the lowest and best bidder. Staff recommends the contract for the Fire Hydrant Replacement Project to be awarded to J&N Utilities Inc. in the amount of \$95,405.

BILL 3447

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH J&N UTILITIES INC. FOR FIRE HYDRANT REPLACEMENT, CITY PROJECT NUMBER 19-328-201, IN THE AMOUNT OF \$95,405 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, the Fire Hydrant Replacement project was included in the 2019 capital budget; and

WHEREAS, staff reviewed the bids for this project on March 28, 2019 and determined J&N Utilities was the lowest and best.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:

Section 1. The City Manager is directed to enter into a contract in the amount of \$95,405 with J&N Utilities Inc., for the Fire Hydrant Replacement project.

Section 2. The City Manager is authorized to execute the contract attached as Exhibit A for the City of Raymore.

Section 3. The City Manager is authorized to approve change orders for this project within established budget constraints.

Section 4. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 22ND DAY OF APRIL, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 13TH DAY OF MAY, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

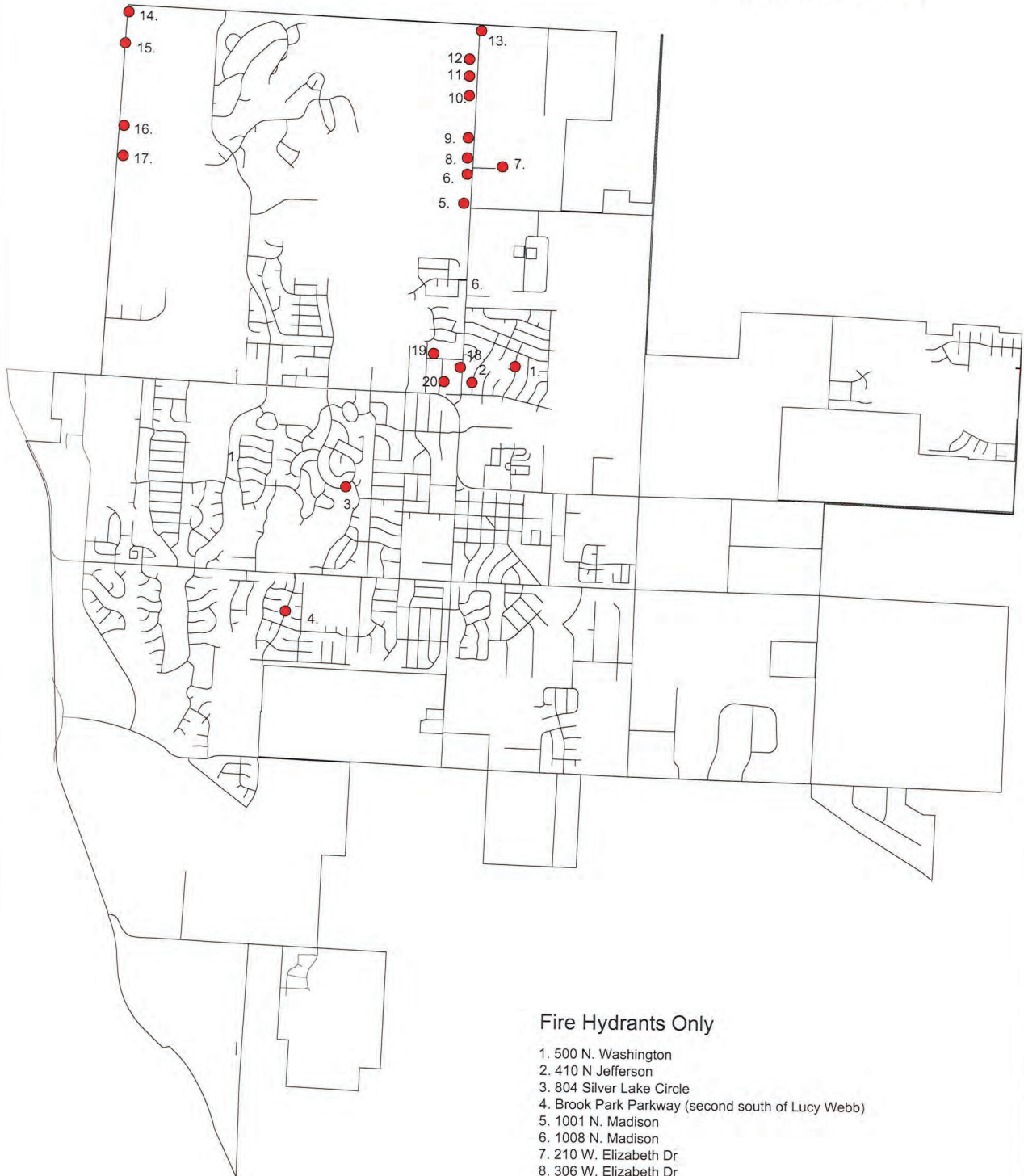
APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

2019 Fire Hydrant Replacement Map



Fire Hydrants Only

1. 500 N. Washington
2. 410 N Jefferson
3. 804 Silver Lake Circle
4. Brook Park Parkway (second south of Lucy Webb)
5. 1001 N. Madison
6. 1008 N. Madison
7. 210 W. Elizabeth Dr
8. 306 W. Elizabeth Dr
9. 1159 N. Madison
10. 1507 N. Madison
11. 1515 N Madison
12. 1603 N Madison
13. 1715 N Madison
14. 15505 Kentucky
15. 15715 Kentucky
16. 16101 Kentucky
17. 16601 Kentucky

Fire Hydrants and Valves

18. 410 N. Madison
19. 410 Palomino
20. 405 Arabian



CITY OF RAYMORE
CONTRACT FOR SERVICES

FIRE HYDRANT REPLACEMENT

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 13th day of May, 2019, between J&N Utilities Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at PO Box 1284, Blue Springs, MO 64013, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, 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 May 13, 2019 and coincidental with the City Manager'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 materials as specified in Request for Proposal 19-328-201 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. 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 take a maximum of **60** calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council 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 \$95,405.00.

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

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

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 by the Raymore City Council, 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.

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 the General Terms and Conditions Appendix B 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 Raymore 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 City Manager, 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 subcontractors and their employees and be responsible for the work performed by subcontractors 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 subcontractors 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 subcontractors 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 25) if project is over \$75,000. 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 as noted in the 2016 City of Raymore "Standard Contract Documents and Technical Specification & Design Criteria for Utility and Street Construction."

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. Awarded contractors and their subcontractors must provide a 10-hour OSHA construction safety program, or a similar program approved by the Department of Labor and Industrial Relations, for their on-site employees who have not previously completed such safety training and are directly engaged in public improvement construction;
- B. Awarded contractors and their subcontractors must require all on-site employees to complete this ten-hour program within 60 days of beginning construction work if they have not previously completed the program and have documentation of doing so. On site employees who cannot provide proper documentation of completion of required safety training when requested will be given 20 days to produce the documentation before being removed from the project and before their employers will be subject to penalties. Provide any completed certificates prior to project start.

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" 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. Buyer 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 at The City of Raymore 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.

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Jean Woerner, City Clerk

(SEAL)

J&N UTILITIES INC.

By: _____

Title: _____

Attest: _____

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

FIRE HYDRANT REPLACEMENT

ANTICIPATED SCOPE OF SERVICES:

- Replace 20 fire hydrants
- Install three, 6 inch gate valves at three of the hydrants
- Replace 150 sq feet of sidewalk, if damaged
- Restore any damaged lawns or landscaping
- Provide traffic control

Location of fire hydrants:

500 N Washington
410 N Jefferson
804 Silver Lake Cir
Brook Pkwy (Second hydrant from Lucy Webb)
Gore to 155th along Madison - 9 hydrants
15505 Kentucky North of mailbox
15715 Kentucky
16101 Kentucky
16603 Kentucky North of house
*410 N. Madison
*410 Palomino Dr.
*405 Arabian Dr.
(*Hydrant and Valve)

1. **SPECIFICATIONS WHICH APPLY**

The performance of the work, the materials required, the basis of measurement and the basis for payment for the various portions of the work shall be in accordance with the appropriate sections of the Kansas City Metropolitan Chapter of the American Public Works Association "Standard Specifications and Design Criteria" current edition, except as modified or added to by these Special Provisions, and the current contract document entitled "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri" 2013 and all subsequent revisions.

2. **PROJECT AWARD**

Award of this project will be based upon the sum of the bid schedules. The Contractor however, shall take special consideration of the "Information for

Bidders" section of the project contract documents; in particular, Evaluation of Bids in submitting their unit prices.

The City of Raymore preserves the right to increase, reduce or delete any bid items after award of the contract. No adjustments will be made to the unit prices bid on the contract for any items because of increase, reduction or deletion.

3. PROJECT COMPLETION AND SCHEDULE

It is expected that the contract shall be issued May 2019.

General Conditions, Section 17.02 of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri" October 2013 shall be amended to include the following:

Contractor shall complete work within 60 calendar days of execution of the Notice to Proceed.

4. ENGINEER

The City of Raymore Public Works Director or his/her designee shall be the Engineer for this project.

5. GENERAL CONDITIONS

The General Conditions shall be modified as follows. All provisions of the General Conditions which are not so modified or supplemented shall remain in full force and effect.

GC 6.02: Add "No. 1 Change Orders" and "No. 2 Addenda" to the order of preference list.

6. MEASUREMENT AND PAYMENT

It is the intent of the proposal that the total bid, as submitted, shall cover all work shown on the contract drawings and required by the specifications and other contract documents. All costs in connection with the work, including furnishing of all the materials, equipment, supplies, and appurtenances, and performing all necessary labor to fully complete the work, shall be included in the unit and lump sum prices named in the bid. No item or work that is required by the contract documents for the proper and successful completion of the contract will be paid for outside of or in addition to the prices submitted in the bid. All work not specially set forth in the proposal as a pay item shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices named in the bid.

- A. **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.
- B. **Fire Hydrant Removal and Replacement:** Fire Hydrant Removal and Replacement will be paid for at the unit bid price per each. The unit bid price shall include all materials, labor and equipment required to remove and dispose of the existing hydrant and pipe to the valve and install a new hydrant as per City specifications, including thrust blocks. The hydrants shall be EJCO, WaterMaster 5CD 250 or approved equal. An approved equal would have to meet the attached specifications to the City's satisfaction.
- C. **6 Inch Gate Valve:** 6 Inch Gate Valve shall be paid for at the unit bid price per each. The unit bid price shall include all materials, labor and equipment required to install valves at three of the new hydrants. The valve is to be a EJCO Flowmaster Resilient Wedge Gate Valve or approved equal. All valve risers shall be ductile iron. The contractor is required to notify the residents effected by the water shut off by door hangers 48 hours in advance.
- D. **Sidewalk:** Sidewalk shall be paid for at the unit bid price per square foot. The unit bid price shall include all labor, equipment and materials required to remove, dispose of and replace any sidewalk damaged during hydrant and valve installation. Concrete shall be a KCMMB 4K mix and the new sidewalk shall be doveled into the existing sidewalk.
- E. **Traffic Control:** Traffic Control shall be considered a lump sum item for payment. The unit bid price shall include all labor, equipment and materials necessary to maintain a safe work zone. All signage and barricades shall meet the MUTCD standards and the City reserves the right to require additional traffic control measures above what the contractor has supplied if deemed necessary.
- F. **Restoration:** Restoration shall be considered a lump sum item for payment. The unit bid price shall include all labor, equipment and materials required to restore any grass, vegetation or landscaping damaged during installation of the

hydrants or valves. Sod will be placed in residential lawns, seed and mulch shall be used in none maintained areas. Restoration shall be considered complete when the grass is established as per APWA specifications.

7. ADDITIONAL INFORMATION

7.1 Project is tax exempt.

Hydrant Specifications

1. Manufacturers shall provide sufficient documentation to assure that their hydrant will successfully meet the latest revisions of AWWA Standard C502. Fire hydrants shall be rated for 250 psi working pressure and be listed by Underwriters Laboratories Inc. (UL 246) and meet the test requirements of Factory Mutual (FM 1510) at this pressure.
2. Hydrants shall be of a true compression type, opening against the pressure and closing with the pressure. Composition of the main valve shall be a molded rubber having a durometer hardness of 91 +/- 5. The rubber seat valve shall fit a 5 1/4" opening and not be less than 1" thick.
3. Fire hydrants shall be Three-way in design, having (1) 4-1/2" NST Pumper nozzle, and (2) 2 1/2" Nat Std 2 7/8" Base, C Dome hose nozzle. Nozzles shall "thread" counterclockwise into hydrant barrel utilizing "o" ring pressure seals. A suitable nozzle lock shall be in place to prevent inadvertent nozzle removal. Wedging devices and/or ductile iron retainer rings to secure nozzles shall not be allowed.
4. The lubrication system shall be sealed from the waterway and any external contaminants by use of "o" ring pressure seals. Anti-friction washers shall be in place above and below the thrust collar of the operating nut to further minimize operating torque. The grease reservoir shall be factory filled with an FDA approved food grade lubricant. Oil shall not be used.
5. The operating nut shall be a one piece design, manufactured of ASTM B-584 bronze. It shall be 1 1/2" Pentagon- point to flat in size/shape. The operating nut shall be affixed to the bonnet by means of an ASTM B-584 bronze hold down nut. The hold down nut shall be threaded into the bonnet in such a manner as to prevent accidental disengagement during the opening cycle of the hydrant. A resilient weather seal shall be incorporated with the hold down nut, for the purpose of protecting the operating mechanism from the elements.
6. The direction of opening shall be Left. An arrow shall be cast on the top of the hydrant to indicate the opening direction.
7. The hydrant bonnet shall be attached to the upper barrel by no more than six bolts and nuts. All nuts and bolts below grade shall be 304 stainless steel.
8. The hydrant will have 5'0" Depth of bury, unless otherwise noted.

9. Hydrants shall be of the "Traffic Model" design, provided with a safety coupling and flange design that will permit a full 360 degree facing of the nozzles. O-rings shall be the Quad-Ring® type and be installed in a groove on the bottom of the joint so that taping or gluing to the upper standpipe or extension is not required. The safety coupling shall be a one piece design. Multiple part or cast iron coupling designs are not allowed.

10. The operating stem shall be a two piece design, not less than 1 ¼ " diameter (excluding threaded or machined areas). Threads shall be Acme type with no 60 deg. V threads allowed. Travel stops shall be in the inlet/shoe and are not allowed in the bonnet area. Screws, pins, bolts or fasteners used in conjunction with the stem coupling shall be stainless steel.

11. The inside diameter of the hydrant barrels shall not be less than 7 ¼ inches and the hydrant shall be painted Yellow.

12. Heavy duty drip shutoff (top plate) and valve seat shall be high strength manganese bronze. Valve seat shall be installed in a bronze seat ring. Drains shall be bronze lined and 3/8 inch diameter minimum. They shall operate without the use of springs, toggles, tubes, levers or other intricate synchronizing mechanisms. Lower valve plate shall be a one piece ductile iron casting and not require a separate cap nut. Drains shall be open and flushed during the first 4 turns of opening the hydrant before positively closing while operating the hydrant.

13. The shoe connection shall be Mechanical Joint or as specified. The inlet/shoe shall be fusion bonded epoxy coated per ANSI/AWWA C550 and with an NSF61 approved coating having ample blocking pads for sturdy setting. Six stainless steel bolts and nuts are required to fasten the shoe to the lower barrel. The shoe/inlet shall be directly connected to the standpipe flange. Designs using a sandwich piece in between the standpipe and shoe/inlet shall not be allowed.

14. External parts- the top bonnet, upper standpipe, lower standpipe and shoe shall be ductile iron to ensure strength throughout the exterior of the hydrant- Gray Iron hydrant body parts will not be allowed.

Municipality reserves the right to accept only those materials which are in full compliance with these specifications and deemed most advantageous to its interests.

Upon request, supplier shall furnish flow data indicating friction loss in psi at a flow of 1,000 gpm from the pumper nozzle. Such friction loss shall not exceed 2.5 psi. Also, the municipality may request the manufacturing "point of origin" for any/or all

hydrant parts. All cast components shall be made in the USA and Comply with EPA (AIS) requirements of Section 436.

Failure to comply with any of these above requirements is sufficient cause for rejection of proposed hydrants.

RESILIENT WEDGE GATE VALVE SPECIFICATION

1. Valves shall be resilient wedge types rated for 250 p.s.i. cold water working pressure. Valve performance shall meet or exceed the requirements of ANSI/AWWA C515. Valves shall meet the requirements of Underwriters Laboratories Standard 262.

2. Valve wall thickness shall exceed AWWA C515 and AWWA C153.

3. Valve body, bonnet, seal plate, and wedge casting shall be constructed of ductile iron in accordance with ASTM A536. The wedge casting shall be 100% encapsulated with nitrile rubber. No epoxy coating is allowed in wedge. This rubber shall be permanently bonded to the ductile iron wedge casting and shall meet ASTM D429 tests for rubber to metal bonding.

4. The stem and stem nut shall be made from high strength manganese bronze, UNS alloy C86700. Thrust washers shall be located above and below the thrust collar of the stem. The direction of opening for the valve shall be Left (OL).

5. There shall be 3 stem seal O-rings; Two in the seal plate which shall be replaceable with the valve in the full open position at rated working pressure, and one under the stem thrust collar. All gaskets shall be O-ring seals. O-rings set in a cartridge shall not be allowed.

6. The body, bonnet, and seal plate shall be epoxy coated in accordance with ANSI/NSF 61

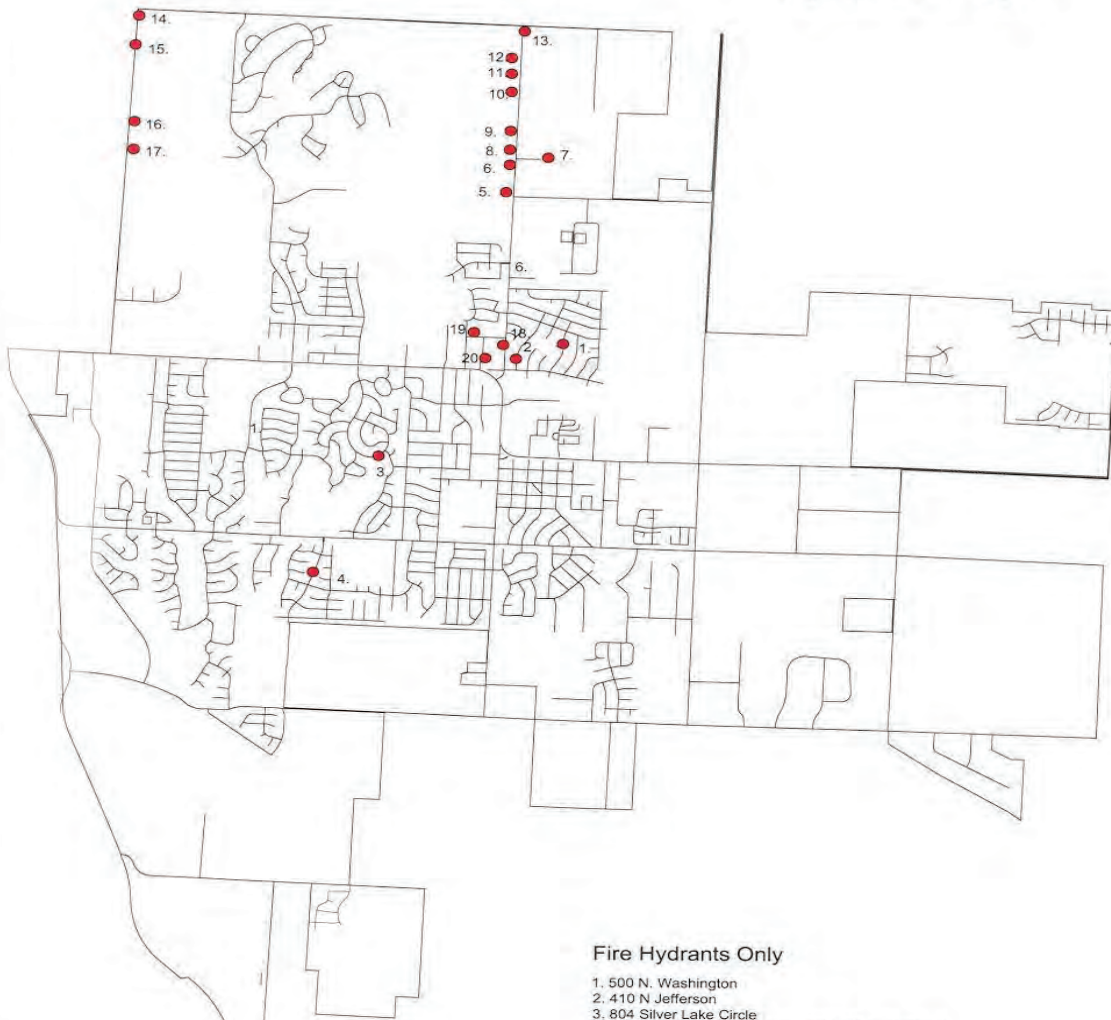
7. All Fasteners shall be stainless steel.

8. Valves shall have laying lengths and clear waterway openings for mechanical joint valves as listed below:

Valve Size	Laying Length	Waterway Diameter
2"	3 1/2"	2 3/16"
3"	4 3/4"	3 3/16"
4"	4 5/16"	4 3/16"
6"	4"	6 3/16"

8"	5 1/4"	8 3/16"
10"	6 7/8"	10 3/16"
12"	8"	12 3/16"
16"	14 1/2"	16 3/16"
20"	11"	20 3/16"
24"	16"	24 3/16"

2019 Fire Hydrant Replacement Map



Fire Hydrants Only

- 1. 500 N. Washington
- 2. 410 N Jefferson
- 3. 804 Silver Lake Circle
- 4. Brook Park Parkway (second south of Lucy Webb)
- 5. 1001 N. Madison
- 6. 1008 N. Madison
- 7. 210 W. Elizabeth Dr
- 8. 306 W. Elizabeth Dr
- 9. 1159 N. Madison
- 10. 1507 N. Madison
- 11. 1515 N Madison
- 12. 1603 N Madison
- 13. 1715 N Madison
- 14. 15505 Kentucky
- 15. 15715 Kentucky
- 16. 16101 Kentucky
- 17. 16603 Kentucky

Fire Hydrants and Valves

- 18. 410 N. Madison
- 19. 410 Palomino
- 20. 405 Arabian

CITY OF RAYMORE, MISSOURI
RFP # 19-328-201

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) in consultation with the Finance Director. 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 Raymore and the Contractor must approve any changes to the contract in writing.

B. *Contract Period*

Award of this contract is anticipated prior to the end of April, 2019.

C. *Insurance*

The Bidder/Contractor shall procure, maintain, and provide proof of insurance coverage 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 Raymore by the Bidder/Contractor, its agents, representatives, employees or subcontractors. The City of Raymore 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.

1. General Liability

Commercial General Liability including Product/Completed Operations. The completed operations coverage is to remain in force for three years following the project completion.

Minimum Limits - General Liability:

\$1,000,000 Each Occurrence Limit
\$ 100,000 Damage to Rented Premises
\$ 5,000 Medical Expense Limit
\$1,000,000 Personal and Advertising Injury
\$2,000,000 General Aggregate Limit
\$1,000,000 Products & Completed Operations

2. Excess/Umbrella Liability

\$5,000,000 Each Occurrence
\$5,000,000 Aggregate

3. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Bidder/Contractor, its agents, representatives, employees or subcontractors.

Minimum Limits - Automobile Liability:

\$1,000,000 Combined Single Limit
\$5,000 Medical Expense Limit

4. Workers' Compensation

Limit as required by the Workers' Compensation Act of Missouri, Employers Liability, \$1,000,000 from a single carrier.

D. *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 Raymore, 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.

E. *Exemption from Taxes*

The City of Raymore 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.

F. *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 employees involved in this contract the required wages as listed in the prevailing Wage Order 25 for Cass County, Missouri, USA.

G. *Invoicing and Payment*

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

Invoices 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 Raymore 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 Raymore 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 Bidder/Contractor shall provide complete cooperation during any such investigation.

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

H. *Cancellation*

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

I. *Contractual Disputes*

The Contractor shall give written notice to the City of Raymore 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 Raymore 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 Finance Director, or her designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

J. *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.

K. *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 Raymore codes.

L. *Drug/Crime Free Work Place*

The Bidder acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Raymore 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 Bidder 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 Raymore in addition to any criminal penalties that may result from such conduct.

M. *Inspection*

At the conclusion of each job order, the Bidder 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 Bidder/Contractor at the Bidder's/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 Raymore.

N. *No 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.

O. *Safety Training*

Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which 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 which 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.

P. *Prevailing Wage Requirement (Public Projects under \$75,000 are excluded)*

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 25). 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 public body of \$100 per day (or portion of a day) for each worker that 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).

Q. *Permits/Certificates*

The successful Contractor shall be responsible for obtaining all permits/certificates, and for incurring all expenses associated with those items, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Occupational License" required of all contractors doing business within the City limits of Raymore. This permit can be obtained from the office of the City Clerk, 100 Municipal Circle, Raymore, Missouri, 64083.

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

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who held a 2012 Raymore Occupational 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.

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who did not hold a 2012 Raymore Occupational License, must provide a certificate of competency with a passing grade (70% or higher) from a nationally recognized testing institution; OR possess a Contractor’s License from a reciprocating city; OR provide proof of a Bachelor’s degree in Structural Engineering, Architecture or Construction Science.

R. *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%

S. *Bid Bond*

A bid bond or certified check from a surety or bank, acceptable to the City Clerk, 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 thirty (60) days after the date of opening of bids.

T. *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.

U. 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 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.

V. Maintenance Bond

Prior to acceptance of the project by the Raymore City Council, 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 and that shall remain in full force and effect for a period of two (2) years from the date of project acceptance by the Raymore City Council. 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.

W. 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.

X. 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.

Y. 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.

Z. Affidavit of Work Authorization and Documentation

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.

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

PROPOSAL FORM A
RFP 19-328-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) John Crawford having authority to act on behalf of (Company name) J+N Utilities Inc do hereby acknowledge that (Company name) J+N Utilities Inc will be bound by all terms, costs, and conditions of this proposal for a period 90 days from the date of submission; and commit to sign the Agreements.

FIRM NAME: J+N Utilities Inc

ADDRESS: PO Box 1284
Street

ADDRESS: Blue Springs mo 64013
City State Zip

PHONE: 816-220-1996

E-MAIL: John@JNUtilitiesInc.com

DATE: 3-27-19 John Crawford VP
(Month-Day-Year) Signature of Officer/Title

DATE: _____
(Month-Day-Year) Signature of Officer/Title

Indicate Minority Ownership Status of Bidder (for statistical purposes only):
Check One:

- MBE (Minority Owned Enterprise)
- WBE (Women Owned Enterprise)
- Small Business

PROPOSAL FORM B
RFP 19-328-201

CONTRACTOR DISCLOSURES

The Contractor submitting this RFP shall answer the following questions with regard to the past five (5) years. If any question is answered in the affirmative, the Firm shall submit an attachment, providing details concerning the matter in question, including applicable dates, locations, names of projects/project owners and circumstances.

1. Has the Firm been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise? Yes ___ No
2. Has the Firm been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency, or private enterprise? Yes ___ No
3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded? Yes ___ No
4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project? Yes ___ No
5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked? Yes ___ No
6. Have any liens been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers? Yes ___ No
7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company? Yes ___ No
8. Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety laws? Yes ___ No
**With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*
9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business? Yes ___ No
10. Has the Firm been the subject to any bankruptcy proceeding? Yes ___ No

Legal Matters

1. Claims, Judgments, Lawsuits: Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Firm that involve potential damages of \$10,000 or more in the past 48 months?

Yes No If yes, provide details in an attachment.

2. Complaints, Charges, Investigations: Is the Firm currently or has the firm been the subject of any complaint, investigation or other legal action for alleged violations of law pending before any court or governmental agency within the past 48 months ?

Yes No If yes, provide details in an attachment.

Required Representations

In submitting this RFP, the Firm makes the following representations, which it understands are required as a condition of performing the Contract Work and receiving payment for same.

1. The Firm will possess all applicable professional and business licenses required for performing work in Raymore, Missouri.
2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Firm and all subcontractors that are employed or that may be employed in execution of the Contract Work shall be in full compliance with the City of Raymore requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.
5. The Firm represents that it has no conflicts of interests with the City of Raymore if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.
6. The Firm represents the prices offered and other information submitted in connection with its proposal for the Contract Work was arrived at independently without consultation, communication, or agreement with any other offeror or competitor.

7. The Firm will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

PROPOSAL FORM C
 RFP 19-328-201

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, the proposing firm must be in business for a minimum of 3 years and must demonstrate that they, or the principals assigned to this project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Raymore. *Please list any Municipalities that you have done work for in the past 48 months.

Please provide a minimum of five references where your firm has performed similar work to what is being requested in the RFP and within the past 36 months. Please include ONLY the following information:

- Company Name
- Mailing Address
- Contact Person/Email
- Telephone Number
- Project Name, Amount and Date completed

Attached

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

State the number of Years in Business: 25

State the current number of personnel on staff: 12

J & N Utilities, Inc.					
Project Name	Owner	Engineer	Contract Date	Type of Work	Cost
Raw Water Supply Facility	Tri County Water Authority John Overstreet 816-796-4100	HDR 816-347-1100	11/30/2015	Water	3,579,000.00
Infrastructure Water Mains	City of Lake Tapawingo Lake Tapawingo, MO	Larkin Chad Harrington 816-361-0440	9/25/2015	Water	2,727,000.00
Low Pressure Sewer Improv.	Johnson County Wastewater	HDR Kent Newport 816-347-1100	9/1/2015	Sewer	7,464,000.00
211th Street Water Imp.	PWSD #2 PO Box 323 Belton, MO 64012 816-331-7108	Larkin Chad Harrington 816-361-0440	6/4/2015	Water	220,541.00
2014 Water Imp.	City of Richmond, KS Richmond, KS	BG Consultants 1405 Wakaruse Dr Lawrence, KS 66049 785-749-4474	2/23/2015	Water	1,416,528.00
Lotawana Water Imp.	Water Dist. #15 13213 Lone Jack Lee's Summit, MO 64086 816-578-4424	Larkin Chad Harrington 816-361-0440	6/5/2013	Water	1,251,000
Water Line Extension & Pump Station	Water Dist #16 PO Box 88 Sibley, MO 64088	HDR Scott Fleming 816-554-3019	5/5/2013	Water	1,200,000
Lake Lotawana Sewer Repairs	City of Lake Lotawana 100 Lake Lotawana Lake Lotawana, MO 64086 816-578-4215	Lake Lotawana Howard 816-578-4215	1/1/2014	Sewer	133,729
Russell KS Meter Replacement	City of Russell 138 W 8th Russell, KS 67665	Bartlett & West Bryan Ford 785-272-2252	5/5/2014	Water	674,361
Madison & Gore Water line	City of Raymore 100 Municipal Raymore, MO 64033 816-892-3045	City of Raymore Paschal Smith 816-892-3045	12/1/2012	Water	317,838

PROPOSAL FORM D

RFP 19-328-201

Proposal of J+N Utilities Inc, organized and
(Company Name)
existing under the law of the State of Missouri, doing business
as Corporation (*)

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 19-328-201 – Fire Hydrant Replacement Project.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 1, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Bidder hereby agrees to commence work under this contract on or before the date specified in the *Notice to Proceed* and to fully complete the project in accordance with the completion dates specified in the Special Provisions.

Bidder further acknowledges that bidder is the official holder of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri."

(*) Insert "a corporation, a partnership, or an individual" as applicable.

BID PROPOSAL FORM E – Project No. 19-328-201

Fire Hydrant Replacement Project

Base Bid

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance	Lump Sum	1	4500 ⁰⁰	\$ 4500 ⁰⁰
Fire Hydrant Removal & Replace	Each	20	3900 ⁰⁰	\$ 78000 ⁰⁰
6" Gate Valve	Each	3	885 ⁰⁰	\$ 2655 ⁰⁰
Sidewalk	Sq Ft	150	15 ⁰⁰	\$ 2250 ⁰⁰
Traffic Control	LS	1	2500 ⁰⁰	\$ 2500 ⁰⁰
Restoration	LS	1	5500 ⁰⁰	\$ 5500 ⁰⁰
TOTAL BASE BID				\$ 95405 ⁰⁰

Total Base Bid for Project Number: 19-328-201

\$ 95405⁰⁰

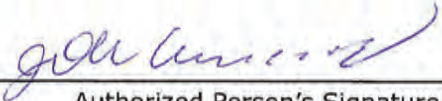
In blank above insert numbers for the sum of the bid.

(\$ Ninety five thousand four hundred five dollars +⁰⁰)

In blank above write out the sum of the bid.

**BID PROPOSAL FORM E – RFP 19-328-201
CONTINUED**

Company Name J+N Utilities Inc

By 
Authorized Person's Signature

John Crawford, Vice President
Print or type name and title of signer

Company Address Po Box 1284

Blue Springs mo 64013

Phone 816-220-1996

Fax 816-220-1925

Email John@JNUtilitiesInc.com

Date 3-28-19

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

LATE BIDS CANNOT BE ACCEPTED!



CITY OF RAYMORE
100 Municipal Circle • Raymore, MO. 64083
Phone • 816-892-3045 • Fax • 816-892-3093

ADDENDUM NO. 1
Fire Hydrant Replacement
Project #19-328-201

All plan holders are hereby notified and agree by signature below, that the proposal includes consideration of the following changes, amendments, and/or clarifications and costs associated with these changes and are included in the proposal.

Addendum No. 1 - Clarification.

1. Clarification: The hydrant replacement is from the hydrant assembly to the valve

2. Question: It appears the project has sole sourced EJCO hydrants, and valve's on this project when Clow, and Kennedy's are in your specs also? Could you please clarify

Response: The RFP is written not as a sole source, but as a specification. We would accept an equal that can meet these specs. If you suggest a hydrant, please submit the specifications that meet or exceed the hydrant as specified in the RFP for review.

3. Pre-Bid Attendees:

- Hettinger Excavating
- J & N Utilites Inc.
- Earthworks Excavation
- Holthouse Construction
- G & G Mechanical
- Tasco LLC
- Breit Construction

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after March 25th, 2019 at 5 p.m.

I hereby certify that the above have been considered and associated costs have been included in this bid.

Company Name: J & N Utilites Inc

By: John Crawford

Title: Vice President

Address: PO Box 1284

City, State, Zip: Blue Springs mo 64013

Date: 3-28-19 Phone: 816-220-1996

Signature of Bidder: [Handwritten Signature]

ADDENDUM MUST BE SUBMITTED WITH BID



Company ID Number: 195810

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING**

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **J & N Utilities, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



Company ID Number: 195810

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer **J & N Utilities, Inc.**

Lisa Crawford

Name (Please Type or Print)

Title

Electronically Signed

03/06/2009

Signature

Date

Department of Homeland Security - Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

03/06/2009

Signature

Date



VERIFY IS A SERVICE OF DED



Company ID Number: 195810

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: J & R UNIFORMS, INC.

Company Facility Address: 617C Industrial Drive

Blue Springs, MO 64014

Company Alternate:

Address: PO Box 1284

Blue Springs, MO 64014

County or Parish: JACKSON

Employer Identification

Number: 433713400

North American Industry
Classification System

Code: 237

Parent Company:

Number of Employees: 10 to 19

Number of Sites Verified

for:

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MISSOURI 1 site(s)



Company ID Number: 195810

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Lisa Crawford	Fax Number:	(816) 220 - 1925
Telephone Number:	(816) 220 - 1996		
E-mail Address:	lisac441@comcast.net		



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: April 22, 2019

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3451 - Award of Contract: 2019 Curb Project to Terry Snelling Construction, Inc.

STRATEGIC PLAN GOAL/STRATEGY

Goal 2.3 Improve safety for all modes of travel throughout the community.

FINANCIAL IMPACT

Award To:	Terry Snelling Construction, Inc.
Amount of Request/Contract:	\$384,832
Amount Budgeted:	\$600,000
Funding Source/Account#:	Fund (46) Fund (36)

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
June 2019	September 2019

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:
Date:
Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
Current Project Map

REVIEWED BY:

Mike Ekey

BACKGROUND / JUSTIFICATION

The 2019 Curb Project will include work in the following neighborhoods as shown on the attached map:

Canter Ridge	Timber Trails
Shadowood	Silver Lake
Creekmoor	Bristol Manor
Cedar Ridge	

Staff received bids on April 11:

Terry Snelling Construction, Inc	\$384,832.00
S&A Contracting LLC	\$431,888.50

Terry Snelling Construction Inc. is the lowest and best bidder. Staff recommends the contract for the 2019 Curb Project to be awarded to Terry Snelling Construction Inc. in the amount of \$384,832.

BILL 3451

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TERRY SNELLING CONSTRUCTION, INC. FOR THE 2019 CURB PROJECT, CITY PROJECT NUMBER 19-327-201, IN THE AMOUNT OF \$384,832 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, the 2019 Curb Project is included in the FY 2019 budget; and

WHEREAS, the City Council finds the improvements are necessary; and

WHEREAS, staff reviewed bids for this project on April 11, 2019 and determined Terry Snelling Construction is the lowest and best bidder.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:

Section 1. The City Manager is hereby directed and authorized to enter into a contract in the amount of \$384,832 with Terry Snelling Construction Inc. for the 2019 Curb Project attached as Exhibit A.

Section 2. The City Manager is hereby authorized to execute the terms of the contract and is authorized to approve change orders for this project within established budget constraints.

Section 3. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 22ND DAY OF APRIL, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 13TH DAY OF MAY, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



Proposed 2019
Curb Replacement Program

4

North

1302 Creekmoor Dr

Johnston
Pkwy

E. Sunrise Dr

Belmont Dr

Derby St

Preakness Dr

Cedar
Ridge Dr.

Meadowlark Dr.



CITY OF RAYMORE
CONTRACT FOR SERVICES

2019 CURB PROJECT

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 13th day of May, 2019, between Terry Snelling Construction Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 20004 E Yocum Road, Independence, MO 64058, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, 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 May 13, 2019 and coincidental with the City Manager'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 materials as specified in Request for Proposal 19-327-201 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. 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 take a maximum of **120** calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council 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 \$384,832.

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

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

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 by the Raymore City Council, 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.

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 the General Terms and Conditions Appendix B 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 Raymore 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 City Manager, 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 subcontractors and their employees and be responsible for the work performed by subcontractors 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 subcontractors 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 subcontractors 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 25) if project is over \$75,000. 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 as noted in the 2016 City of Raymore "Standard Contract Documents and Technical Specification & Design Criteria for Utility and Street Construction."

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. Awarded contractors and their subcontractors must provide a 10-hour OSHA construction safety program, or a similar program approved by the Department of Labor and Industrial Relations, for their on-site employees who have not previously completed such safety training and are directly engaged in public improvement construction;
- B. Awarded contractors and their subcontractors must require all on-site employees to complete this ten-hour program within 60 days of beginning construction work if they have not previously completed the program and have documentation of doing so. On site employees who cannot provide proper documentation of completion of required safety training when requested will be given 20 days to produce the documentation before being removed from the project and before their employers will be subject to penalties. Provide any completed certificates prior to project start.

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" 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. Buyer 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 at The City of Raymore 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.

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Jean Woerner, City Clerk

(SEAL)

TERRY SNELLING CONSTRUCTION INC.

By: _____

Title: _____

Attest: _____

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

2019 CURB PROJECT

Scope of Services:

- The 2019 Curb Replacement Project primarily consist of removal and replacement of existing curb and ADA ramps.

List of Streets for Repairs:

Street	Start	End	Est Qty (LF)	Type of Curb
Belmont Dr (New curb at driveway taken out of estimate)	Canter St	Derby St	1560	Modified
Preakness Dr	Derby St	Shiloh Dr	610	Modified
Derby St (New curb at driveway taken out of estimate)	Belmont Dr	Preakness Dr	1030	Modified
Cedar Ridge Drive (High Back)	Lucy Webb Rd	Cedar Ridge Cir	1000	Straight Back CG-1
Meadowlark Dr (New curb at driveway taken out of estimate) (Curb on Island at Lucy Webb only)	Lucy Webb Rd	Dean Avenue	4300	Modified
Johnston Pkwy	Hawk Ridge Park S Entry	Hawk Ridge Park S Entry	500	Modified
1302 Creekmoor Drive	1302 Creekmoor Drive	1302 Creekmoor Drive	50	Roll back CG-2
E. Sunrise Drive	J-Hwy	522 S. Sunrise Drive	4000	Modified
Curb at various locations			1000	Various

1. **SPECIFICATIONS WHICH APPLY**

The Supplementary Conditions define the Project; establish the standards by which the work will be performed and further clarify those standards for the specific locations involved. These Supplementary Conditions supersede all other provisions of the documents wherein there is a conflicting statement. The performance of the work, the material requirements, the basis of measurement and the basis of payment for the various portions of the work shall be in accordance with the appropriate sections of the Kansas City Chapter of the APWA "Standard Specifications and Design Criteria" current edition, except as altered or modified by these supplementary conditions, and the contract document entitled, "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri, latest edition. This document shall be considered Supplementary Conditions for the purpose of Section 1.39 of the Kansas City Chapter of the APWA "Standard Specifications and Design Criteria" and shall be take precedence for construction. All equipment and material not covered by APWA, the City's Technical Specifications or MODOT's Standard Specifications for Highway Construction Manual are included following this sheet. *Where the standards are in conflict, the more stringent criteria shall apply.*

2. PROJECT AWARD

Award of this project will be based upon the sum of the bid schedules. The Contractor however, shall take special consideration of the "Information for Bidders" section of the project contract documents; in particular, Evaluation of Bids in submitting their unit prices.

The City of Raymore preserves the right to increase, reduce or delete any bid items after award of the contract. No adjustments will be made to the unit prices bid on the contract for any items because of increase, reduction or deletion. **Additional streets with various lengths of curb replacement may be added to the project.**

3. PROJECT COMPLETION AND SCHEDULE

Contractor shall complete work within **120** calendar days of issuance of the Notice to Proceed.

4. ENGINEER

The City of Raymore Public Works Director or his/her designee shall be the Engineer for this project.

5. GENERAL CONDITIONS

The General Conditions shall be modified as follows. All provisions of the General Conditions which are not so modified or supplemented shall remain in full force and effect.

GC 6.02: Add "No. 1 Change Orders" and "No. 2 Addenda" to the order of preference list.

6. SPECIAL CONDITIONS

- *Existing Curb Removal:* The unit price named in the bid shall be for the linear feet of existing curb & gutter removed. The unit price named in the bid shall cover all costs in connection therewith for removing any type of existing curb and/or additional existing materials to install replacement curb including cutting and disposal of material. Curb removal will be in several areas of varying lengths per street. Any required detour or road closure signage or other required signage shall be subsidiary to this bid item. **Weather permitting curb shall be replaced within 24 hours of existing curb removal.** No street cuts shall be permitted during the removal or replacement of the curb without permission. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems.
- *Curb Replacement Modified Straight Back and Roll Back:* The unit price named in the bid shall be for the linear feet of curb & gutter replaced. The unit price named in the bid shall cover all costs in connection therewith for both modified straight back (see attached detail) and roll back curb (CG-2), including: doweling into existing curb, expansion material, installation of new curb and protection of the new curb during the curing process. Curb replacement will be in several areas of varying lengths per street. **Concrete curb shall be an approved KCMMB 4K mixture.** Any required detour or road closure signage or other required signage shall be subsidiary to this bid item. **Weather permitting curb shall be replaced within 24 hours of existing curb removal.** One set of concrete compressive strength cylinders shall be made each week curb is installed. Four cylinders per test site will be required. Testing shall be subsidiary to this bid item. No street cuts shall be permitted during the removal or replacement of the curb without permission. Curb backfill and if required asphalt repairs shall be completed within 5 days of the new curb installation. (See attached curb replacement straight back curb and gutter detail for the modified straight back curb profile). Contractor shall repair at no additional cost any items damaged during

construction including but not limited to sprinkler systems.

- *Curb Replacement (CG-1) Straight Back:* The unit price named in the bid shall be for the linear feet of curb & gutter replaced. The unit price named in the bid shall cover all costs in connection therewith for CG-1, including: doweling into existing curb, expansion material and installation of new curb and protection of the new curb during the curing process. Curb replacement will be in several areas of varying lengths per street. **Concrete curb shall be an approved KCMMB 4K mixture.** Any required detour or road closure signage or other required signage shall be subsidiary to this bid item. **Weather permitting curb shall be replaced within 24 hours of existing curb removal.** One set of concrete compressive strength cylinders shall be made each **week** curb is installed. Four cylinders per test site will be required. Testing shall be subsidiary to this bid item. No street cuts shall be permitted during the removal or replacement of the curb without permission. Curb backfill and if required asphalt repairs shall be completed within 5 days of the new curb installation. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems.
- *Surface Mount Detectable Warning Tiles:* The unit price named in the bid shall be for each tile installed. The unit price named in the bid shall cover all costs in connection therewith to install the tiles on existing ADA ramps. The tiles shall be Surface Applied Armor Tile Detectable Warning Surface or an approved equal. The tile shall be at least 2' x 4' in size and be brick red in color.
- *ADA Ramp:* The unit price named in the bid shall be for Each ADA Ramp installed. The unit price named in the bid shall cover all costs in connection therewith, including cutting, removal of existing material, disposal of material, doweling into existing concrete, truncated dome pad (more than one pad may be required), removing and replacing up to 20 LF of curb, installation of new ADA Ramp and protection of the new ramp during the curing process. The ADA Ramps includes the transition, ramp, landing and up to 15' of sidewalk. **Concrete used in the ADA Ramp shall be an approved KCMMB 4K mixture.** Site restoration is subsidiary to the ADA ramp bid item. The site shall be restored to equivalent or better condition. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems. **The ADA ramp shall be 6" thick concrete without reinforcement bar. The ADA Ramps may be installed on streets**

receiving curb replacement and various locations throughout the City of Raymore.

- *ADA Ramp Edge Curb:* The unit price named in the bid shall be for the linear feet of ADA Ramp Edge Curb installed. The unit price named in the bid shall cover all costs in connection therewith for ADA Ramp Edge Curb including: doweling, installation of new curb and protection of the new curb during the curing process. Not all ADA ramps will require curb. ADA Ramp Edge Curb will be installed where final grading does not allow for normal installation of ADA Ramps. **Concrete used in the ADA Ramp Edge Curb shall be an approved KCMMB 4K mixture.** An example of this type of curb is located at the ADA ramps at Broadmoor Drive and Municipal Circle on the West side of Raymore City Hall.
- *Expansion Joint:* The unit price named in the bid shall be for the linear feet of expansion joint material installed. The unit price named in the bid shall cover all costs in connection therewith to install ½" expansion joint material between the new curb and the existing sidewalk on E. Sunrise Drive.
- *Mobilization, Bonds and Insurance:* The unit price named in the bid shall be for the Lump Sum (LS) of the mobilization, bonds and insurance. Please see Appendix B General Terms and Conditions for additional information.
- *Expansion Joints & Dowels:* The contractor shall use three #5 smooth dowels when connecting into existing concrete. One end of each section of curb replacement shall also use ¾ inch expansion joint material with three greased and capped #5 smooth dowels. See the City's Technical Specifications for additional information regarding expansion joints and dowels.
- *Site Restoration:* Site Restoration shall be considered subsidiary to the curb replacement bid item. The contractor shall follow APWA specifications section 2400 for Type A seed. Topsoil shall be used as fill material. Topsoil shall be defined as: fertile, friable and loamy soil of uniform quality, without admixture of subsoil material, and shall be free from material such as hard clods, stiff clay, hardpan, partially disintegrated stone, pebbles larger than one inch in diameter, and other impurities. Topsoil shall be relatively free from grass, roots, weeds, and other objectionable plant material or vegetative debris undesirable or harmful to plant life or which will prevent the formation of suitable seedbed. **Acceptance of this project and release of final payment will not occur until vegetation is established.**

- *Working Hours:* No work shall start before 7:00 A.M. including maintenance of equipment. ALL streets will be open to traffic no later than 4:00 p.m. unless expressly authorized in writing by the City Engineer. The City Engineer shall approve all work to be performed on Saturday, Sunday and on any holidays. All requests for doing such work shall be given 48 hours in advance.
- *Traffic Control and Traffic Routing:* Construction operations shall be coordinated to result in the least practicable delay to traffic. Flagmen are required for all one way traffic operations. In the case where the flagmen with signing paddles are in excess of 300 feet or out of visual contact, two-way radios will be required for traffic control. Prior to construction, the contractor must submit to the city a Traffic Control Plan meeting the requirements of the Manual on Uniform Traffic Control Devices.
- *Signing:* The Contractor will furnish adequate signs, barricades, warning lights and all other equipment necessary in accordance with the Manual on Uniform Traffic Control Devices, to direct and re-route traffic and will furnish flagmen and other personnel necessary to provide the required traffic control in accordance with the approved schedule of operations.
- *Construction Schedule:* After being awarded the contract, the Contractor shall immediately prepare and submit for approval by the City, a construction schedule that will insure completion of the project within the contract time. The schedule shall be submitted to the Engineer within ten (10) calendar days after issuance of the notice of award. The Contractor will notify the City immediately of any significant changes in the submitted schedule of work.
- *Weather Limitations:* The contractor shall follow the Mid-West Concrete Industry Board, Inc (MCIB) Sections 10 and 11 for cold or hot weather concrete.

7. ADDITIONAL REQUIREMENTS

- *Notification:* Contractor shall place door hangers on the doors of affected property owners 48 hours in advance of the removal operations.
- *Tax Exempt:* This is a Tax Exempt Project
- *Utilities:* Regardless of what utilities are shown in the bidding documents and utility locations listed, the bidder shall contact each area utility to

determine the presence and location of the utility lines. The bidder shall determine and shall assume the risk as to whether utilities that are to be relocated by the utility company have in fact been relocated and if not, when the utility company anticipates the relocation shall be completed. The bidder shall independently determine the reliability of the information received from the utility companies and shall make the determination as to the sequence and timing of utility relocations in determining a bid.

8. PROTECTION OF PUBLIC & PRIVATE PROPERTY

- *Missouri One Call:* Before starting work, the Contractor shall notify all utilities involved, and shall request them for cooperation in locating lines in advance of the work. The Contractor shall make reasonable effort to avoid breaking utility lines. The utility shall be notified immediately should a break occur in a line during construction under this contract. Any lines so broken by the contractor shall be repaired according to the utility company's standards at the expense of the Contractor.
- *Pavement Protection:* Wherever the work is along existing pavement, which is to be retained, traction equipment with lugs will not be permitted. The Contractor shall use utmost care not to damage or destroy any existing pavement. Any pavement damaged or destroyed due to the operations of the Contractor, which is not within the contract limits shall be replaced.
- *Damages:* The Contractor will exercise care to prevent damage to existing roadways, highways, ditches, shoulders, structures, trees, and underground utilities adjacent to construction site. The Contractor shall be held responsible for all damage to roads, highways, shoulders, ditches, bridges, culverts, trees, and other property, caused by him or his subcontractors in transporting materials to or from the site of work, regardless of location of such damage, and shall pay for or replace such damaged property to the satisfaction of the Owner of such property.

9. MEASUREMENT AND PAYMENT

It is the intent of the proposal that the total bid, as submitted, shall cover all work shown on the contract drawings and required by the specifications and other contract documents. All costs in connection with the work, including furnishing of all the materials, equipment, supplies, and appurtenances, providing all construction plant equipment and tools, and performing all necessary labor to fully complete the work, shall be included in the unit and lump sum prices named in the bid. No item or work that is required by the

contract documents for the proper and successful completion of the contract will be paid for outside of or in addition to the prices submitted in the bid. All work not specially set forth in the proposal as a pay item shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices named in the bid.

10. ADDITIONAL BIDDING INFORMATION

10.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP #19-327-201

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) in consultation with the Finance Director. 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 Raymore and the Contractor must approve any changes to the contract in writing.

B. *Contract Period*

Award of this contract is anticipated prior to the end of May, 2019.

C. *Insurance*

The Bidder/Contractor shall procure, maintain, and provide proof of, insurance coverage's 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 Raymore by the Bidder/Contractor, its agents, representatives, employees or subcontractors. The City of Raymore 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.

1. General Liability

Commercial General Liability including Product/Completed Operations. The completed operations coverage is to remain in force for three years following the project completion.

Minimum Limits - General Liability:

\$1,000,000 Each Occurrence Limit
\$ 100,000 Damage to Rented Premises
\$ 5,000 Medical Expense Limit
\$1,000,000 Personal and Advertising Injury
\$2,000,000 General Aggregate Limit
\$1,000,000 Products & Completed Operations

2. Excess/Umbrella Liability

\$5,000,000 Each Occurrence
\$5,000,000 Aggregate

3. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Bidder/Contractor, its agents, representatives, employees or subcontractors.

Minimum Limits - Automobile Liability:

\$1,000,000 Combined Single Limit
\$5,000 Medical Expense Limit

4. Workers' Compensation

Limit as required by the Workers' Compensation Act of Missouri, Employers Liability, \$1,000,000 from a single carrier.

D. *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 Raymore, 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.

E. *Exemption from Taxes*

The City of Raymore 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.

F. *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 employees involved in this contract the required wages as listed in the prevailing Wage Order 25 for Cass County, Missouri, USA.

G. Invoicing and Payment

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

Invoices 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 Raymore 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 Raymore 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 Bidder/Contractor shall provide complete cooperation during any such investigation.

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

H. Cancellation

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

I. Contractual Disputes

The Contractor shall give written notice to the City of Raymore 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 Raymore 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 Finance Director, or her designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

J. *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.

K. *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 Raymore codes.

L. *Drug/Crime Free Work Place*

The Bidder acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Raymore 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 Bidder 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 Raymore in addition to any criminal penalties that may result from such conduct.

M. *Inspection*

At the conclusion of each job order, the Bidder 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 Bidder/Contractor at the Bidder's/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 Raymore.

N. *No 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.

O. *Safety Training*

Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which 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 which 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.

P. *Prevailing Wage Requirement (Public Projects under \$75,000 are excluded)*

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 25). 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 public body of \$100 per day (or portion of a day) for each worker that 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).

Q. *Permits/Certificates*

The successful Contractor shall be responsible for obtaining all permits/certificates, and for incurring all expenses associated with those items, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Occupational License" required of all contractors doing business within the City limits of Raymore. This permit can be obtained from the office of the City Clerk, 100 Municipal Circle, Raymore, Missouri, 64083.

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

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who held a 2012 Raymore Occupational 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.

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who did not hold a 2012 Raymore Occupational License, must provide a certificate of competency with a passing grade (70% or higher) from a nationally recognized testing institution; OR possess a Contractor’s License from a reciprocating city; OR provide proof of a Bachelor’s degree in Structural Engineering, Architecture or Construction Science.

R. *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%

S. *Bid Bond*

A bid bond or certified check from a surety or bank, acceptable to the City Clerk, 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 thirty (60) days after the date of opening of bids.

T. *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.

U. 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 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.

V. Maintenance Bond

Prior to acceptance of the project by the Raymore City Council, 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 and that shall remain in full force and effect for a period of two (2) years from the date of project acceptance by the Raymore City Council. 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.

W. 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.

X. 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.

Y. 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.

Z. Affidavit of Work Authorization and Documentation

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.



AFFIDAVIT

(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 Terry Snelling, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Terry S. Snelling

Company: Terry Snelling Construction Inc.

Address: 20004 E Yocum Rd Independence Mo 64058

- 1 I am of sound mind and capable of making 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 Raymore: Project # 19-327-201.
- 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.

Terry Snelling Construction Inc
Company Name

Terry S. Snelling
Signature

Name: TERRY S. SNELLING

Title: President

TIFFANY BERTONCINO
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires Nov. 18, 2022
Commission # 18912942

STATE OF Missouri COUNTY OF Jackson

Subscribed and sworn to before me this 10th day of April, 2019.

Notary Public: *Tiffany Bertoncino*

My Commission Expires: Nov. 18, 2022 Commission # 18912942

PLEASE NOTE: Acceptable enrollment and participation documentation consists of the following 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.

PROPOSAL FORM A
RFP 19-327-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Terry S. Snelling having authority to act on behalf of (Company name) Terry Snelling Construction Inc do hereby acknowledge that (Company name) Terry Snelling Construction Inc will be bound by all terms, costs, and conditions of this proposal for a period 90 days from the date of submission; and commit to sign the Agreements.

FIRM NAME: TERRY SNELLING CONSTRUCTION INC

ADDRESS: 20004 E Yocum Independence Mo 64058
Street

ADDRESS: 20004 E Yocum Independence Mo 64058
City State Zip

PHONE: 816-985-4507

E-MAIL: terry@terrysnellingconstruction.com

DATE: 4/11/2019
(Month-Day-Year) Signature of Officer/Title Pres.

DATE: 4/11/2019
(Month-Day-Year) Signature of Officer/Title Sec

Indicate Minority Ownership Status of Bidder (for statistical purposes only):
Check One:

- MBE (Minority Owned Enterprise)
- WBE (Women Owned Enterprise)
- Small Business

PROPOSAL FORM B
RFP 19-327-201

CONTRACTOR DISCLOSURES

The Contractor submitting this RFP shall answer the following questions with regard to the past five (5) years. If any question is answered in the affirmative, the Firm shall submit an attachment, providing details concerning the matter in question, including applicable dates, locations, names of projects/project owners and circumstances.

1. Has the Firm been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise? Yes ___ No
2. Has the Firm been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency, or private enterprise? Yes ___ No
3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded? Yes ___ No
4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project? Yes ___ No
5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked? Yes ___ No
6. Have any liens been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers? Yes ___ No
7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company? Yes ___ No
8. Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety laws? Yes ___ No
**With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*
9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business? Yes ___ No
10. Has the Firm been the subject to any bankruptcy proceeding? Yes ___ No

Legal Matters

1. Claims, Judgments, Lawsuits: Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Firm that involve potential damages of \$10,000 or more in the past 48 months?

Yes No If yes, provide details in an attachment.

2. Complaints, Charges, Investigations: Is the Firm currently or has the firm been the subject of any complaint, investigation or other legal action for alleged violations of law pending before any court or governmental agency within the past 48 months ?

Yes No If yes, provide details in an attachment.

Required Representations

In submitting this RFP, the Firm makes the following representations, which it understands are required as a condition of performing the Contract Work and receiving payment for same.

1. The Firm will possess all applicable professional and business licenses required for performing work in Raymore, Missouri.
2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Firm and all subcontractors that are employed or that may be employed in execution of the Contract Work shall be in full compliance with the City of Raymore requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.
5. The Firm represents that it has no conflicts of interests with the City of Raymore if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.
6. The Firm represents the prices offered and other information submitted in connection with its proposal for the Contract Work was arrived at independently without consultation, communication, or agreement with any other offeror or competitor.

7. The Firm will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

PROPOSAL FORM C
 RFP 19-327-201

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, the proposing firm must be in business for a minimum of 3 years and must demonstrate that they, or the principals assigned to this project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Raymore. *Please list any Municipalities that you have done work for in the past 48 months.

Please provide a minimum of five references where your firm has performed similar work to what is being requested in the RFP and within the past 36 months. Please include ONLY the following information:

- Company Name *Terry Snelling Construction Inc*
- Mailing Address *2004 E Yatum Rd Indep. Mo 64058*
- Contact Person/Email *Terry Snelling terry@terrysnellingconstruction.com*
- Telephone Number *816-985-4807*
- Project Name, Amount and Date completed *Please See Attached Listing*

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	<i>Please See Attached Listing</i>
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

State the number of Years in Business: 17

State the current number of personnel on staff: 15

Terry Snelling Construction Inc

20004 E. Yocum Road
 Independence, Missouri 64058
 terry@terrysnellingconstruction.com

816-985-4507

Fax Line 816-796-9888

Contract Amount	Type of work	Completed	Location	Name and Address
KS 66106				
\$ 250,000.00	City of Independence, MO Fairmount Trail	4/16	Indep. MO	Independence, MO Mr Scott Moran 816-599-1845
\$ 230,000.00	City of Independence, MO Overton Ave Improvements	4/16	Indep. MO	Independence, MO Mr Sheldon Hannah 816-935-1916
\$250,000.00	Cobra Contracting Roe Park Construction	8/16	Overland Park, KS	Cobra Contracting Mike Hallahan 913-568-9421
\$600,000.00	Belton, Missouri Curb Construction Project	10/16	City of Belton, MO	Kate Patras 816-331-4331
\$350,000.00	Harcros Chemical Company Misc Concrete Projects	11/16	Kansas City, KS	Harcros Chemical Company Dwane Fuller 913-621-7743
\$300,000.00	2015 Curb Replacement Peculiar, MO	11/16	Peculiar, MO	City of Peculiar Carl Brooks 816-289-8838
\$276,000.00	Concrete Repair Project Mark Fullington 816-377-5660	12/16	Metro KC	Paradise Asphalt Maint P O Box 266 Lee's Summit, MO 64063
\$288,000.00	Curb Replacement 2016	12/16	Raymore, Mo.	City of Raymore, 100 Municipal Circle, Raymore, Mo. 64083
\$200,000.00	Sidewalk Replacement 2016	12/16	Raymore, Mo.	City of Raymore, 100 Municipal Circle, Raymore, Mo. 64083
\$200,000.00	Paving and Cul-de-sac modifications	3/17	Village of Loch Lloyd	Loch Lloyd HOA Ms Linda King 816-318-9570
\$ 45,000.00	Walmart Richmond Mo Parking Imp	5/2017	Preferred Asphalt	Mr Rob Paszkiewicz 816-723-7364
\$250,000.00	City of Parkville, MO Curb Program (In progress 75% complete)	6/2017	City of Parkville	Mr. Alan Schank 913-915-4156

Terry Snelling Construction Inc

\$ 180,000.00	City of Independence Overlay (Subcontractor Superior/Bowen Turner Michaels)	5/2017	City of Indep	Mr Dan Winnelman 816-935-1920
\$250,000.00	2017 Sidewalk Program City of Raymore Mo	1/2018	City of Raymore	City of Raymore, Mo 100 Municipal Circle Raymore, Mo 64083
\$450,000.00	2017 Curb Repair Program City of Raymore, Mo	1/2018	City of Raymore	City of Raymore, MO 100 Municipal Circle Raymore, Mo 64083
\$175,000.00	Barrington Park Curb and Drives	12/2017	Overland Park Ks.	Paradise Asphalt PO Box 266 Lee's Summit, Mo 64063
\$225,000.00	Cargill, Kansas City Kansas	3/2018	Kansas City, Ks	Wachter Electric Tyler Dreiling 913-927-4919
\$200,000.00	City of Harrisonville, MO Curb and SW	4/2018	Harrisonville, Mo	Keith Scott
\$ 87,000.00	2018 Sidewalk Program City of Raymore Mo	9/2018	City of Raymore	City of Raymore, Mo 100 Municipal Circle Raymore, Mo 64083
\$495,000.00	2018 Curb Repair Program City of Raymore, Mo	9/2018	City of Raymore	City of Raymore, MO 100 Municipal Circle Raymore, Mo 64083
\$ 43,000.00	Platte County Missouri Curb	10/2018	Platte County	Bob Heim
\$ 150,000.00	Misc Concrete Repairs (Misc Locations)	12/2018	Preferred Asphalt	Mr Rob Paszkiewicz 816-723-7364
\$ 150,000.00	Misc Concrete Repairs (Misc Locations)	12/2018	Rose Paving	Mr Chad Rampola 708-205-8890

PROPOSAL FORM D

RFP 19-327-201

Proposal of Terry Snelling Construction Inc. organized and
(Company Name)
existing under the law of the State of Missouri, doing business
as Corporation (*)

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 19-327-201 – 2019 Curb Proejct.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) N/A, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Bidder hereby agrees to commence work under this contract on or before the date specified in the *Notice to Proceed* and to fully complete the project in accordance with the completion dates specified in the Special Provisions.

Bidder further acknowledges that bidder is the official holder of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri."

(*) Insert "a corporation, a partnership, or an individual" as applicable.

BID PROPOSAL FORM E – Project No. 19-327-201

2019 Curb Project

Base Bid

Base Bid Items	Units	Estimated Quantities	\$/Units	Total
Existing Curb Removal	LF	14050	1 ⁰⁰	\$ 14050 ⁰⁰
Curb Installation Modified Straight Back and Roll Back	LF	13050	21. ⁹⁰	\$ 285,795 ⁰⁰
Curb Installation (CG-1) Straight Back	LF	1000	23. ⁹⁰	\$ 23,900 ⁰⁰
Surface mount detectable warning tiles for ADA Ramps	Each	10	200 ⁰⁰	\$ 2000 ⁰⁰
ADA Ramps	Each	30	1500 ⁰⁰	\$ 45000 ⁰⁰
ADA Ramp Edge Curb	LF	300	25 ⁰⁰	\$ 7500 ⁰⁰
Expansion Joint	LF	900	1 ⁰⁰	\$ 900 ⁰⁰
Mobilization, bonds and insurance	LS	1	5687 ⁰⁰	\$ 5687. ⁰⁰
TOTAL BASE BID				\$ 384832⁰⁰

Total Base Bid for Project Number: 19-327-201

\$ 384,832.⁰⁰


In blank above insert numbers for the sum of the bid.

(\$ Three hundred eighty four thousand eight hundred thirty two dollars ^{no}/100)

In blank above write out the sum of the bid.

**BID PROPOSAL FORM E – RFP 19-327-201
CONTINUED**

Company Name TERRY SNELLING CONSTRUCTION INC

By 
Authorized Person's Signature

TERRY S. SNELLING
Print or type name and title of signer Pres

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. N/A

Addendum No. _____

Company Address 20004 E Yocum

Addendum No. _____

Independence, Mo 64058

Addendum No. _____

Addendum No. _____

Phone 816-985-4507

Addendum No. _____

Fax 816 796-9888

Email terry@terrysnellingconstruction.com

Date 4/11/2019

LATE BIDS CANNOT BE ACCEPTED!



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: April 22, 2019

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Resolution 19-17 - FY19 Street Preservation Program

STRATEGIC PLAN GOAL/STRATEGY

2.3.3 Strengthen development and maintenance of streets, trails and pathways

FINANCIAL IMPACT

Award To:
Amount of Request/Contract:
Amount Budgeted:
Funding Source/Account#:

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
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STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:
Date:
Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

Proposed Street Preservation Map

REVIEWED BY:

Mike Ekey

BACKGROUND / JUSTIFICATION

In FY 2019, the City Council budgeted \$800,000 for the Street Preservation Program. Staff is requesting approval to move forward with the preservation program making repairs to the streets indicated on the attached map.

Upon approval staff will begin the bidding process for the project.

RESOLUTION 19-17

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI ADOPTING A STREET PRESERVATION PROGRAM FOR FISCAL YEAR 2019."

WHEREAS, the City Council budgeted \$800,000 in FY 2019 for the Street Preservation Program and,

WHEREAS, staff identified streets where maintenance is necessary.

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

Section 1. The streets segments and type of work are shown on the attached map shall be included in the FY 2019 Street Preservation Program, and that the City staff is directed to bid the work on these streets accordingly.

Section 2. This Resolution shall become effective on and after the date of passage and approval.

Section 3. Any Resolution or part thereof which conflicts with this Resolution shall be null and void.

DULY READ AND PASSED THIS 22ND DAY OF APRIL, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke, III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

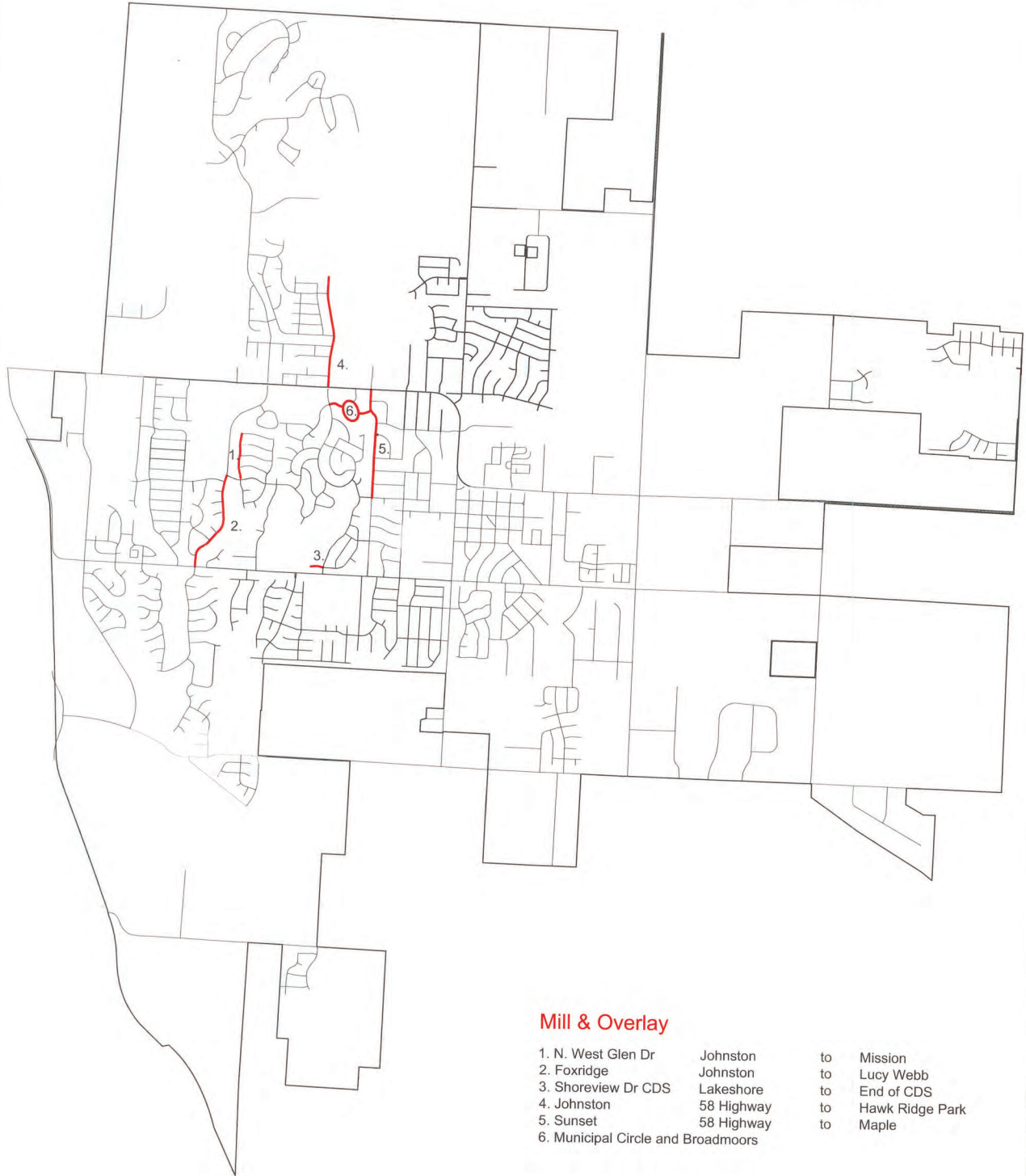
APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

2019 Street Preservation Location Map



Miscellaneous

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, APRIL 1, 2019, 7:00 P.M., AT RAYMORE CITY HALL. PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE III, CIRCO, HOLMAN, TOWNSEND. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, ASSISTANT CITY MANAGER MIKE EKEY, AND CITY ATTORNEY JONATHAN ZERR.

Mayor Turnbow called the work session to order at 7:00 p.m.

A. Overview - Amazon Delivery Vehicles

Staff presented Council with the results of research into unmarked Amazon delivery vehicles.

B. Overview - Shoveling Snow in Private Driveways

Staff was approached this past winter by Councilmembers regarding the possibility of a city sponsored program to shovel private driveways for senior citizens. Staff reported on their research.

C. Aging Mastery Program

Monique Lewis presented information on the Aging Mastery Program.

D. Other

The work session of the Raymore City Council adjourned at 8:07 p.m.

PROCLAMATION

WHEREAS, the Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world; and

WHEREAS, the Office of the Municipal Clerk is the oldest among public servants; and

WHEREAS, the Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, the Municipal Clerk serves as the information center on functions of local government and community; and

WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their regional, state, and international professional organizations.

NOW THEREFORE, I, Kristofer P. Turnbow, Mayor of the City of Raymore, Missouri, do hereby proclaim the week of May 5 through 11, 2019, as

MUNICIPAL CLERKS WEEK

in the City of Raymore, Missouri, to recognize the accomplishments of the Office of the Municipal Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Raymore to be affixed this 22nd day of April, 2019.

Kristofer P. Turnbow

Kristofer P. Turnbow, Mayor

