

AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, May 13, 2019

7:00 p.m.

1. Call to Order.

2. Roll Call.

3. Pledge of Allegiance.

4. Presentations/Awards.

- Proclamation - National Police Week (pg 255)
- Proclamation - Public Works Week (pg 257)

5. Personal Appearances.

6. Staff Reports.

- A. Status of Capital Improvements (pg 9)
- B. Development Services (pg 17)
- C. Monthly Court Report (pg 23)
- D. Police/Emergency Management

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 22, 2019 (pg 27)
- B. City Council Special Meeting Minutes, April 29, 2019 (pg 37)
- C. Raymore Activity Center Projector/Screen Installation - Acceptance and Final Payment

Reference: - Resolution 19-21 (pg 39)

The Manager of Information Systems has determined that the project has been satisfactorily completed in accordance with the project specifications.

D. Acceptance of South Metropolitan Fire District Contribution for Command Vehicle

Reference: - Resolution 19-23 (pg 41)

As part of the ongoing partnership between the Raymore Police Department, Emergency Management and the South Metropolitan Fire Protection District, each was included in the Communications/Command Vehicle Work Group. In recognition of use of the vehicle in mutual aid situations, they expressed a desire to make a monetary contribution toward the radio system.

E. 2018 Street Preservation Project - Acceptance and Final Payment

Reference: - Resolution 19-22 (pg 43)

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

9. Unfinished Business. Second Reading.

A. Purchase of Two Portable Lift Station Emergency Generators

Reference: - Agenda Item Information Sheet (pg 47)
- Bill 3441 (pg 49)
- Proposal (pg 51)

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.

- City Council, 04/22/19: Approved 8-0

B. Award of Contract - Jefferson Street Culvert Replacement

Reference: - Agenda Item Information Sheet (pg 59)
- Bill 3446 (pg 61)
- Contract (pg 63)

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

- City Council, 04/22/19: Approved 8-0

C. Award of Contract - Fire Hydrant Replacement

Reference: - Agenda Item Information Sheet (pg 97)
- Bill 3447 (pg 99)
- Contract (pg 102)

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.

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| <ul style="list-style-type: none">• City Council, 04/22/19: Approved 8-0 |
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D. Award of Contract 2019 Curb Project

Reference: - Agenda Item Information Sheet (pg 143)
- Bill 3451 (pg 145)
- Contract (pg 148)

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

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| <ul style="list-style-type: none">• City Council, 04/22/19: Approved 8-0 |
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10. New Business. First Reading.

A. Liquor License Renewals (public hearing)

Reference: - Agenda Item Information Sheet (pg 189)
- City Code Section 600.050 (pg 191)

City Code Section 600.050, provides that renewal applications for liquor licenses are due on or before May 1 of each year and shall be reviewed by Council at its next meeting. Licenses expire June 30 of each year. All of the businesses listed below, have submitted the necessary documentation and payment, and meet the requirements of City Code.

Affordable Elegance/Gregory's-407 Pine St.
Bobbie's Place-422 W. Pine St.
Boulevard Bar & BBQ-1242 W. Foxwood Dr.
Casey's General Store-234 N. Madison St.
Casey's General Store-901 E. Walnut
Cosentino's Price Chopper-900 W. Foxwood Dr.
Creekmoor Property Owners Association-1112 E 163rd St.
CVS-1215 W. Foxwood Dr.
Dollar General Store-220 N. Madison St.
Eat American Bistro-1500 W. Foxwood Dr.
El Dorado, III-404 W. Pine St.

Fraternal Order of Eagles-314 S. Washington St.
Freedom Plaza-505 E. Walnut
Freedom Stop-503 E. Walnut
Gulf Express-715 W. Foxwood Dr.
Harmon's Convenience Store-101 S. Madison St.
Mexico Viejo, LLC-1276 W. Foxwood Dr.
Minsky's Pizza-812 W. Foxwood Dr.
Mod Pizza-1937 W. Foxwood Dr.
Pina Wine & Spirits-1236-40 W. Foxwood Dr.
Qdoba Mexican Eats Store-1931 W. Foxwood Dr.
Sam's Club-141 N. Dean Ave.
Walgreen's-1214 W. Foxwood Dr.
Walmart-2015 W. Foxwood Dr.

B. Dean Commercial Preliminary Plat (public hearing)

Reference: - Agenda Item Information Sheet (pg 193)
- Resolution 19-24 (pg 195)
- Staff Report (196)
- Preliminary Plat (pg 213)

Steve Warger, representing B & M Dean Family Farm, LLC, is requesting approval of the Dean Commercial Preliminary Plat, an 11-lot commercial subdivision located on the southwest corner of Fox Ridge Drive and 58 Highway.

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| <ul style="list-style-type: none">• Planning and Zoning Commission, 05/07/19: Approved 6-0 |
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C. Memorial Park - Arboretum Playground Improvements

Reference: - Agenda Item Information Sheet (pg 219)
- Bill 3453 (pg 221)
- Playground proposal (pg 223)

Staff is presenting a proposal to replace and upgrade the playground equipment on the north side of the picnic shelter in the Arboretum.

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| <ul style="list-style-type: none">• Parks and Recreation Board, 04/23/19: 7-0 |
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D. Award of Contract - Wastequip for solid waste and recycling carts
(emergency reading)

Reference: - Agenda Item Information Sheet (pg 227)
- Bill 3454 (pg 229)
- SourceWell Cooperative Contract (pg 231)
- Sample Renderings (pg 236)

Staff recommends approval of the contract Wastequip (Toter) for the purchase and delivery of trash and recycling carts for the City's solid waste disposal program. The contract is part of a cooperative purchasing agreement through SourceWell.

E. Budget Amendment - Solid waste and recycling carts

Reference: - Agenda Item Information Sheet (pg 239)
- Bill 3455 (pg 241)

Based on approval of the previous agenda item, it is necessary to amend the FY19 Capital Budget for the purchase of solid waste and recycling carts for the City's solid waste disposal program.

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, 04/15/19 (pg 245)
 - Planning and Zoning Commission, 04/02/19 (pg 247)
 - Parks and Recreation Board minutes, 03/26/19 (pg 251)
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EXECUTIVE SESSION (CLOSED MEETING)

The Raymore City Council is scheduled to enter into executive session to discuss litigation and contract matters as authorized by RSMo 610.021 (1 and 12).

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 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	
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	
Parks & Recreation	Memorial Park Playground Improvements	2019	\$48,000	

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	
Water	Sensus Meter Reading System	2018	\$150,000	
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	
Buildings & Grounds	Municipal Circle Light Replacement	2019	\$50,000	
Buildings & Grounds	Parks Maintenance Facility Door Access System	2019	\$8,400	

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	
Parks & Recreation	Projector and Screen Raymore Activity Center	2019	\$13,200	

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
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
Transportation	Street Light Installation	2018		\$15,000		163rd & Creekmoor Clubhouse

Status of Capital Improvements - Projects finalized 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

MONTHLY REPORT APRIL 2019

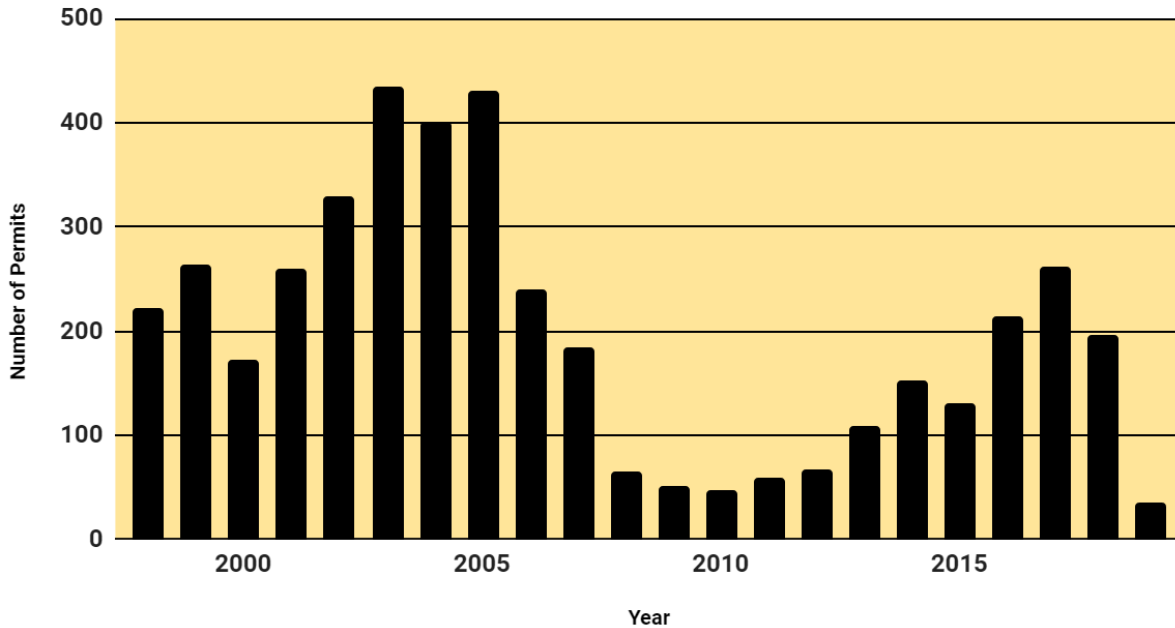
Building Permit Activity

Type of Permit	Apr 2019	2019 YTD	2018 YTD	2018 Total
Detached Single-Family Residential	6	35	37	153
Attached Single-Family Residential	0	0	38	44
Multi-Family Residential	0	0	0	0
Miscellaneous Residential (deck; roof)	61	192	158	604
Commercial - New, Additions, Alterations	3	9	6	17
Sign Permits	3	14	16	63
Inspections	Apr 2019	2019 YTD	2018 YTD	2018 Total
Total # of Inspections	321	1,155	2,089	5,947
Valuation	Apr 2019	2019 YTD	2018 YTD	2018 Total
Total Residential Permit Valuation	\$1,287,900	\$8,403,700	\$14,346,500	\$41,964,900
Total Commercial Permit Valuation	\$1,314,500	\$1,672,300	\$2,914,400	\$5,222,550

Additional Building Activity:

- Construction continues on the new self-storage facility at 308 E. Walnut Street.
- Construction work continues on the shelter, boardwalk and amphitheater at Hawk Ridge Park.
- Interior tenant finish work was completed for a FedEx office to be located inside Walmart.
- Construction work continues on the addition to Brightside Day Care facility at 845 E. Walnut Street.
- Tenant Finish plans were reviewed for Athletico Physical Therapy to locate at 2007 W. Foxwood Drive Suite D.
- A Certificate of Occupancy was issued for the new Historical Society building located at 103 S. Washington Street.

Single Family Building Permits



Code Enforcement Activity

Code Activity	Apr 2019	2019 YTD	2018 YTD	2018 Total
Code Enforcement Cases Opened	17	93	94	461
<i>Notices Mailed</i>				
-Tall Grass/Weeds	4	4	1	147
- Inoperable Vehicles	6	11	16	54
- Junk/Trash/Debris in Yard	6	26	31	96
- Object placed in right-of-way	1	1	5	26
- Parking of vehicles in front yard	0	5	16	36
- Exterior home maintenance	0	3	15	35
- Other (trash at curb early; signs; etc)	0	2	8	38
Properties mowed by City Contractor	0	0	0	56
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	2	2	0	0
Signs in right-of-way removed	16	35	190	473
Violations abated by Code Officer	4	9	22	60

Development Activity

Current Projects

- Dean Commercial Preliminary Plat
- Variance, Shadowood Subdivision Lot 180 & Lot 181A
- Lofts at Foxridge Amended Site Plan

	As of Apr 30, 2019	As of Apr 30, 2018	As of Apr 30, 2017
Homes currently under construction	155	268	238
Total number of Undeveloped Lots Available (site ready for issuance of a permit for a new home)	385	390	568
Total number of dwelling units in City	8,555	8,286	8,031

Actions of Boards, Commission, and City Council

City Council

April 8, 2019

- Approved on 2nd reading the installation of 2 additional street lights on 163rd Street in Creekmoor

April 22, 2019

- Accepted public improvements for the 14 remaining lots in Meadowood of The Good Ranch 3rd Plat (were previously in Water District #10 territory and there was a hold on issuance of permits)
- Mayor Turnbow elected to continue to serve on the Planning and Zoning Commission
- City Council elected not to have a representative serve on the Planning and Zoning Commission

Planning and Zoning Commission

April 2, 2019

- Approved amendments to maps contained in the Growth Management Plan as part of the annual review.

Upcoming Meetings – May & June

May 7, 2019 Planning and Zoning Commission

- Dean Commercial Preliminary Plat (public hearing)

May 13, 2019 City Council

- Dean Commercial Preliminary Plat (public hearing)

May 21, 2019 Planning and Zoning Commission

- UDC 30th Amendment (backyard fowl) - public hearing

May 27, 2019 City Council

- No meeting - Memorial Day Holiday

June 4, 2019 Planning and Zoning Commission

- Lofts at Foxridge Amended Site Plan
- Annual Review of the Unified Development Code (public hearing)

June 10, 2019 City Council

- No development items currently scheduled

June 18, 2019 Planning and Zoning Commission

- No items currently scheduled

June 24, 2019 City Council

- 1st reading - UDC 30th amendment (backyard fowl) - public hearing

Department Activities

- Staff updated the policies and procedures manual utilized by the Code Enforcement Officer
- Director Jim Cadoret, Associate Planner David Gress, and Planning Commissioner Kelly Fizer attended the American Planning Association national conference.
- Building Official Jon Woerner participated in a workshop on floodplain protection.
- Building Official Jon Woerner attended the Missouri Association of Code Administrators Spring Educational Seminar.
- The department welcomed new Code Enforcement Officer Drayton Vogel.

- Director Jim Cadoret and Associate Planner David Gress met with the Communities for All Ages Task Force members to discuss progress made since the Master Plan was adopted in 2017 and to discuss future projects that are planned.
- A request for inspection was sent to each of the tenants in the Willowind Shopping Center. Inspections are completed every 5 years of occupied tenant spaces by the City Building Official and the Fire Marshall. Inspections will be completed during May.

GIS Activities

- Updated applications & web services not operating with respect for TLS 1.2 or better
- Development of application to notice & monitor completion of comprehensive inspection
- Development of data, apps and dashboards to assist with facility, parks & public works field coordination as requested.
- Analysis/data/map/reporting delivered as requested for asset replacement
- Attribution of enterprise data & quality checks/reports for assurance
- Publication of internal datasets to AGO cloud to support business operations
- Development of sidewalk & ADA event data, map & app for task tracking and staging for migration to AGO for use with Field Collector
- Update of commercial buildings with clerk & assessor data including year built, gross floor area and uniqueID.
- Expressed intent to participate in US Census new construction program ahead of 2020 Census. Updated SWIM account.
- Testing of self signed IIS certificate & repair of sockets unable to enforce TLS 1.2

Municipal Division Summary Reporting

17th Judicial Circuit - Cass County - Raymore Municipal Division

I. COURT INFORMATION

Reporting Period:		
April	2019	Court activity occurred in reporting period: Yes
Clerk's Physical Address:		Mailing Address:
100 Municipal Circle Raymore, MO 64083		100 Municipal Circle Raymore, MO 64083
Telephone Number:		Vendor
(816) 331-1712		Incode (Tyler Technologies)
Prepared by:		Prepared by E-mail Address:
Donna Furr-Court Administrator		donna.r.furr@courts.mo.gov
		Municipal Judge(s) Active During Reporting Period:
		Ross Nigro

II. MONTHLY CASELOAD INFORMATION	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month	37	1,106	645
B. Cases (citations / informations) filed	7	310	39
C. Cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court / bench trial - GUILTY	0	0	0
3. court / bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	1	122	17
5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	11	17
6. dismissed by court	0	17	2
7. nolle prosequi	0	1	3
8. certified for jury trial (not heard in the Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	1	151	39
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]	43	1,265	645
E. Trial de Novo and / or appeal applications filed	0	0	0

III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period:	199	Does court staff process parking tickets? Yes	
2. # Served/withdrawn during reporting period:	117	1. # Issued during reporting period:	0
3. # Outstanding at end of reporting period:	1,418		

V. DISBURSEMENTS	
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines – Excess Revenue	\$15,316.50
Clerk Fee – Excess Revenue	\$1,391.12
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$42.92
Bond forfeitures (paid to city) – Excess Revenue	\$358.40
Total Excess Revenue	\$17,108.94
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines – Other	\$4,707.00
Clerk Fee – Other	\$338.65
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	\$143.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$1,019.59
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$9.99
Law Enforcement Training (LET) Fund surcharge	\$288.88
Domestic Violence Shelter surcharge	\$572.00
Inmate Prisoner Detainee Security Fund surcharge	\$288.90
Sheriffs' Retirement Fund (SRF) surcharge	\$0.00
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) – Other	\$609.85
Total Other Revenue	\$7,977.86
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.	
DUI	\$115.95
Total Other Disbursements	\$115.95
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$25,202.75
Bond Refunds	\$1,350.00
Total Disbursements	\$26,552.75

Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION MONDAY, APRIL 22, 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 7:00 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 City Clerk Jeanie Woerner and Deputy City Clerk Erica Hill in recognition of the 50th annual Municipal Clerks Week.

Grandview City Clerk Becky Schimmel recognized Deputy City Clerk Erica Hill for receiving her Missouri Registered City Clerk, Continuing designation.

Chief of Police Jan Zimmerman administered an Oath of Office to Raymore K-9 Officer Moose.

5. Personal Appearances.

6. Staff Reports.

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. He noted that members of Public Works leadership staff will be attending the APWA Institute.

Parks and Recreation Director Nathan Musteen provided a review of the staff report included in the Council packet and an overview of recent department events. He answered general questions from Council.

Assistant City Manager Mike Ekey stated that the survey conducted by the Arts Commission resulted in citizens' number one request being more live music. In response, the Arts Commission has scheduled a summer concert series with performances in June, July, and August at Centerview.

City Manager Jim Feuerborn advised there will be no Council work session on April 29, 2019.

7. Committee Reports.

8. Consent Agenda.

- A. City Council Minutes, April 8, 2019-Regular Meeting**
- B. City Council Minutes, April 8, 2019-Special Meeting**
- C. Resolution 19-18, 2018 Micro Surface Project - Acceptance and Final Payment**
- D. Resolution 19-19, Acceptance of Public Improvements - Meadowood 3rd Plat, Lots 86-94 and Lots 109-113**
- E. Resolution 19-20, Disposal of Surplus Property**

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

DISCUSSION: Mayor Turnbow asked Chief of Police Zimmerman about items listed on the schedule. She stated most of the items are from IT.

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 - 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 second reading of Bill 3448 by title only.

MOTION: By Councilmember Barber, second by Councilmember Holman to approve the second reading of Bill 3448 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 3448 as **Raymore City Ordinance 2019-032.**

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 second reading of Bill 3449 by title only.

MOTION: By Councilmember Barber, second by Councilmember Holman to approve the second 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

Mayor Turnbow announced the motion carried and declared Bill 3449 as **Raymore City Ordinance 2019-033.**

10. New Business. First Readings.

A. Purchase of Two Portable Lift Station Emergency Generators

BILL 3441: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI ESTABLISHING AN AGREEMENT FOR THE PURCHASE OF TWO (2) LIFT STATION EMERGENCY GENERATORS."

City Clerk Jeanie Woerner conducted the first reading of Bill 3441 by title only.

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. The FY 2019 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. This agreement with Clifford Power, is provided under the City's purchasing policy through Mid-America Regional Council's purchasing contract. This direct purchase of the generators is allowed in the City's purchasing policy through cooperative purchasing contracts.

MOTION: By Councilmember Barber, second by Councilmember Holman to approve the first reading of Bill 3441 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

B. Award of Contract - Jefferson Street Culvert Replacement

BILL 3446: "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."

City Clerk Jeanie Woerner conducted the first reading of Bill 3446 by title only.

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. This project involves the replacement of the stormwater culvert under Jefferson Street near the intersection of Adams Street which is funded in the 2019 Capital Budget. He answered general questions from Council.

MOTION: By Councilmember Barber, second by Councilmember Holman to approve the first reading of Bill 3446 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

C. Award of Contract - Fire Hydrant Replacement

BILL 3447: "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."

City Clerk Jeanie Woerner conducted the first reading of Bill 3447 by title only.

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. This project involves the replacement and repair of 20 fire hydrants throughout the City which is funded in the 2019 Capital Budget. He answered general questions from Council.

MOTION: By Councilmember Barber, second by Councilmember Holman to approve the first reading of Bill 3447 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

D. Award of Contract 2019 Curb Project

BILL 3451: "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."

City Clerk Jeanie Woerner conducted the first reading of Bill 3451 by title only.

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. This project involves the 2019 curb replacement project which is funded in the 2019 Budget. He answered general questions from Council.

MOTION: By Councilmember Barber, second by Councilmember Holman to approve the first reading of Bill 3451 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

E. FY 2019 Street Preservation

RESOLUTION 19-17: "A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI ADOPTING A STREET PRESERVATION PROGRAM FOR FISCAL YEAR 2019."

City Clerk Jeanie Woerner conducted the reading of Resolution 19-17 by title only.

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. If approved, this Resolution approves the proposed work plan for the FY 2019 Street Preservation Project and allows staff to move forward with the bidding process for street repairs.

MOTION: By Councilmember Barber, second by Councilmember Holman to approve the reading of Resolution 19-17 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

F. Governing Body Members on Planning and Zoning Commission

Mayor Turnbow stated Section 465.020 (B) (4) of the Unified Development Code of the City Code provides that 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 they choose to be a member of the Commission and any such member shall serve for a one year term. He announced his desire to be a member of the

Planning and Zoning Commission this year. He asked the Council if they wished to designate a member to serve on the Planning & Zoning Commission. Verbal consensus was received from members of the Council that a member of the Council would not serve on the Planning and Zoning Commission.

G. Selection of Mayor Pro Tempore

Mayor Turnbow announced that Section 3.4 of the City Charter, Mayor Pro Tempore, provides that 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).

Mayor Turnbow entertained nominations for Mayor Pro Tempore.

MOTION: By Councilmember Barber, second by Councilmember Berendzen to nominate Councilmember Holman as Mayor Pro Tempore.

Mayor Turnbow asked for further nominations and hearing none, called for a vote on the nomination for Councilmember Barber.

DISCUSSION: None

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

11. Public Comments.

12. Mayor/Council Communication.

Mayor Turnbow and Councilmembers recognized the function of the City Clerks office, congratulated Deputy City Clerk Erica Hill for her certification achievement, welcomed K-9 Moose and congratulated Councilmember Holman for being elected Mayor Pro Tem.

Councilmember Holman asked Mr. Musteen for an update of the progress at Hawk Ridge Park to be included in his monthly verbal report to the Council. He thanked the Council for their election of him as Mayor Pro Tem.

Councilmember Burke noted the growth in youth sports in Raymore.

Councilmember Barber thanked Communication Specialist Melissa Harmer for taking Council pictures before the meeting.

Councilmember Jacobson and Berendzen thanked the Parks Department for a successful Easter Egg Festival event.

Councilmember Abdelgawad thanked Councilmember Barber for serving as Mayor Pro Tem for the last year.

Mayor Turnbow thanked the Park Department for a successful Easter Egg Festival event and Touch a Truck event. He thanked Councilmember Barber for serving as Mayor Pro Tem.

MOTION: By Councilmember Barber, second by Councilmember Holman to adjourn to Executive Session to discuss real estate acquisition matters as authorized by §610.021 (2).

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Moorhead	Aye
	Councilmember Townsend	Aye

The regular meeting of the Raymore City Council adjourned to Executive Session at 7:48 p.m.

13. Adjournment.

MOTION: By Councilmember Holman, second by Councilmember Burke 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 8:07 p.m.

Respectfully submitted,

Jeanie Woerner
City Clerk

THE RAYMORE CITY COUNCIL MET IN SPECIAL SESSION MONDAY, APRIL 29, 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, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF MEMBERS.

1. Call To Order. Mayor Turnbow called the special meeting to order at 7:00 p.m.

2. Roll Call. City Attorney Jonathan Zerr called roll; quorum present to conduct business.

MOTION: By Councilmember Holman, second by Councilmember Barber to adjourn to Executive Session to discuss litigation and contract matters as authorized by §610.021 (1) and (12).

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Moorhead	Aye
	Councilmember Townsend	Aye

The special meeting of the Raymore City Council adjourned to Executive Session at 7:01 p.m.

3. Adjournment.

MOTION: By Councilmember Holman, second by Councilmember Barber 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 special meeting of the Raymore Council adjourned at 8:28 p.m.

Respectfully submitted,

Jeanie Woerner
City Clerk

RESOLUTION 19-21

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND ACCEPTING THE RAYMORE ACTIVITY CENTER PROJECTOR/SCREEN INSTALLATION."

WHEREAS, Kansas City Audio Visual completed the physical installation of the Raymore Activity Center Projector and Screen; and

WHEREAS, the Contract specifies that funds be retained until satisfactory completion of the Raymore Activity Center Projector/Screen installation; and

WHEREAS, the Manager, Information Systems, has determined that this 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. This Raymore Activity Center Projector/Screen Installation Project is accepted.

Section 2. The final payment in the amount of \$556.70 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 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

RESOLUTION 19-23

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI TO ENTER INTO A PARTNERSHIP WITH THE SOUTH METROPOLITAN FIRE PROTECTION DISTRICT FOR COMPLETION OF THE MOBILE COMMUNICATIONS/COMMAND VEHICLE."

WHEREAS, the City of Raymore and the South Metropolitan Fire Protection District have enjoyed an outstanding working relationship; and

WHEREAS, both agencies recognize that state-of-the-art communications equipment is essential to providing quality public safety services to citizens and ensuring the safety of first responders; and

WHEREAS, the City of Raymore is grateful that the South Metropolitan Fire Protection District took the initiative to provide financial support for the Mobile Communications/Command Vehicle currently under construction by LDV Inc.

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

Section 1. The City of Raymore accepts the financial contribution of the South Metropolitan Fire Protection District to be utilized for dispatch/radio equipment for the Mobile Communications/Command Vehicle.

Section 2. This contribution, in the amount of \$42,500, will be deposited in the Capital Improvement Sales Tax Fund (45) and combined with existing City funds for purchase of the needed equipment.

DULY READ AND PASSED 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

RESOLUTION 19-22

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND ACCEPTING THE 2018 STREET PRESERVATION 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 Street Preservation Project is accepted.

Section 2. The final payment in the amount of \$28,338.63 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 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

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

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: _____
General Manager

Attest: _____
Rogers & Breit

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:

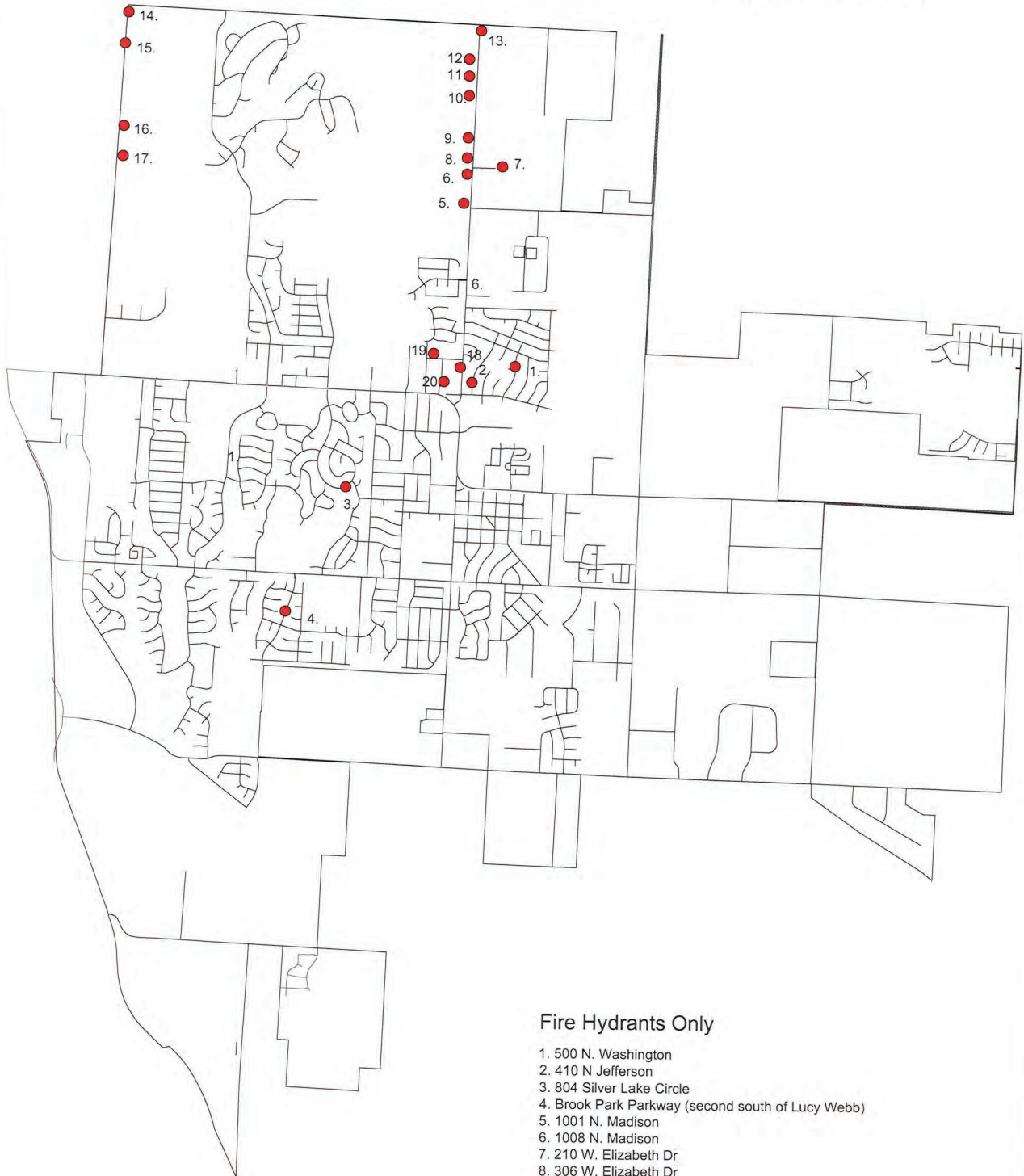
APPROVE:

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: _____
John Crawford

Title: _____
Vice President

Attest: _____
Lisa Crawford

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 ¼" 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

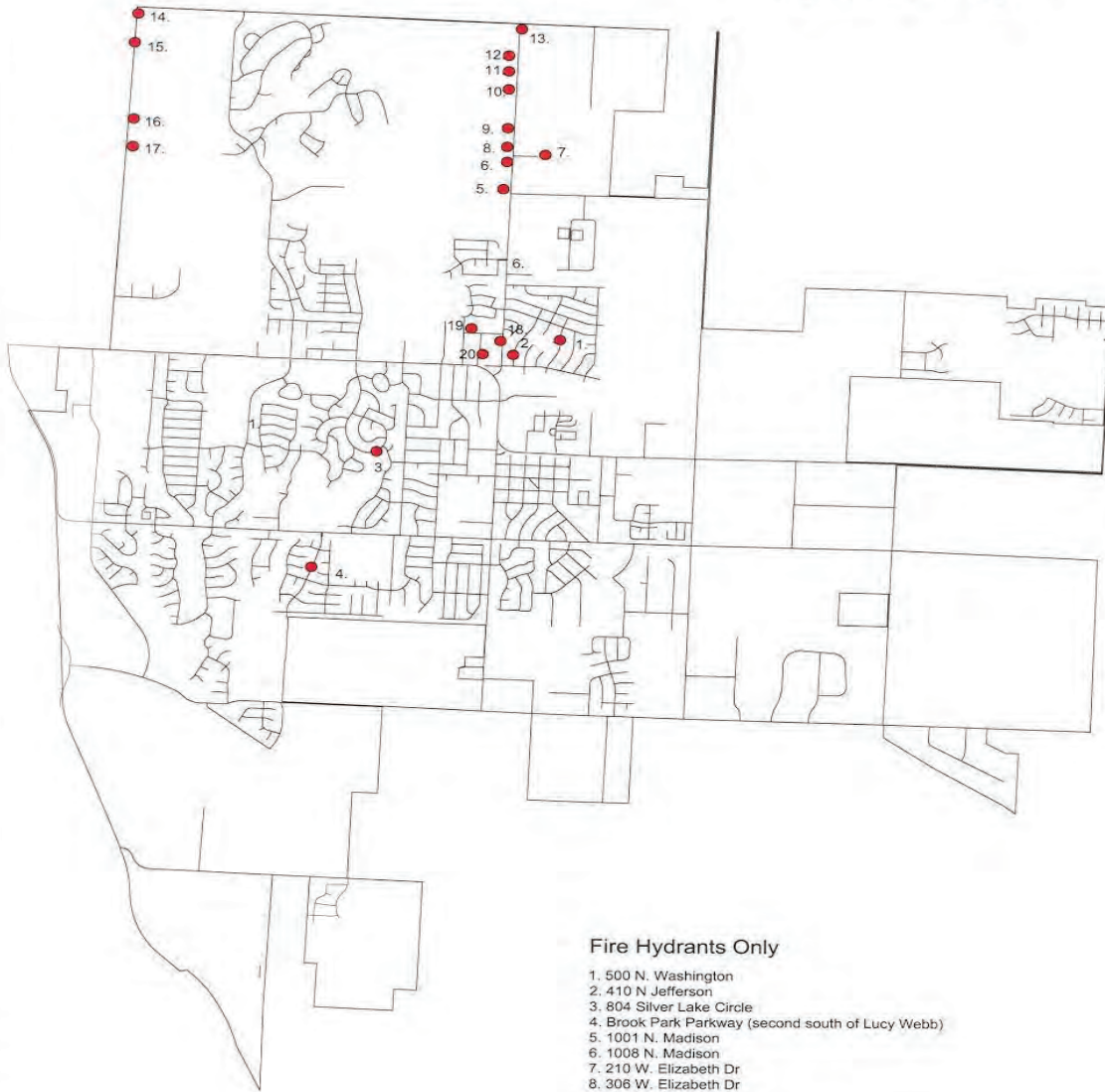
7. All Fasteners shall be stainless steel.

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

Form C

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
2111th 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

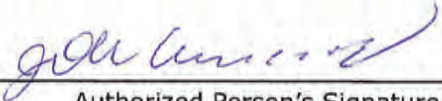
In blank above insert numbers for the sum of the bid.

(\$ N. nety five thousand four hundred five dollars +^{no})

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

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. _____

Company Address Po Box 1284

Addendum No. _____

Blue Springs mo 64013

Addendum No. _____

Addendum No. _____

Phone 816-220-1996

Addendum No. _____

Fax 816-220-1925

Email John@JNUtilitiesInc.com

Date 3-28-19

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: 483713400

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: _____
Terry Snelling

Title: _____
President

Attest: _____
Kevin L. Soy

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 Project.

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. _____

Phone 816-985-4507

Addendum No. _____

Fax 816 796-9888

Email terry@terrysnellingconstruction.com

Date 4/11/2019

LATE BIDS CANNOT BE ACCEPTED!

New Business



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE:

SUBMITTED BY: Jeanie Woerner

DEPARTMENT: City Clerk

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

TITLE / ISSUE / REQUEST

Approval for renewals of liquor licenses

STRATEGIC PLAN GOAL/STRATEGY

3.3.1 Cultivate a Climate for Prosperous Business Growth and Development

FINANCIAL IMPACT

Award To:
Amount of Request/Contract:
Amount Budgeted:
Funding Source/Account#:

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
----------------------	--------------------

STAFF RECOMMENDATION

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Raymore City Code Chapter 600: Alcoholic Beverages

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

City Code Section 600.050, provides that renewal applications for liquor licenses are due on or before May 1 of each year and shall be reviewed by Council at its next meeting. Licenses expire June 30 of each year.

All of the businesses listed below, have submitted the necessary documentation and payment, and meet the requirements of City Code.

Approval by a majority of the City Council is required. Approval of the City license is contingent on approval of the State license by Missouri Alcohol and Tobacco Control.

Affordable Elegance/Gregory's-407 Pine St.
Bobbie's Place-422 W. Pine St.
Boulevard Bar & BBQ-1242 W. Foxwood Dr.
Casey's General Store-234 N. Madison St.
Casey's General Store-901 E. Walnut
Cosentino's Price Chopper-900 W. Foxwood Dr.
Creekmoor Property Owners Association-1112 E 163rd St.
CVS-1215 W. Foxwood Dr.
Dollar General Store-220 N. Madison St.
Eat American Bistro-1500 W. Foxwood Dr.
El Dorado, III-404 W. Pine St.
Fraternal Order of Eagles-314 S. Washington St.
Freedom Plaza-505 E. Walnut
Freedom Stop-503 E. Walnut
Gulf Express-715 W. Foxwood Dr.
Harmon's Convenience Store-101 S. Madison St.
Mexico Viejo, LLC-1276 W. Foxwood Dr.
Minsky's Pizza-812 W. Foxwood Dr.
Mod Pizza-1937 W. Foxwood Dr.
Pina Wine & Spirits-1236-40 W. Foxwood Dr.
Qdoba Mexican Eats Store-1931 W. Foxwood Dr.
Sam's Club-141 N. Dean Ave.
Walgreen's-1214 W. Foxwood Dr.
Walmart-2015 W. Foxwood Dr.

SECTION 600.050: - APPLICATION FOR LICENSE AND RENEWAL

- A. *Filing Of An Application.* Each application for an original or renewal license shall be filed with the City Clerk on a form to be provided by the City, signed and sworn to by the applicant. Each application shall be accompanied by a proper remittance reflecting the appropriate license fee made payable to the City.
- B. *Qualifications.* Neither the applicant nor any officer, director or shareholder of a corporate applicant shall have been convicted of a felony or of any distribution, sale or possession of any controlled substances or dangerous drugs. The applicant shall present with the application a bona fide sale contract or option duly executed, which may be subject to the applicant obtaining a liquor license, or a bona fide lease duly executed by the lessor, or an option for a lease duly executed, subject to the applicant obtaining a liquor license, covering the property for which a liquor license is requested. If the applicant is a corporation, the petition shall set forth all of the above information with respect to the managing officer or officers, identifying such officer or officers. The application shall further state the full name of the corporation, its date of incorporation, its registered agent and registered address, the names and addresses of all shareholders of the corporation and whether said corporation operates any other business or controls or is controlled by any other corporation or business and if so, the application shall further state the name of such controlled or controlling corporation or business, its registered agent and registered address and the location of all businesses operated by it and the name and address of any such businesses with a liquor license, whether within or without the City; and the application shall also state if such controlling corporation or any controlled corporation is doing business under a fictitious name and the address where said business is located. The City Council also may request such additional information of an applicant as it may deem necessary for it to make a determination with respect to the issuance of a liquor license.
- C. *Hearing On Application.* Upon the filing of the application with the Clerk, the Clerk shall fix a date for a hearing before the Council not more than thirty-one (31) days from the date of filing of the application and shall give the applicant written notice of the date of the hearing. The hearing shall be conducted in accordance with Section 600.090 of this Chapter.
1. The Council shall consider the location of the proposed business for which a license is sought with respect to its proximity to a school, a church, a public park or playground and to other places of the character for which a license is sought and shall have authority to refuse to issue a license when in their judgment the issuance thereof would not be in the best interests of the locality in which the applicant applies for a location of such place. In no event shall the Council approve the issuance of a license for the sale of liquor within one hundred (100) feet of any school, church or other building regularly used as a place of worship except that when a school, church or place of worship shall thereafter be established within one hundred (100) feet of any place of business licensed to sell intoxicating liquor, renewal of the license shall not be denied for lack of consent in writing as herein provided. Such consent shall not be granted until at least ten (10) days written notice has been provided to all owners of property within one hundred (100) feet of the proposed licensed premises.
 2. The Council shall approve the application if after the hearing it finds that:
 - a. Issuance of the requested license would be in the best interests of the locality of the proposed business;

- b. The applicant is a person of good moral character, a native born or naturalized citizen of the United States of America, a registered voter and a taxpaying citizen of the City;
 - c. No license theretofore issued to such applicant to sell intoxicating liquors has been revoked within two (2) years of the date of the application;
 - d. The applicant has not been convicted since the ratification of the Twenty-First Amendment to the Constitution of the United States of the violation of any law applicable to the sale of intoxicating liquor, or that such applicant has not employed in his/her business any person whose license has been revoked or who has been convicted of violating the provisions of such law since the date aforesaid;
 - e. The applicant plans and proposes to conduct a retail liquor business in compliance with the laws of the State of Missouri, the ordinances of the City and the provisions of this Chapter.
- D. Upon approval of any application for a license, the Clerk shall grant the applicant a license to conduct business in the City for a term to expire with the thirtieth (30th) day of June next succeeding the date of such license, unless such license be revoked or suspended for cause before the expiration of such time.
- E. Applications for renewal of licenses must be filed on or before the first (1st) day of May of each calendar year. Such renewal application shall be reviewed by the Council at its next meeting. Upon approval of the majority of the Council and payment of the license fee provided herein, the Clerk shall renew the license. In the event that any person residing or conducting businesses within two hundred (200) feet of the applicant's place of business shall file a written protest against the renewal of such license, the Council shall conduct a hearing on the application for license renewal as provided in Subsection (D) of this Section.

(Ord. No. 28071 §1, 8-11-08; Ord. No. 29136, § 7, 12-28-09)



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: May 13, 2019

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

- | | | | |
|------------------------------------|--|---------------------------------------|---|
| <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

Res. 19-24 Dean Commercial Preliminary Plat

STRATEGIC PLAN GOAL/STRATEGY

Goal 1: Create a healthy and sustainable economy.

FINANCIAL IMPACT

Award To:
Amount of Request/Contract:
Amount Budgeted:
Funding Source/Account#:

PROJECT TIMELINE

Estimated Start Date

Estimated End Date

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: May 7, 2019
Action/Vote: Approved 6-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Preliminary Plat

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Steve Warger, representing B&M Dean Family Farm, LLC, is requesting approval of the Dean Commercial Preliminary Plat, an 11-lot commercial subdivision proposed for the southwest corner of Fox Ridge Drive and 58 Highway.

RESOLUTION 19-24

“A RESOLUTION OF THE RAYMORE CITY COUNCIL APPROVING THE DEAN COMMERCIAL PRELIMINARY PLAT, LOCATED IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 46 NORTH, RANGE 32 WEST, RAYMORE, CASS COUNTY, MISSOURI.”

WHEREAS, the Planning and Zoning Commission held a public hearing on May 7, 2019 on the Dean Commercial preliminary plat and forwarded its recommendation of approval to the City Council; and

WHEREAS, the City Council held a public hearing on May 13, 2019 and is accepting the recommendation of the Planning and Zoning Commission.

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

Section 1. The Dean Commercial Preliminary Plat is hereby approved.

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 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



To: City Council
From: Planning Commission
Date: May 13, 2019
Re: Case #18028: Dean Commercial Preliminary Plat

GENERAL INFORMATION

Applicant/Property Owner B&M Dean Family Farm, LLC
1608 Vogt Street
Raymore, MO 64083

Requested Action: Preliminary Plat Approval for the proposed 40 acre Dean Commercial Preliminary Plat

Property Location: Generally the southwest corner of MO-58 and Foxridge Drive.



Site Photographs:



View looking Northwest along Foxridge Drive from the entrance into the Manor Homes of Eagle Glen apartment complex



View looking west from the CVS entrance along Foxridge Drive.



View looking southwest towards the subject project from the intersection of Foxridge Drive and MO-58.

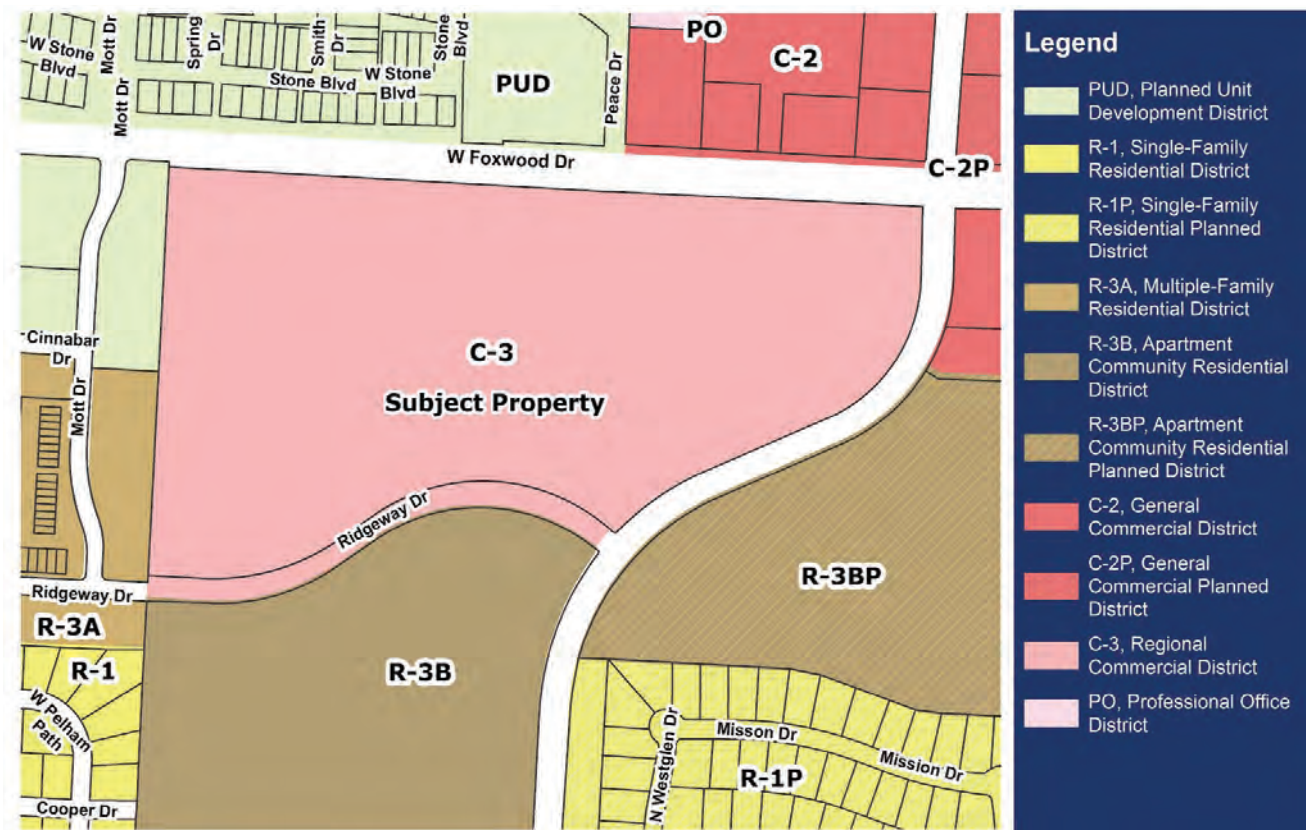


View looking east from the current terminus of Ridgeway Drive, near the Legends and Ridgeway Villas neighborhoods.



View looking south across MO-58 at the subject property from Peace Drive.

Existing Zoning: "C-3" Regional Commercial



Existing Surrounding Zoning: **North:** "PUD" Planned Unit Development
"C-2" General Commercial District
South: "R-3B" Apartment Community Residential
East: "R-3B" Apartment Community Residential
"C-2" General Commercial District
West: "PUD" Planned Unit Development
"R-3A" Multiple Family Residential

Total Tract Size: 40.96 Acres

Total Number of Lots: 11

Legal Description: A tract of land located in the Northeast Quarter (NE 1/4) of Section 17, Township 46 North, Range 32 West, Cass County, Missouri, more particularly described as follows:

Commencing at the Northwest corner of said Northeast Quarter; thence South 87 degrees 16 minutes 04 seconds East along the north line of said Northeast Quarter a distance of 89.99 feet to the Point of Beginning; thence South 87 degrees 16 minutes 04 seconds East continuing along said north line a distance of 2030.49 feet to the northerly extension of the westerly right of way of Fox Ridge Drive as said right of way now exist; thence South 01 degree 47 minutes 11 seconds West along said westerly right of way line a distance of 245.48 feet; thence Southwesterly continuing along said westerly right of way line on a curve to the right having a radius of 409.96 feet, a central angle of 65 degrees 40 minutes 15 seconds, a distance of 469.88 feet; thence continuing along said westerly right of way line South 67 degrees 27 minutes 26 seconds West a distance of 357.29 feet; thence Southwesterly continuing along said westerly right of way line on a curve to the left having a radius of 729.92 feet, a central angle of 25 degrees 25 minutes 41 seconds, a distance of 328.38 feet; thence North 47 degrees 58 minutes 15 seconds West a distance of 40.00 feet; thence Northwesterly and Southwesterly on a curve to the left having a radius of 499.95 feet, a central angle of 76 degrees 21 minutes 14 seconds, a distance of 666.24 feet; thence South 55 degrees 40 minutes 31 seconds West a distance of 131.81 feet; thence Southwesterly on a curve to the right having a radius of 549.94 feet, a central angle of 37 degrees 33 minutes 15 seconds, a distance of 360.46 feet; thence North 86 degrees 46 minutes 14 seconds West a distance of 161.34 feet; thence North 03 degrees 13 minutes 46 seconds East a distance of 1145.41 feet to the Point of Beginning.

Contains: 1,784,244.80 square feet or 40.96 acres more or less.

Growth Management Plan: The Future Land Use Map of the current Growth Management Plan designates this property as appropriate for Commercial Development

Major Street Plan: The Major Thoroughfare Plan Map classifies W. Foxwood Drive (MO-58) as a Major Arterial, Fox Ridge Drive as a Major Collector, and Ridgeway Drive as a Local Road.

Advertisement: November 29, 2018 **Journal Newspaper**
April 18, 2019 **Journal Newspaper**

Public Hearing: December 18, 2018 Planning Commission meeting
January 15, 2019 Planning Commission meeting
May 7, 2019 Planning Commission meeting

- Items of Record:**
- Exhibit 1. Mailed Notices to Adjoining Property Owners**
 - Exhibit 2. Notice of Publication**
 - Exhibit 3. Unified Development Code**
 - Exhibit 4. Application**
 - Exhibit 5. Growth Management Plan**
 - Exhibit 6. Staff Report**
 - Additional exhibits as presented during hearing**

PRELIMINARY PLAT REQUIREMENTS

The following section of the Unified Development Code is applicable to this application:

Section 470.110: Preliminary Plats

A. Applications

- 1.** An application for a preliminary plat may be obtained from the Community Development Director. The application must be completed in its entirety in accordance with Section 470.010C and submitted at least 60 days prior to the date of the meeting where it will be considered.
- 2.** For property in commercial or industrial zoning districts, the application must be submitted at least 30 days prior to the date of the meeting.

B. Memorandum of Understanding

A Memorandum of Understanding (MOU) may be required by the City for any preliminary plat application request.

C. Procedure

1. Pre-Application Conference

Prior to filing an application for a preliminary plat, the applicant must attend a pre-application conference in accordance with Section 470.010B.

2. Development Review Committee and Other Agency Review

a. Upon receipt of a complete application, the Community Development Director will distribute copies of the preliminary plat and supportive information to the Development Review Committee. The application will be reviewed by the Development Review Committee for compliance with applicable regulations of this Code.

b. The Community Development Director will also distribute copies of the preliminary plat to the following governmental agencies, departments, and other persons as may be deemed appropriate for the particular proposed subdivision:

- (1)** Fire District;
 - (2)** Police Department;
 - (3)** School District;
 - (4)** State Highway Department (if the subdivision is adjacent to a State Highway);
- and

(5) any utility companies providing gas, electric or telephone service in or near the subdivision.

c. The agencies, departments and persons identified in this section will have a minimum of 10 working days to review the preliminary plat and to make their report and recommendations to the Planning and Zoning Commission.

d. If a report has not been returned to the office of the Community Development Director within 10 working days after receiving a plat for review, the proposed plat will be deemed to be in conformance with the laws, rules or policies of the reviewing agency or department.

3. Planning and Zoning Commission Public Hearing

All proposed preliminary plats must be submitted to the Planning and Zoning Commission for review and recommendation. The Planning and Zoning Commission will hold a public hearing on the application in accordance with Section 470.010E

4. Planning and Zoning Commission Recommendation

a. The Planning and Zoning Commission will consider the preliminary plat within 60 days of its receipt by the Community Development Director, or at the next regular meeting for which the plat may be scheduled.

b. The Planning and Zoning Commission will review and consider the reports and recommendations of the agencies, departments and persons to whom the preliminary plat has been submitted for review.

c. If the preliminary plat does comply with all requirements, the Planning and Zoning Commission will forward the application to the City Council with a recommendation of approval.

d. If the preliminary plat is in general, but not complete compliance, the Planning and Zoning Commission may recommend conditional acceptance of the preliminary plat. The conditions of such acceptance will specify the modifications necessary to achieve full compliance. The Planning and Zoning Commission will forward the application to the City Council with a recommendation of approval, subject to conditions.

e. If the preliminary plat is not in compliance with all requirements, the Planning and Zoning Commission will recommend disapproval of the preliminary plat. Within 10 days of its final action, the Planning and Zoning Commission must notify the subdivider in writing of the reasons for its recommendation for disapproval.

f. If the preliminary plat is not recommended for approval, the subdivider may modify the preliminary plat and re-submit it to the Planning and Zoning Commission. If the plat is amended and re-submitted within 60 days of the disapproval of the original preliminary plat, no additional filing fee will be required. The Planning and Zoning Commission may reconsider the preliminary plat at a regular meeting for which the plat may be scheduled by the Community Development Director.

5. City Council Public Hearing

The Raymore City Council must hold a public hearing on the application in accordance with Section 470.010E1b through d and E2.

6. City Council Action

a. The City Council must consider the request within 60 days of receipt of written recommendation of the Planning and Zoning Commission. Upon receipt of the

recommendation of the Planning and Zoning Commission, the City Council must consider the application and may take final action to approve or disapprove it.

b. If final action is not taken by the City Council within 120 days after the recommendation of the Planning and Zoning Commission is submitted to it, the preliminary plat will be deemed to have been defeated and denied, unless the applicant has consented to an extension of this time period. Whenever a preliminary plat is defeated, either by vote of the City Council or by inaction described in this section, such preliminary plat cannot be passed without another public hearing that is noticed in accordance with this chapter.

c. If the City Council approves an application, it will adopt a resolution to that effect.

7. Findings of Fact

In its deliberation of a request, the Planning and Zoning Commission and City Council must make findings of fact taking into consideration the following:

a. the preliminary plat will not adversely affect the appropriate use of neighboring property;

b. the preliminary plat is in compliance with all applicable regulations of the Unified Development Code, Growth Management Plan, and other City regulations and plans;

c. the preliminary plat will not impose undue burden upon existing public services and facilities; and

d. the preliminary plat will make adequate provision to accommodate resulting additional demands which may be imposed upon roads and streets, water supply and storage, storm sewerage, sanitary sewerage, and wastewater treatment without substantially increasing public costs and expenditures.

8. Effect of Approval of Preliminary Plat

a. Approval of the preliminary plat does not constitute final acceptance of the subdivision by the City Council, but will be considered permission to prepare and submit a final plat. Preliminary plat approval will be effective for no more than one year from the date approval was granted unless:

(1) a final plat application is submitted within one year of the date of preliminary plat approval;

(2) upon the request of the subdivider, the City Council grants an extension; or

(3) final plat applications are submitted in accordance with the requirements for staged development of final plats in accordance with Section 470.130E.

b. If preliminary plat approval expires, the preliminary plat must be re-submitted as if no such plat had ever been approved.

9. Extension of Preliminary Plat

An applicant must request that the City Council grant an extension of an approved preliminary plat prior to the expiration date of the preliminary plat. An extension of the preliminary plat can only be requested if it remains unchanged from last acceptance. A request for extension does not require submission of a new application fee or a public hearing

PREVIOUS PLANNING ACTIONS ON OR NEAR THE PROPERTY

1. The property was rezoned from "A" Agricultural District to "C-3" Regional Commercial District on September 27, 1999.
2. The property directly to the south obtained site plan approval for a 400+ unit luxury apartment dwelling community on October 2, 2018. Development of the property has not yet started.

GOOD NEIGHBOR INFORMATIONAL MEETING COMMENTS

A Good Neighbor meeting was held on Wednesday, December 5, 2018. 4 residents attended the meeting, in addition to representatives from the project and City staff. Below is an overview of the comments that were asked:

Is there a specific tenant identified for the property(s)?

There is no specific tenant identified for the property at this time. The preliminary plat is the first step in making this property development ready. When identified, a tenant would have to obtain at minimum, final plat approval, as well as site plan approval

Where and how is stormwater being handled?

The applicant did submit a stormwater management study with their application. Our Unified Development Code provides a number of options to address stormwater detention.

Where are the access points into the development?

Access points have been identified as shown on the Preliminary Plat. Access points will be provided at five (5) separate locations, including one private drive. Ridgeway Drive will also be constructed as part of the future development of the overall site.

How will traffic be handled?

The applicant is currently working on a traffic study for the project.

ENGINEERING DEPARTMENT COMMENTS

The Engineering Division of Public Works has reviewed the application, Traffic Study and Stormwater Study and determined that the proposed plans and specifications comply with the standards adopted by the City of Raymore. Please see the attached memo for comments and recommendations.

STAFF COMMENTS

1. The current bulk and dimensional standards for the "C-3" Regional Commercial zoning district are as follows:

C-3	
Minimum Lot Area	
per lot	-
per dwelling unit	2,000 sq.ft.
Minimum Lot Width (feet)	100
Minimum Lot Depth (feet)	100
Yards, Minimum (feet)	
front	30
rear	20
side	10
side, abutting residential district	20
Maximum Building Height (feet)	80
Maximum Building Coverage (%)	50

2. The proposed project was shared with the South Metropolitan Fire Protection District. The District had no comments or concerns.

3. There is a fifty foot (50') Southern Star gas line easement that crosses north-south through the property. Building construction, with the exception of parking lots, sidewalks, etc... shall not encroach into the easement. The proposed plat does not show any conflict with this easement.

4. With Preliminary Plat approval, the property owner(s) may submit construction plans for any required public improvements and commence construction on those improvements.

5. Final Plat and Site Plan approval will be required before the issuance of any building permits on the property.

6. Adequate right-of-way currently exists along MO-58 highway for the future construction of right-turn lanes into the proposed development. Additional right-of-way is being platted to accommodate future turn lanes on Foxridge Drive.

7. There are two significant streams running through the property that are required to be preserved through the City's stream buffer requirements. The proposed plan includes a one-hundred foot (100') stream buffer.

8. The land uses and building footprints shown on the preliminary plat are included for illustration purposes only.

9. The Transportation Master Plan adopted by the City suggests that Ridgeway Drive should be extended through the site to the east and connect to

Foxridge Drive. The preliminary plat proposes to eliminate that connection, and reroutes Ridgeway Drive north through the site. Ridgeway Drive would then connect to 58 Highway.

Right-of-way has already been platted on the property to the south for the future construction of Ridgeway Drive.

10. A private road is being proposed. between proposed Lots 1, 2, and 3. Private roads are permitted under City code.

11. Pedestrian safety and connectivity is evaluated as part of the preliminary plat. Five-foot sidewalks are being proposed on both sides of all public roadways, and on the north side of the proposed private road. Five-foot sidewalk is also required along the west side of Foxridge Drive. Sidewalk currently exists on the south side of 58 Highway.

12. The proposed 30' sanitary sewer easement along the westernmost stream is necessary for the future construction of a sanitary sewer line that will eliminate the need of an aging lift station on the north side of 58 Highway.

13. Section 450.010 of the UDC provides guidance for the detention and treatment of stormwater runoff. It is the responsibility of the developer to choose which method, or combination thereof, will be utilized. For the purposes of this development, the developer has chosen to construct a combination of detention basins and underground detention facilities throughout the site. Infrastructure plans for all stormwater improvements, as well as stormwater maintenance agreements for each individual facility shall be submitted to and approved by the City to ensure compliance with all applicable codes and ordinances.

14. The construction of an eastbound right turn lane onto Foxridge Drive from MO-58 Highway shall be programmed and constructed by the City of Raymore in the near future.

PLANNING COMMISSION FINDINGS OF FACT

Under Section 470.110 of the Unified Development Code, the Planning and Zoning Commission and City Council is directed concerning its actions in dealing with a preliminary plat request. Under 470.110 (C) (7) the Planning and Zoning Commission and City Council is directed to make findings of fact taking into consideration the following:

1. the preliminary plat will not adversely affect the appropriate use of neighboring property;

The preliminary plat will not adversely affect the appropriate use of neighboring properties. The property has always been intended to be developed for commercial use, and was rezoned as such in 1999. The property does abut

residentially zoned properties to the east, west, and south (R-3A and R-3B), which is allowed under the provisions of the Unified Development Code, provided that adequate landscaping and screening is utilized.

The development includes the future construction of various turn lanes into and out of the site to ensure that the traffic generated by future development will not adversely affect the use of and access to surrounding properties.

2. the preliminary plat is in compliance with all applicable regulations of the Unified Development Code, Growth Management Plan, and other City regulations and plans;

The preliminary plat is in compliance with all applicable regulations of the Unified Development Code, Growth Management Plan, and other City regulations and plans. The proposed lots comply with the development standards for the underlying zoning district, and the proposed land uses are consistent with the Future Land Use Map adopted by the City.

3. the preliminary plat will not impose undue burden upon existing public services and facilities; and

The preliminary plat will not impose undue burden upon existing public services and facilities. Infrastructure to serve the property has been sized to meet the future demands for service to the property. The property owner has agreed to dedicate a sanitary sewer easement through the property for the future construction of a sanitary sewer line that will be extended through the property to serve future development, and will eventually connect to an existing lift station on the north side of MO-58 Highway, near Foxwood Springs. The future extension and connection of the sanitary sewer line will eliminate the need for the lift station.

4. the preliminary plat will make adequate provision to accommodate resulting additional demands which may be imposed upon roads and streets, water supply and storage, storm sewerage, sanitary sewerage, and wastewater treatment without substantially increasing public costs and expenditures.

There is sufficient capacity in the water and sanitary sewer systems to support full development of the property. The road network was designed to accommodate full development of the property. The Traffic Study that was submitted with the preliminary plat application identifies various right-turn lane improvements that shall be incorporated into the future development of the property. Stormwater detention facilities will be constructed as development occurs to control water runoff from development on the property. Costs associated with extension of any water, sanitary sewer lines, storm sewer lines, or roadway improvements will be borne by the property owner and/or developer.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>
Public Hearing	May 7, 2019	May 13, 2019

STAFF RECOMMENDATION

City Staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward case #18028 Dean Commercial Preliminary Plat to the City Council with a recommendation of approval, subject to the following conditions.

1. The developer agrees, at the necessary time, to dedicate to the City the proposed 30' sanitary sewer easement, as well as all necessary construction easements for the future construction of a sanitary sewer line through the property. Such dedication shall be done at no cost to the City.
2. Prior to the commencement of any land disturbance activities on Lot 7 and/or Lot 8, the developer and/or property owner must install appropriate measures on the property to prevent silt-runoff from entering the field inlet located on proposed Lot 8, which feeds into the regional detention facilities for the Manor Homes of Eagle Glen.
3. Per the recommendations of the submitted Traffic Study and staff review, the recommended improvements shall be installed as follows:
 - a. The construction of an eastbound right-turn lane into the development off of MO-58 Highway onto proposed Lovegrass Blvd. shall be constructed by the developer and/or property owner as part of the public improvements tied to the development of Lots 1, 2, 3, 4, 5, 10 and/or 11. The demand for such improvements shall be determined as part of the final plat and site plan approval process for each of the lots listed above.
 - b. The construction of an eastbound right-turn lane into the development off of MO-58 Highway onto proposed Rye Drive shall be constructed by the developer and/or property owner as part of the public improvements tied to the development of Lots 5, 6, 7, 8, 9 and/or 10. The demand for such improvements shall be determined as part of the final plat and site plan approval process for each of the lots listed above.

- c. The construction of a southbound right-turn lane into the development off of Fox Ridge Drive onto proposed Brome Drive shall be constructed by the developer and/or property owner at the time Brome Drive is connected to Fox Ridge Drive. The right of way, as well as all necessary temporary construction easements necessary to facilitate this construction shall be dedicated by the developer and/or property owner to the City upon the development of Lot 7.
- d. The right of way necessary for the construction of an eastbound right turn lane onto Fox Ridge Drive from MO-58 Highway shall be dedicated by the developer and/or property owner to the City upon the development of Lot 7.
- e. Additional right-of-way, if necessary based on final approved plans, for improvements a-c listed above shall be dedicated to the City by the developer and/or property owner upon final plat and/or site plan approval.

PLANNING COMMISSION RECOMMENDATION 5/7/19

The Planning and Zoning Commission, at its May 7, 2019 meeting, voted 6-0 to accept the staff proposed findings of fact, and forward Case #18028 Dean Commercial Preliminary Plat to the City Council with a recommendation of approval, subject to the conditions as presented by staff.

To: Planning and Zoning Commission

From: Department of Public Works

Date: April 18, 2019

RE: Dean Commercial (Preliminary Plat)

The Public Works and Engineering Department has reviewed the application for Dean Commercial, and offers the following comments:

Project Location: The development phase is located in the southwest corner of Route 58 and Foxridge Drive. It is a 40.96 acre site.

Impacts on Transportation System(s): The entire project consists of 154,900 square feet of retail shopping, restaurants and convenience stores. The development has a total of 5 entrances to allow for traffic flow through the development. Priority Engineers provided the following recommendations:

West Drive:

- Construct a northbound left and right turn lane
- Construct a 90' eastbound right turn lane with 100' taper

These improvements should be constructed when the West Drive is constructed. The West Drive should be constructed in conjunction with any of the western most five lots.

East Drive:

- Construct a northbound left and right turn lane
- Construct a 90' eastbound right turn lane with 100' taper
- These improvements should be constructed when the East Drive is constructed
- The East Drive should be constructed in conjunction with any of the easternmost four lots

While the west entrance meets the Peak Hour Signal warrant, we are not recommending the installation of a signal at this location due to the intent of

the warrant and the spacing of this location compared to existing signalized intersections.

Consideration should be given to restricting right turns on red for the northbound and eastbound movements at the existing intersection of Missouri 58 Highway and N Fox Ridge Drive due to restricted sight distance.

In addition to the recommendations from the traffic engineer, the city would further recommend a right turn lane be constructed for eastbound Route 58 traffic to southbound Foxridge Drive. It is further recommended that the first entrance into the development from Foxridge Drive also have a right turn lane. It is noted in the traffic engineers report that with 2 southbound lanes, this is not necessary; however, when looking at the northbound volumes, it may be necessary to have 2 left turn lanes. When this happens, the second lane will come from one of the southbound through lanes. When that happens, the southbound direction will need the right turn lane.

Another consideration is the change of direction of Ridgeway Drive. In the plat, it shows Ridgeway Drive connecting to Route 58 and not to Fox Ridge Drive. Public Works finds this change acceptable and it should be updated in the Transportation Master Plan.

Adequate Public Facilities:

Sanitary Sewer System - The project will be served by an existing gravity sewer to the south of the development. The initial connection was to be to a development to the south, but it has not been constructed yet. If it is not constructed, the developer for Dean Commercial will need to extend the sanitary sewer through this property to the Dean commercial property. In addition to this line, an additional easement is required to be dedicated to the City for the connection to the Willowind lift station. The City will make the connection and eliminate the lift station.

Water System - The project is served by existing water mains around the development. There is sufficient flow for the phase of the development.

Storm Water System/Water Quality - The development has two possible solutions for stormwater, creation of a regional detention facility, or to detain water on each property. Properties of this size are typically better suited for

regional stormwater facilities. The developer has decided to require each property to detain water of their own property. It will be the responsibility of each future property owner to design and construct individual detention basins, or other BMP measures to handle stormwater. The plans call for all water quality standards to be met.

An additional requirement is to prevent silt from entering the field inlet located on Lot 8, across from Manor Homes. The solution must prevent silt from entering the field inlet, nor allow the silt to enter the curb inlet, or go onto the street.

Summary: The Public Works department has determined that the plans and specifications comply with the standards adopted by the City of Raymore with the above recommendations.



REISSUE: MISSISSIPPI STATE 100
WWW.RIC-CONSULT.COM
RIS 000.0594

Renaissance
Infrastructure
Consulting

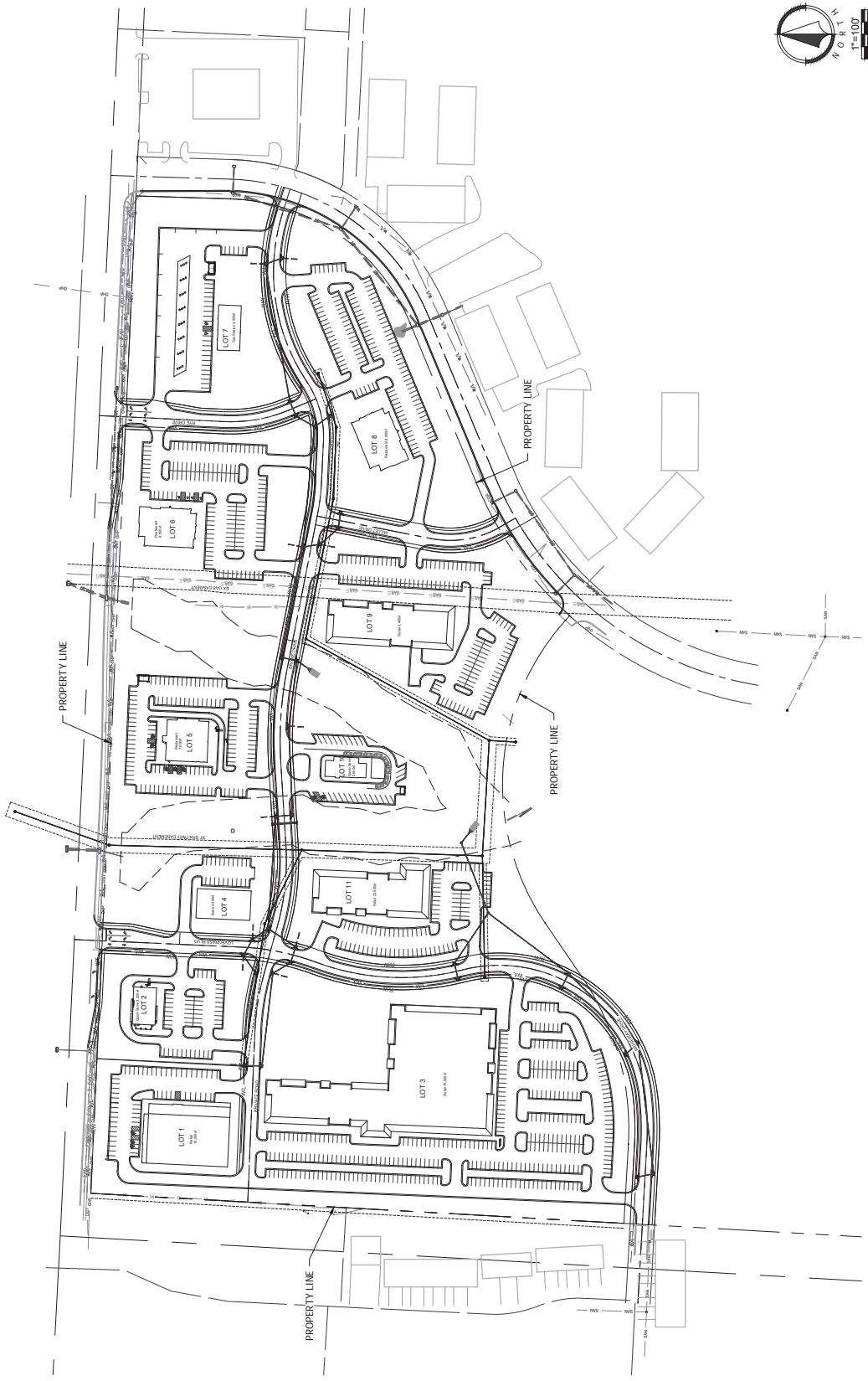
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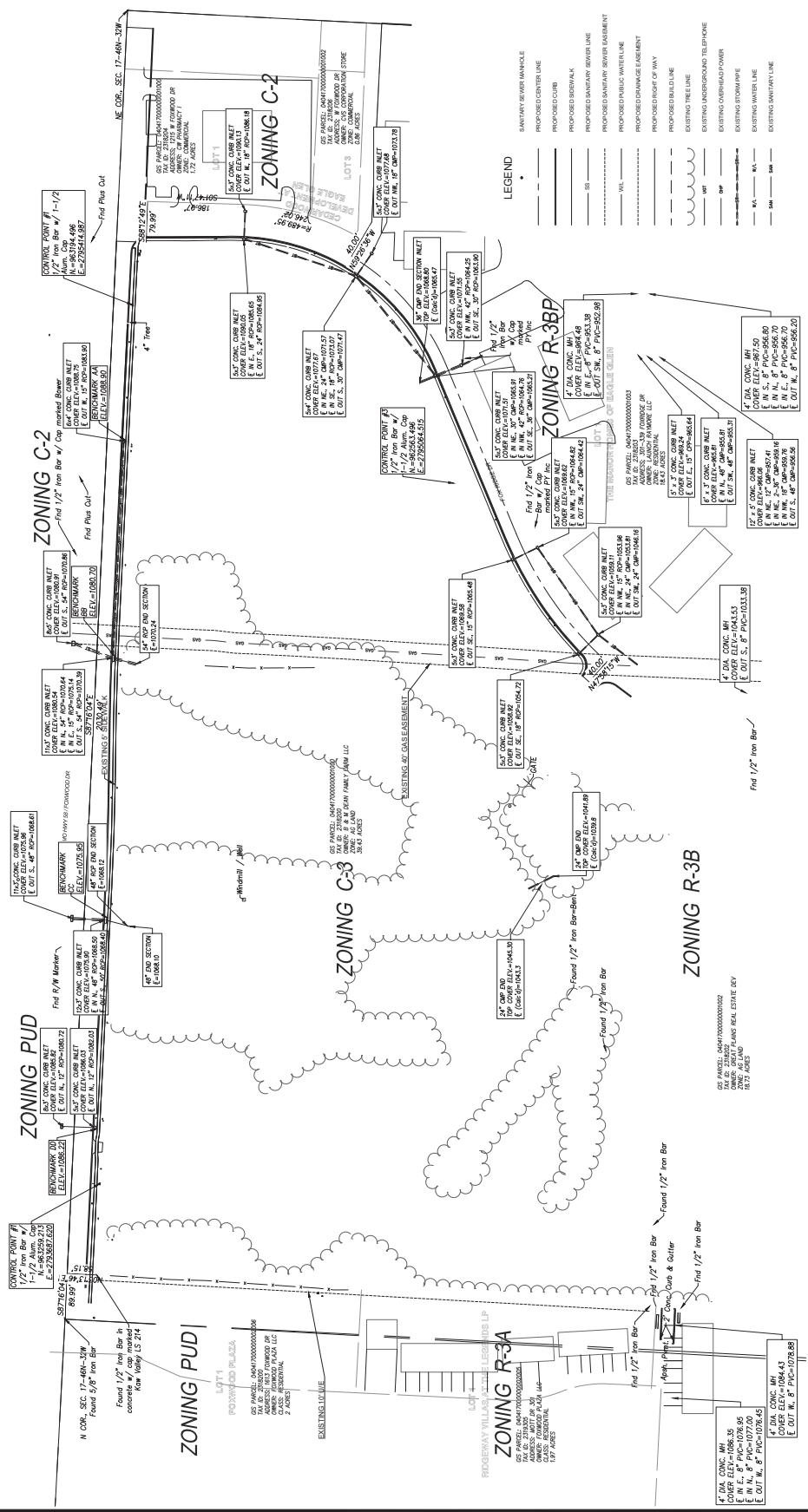
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General Layout

DEAN COMMERCIAL
PRELIMINARY PLANS
18-0178
DEAN PROPERTY

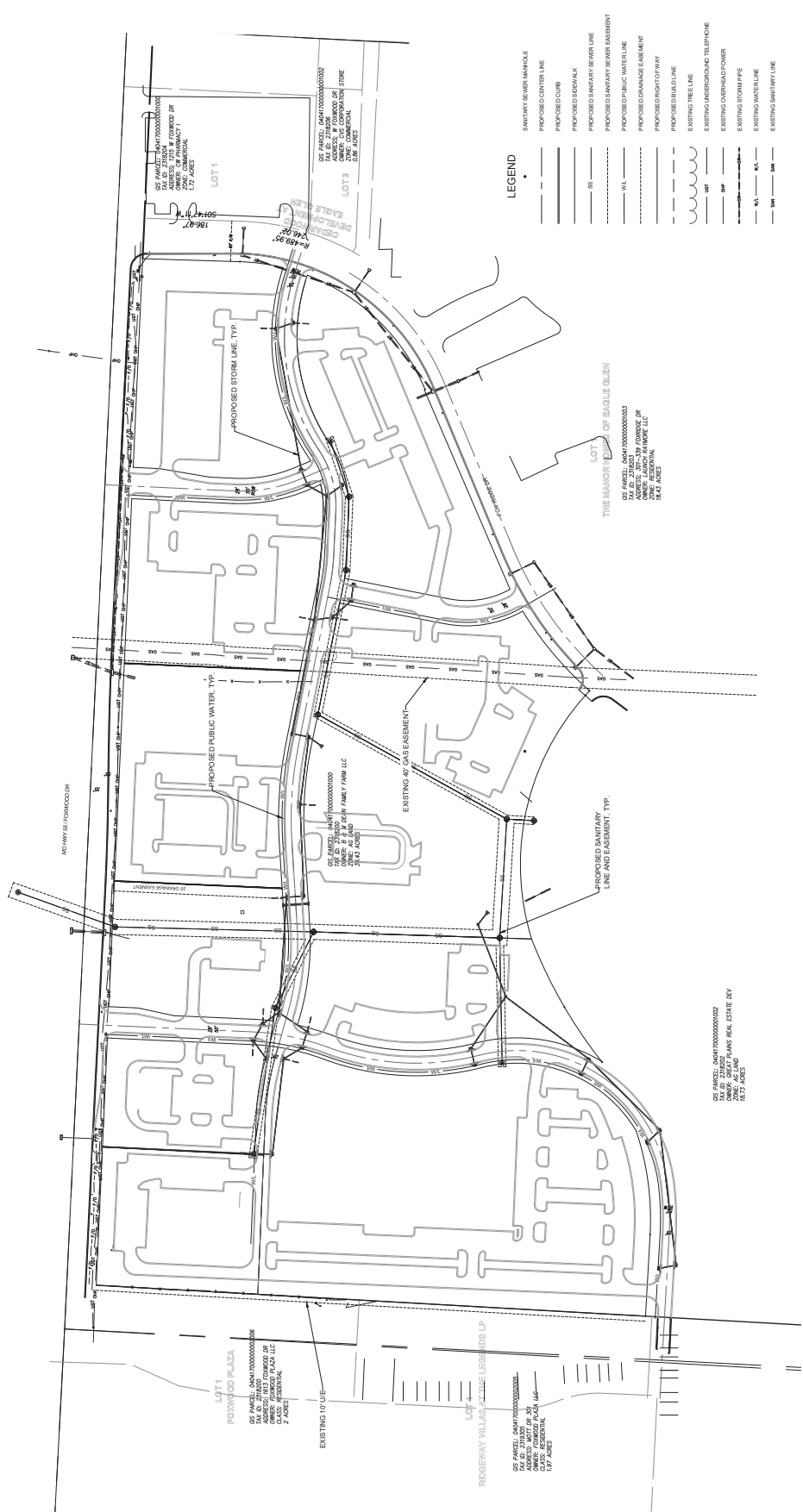
Sheet
1 of 16





LEGEND

- SANITARY SEWER MAINLINE
- PROPOSED CENTER LINE
- PROPOSED CURB
- PROPOSED SIDEWALK
- PROPOSED BARRIER SWALE LINE
- PROPOSED SANITARY SEWER EASEMENT
- PROPOSED PUBLIC WATERLINE
- PROPOSED DRAINAGE EASEMENT
- PROPOSED RIGHT OF WAY
- PROPOSED BARRIER LINE
- EXISTING TREE LINE
- EXISTING UNDERGROUND TELEPHONE
- EXISTING UNDERGROUND POWER
- EXISTING STORMPIPE
- EXISTING WATER LINE
- EXISTING CENTER LINE
- EXISTING SANITARY LINE



LEGEND

- SANITARY SEWER MANHOLE
- PROPOSED CENTER LINE
- PROPOSED CURB
- PROPOSED SIDEWALK
- PROPOSED SANITARY SEWER LINE
- PROPOSED SANITARY SEWER BASEMENT
- PROPOSED PUBLIC WATER LINE
- PROPOSED DRAINAGE EASEMENT
- PROPOSED STREET OF WAY
- PROPOSED BUILDING
- EXISTING TREE LINE
- EXISTING UNDERGROUND TELEPHONE
- EXISTING OVERHEAD POWER
- EXISTING STORM PIPE
- EXISTING WATERLINE
- EXISTING SANITARY LINE

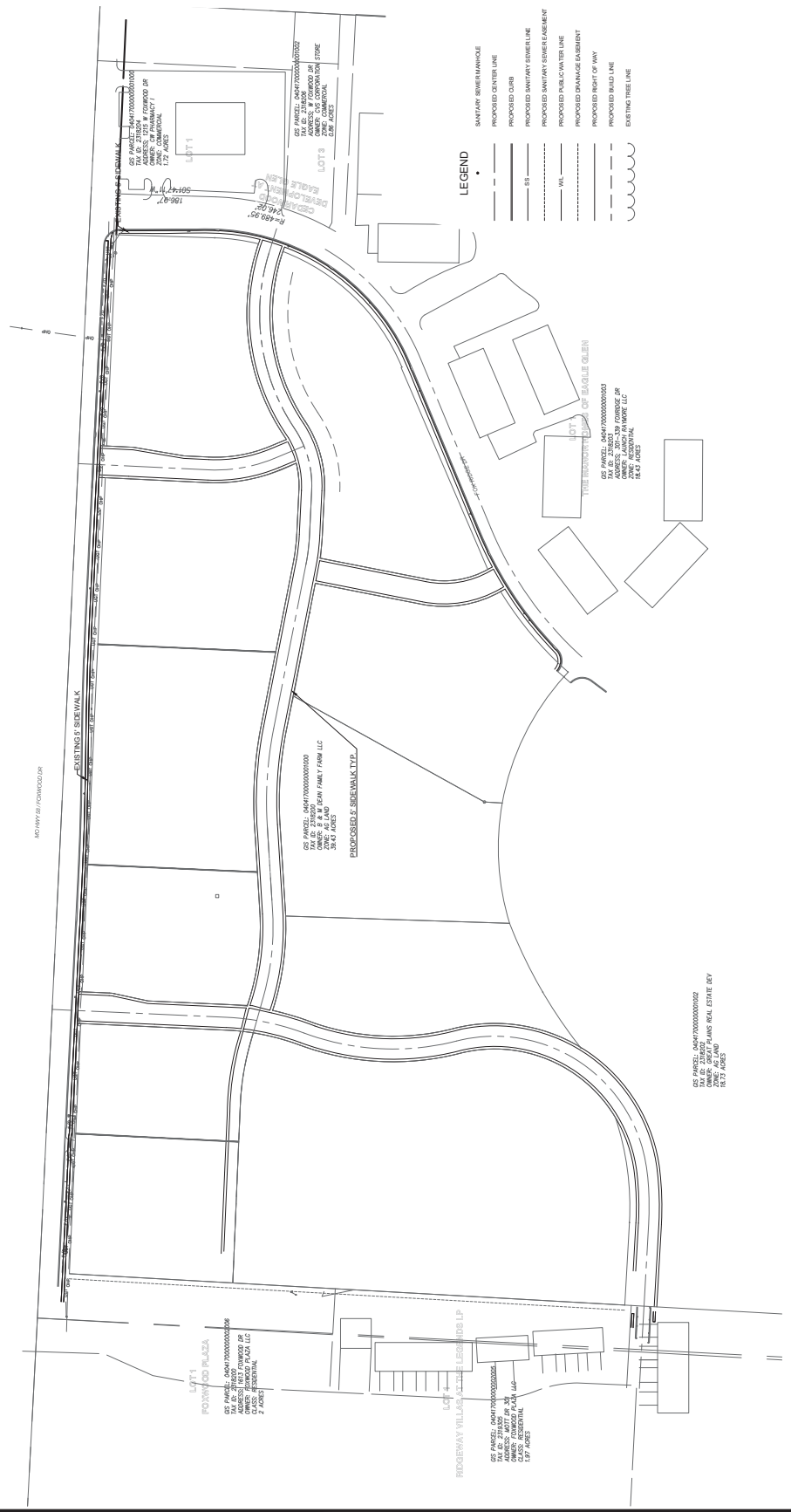
NO.	REV.	DATE	REVISION
1	1	10/18/18	ORIGINAL SUBMITTAL
2	1	11/11/18	PER CITY COMMENTS
3	1	11/11/18	PER CITY COMMENTS
4	1	11/29/18	PER CITY COMMENTS

Renaissance Infrastructure
City Council Meeting
Page 17 of 257

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Missouri Certificate of Authority No. 2010038303

City Council Meeting
Page 17 of 257



LEGEND

—	SANITARY SEWER EASEMENT
—	PROPOSED CENTER LINE
—	PROPOSED CURB
—	PROPOSED SANITARY SEWER LINE
—	PROPOSED SANITARY SEWER EASEMENT
—	PROPOSED PUBLIC WATER LINE
—	PROPOSED DRAINAGE EASEMENT
—	PROPOSED RIGHT OF WAY
—	PROPOSED ROAD LINE
—	EXISTING TREE LINE



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: May 13, 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 3453 - Memorial Park, Arboretum Playground Improvements

STRATEGIC PLAN GOAL/STRATEGY

Goal 1.3.2: Develop programs & amenities that meet the needs of the community.

FINANCIAL IMPACT

Award To:	Fry & Associates, Inc.
Amount of Request/Contract:	\$42,566.36
Amount Budgeted:	\$48,000.00
Funding Source/Account#:	Fund 47 Park Sales Tax Fund

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
July 2019	September 2019

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks and Recreation Board
Date:	April 23, 2019
Action/Vote:	7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Bill 3453
Quote and site plan

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

In 2018, the Park Board and the City Council approved the FY19 Capital Improvement Plan. Within the approved program, \$48,000 was funded to replace the old playground equipment located near the West Shelter in the Arboretum at Memorial Park.

The play equipment located just north of the shelter is well over 25 years old and the entire area is in need of upgrades.

Staff has designed a concept plan that includes a mix of new equipment and surfacing as well as reusing the current swings. Parks Maintenance staff will remove the old equipment and prepare the site for installation. Utilizing in-house resources and government purchasing contracts, this play area will undergo a much needed upgrade.

Pricing for the equipment and installation has been provided through Fry and Associates utilizing the National Procurement Partners (NPPGov) cooperative purchasing agreement. NPPGov is a national cooperative procurement organization offering publicly solicited contracts to government entities nationwide. The contracts are created through a public solicitation and award process by a Lead Public Agency. The City of Raymore is a long standing member of NPPGov, account #M-5710884.

BILL 3453

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AN AGREEMENT WITH FRY AND ASSOCIATES INC. IN THE AMOUNT OF \$42,566.36 TO PROVIDE AND INSTALL PLAY EQUIPMENT AT MEMORIAL PARK AND AUTHORIZING THE CITY MANAGER TO MAKE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, the Memorial Park play equipment is outdated and in need of replacement, and;

WHEREAS, Fry and Associates, Inc., a member of NPPGov Publicly Solicited Contracts, provides the best pricing to purchase and install playground equipment, and:

WHEREAS, the proposed playground plan is within the approved budget.

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 an agreement with Fry and Associates Inc. to purchase and install playground equipment at Memorial Park in the amount of \$42,566.36.

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 13TH DAY OF MAY, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 10TH DAY OF JUNE, 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



Fry & Associates, Inc.
101 E 15th Ave, North Kansas City MO 64116
t. 816-221-4825 f. 816-221-4831

Number FRYQ62410
Date Oct 16, 2018

End User	Ship To	Bill To
City of Raymore Nathan Musteen Memorial Park (West Side) Raymore, MO 64083	City of Raymore 909 S. Madison Raymore, MO 64083	City of Raymore Nathan Musteen 100 Municipal Circle Raymore, MO 64083

Memorial Park

Associates	P.O. Number	Ship Via	Terms
Margie Fry William Fry		Common	Net 10

Qty	Description	Unit Price	Ext. Price
1	<i>CUSTOM</i> Custom Boulder Path GFRC construction of a rock climber and 2 tree stumps linked by cable core net climbers Circle Color Choice of Net: Nets Available in TAN or BLACK	\$20,000.00	\$20,000.00
1	<i>ZZXX0483</i> COZY COCOON - SPINNING Component Color: _____ Roto Plastic 1: _____ Roto Plastic 2: _____	\$2,855.00	\$2,855.00
1	<i>ZZXX0642</i> SWING ALONG W/ SS CHAINS FOR 8FT TOP RAIL Post Color: _____ Roto Plastic 1: _____	\$1,115.00	\$1,115.00
1	<i>BRT06-A-19-000</i> 6' Bench with Back - Expanded Metal - Inground - Advantage Coating	\$439.00	\$439.00
1	<i>Wood Fiber</i> Engineered Wood Fiber Safety Surfacing Approximately 90 cy Delivered and Dropped as close to site as allowed. Does Not Include Installation	\$2,259.00	\$2,259.00
959	<i>PTN</i> PrimoTurf Natural Select: Rustic, Jungle, or Rainbow Turf Material Delivered and Installed over Compaction (By Others) w/ Turn Down Edge Approximately 3.5" Depth to Cover 8 ft CFH Customer is responsible to secure site during and after installation. Fry & Associates cannot be responsible for damage to site after installation is complete.	\$16.04	\$15,382.36
1	<i>Install</i> Equipment Installation of: (1) Cozy Cocoon - Spinning (1) Swing Along Seat w/ Chain (1) Assembly & Install of Inground Bench	\$0.00	\$0.00

Continued On Next Page ...

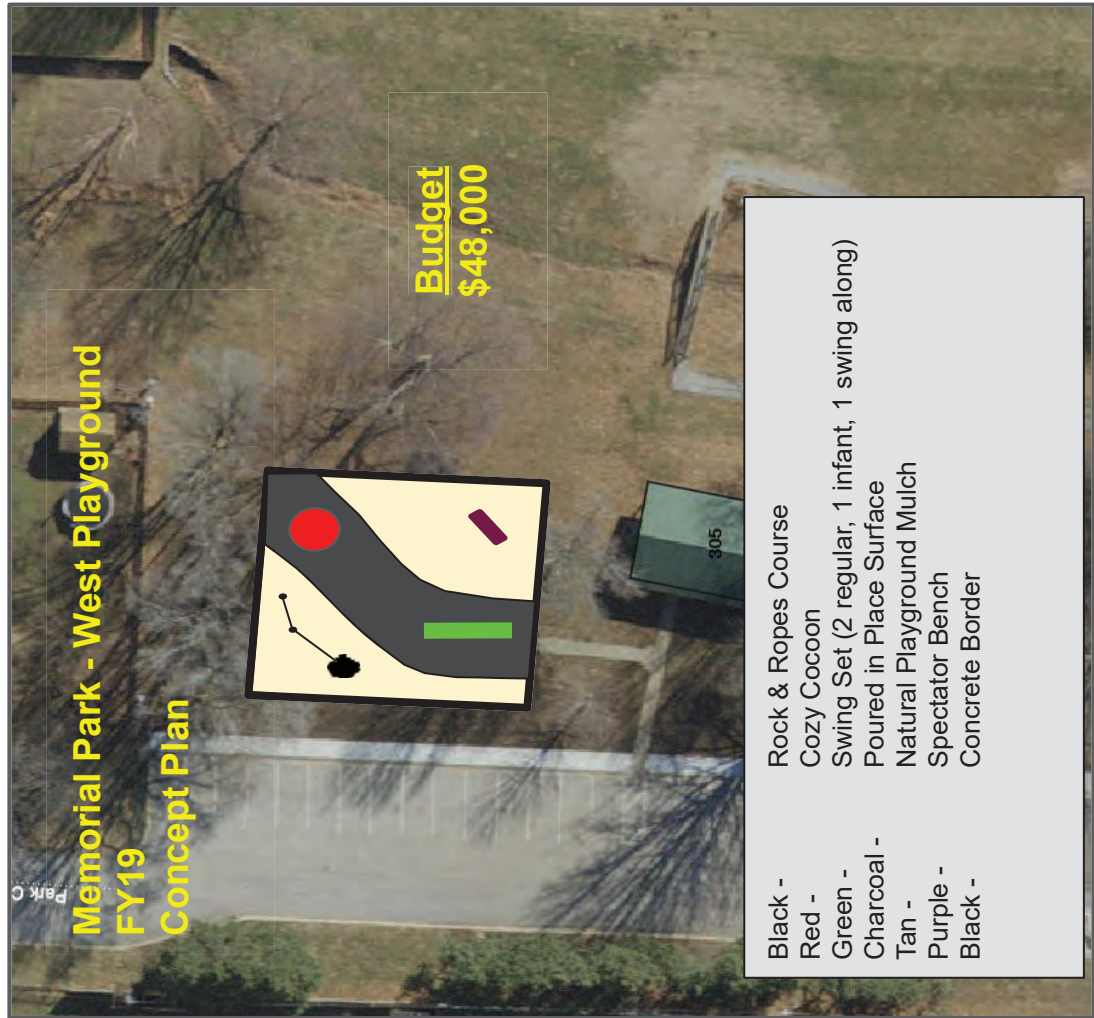
Qty	Description	Unit Price	Ext Price
		SubTotal	\$42,050.36
		Tax	\$0.00
		Shipping	\$516.00
		Total	\$42,566.36

Shipping Contact: Nathan Musteen
Email: nmusteen@raymore.com

Phone: 816- 779-2225
Fax:

By Signing this I agree to the attached terms and conditions of this proposal. I also certify that I have the authority to enter the Billing Party into this agreement.

Quote Accepted By: _____ Date: _____
Pricing is CASH pricing. 3.5% will be added to the total for credit card transactions
Unless otherwise indicated all pricing good for 30 days from quote date



**Memorial Park - West Playground
 FY19
 Concept Plan**

**Budget
 \$48,000**

- Black - Rock & Ropes Course
- Red - Cozy Cocoon
- Green - Swing Set (2 regular, 1 infant, 1 swing along)
- Charcoal - Poured in Place Surface
- Tan - Natural Playground Mulch
- Purple - Spectator Bench
- Black - Concrete Border







CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: May 13, 2019

SUBMITTED BY: Mike Ekey

DEPARTMENT: Administration

<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 3454 - Award of Contract for solid waste and recycling containers

STRATEGIC PLAN GOAL/STRATEGY

4.1: Provide Exceptional Service

FINANCIAL IMPACT

Award To:	Wastequip
Amount of Request/Contract:	\$795,246.23
Amount Budgeted:	\$850,000 - if approved next agenda item
Funding Source/Account#:	Building & Equipment Replacement Fund

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

Contract
Container Renderings

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

To provide high-quality solid waste and recycling programs for our residents, staff has determined that the best course of action would be to purchase our own industry-standard carts and containers for all eligible residents through the City's Building & Equipment Replacement Fund.

The City of Raymore has been a member of the SourceWell cooperative purchasing group since 2010. The recommended vendor, Wastequip (aka Toter), is also a member and provides solid waste and recycling containers to municipalities across the county.

The contract would cover the fabrication, delivering and a 15-year warranty on all containers. Staff would build the cost of the contract into the regular, monthly trash rate to fully repay the Building and Equipment Replacement Fund proposed to fund this purchase in 6 years. A budget amendment to reflect this purchase from that fund follows if this item is approved.

BILL 3454

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH WASTEQUIP IN THE AMOUNT OF \$795,246.23 FOR THE FABRICATION AND DELIVERY OF SOLID WASTE AND RECYCLING CONTAINERS AND TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, the City is committed to providing quality solid waste and recycling programs to all eligible residents; and

WHEREAS, to accomplish this, the City Council has determined it best to purchase its own solid waste and recycling containers for all residents in this program; and

WHEREAS, Wastequip (doing business as Toter) provided the best opportunity to purchase solid waste and recycling containers as a member of the SourceWell governmental cooperative purchasing program.

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 a contract in the amount of \$795,246.23 with Wastequip for the fabrication and delivery of solid waste and recycling containers.

Section 2. The City Manager and City Clerk are authorized to execute the contract, attached as Exhibit A, on behalf of the City of Raymore.

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

Section 4. Emergency Reading. This Bill is declared and authorized as an emergency, and will be read in its entirety.

Section 5. 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 6. 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 13TH DAY OF MAY, 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



841 Meacham Rd, Statesville, NC, 28677

PHONE: 800-424-0422 FAX: 704-878-0734

WQ-10114876



Contract # 041217-WQI

Sell To:

Contact Name	Mike Ekey	Ship To Name	City of Raymore
Bill To Name	City of Raymore	Ship To	104 N Madison St
Bill To	104 N Madison St Raymore, MO 64083-9147 USA		Raymore, MO 64083-9147 USA
Email	mekey@raymore.com		
Phone	(816) 892-3109		

Quote Information

Salesperson	Caryn Lasley	Created Date	5/2/2019
Salesperson Email	clasley@wastequip.com	Expiration Date	5/31/2019
Salesperson Phone	(270) 709-0687	Quote Number	WQ-10114876
			Please Reference Quote Number on all Purchase Orders

Sourcewell Number 39,522
Sourcewell Member 10/15/2010
Since

Sourcewell Address 100 N Municipal Circle
Sourcewell Member City
Type

Model	Product Description	Selected Option	Description	Quantity	Sales Price	Total Price
79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart	---Body Color - (249) Sandstone ---Lid Color - (200) Black ---Body Hot Stamp on Both Sides (New) in White ---Wheels - 10in Snap-on ---Stopbar - Galvanized ---Customer Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled	Trash Carts	7,396.00	\$44.75	\$330,971.00



Contract # 041217-WQI

841 Meacham Rd, Statesville, NC, 28677

May 13, 2019
City Council Meeting
Page 232 of 257

PHONE: 800-424-0422 FAX: 704-878-0734

WQ-10114876

		with Lid (down), Stop Bar and Axle Factory Installed ---Warranty – 12 Yrs Cart Body, All other components 10 Yrs				
Op-WRNTY-Unprorated15	---Upgraded 15 Year Unprorated Body (all other components covered by our standard 10 Year Warranty)		15 year body warranty is an option only if we receive orders from both the City of Raymore and the City of Belton	7,396.00	\$1.50	\$11,094.00
79264	Model 79264 - Toter 64 Gallon EVR II Universal/Nestable Cart	---Body Color - (249) Sandstone ---Lid Color - (200) Black ---Body Hot Stamp on Both Sides (New) in White ---Wheels - 10in Snap-on ---Stopbar - Galvanized ---Customer Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty – 12 Yrs Cart Body, All other components 10 Yrs	Trash Carts	625.00	\$38.00	\$23,750.00
			15 year body			



Contract # 041217-WQI

841 Meacham Rd, Statesville, NC, 28677

May 13, 2019
City Council Meeting
Page 233 of 257

PHONE: 800-424-0422 FAX: 704-878-0734

WQ-10114876

Op-WRNTY-Unprorated15	---Upgraded 15 Year Unprorated Body (all other components covered by our standard 10 Year Warranty)		warranty is an option only if we receive orders from both the City of Raymore and the City of Belton	625.00	\$1.50	\$937.50
79264	Model 79264 - Toter 64 Gallon EVR II Universal/Nestable Cart	---Body Color - (249) Sandstone ---Lid Color - (705) Blue ---Body Hot Stamp on Both Sides (New) in White ---Lid Hot Stamp Insert - Read from Street (Existing) in White ---Wheels - 10in Snap-on ---Stopbar - Galvanized ---Customer Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs	Recycle Carts	8,015.00	\$38.25	\$306,573.75
Op-WRNTY-Unprorated15	---Upgraded 15 Year Unprorated Body (all other components covered by our standard 10 Year Warranty)		15 year body warranty is an option only if we receive orders from both the City of Raymore and the City of Belton	8,015.00	\$1.50	\$12,022.50



Contract # 041217-WQI

Op-Die-Body	---One Time Die Charge for New Body Hot Stamp		Waive one time new body stamp setup fee of \$300.00	1.00	\$0.00	\$0.00
Op-AD-Checklist	<ul style="list-style-type: none"> • Cart assembly and distribution based on a dense area in which every residence receives a recycle cart. • Carts will be distributed on a route-by-route basis based on customer provided address list (CSV or Excel file) and route maps. All information must be provided 2 weeks prior to distribution start date. • Any inaccuracies to the customer provided list and route map may result in price increases and will be quoted accordingly. • Includes checklist data capture to address listing. • A suitable work area for assembly (large, paved, secure and partially covered area) to be provided by customer. • Toter requests the customer's assistance in allowing the use of an onsite warehouse type fork lift to unload trailers. • Pricing is based on a minimum of 15,400 carts assembled, delivered and/or transferred within the delivery area. Pricing is subject to adjustment or negotiation based on unforeseen circumstances beyond Toter or its contractor's control. • Additional services available upon request and will be priced accordingly. 			16,036.00	\$3.85	\$61,738.60

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$747,087.35
Shipping Terms	FOB Origin	Shipping	\$48,158.88
		Tax	\$0.00
		Grand Total	\$795,246.23

Additional Information

Additional Terms Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <https://www.wastequip.com/terms-conditions-of-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

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WQ-10114876



Contract # 041217-WQI

Additional Information

Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing, accepted delivery within 45 days of Order acceptance by Toter. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip’s practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Special Contract Information

Sourcewell-Pricing & Product offerings are based on the Sourcewell Co-Operative Contract with Wastequip, LLC (#041217, eff. 7/7/17), and such Contract terms & conditions are incorporated herein by reference. Pricing & Product (& related) changes may occur at any time with proper documentation, & subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability & Remedies, & Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders



CUSTOMER:
PRODUCT #:
DESCRIPTION:
BODY COLOR:
LID COLOR:

CITY OF RAYMORE
79264
64 GALLON
249 SANDSTONE
705 BLUE

CART RENDERING



NOTE: Due to the nature of the hot stamping process, this image may vary slightly and will not be as distinct when stamped onto the plastic container. Placement of Hot Stamps and/or IML's, may also vary slightly in location when actually stamped on product. Colors are simulated and may or may not be these exact colors when manufactured.



CUSTOMER:
PRODUCT #:
DESCRIPTION:
BODY COLOR:
LID COLOR:

CITY OF RAYMORE
79264
64 GALLON
249 SANDSTONE
200 BLACK

CART RENDERING



NOTE: Due to the nature of the hot stamping process, this image may vary slightly and will not be as distinct when stamped onto the plastic container. Placement of Hot Stamps and/or IML's, may also vary slightly in location when actually stamped on product. Colors are simulated and may or may not be these exact colors when manufactured.



CUSTOMER:
PRODUCT #:
DESCRIPTION:
BODY COLOR:
LID COLOR:

CITY OF RAYMORE
79296
96 GALLON
249 SANDSTONE
200 BLACK

CART RENDERING



NOTE: Due to the nature of the hot stamping process, this image may vary slightly and will not be as distinct when stamped onto the plastic container. Placement of Hot Stamps and/or IML's, may also vary slightly in location when actually stamped on product. Colors are simulated and may or may not be these exact colors when manufactured.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: May 13, 2019

SUBMITTED BY: Jim Feuerborn

DEPARTMENT: Administration

<input checked="" type="checkbox"/> Ordinance	<input 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

Bill 3455: Budget Amendment - Solid Waste & Recycling Containers

STRATEGIC PLAN GOAL/STRATEGY

4.1: Provide Exceptional Service

FINANCIAL IMPACT

Award To:
Amount of Request/Contract:
Amount Budgeted: \$850,000
Funding Source/Account#: Building & Equipment Replacement Program Fund (05)

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

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The City Manager recommended the purchase of solid waste and recycling carts in order to provide high-quality solid waste and recycling programs for our residents. The recommendation is to purchase the containers using funds from the Building & Equipment Replacement Program Fund (05). In order to make this purchase, it is necessary to amend the FY19 Capital Budget to include the purchase of solid waste & recycling carts.

BILL 3455

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2019 CAPITAL BUDGET."

WHEREAS, the 2019 Capital Budget includes the Building Equipment Replacement Program Fund; and

WHEREAS, the City Council has approved the purchase of solid waste and recycling containers for all residents in this program; and

WHEREAS, a budget amendment to the Building Equipment Replacement Program Fund is necessary to provide the funding for the purchase of the solid waste and recycling containers.

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

Section 1. The City of Raymore Fiscal Year 2019 Capital Budget is amended as follows:

<u>Expenditures</u>	<u>Budgeted</u>	<u>Amended Budget</u>	<u>Change</u>
Building & Equipment Replacement Program (05)	\$141,400	\$991,400	\$850,000

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 13TH DAY OF MAY, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 10TH DAY OF JUNE, 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

Miscellaneous

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, APRIL 15, 2019, 7:00 P.M., AT RAYMORE CITY HALL. PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE III, CIRCO, HOLMAN, JACOBSON, AND 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. Memorandums of Understanding - Annexation

The City's annexation consultant, Mr. Corey Henry, outlined the draft memorandums of understanding (MOUs) with Lee's Summit and Lake Winnebago concerning Raymore's intent to annex area. Mr. Feuerborn stated staff will be setting up meetings with the outside entities to discuss the MOUs.

B. Code Review Update and Timeline

City Manager Jim Feuerborn updated the Council on staff's comprehensive review of City Code and recommended a timeline and presentation style to the Council in the upcoming months.

C. Winter Weather Related Budget Amendments

City Manager Jim Feuerborn outlined three options for Council consideration concerning necessary budget amendments due to excessive operational costs associated with this past winter's storms. Council chose the option of decreases to non-citizen services, non-professional development services, and non-personnel expenses in each department.

D. Other

City Manager Jim Feuerborn stated city staff and Fire Department staff will begin inspecting commercial properties as authorized in city code.

The work session of the Raymore City Council adjourned at 7:50 p.m.

THE **PLANNING AND ZONING COMMISSION** OF THE CITY OF RAYMORE, MISSOURI, MET IN REGULAR SESSION **TUESDAY, APRIL 2, 2019**, IN THE COUNCIL CHAMBERS OF CITY HALL, 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI WITH THE FOLLOWING COMMISSION MEMBERS PRESENT: CHAIRMAN WILLIAM FAULKNER, KELLY FIZER, JIM PETERMANN, MELODIE ARMSTRONG, ERIC BOWIE (arrived at 7:03 p.m.) MATTHEW WIGGINS, CHARLES CRAIN, MARIO URQUILLA (arrived at 7:30 p.m.) AND MAYOR KRIS TURNBOW. ALSO PRESENT WAS ASSOCIATE PLANNER DAVID GRESS AND CITY ATTORNEY REPRESENTATIVE ZACH ENTERLINE.

1. **Call to Order** – Chairman Faulkner called the meeting to order at 7:00 p.m.
2. **Pledge of Allegiance**
3. **Roll Call** – Roll was taken and Chairman Faulkner declared a quorum present to conduct business.
4. **Personal Appearances** – None
5. **Consent Agenda**

a. Approval of the minutes of March 19, 2019 meeting

Motion by Commissioner Wiggins, Seconded by Commissioner Crain, to approve the consent agenda as presented.

Vote on Motion:

Chairman Faulkner	Aye
Commissioner Wiggins	Aye
Commissioner Armstrong	Aye
Commissioner Bowie	Absent
Commissioner Crain	Aye
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Absent
Mayor Turnbow	Abstain

Motion passed 6-0-1.

Commissioner Bowie arrived at 7:03 p.m.

6. **Unfinished Business - None**
7. **New Business -**

A. Case #19004 - Annual Review of the Growth Management Plan

Associate Planner David Gress presented the annual report on the Growth Management Plan. Mr. Gress advised the Commission regarding current efforts related to annexation. City Council recently adopted a new Intent to Annex Area map. The map now excludes land area that is east of 291 Highway and land that is south of Hubach Hill Road. Mr. Gress indicated staff would request the new maps be incorporated into the Growth Management Plan (GMP).

Mr. Gress stated the City Manager desires to consolidate and update all of the current City master plans into one document, a Comprehensive Plan for the City. Funding has been allocated for this effort with an expected commencement date on the work to occur in 2019.

Mr. Gress stated the Commission would retain authority over the comprehensive plan and the GMP would be one chapter of the overall plan.

Chairman Faulkner opened the public hearing at 7:08 p.m.

No public comments.

Chairman Faulkner closed the public hearing at 7:08 p.m.

Chairman Faulkner asked about the new comprehensive plan, including the GMP. He indicated the Commission has authority on approving the Growth Management Plan, but was not clear on whether the Commission has authority on adoption of a comprehensive plan.

Mr. Gress commented that it is common for communities to have a comprehensive plan, with land use being a component of the plan.

City Attorney representative Zach Enterline believed the Commission would have that authority but wanted to confer with Mr. Zerr.

Commissioner Bowie asked for clarification on the maps regarding the boundary changes.

Mr. Gress commented that the future land use designation remains on the map for the land areas south of Hubach Hill Road, but the Intent to Annex boundary is now Hubach Hill Road.

Commissioner Wiggins commented that he noticed land south of 155th street that is excluded out.

Mr. Gress commented that the land area being referenced has been annexed into Lee's Summit and is now being excluded on the Future Land Use Map.

Commissioner Wiggins indicated he thought it may be beneficial to remove the designated future land use for property not within the Intent to Annex Area.

Mr. Gress commented that the map continues to illustrate the designated future land use for land south of Hubach Hill Road in case one of the property owners wanted to voluntarily annex into the City and the land use is already designated by the City.

Commissioner Wiggins thought demarcating this land use area on the map would help to clarify for the reader.

Commissioner Armstrong commented that there is another area along 155th near Kurzweil Road that has been removed from the map.

Mr. Gress indicated that property has also been annexed by Lee's Summit.

Motion by Commissioner Wiggins, Seconded by Mayor Turnbow, to adopt the 2019 Annual Review and Report, incorporating the changes to the land use maps as recommended by staff.

Vote on Motion:

Chairman Faulkner	Aye
Commissioner Wiggins	Aye
Commissioner Armstrong	Aye
Commissioner Bowie	Aye
Commissioner Crain	Aye
Commissioner Fizer	Aye

Commissioner Petermann	Aye
Commissioner Urquilla	Absent
Mayor Turnbow	Aye

Motion passed 8-0-0.

B. Discussion on authorizing the 30th Amendment to the Unified Development Code to be filed

This item was requested to be added to the agenda by staff.

Mr. Gress commented that staff was previously directed by the Commission to bring its research regarding the keeping of chickens in backyards back to the Commission along with results from the 2019 Citizen Survey question on the keeping of chickens. Mr. Gress stated to prevent a duplication of meetings he recommended the Commission file the 30th amendment and target May 21 as the public hearing date, avoiding the interim step of having a discussion on the topic at one meeting and then the public hearing at a different meeting.

Commissioner Armstrong commented about questions that had been asked, such as on predators, and whether staff had completed that research.

Mr. Gress stated yes, work has been done to answer the questions previously raised.

Motion by Commissioner Wiggins, Seconded by Commissioner Armstrong, to direct staff to prepare the 30th amendment to the Unified Development Code regarding the keeping of backyard chickens.

Vote on Motion:

Chairman Faulkner	Aye
Commissioner Wiggins	Aye
Commissioner Armstrong	Aye
Commissioner Bowie	Aye
Commissioner Crain	Aye
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Absent
Mayor Turnbow	Nay

Motion passed 7-1-0.

Mayor Turnbow commented that staff is extremely busy and feels that the previous work by staff and the Commission on allowing chickens on R-1 lots of at least 3 acres in size is as much as the City was comfortable in allowing on the issue. He indicated that he has spoken with residents who have concerns on allowing the chickens on small city lots.

8. City Council Report

Mr. Gress provided the report for the March 11 and March 25 City Council meetings

9. Staff Report

Mr. Gress provided an overview of the upcoming cases to be considered by the Commission. The April 16 meeting will be cancelled as staff will be attending the national planning conference.

Commissioner Urquilla arrived at 7:30 p.m.

Mr. Gress provided an update on the status of the Hawk Ridge Park project.

10. Public Comment

No public comments.

11. Commission Member Comment

Commissioners thanked staff for its work.

12. Adjournment

Motion by Commissioner Bowie, Seconded by Commissioner Petermann, to adjourn the April 2, 2019 Planning and Zoning Commission meeting.

Vote on Motion:

Chairman Faulkner	Aye
Commissioner Wiggins	Aye
Commissioner Armstrong	Aye
Commissioner Bowie	Aye
Commissioner Crain	Aye
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Mayor Turnbow	Aye

Motion passed 9-0-0.

The April 2, 2019 meeting adjourned at 7:37 p.m.

Respectfully submitted,

Jim Cadoret

THE RAYMORE PARKS AND RECREATION BOARD MET IN REGULAR SESSION TUESDAY, MARCH 26, 2019, IN THE CITY HALL COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI.

MEMBERS PRESENT: Chairman Trautman; Members Cipolla, Harris, Heath, and Supple. Members Bartow, Eastwood, Houdyshell, Seimears are absent.

STAFF PRESENT: Director Musteen, Superintendent McLain, Superintendent Rulo, Office Assistant Naab and City Attorney Jonathan Zerr.

1. Call to Order: Chairman Trautman called the meeting to order at 7:00pm.

2. Roll Call

3. Pledge of Allegiance

4. Personal Appearances

5. Consent Agenda

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

A. Park Board Minutes

January 22, 2019

Motion: Member Harris moved to accept the Park Board minutes of January 22, 2019. Member Cipolla seconded.

Discussion:

Vote:	5 Aye	Member Bartow	Absent
	0 Nay	Member Cipolla	Aye
	4 Absent	Member Eastwood	Absent
		Member Harris	Aye
		Member Heath	Aye
		Member Houdyshell	Absent
		Member Seimears	Absent
		Member Supple	Aye
		Member Trautman	Aye

6. Staff Reports

Recreation Superintendent McLain highlighted his written report. Staff has been working on getting the wifi connections hooked up at all concession stands. We will have inventory control thru retrac. Superintendent Rulo's staff have assisted by putting in shelving to accommodate the new hardware. Both coordinators have been soliciting businesses as sponsors for special events and sports teams. Soccer has started, the volleyball coach's meeting is happening tonight and baseball registration is still open. Coordinator Vankeulen is conducting summer camp interviews. We heard from parents who enjoyed Spring Break camp and having it at the RAC. They are looking forward

APPROVED: April 23, 2019 (4-0, 3 Abstain)

to Summer Camp. Coordinator Vankeulen held a Farmer's Market meeting for vendors. Friday Food Fest at Recreation Park last Friday was the largest crowd ever with several trucks selling out. The Spring craft show went well. All the booths were sold to vendors and we had numerous other vendors on a wait list.

Member Cipolla asked about the date and time of the market, "Why is the Market on Tuesdays at 4pm?" Superintendent McLain replies "It is a day that we always have had and our vendors go to other markets during the week." Member Cipolla asked "Can the Market be done on a Saturday?" Superintendent McLain replied, "We did look at that, but our vendors are unable to do that day." Member Cipolla replied "Perhaps a Saturday morning could be done as well." Superintendent McLain replied, "We will look into that as an option."

Parks Superintendent Rulo highlighted his written report. The Park House has been demolished. Demolition started on Monday and they are finishing with clean up. Shade structures are going up today and tomorrow. By Monday all restrooms will be open.

Member Harris asked "Does this include the bathrooms at Hawk Ridge?" Superintendent Rulo replied, "No, they are not completely hooked up yet."

Member Heath asked "How are the shades holding up?" Superintendent Rulo replied "This is the third year for the shades and we have a couple of tiny holes, but other than that they are holding up well."

Member Supple asked "Do you have a completion date for Hawk Ridge Park and is there a grand opening scheduled?" Director Musteen replied, "late Spring, early Summer is the expected completion and a Grand Opening will possibly be scheduled for May."

Parks & Recreation Director Musteen highlighted his written report. If you go up to Hawk Ridge you can see the boardwalk and the amphitheatre. The shelter house is being concreted and the restrooms are looking good. At TB Hanna, we placed the order for the pump house . There are 3 RFP's out; The ice rink RFP has 2 options, synthetic or real ice and the RFP for the site work for the park-grading etc is also open for bidding. Renovation for the old post office (station house) has not been open for bidding yet. The Farmer's Market map has been changed to accommodate the construction. At the RAC, new bollards have been ordered. The Recreation Park Bridge replacement is coming up. The Recreation Park pond project is proceeding as well as the project for the ball field lights. Centerview will host the upcoming municipal elections.

7. Old Business - None

8. New Business

A. Screen Print

Presentation Item

Staff manages the Screen Printing and Embroidery Services Contract for the City. Staff presented the results of the January bid to the Park Board and will be recommending approval of contract to City Council.

Member Heath asked "Does the selected business do their work in Missouri?" Superintendent McLain replied, "Yes, all their work is in house with printing done at a shop in Blue Springs and heat press in Lee's Summit."

Member Supple asked "Have they done large contracts before?" Superintendent McLain replied, "Yes, they currently have our contract and have done work with Blue Springs."

B. PepsiAmericas

Presentation Item

Staff manages the beverages and vending contract for the City. Staff presented the results of the January bid to the Park Board and will be recommending approval of contract to City Council.

C. Budget Amendment

Action Item

Staff requested to amend the Capital Fund with a transfer of funding from the Parks Master Plan project to the T.B. Hanna Improvements Project in the amount of \$50,000.

Motion: Member Harris moved to amend the Capital Fund with a transfer of \$50,000.00 From fund 47.
Member Cipolla seconded.

Discussion:

Vote:	5 Aye	Member Bartow	Absent
	0 Nay	Member Cipolla	Aye
	4 Absent	Member Eastwood	Absent
		Member Harris	Aye
		Member Heath	Aye
		Member Houdyshell	Absent
		Member Seimears	Absent
		Member Supple	Aye
		Member Trautman	Aye

D. Capital Improvement Plan

Action Item

Staff is requesting approval of the proposed 5 year Capital Improvement Plan.

Member Supple talked about the state of rec park playground. "Can that timeline be moved up?" Superintendent Rulo replied "It will be one of the first projects done this winter. We will be upgrading all the equipment as well. We will be working on some of the playground pieces ourselves this spring."

Member Supple asked "Will the fence be included in the project?" Superintendent Rulo replies, "Staff usually fixes that and will do so now that the good weather is here."

Motion: Member Harris moved to approve the proposed 5 year Capital Improvement Plan.
Member Cipolla seconded.

Discussion:

Vote:	5 Aye	Member Bartow	Absent
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APPROVED: April 23, 2019 (4-0, 3 Abstain)

0 Nay	Member Cipolla	Aye
4 Absent	Member Eastwood	Absent
	Member Harris	Aye
	Member Heath	Aye
	Member Houdyshell	Absent
	Member Seimears	Absent
	Member Supple	Aye
	Member Trautman	Aye

9. Public Comment

10. Board Member Comment

Member Cipolla asked if there will be an Easter bunny this year? Rumor says he will be Out at the Park around 10 am.

Member Heath offered thanks to staff during this busy time of the year.

Member Supple said his kid loved spring break camp, the counselors were great. Food truck Event was great. He said that Foxwood springs was abuzz with Nathans visit last week regarding the park house, the parks, etc.

Member Harris offered thanks for all your work to the staff.

Trautman offered his thanks to staff, and City Council for their work with the Park Board.

11. Adjournment

Motion: Member Harris moved to adjourn the regular meeting.
Member Supple seconded.

Discussion: None

Vote:	5 Aye	Member Bartow	Absent
	0 Nay	Member Cipolla	Aye
	4 Absent	Member Eastwood	Absent
		Member Harris	Aye
		Member Heath	Aye
		Member Houdyshell	Absent
		Member Seimears	Absent
		Member Supple	Aye
		Member Trautman	Aye

The regular meeting of the Raymore Park Board adjourned at 7:42 pm.

Respectfully submitted,
Greta Naab
Office Assistant

APPROVED: April 23, 2019 (4-0, 3 Abstain)

PROCLAMATION

WHEREAS, each year, America dedicates a week to honor law enforcement officers who perform dangerous and often thankless duties protecting their communities. During this time, we are especially mindful to pay tribute to those officers who have given their lives and made the ultimate sacrifice in the performance of those duties; and

WHEREAS, in 1962, President John F. Kennedy signed a law designating May 15th as Peace Officers' Memorial Day and the week in which that day falls as National Police Week; and

WHEREAS, that law was amended in 1994, directing that the American flag be flown at half staff on all government buildings on May 15th. By doing these things, we honor the sacrifices made by police men and women every day throughout our country; and

WHEREAS, Officers of the Raymore Police Department have sworn an oath to uphold the law and provide dedicated service and protection for our community; and

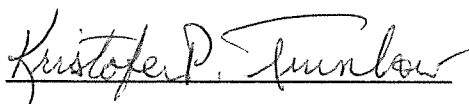
WHEREAS, it is important and proper that the citizens of Raymore recognize the contribution and efforts of our Police Officers not just during this special week, but all throughout the year.

NOW THEREFORE, I, Kristofer P. Turnbow, Mayor of the City of Raymore, Missouri do hereby proclaim the week of May 12 through 18, 2019 as

NATIONAL POLICE WEEK

in the City of Raymore to honor the men and women whose diligence and professionalism keep our City and citizens safe.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Raymore to be affixed this 13th day of May, 2019.


Kristofer P. Turnbow, Mayor



PROCLAMATION

WHEREAS, public works infrastructure, facilities, and services are of vital importance to sustainable communities and to the health, safety, and well-being of the people of Raymore; and

WHEREAS, such facilities and services could not be provided without the dedicated efforts of public works professionals, engineers, managers, and employees from the State and local units of government and the private sector, who are responsible for and must plan, design, build, operate, and maintain the transportation, water supply, sewages, and refuse disposal systems, public buildings, and other structures and facilities essential to serve our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in the United States of America to gain knowledge of and to maintain an interest and understand the importance of public work and public works programs in their respective communities; and

WHEREAS, the year 2019 marks the 59th annual National Public Works Week sponsored by the American Public Works Association.

NOW THEREFORE, I, Kristofer P. Turnbow, Mayor of the City of Raymore, Missouri, do hereby proclaim the week of May 13th through 17th, 2019, as

NATIONAL PUBLIC WORKS WEEK

in the City of Raymore, Missouri, and urge all citizens to recognize the importance of our Public Works Department and the substantial contributions they make to our health, safety, and welfare.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Raymore to be affixed this 13th day of May, 2019.



Kristofer P. Turnbow, Mayor

