

## **AGENDA**

Raymore City Council Regular Meeting  
City Hall – 100 Municipal Circle  
Monday, August 12, 2019

7:00 p.m.

- 1. Call to Order.**
- 2. Roll Call.**
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**
- 5. Personal Appearances.**
  - Ron Winslow, commercial code violations

**6. Staff Reports.**

- A. Status of Capital Improvements (pg 7)
- B. Development Services (pg 15)
- C. Monthly Court Report (pg 21)
- 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, July 22, 2019 (pg 25)
- B. Re-appointment of Laura Richardson to the Arts Commission

Reference: - Resolution 19-44 (pg 35)

Mayor Turnbow has re-appointed Laura Richardson, a Ward 2 representative, to the Arts Commission. The appointment is now before the City Council for approval.

C. Re-appointment of James Gribble to the Arts Commission

Reference: - Resolution 19-45 (pg 37)

Mayor Turnbow has re-appointed James Gribble, a Ward 4 representative, to the Arts Commission. The appointment is now before the City Council for approval.

**9. Unfinished Business. Second Reading.**

A. Award of Contract - Dean Avenue Meter Vault Project

Reference: - Agenda Item Information Sheet (pg 41)  
- Bill 3475 (pg 43)  
- Contract (pg 45)

Staff recommends approval of Bill 3475 awarding contract to Breit Construction LLC for the Dean Avenue Meter Vault Project.

- |  |
|--|
| <ul style="list-style-type: none"><li>• City Council, 07/22/19: Approved 8-0</li></ul> |
|--|

B. FY 2019 Budget Amendment - Dean Avenue Meter Vault

Reference: - Agenda Item Information Sheet (pg 81)  
- Bill 3477 (pg 83)

This budget amendment will provide funds to complete the work as specified and provide a contingency amount for unforeseen conditions that may arise.

- |  |
|--|
| <ul style="list-style-type: none"><li>• City Council, 07/22/19: Approved 8-0</li></ul> |
|--|

**10. New Business. First Reading.**

A. Setting the 2019 Tax Levy (public hearing)

Reference: - Agenda Item Information Sheet (pg 87)  
- Bill 3482 (pg 89)  
- 2019 Notice of Aggregate Assessed Valuation (pg 91)  
- 2019 State Auditor Calculation (pg 92)

State law requires each political subdivision in the state, except counties, to fix their ad valorem property tax rates not later than Sept. 1 for entry in the tax books. Should any political subdivision whose taxes are collected by the county collector of revenue fail to fix its ad valorem property tax rate by Sept. 1, then no tax rate other than the rate, if any, necessary to pay the interest and principal on any outstanding bonds shall be certified for that year.

The staff memo explains how the proposed levies for the coming year were derived. The proposed 2019 levy, based upon the principle of revenue neutrality mandated by the Hancock Amendment, is \$1.2497 per \$100 of assessed valuation. This is based on final assessment information received from Cass County.

<b><u>2018</u></b>		<b><u>2019</u></b>
\$0.4480	General Fund Operating	\$0.4197
\$0.1206	Park Fund Operating	\$0.1130
<u>\$0.7170</u>	Debt Service Fund	<u>\$0.7170</u>
\$1.2856	Tax Levy	\$1.2497

B. Foxwood Drive Right-Turn Lane Reimbursement Agreement

Reference: - Agenda Item Information Sheet (pg 103)  
- Bill 3479 (pg 105)  
- Reimbursement Agreement (pg 107)

The FY20 Capital Improvement Program calls for the construction of a right-turn lane for eastbound traffic on Foxwood Drive at its intersection with Fox Ridge Drive. HyVee Inc., as part of the construction of a new Fast and Fresh Market Store at the intersection, will construct the turn lane as part of its work to install two new public road segments to provide access to the store and associated construction of right-turn lanes to the site off Fox Ridge Drive. HyVee will be reimbursed for the cost of construction of the Foxwood Drive turn lane.

C. Financial Disclosure Ordinance

Reference: - Agenda Item Information Sheet (pg 115)  
- Bill 3478 (pg 117)

Missouri law requires political subdivisions with operating budgets over one million dollars to adopt an Ordinance at an open meeting making public its method of disclosing potential conflicts of interest. The only officials required to file a financial disclosure statement the following year are the chief purchasing officer, the chief administrative officer, and those employees and elected officials who have had a transaction of more than \$500 with the political subdivision.

D. Award of Contract - Bulk Road Salt

Reference: - Agenda Item Information Sheet (pg 121)  
- Bill 3480 (pg 123)  
- Contract (pg 125)

Staff recommends approval of Bill 3480 awarding contract to Central Salt, LLC for the Bulk Road Salt.

E. Award of Contract - Owen Good Force Main Project

Reference: - Agenda Item Information Sheet (pg 145)  
- Bill 3481 (pg 147)  
- Contract (pg 149)

Staff recommends approval of Bill 3481 awarding contract to Redford Construction for the Owen Good Force Main Repair Project.

**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, 08/05/19 (pg 193)
- 

**EXECUTIVE SESSION (CLOSED MEETING)**

**The Raymore City Council is scheduled to enter into executive session to discuss personnel matters as authorized by RSMo 610.021 (3).**

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**

<b>Category</b>	<b>Project</b>	<b>Fiscal Year</b>	<b>Budget Amount</b>	<b>Milestone/Next Steps</b>
Stormwater	Cul-de-sac Program	2017	\$100,000	
Parks & Recreation	T.B. Hanna Park Security Camera	2019	\$15,525	
Transportation	Right of Way Infrastructure Repairs	2019	\$150,000	

### 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	
Sanitary	Sanitary Sewer Inflow and Infiltration Reduction	2019	\$126,075	
Sanitary	Owen Good Force Main Repairs	2019	\$700,000	
Transportation	Annual Street Preservation Program	2019	\$800,000	
Transportation	Maintenance of Thoroughfare Routes	2019	\$200,000	
Transportation	Shadowood Settlement Investigation	2019	\$30,000	
Sanitary	Harold Estates Sanitary Sewer Extension	2019	\$500,000	
Buildings & Grounds	City Hall Exterior Painting	2019	\$47,000	



### 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	
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	
Parks & Recreation	Trail Lighting	2017	\$100,000	
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	
Water	Sensus Meter Reading System	2018	\$150,000	
Parks & Recreation	Memorial Park Playground Improvements	2019	\$48,000	
Parks & Recreation	Hawk Ridge Park Security Cameras	2019	\$31,000	
Parks & Recreation	Recreation Park Pond	2019	\$150,000	
Stormwater	Annual Curb Replacement Program	2019	\$200,000	
Transportation	Annual Curb Replacement Program	2019	\$400,000	
Water	Hydrant Replacement	2019	\$112,000	
Stormwater	Culvert Replacement	2019	\$35,000	

**Status of Capital Improvements - Projects finished with major construction**

<b>Category</b>	<b>Project</b>	<b>Fiscal Year</b>	<b>Budget Amount</b>	<b>Milestone/Next Steps</b>
Transportation	Construction of Sunset Lane Gap	2016	\$350,000	
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	
Buildings & Grounds	Public Works LED Lighting Upgrades	2018	\$10,500	
Stormwater	North Washington Street Culvert Replacement	2018	\$33,000	
Stormwater	Stormwater Culvert Replacement	2018	\$28,000	
Sanitary	Sanitary Sewer Inflow and Infiltration Reduction	2018	\$123,000	
Stormwater	Permeable Pavers Crosswalks	2018	\$176,685	
Parks & Recreation	Recreation Park Pedestrian Bridge Replacements	2018	\$55,000	
Sanitary	Evan Brook Sewer Repair	2019	\$18,000	
Buildings & Grounds	Municipal Circle Light Replacement	2019	\$50,000	

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

Category	Project	Fiscal Year	Budget Amount	Total Expenditure	Remaining Funds	Additional Notes
Buildings & Grounds	City Hall Lower Level Fire Suppression Modification	2016	\$45,000		N/A	N/A Recommend reprogramming as staff further investigates additional record storage alternatives
Buildings & Grounds	Police Firing Range	2016	\$46,842		N/A	N/A Jan. 28, 2019 Moved to the Restricted Revenue Fund for future lease expenses
Parks & Recreation	Ward Park Shelter Facility	2017	\$6,500	\$2,647	\$3,853	Completed in-house, final acceptance not required; proj 289
Parks & Recreation	Raymore Arboretum	2017	\$10,000	\$7,875	\$2,125	Completed in-house, final acceptance not required; proj 300
Buildings & Grounds	City Hall Phone System	2017	\$45,000	\$46,147	-\$1,147	Accepted Oct, 8, 2018
Stormwater	FY17 Stormwater Improvements	2017	\$74,000	\$77,691	-\$3,691	Resolution 18-32 June 11, 2018; proj 278
Sanitary	Silvertop Sewer Replacement	2017	\$69,247	\$60,062	\$9,185	Bill 3299 9/26/17 increased budget by \$9,247. Resolution 18-50 Sept 24, 2018; proj 274
Buildings & Grounds	Security Cameras at Parks & Public Works	2017	\$35,000	\$32,059	\$2,941	proj 280
Buildings & Grounds	Internet and Public Wifi in the Parks	2017	\$33,500	\$15,312	\$18,188	proj 297
Transportation	Annual Curb Replacement Program	2018	\$400,000	\$398,954	\$1,046	proj 294
Stormwater	Annual Curb Replacement Program	2018	\$100,000	\$100,000	\$0	proj 294
Parks & Recreation	Recreation Park Pedestrian Safety E	2018	\$100,000	\$100,412	-\$412	Resolution 18-65, Oct. 22, 2018; proj 291
Transportation	Annual Sidewalk Program	2018	\$117,000	\$92,786	\$24,214	Resolution 19-06, Jan. 28, 2019; proj 310
Sanitary	Owen Good Overflow Valve Replace	2018	\$30,000	\$29,899	\$101	Resolution 19-09 Feb 11, 2019; proj 312; C/O 1 of \$2,916 paid from Fund 50 so project didn't go over. Actual project cost \$32,814.60
Sanitary	Lift Station Emergency Generators	2018	\$94,500	\$64,793	\$29,707	Purchased through the MARC Regional Purchasing Cooperative
Stormwater	Annual Curb Replacement Program	2018	\$100,000	\$100,000	\$0	Resolution 18-70, Nov 26,2018; proj 294
Transportation	Annual Curb Replacement Program	2018	\$400,000	\$398,954	\$1,046	Resolution 18-70, Nov 26,2019; proj 294
Transportation	Annual Street Preservation Program	2018	\$800,000	\$799,185	\$815	Resolution 19-22, May 13, 2019; proj 296
Transportation	Maintenance of Thoroughfare Routes	2018	\$125,000	\$125,000	\$0	Resolution 19-22, May 13, 2020; proj 296

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

Category	Project	Fiscal Year	Budget Amount	Total Expenditure	Remaining Funds	Additional Notes
Water	Star Drive Water Main	2019	\$53,000	\$29,859	\$23,141	Completed as an emergency repair, site resoration 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			proj 309
Transportation	Johnston Drive Street Light	2018	\$8,000			
Transportation	Street Light Installation	2018	\$15,000			163rd & Creekmoor Clubhouse
Buildings & Grounds	Parks Maintenance Facility Door Access System	2019	\$8,400			
Parks & Recreation	Projector and Screen Raymore Activity Center	2019	\$13,200			
Parks & Recreation	Recreation Park Ballfield Lights	2019	\$90,000			

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	<b>\$3,346,449</b>			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	<b>\$901,500</b>				
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 JULY 2019

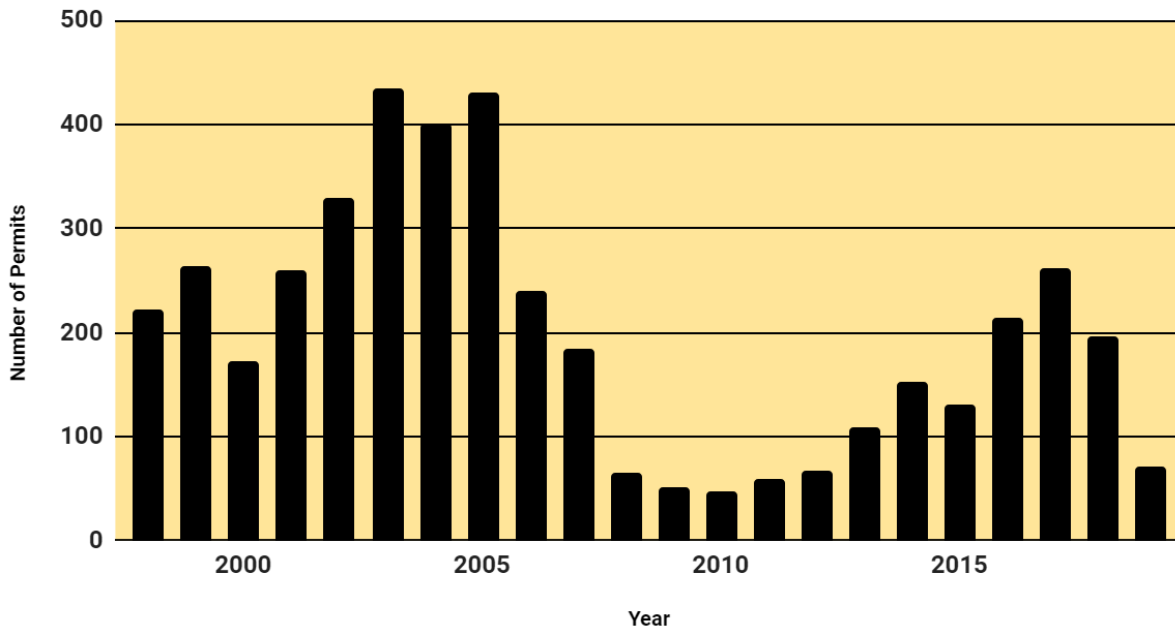
### Building Permit Activity

Type of Permit	July 2019	2019 YTD	2018 YTD	2018 Total
Detached Single-Family Residential	10	71	103	153
Attached Single-Family Residential	0	0	38	44
Multi-Family Residential	0	0	0	0
Miscellaneous Residential (deck; roof)	80	425	367	604
Commercial - New, Additions, Alterations	1	12	7	17
Sign Permits	3	30	23	63
Inspections	July 2019	2019 YTD	2018 YTD	2018 Total
Total # of Inspections	381	2,205	3,441	5,947
Valuation	July 2019	2019 YTD	2018 YTD	2018 Total
Total Residential Permit Valuation	\$2,595,800	\$17,310,000	\$29,152,900	\$41,964,900
Total Commercial Permit Valuation	\$1,000	\$1,775,300	\$3,014,400	\$5,222,550

***Additional Building Activity:***

- Construction continues on the new self-storage facility at 308 E. Walnut Street.
- Construction work has been completed on the shelter, boardwalk and amphitheater at Hawk Ridge Park.
- Construction continues on the expansion to Benton House of Raymore

### Single Family Building Permits



## Code Enforcement Activity

Code Activity	July 2019	2019 YTD	2018 YTD	2018 Total
Code Enforcement Cases Opened	86	331	284	461
<i>Notices Mailed</i>				
-Tall Grass/Weeds	17	79	89	147
- Inoperable Vehicles	10	42	32	54
- Junk/Trash/Debris in Yard	17	75	61	96
- Object placed in right-of-way	6	8	9	26
- Parking of vehicles in front yard	1	7	23	36
- Exterior home maintenance	7	16	25	35
- Other (trash at curb early; signs; etc)	0	2	26	38
Properties mowed by City Contractor	8	30	35	56
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	2	8	0	0
Signs in right-of-way removed	27	153	284	473
Violations abated by Code Officer	18	60	43	60



## Development Activity

### Current Projects

- Conway Place Rezoning and Preliminary Development Plan (currently on hold)
- Foxridge Business Park Final Plat (southwest corner of 58 Hwy & Fox Ridge Drive)
- Edgewater at Creekmoor 7th Final Plat
- The Venue of The Good Ranch (204 attached single-family units on Dean at North Cass Parkway)

	As of July 31, 2019	As of July 31, 2018	As of July 31, 2017
Homes currently under construction	133	220	247
Total number of Undeveloped Lots Available (site ready for issuance of a permit for a new home)	357	405	508
Total number of dwelling units in City	8,610	8,401	8,084

## Actions of Boards, Commission, and City Council

### City Council

#### **July 8, 2019**

- Appointment of Calvin Acklin to the Ward 4 Planning and Zoning Commission seat.
- Approved on 1st reading the 31st amendment to the Unified Development Code regarding medical marijuana facilities.
- Approved on 1st reading Chapter 660: Medical Marijuana regulations.
- Approved on 1st reading a conditional use permit for HyVee to locate fuel pumps in front of the proposed Fast and Fresh store.

#### **July 22, 2019**

- Approved on 2nd reading the 31st amendment to the Unified Development Code regarding medical marijuana facilities.
- Approved on 2nd reading Chapter 660: Medical Marijuana regulations.
- Approved on 2nd reading a conditional use permit for HyVee to locate fuel pumps in front of the proposed Fast and Fresh store.

### Planning and Zoning Commission

#### **July 2, 2019**

- Recommended approval of a conditional use permit for HyVee to locate fuel pumps in front of the proposed Fast and Fresh store.
- Recommended approval of the 31st amendment to the Unified Development Code regarding medical marijuana facilities.

## **Board of Adjustment**

### **July 2, 2019**

- Approved a variance for a 2nd driveway, and for the driveway to have a gravel surface, for property located at 605 Falcon Street

### **July 16, 2019**

- Approved a variance for a reduction in the rear yard setback requirement for a home to be constructed at 1400 Young Circle in Creekmoor.

## **Upcoming Meetings – August & September**

### **August 6, 2019 Planning and Zoning Commission**

- No items currently scheduled

### **August 12, 2019 City Council**

- 1st reading for a reimbursement agreement for the Foxwood Drive Turn-Lane project (right-turn lane for eastbound traffic on Foxwood Drive at its intersection with Fox Ridge Drive).

### **August 20, 2019 Planning and Zoning Commission**

- Vacation of two remnant pieces of street right-of-way off Hampton Drive in the Remington subdivision (public hearing).
- Request for rezoning of 25 acres located on the east side of Dean Avenue, north of North Cass Parkway, from "A" Agricultural District to "PUD" Planned Unit Development District to allow for The Venue of the Good Ranch development (public hearing).

### **August 26, 2019 City Council**

- 1st reading for vacation of two remnant pieces of street right-of-way off Hampton Drive in the Remington Subdivision (public hearing).
- 1st reading for rezoning of 25 acres located on the east side of Dean Avenue, north of North Cass Parkway, from "A" Agricultural District to "PUD" Planned Unit Development District to allow for The Venue of the Good Ranch development (public hearing).
- Resolution for preliminary plan approval for The Venue of The Good Ranch (public hearing).

### **September 3, 2019 Planning and Zoning Commission**

- FY 2020-2024 Capital Improvement Program (public hearing).

### **September 9, 2019 City Council**

- 2nd reading for vacation of two remnant pieces of street right-of-way off Hampton Drive in the Remington Subdivision (public hearing).

- 2nd reading for rezoning of 25 acres located on the east side of Dean Avenue, north of North Cass Parkway, from "A" Agricultural District to "PUD" Planned Unit Development District to allow for The Venue of the Good Ranch development (public hearing).
- Sidewalk on undeveloped lots public hearings.

### **September 17, 2019 Planning and Zoning Commission**

- No applications currently filed.

### **September 23, 2019 City Council**

- Resolution on confirmation of undeveloped lots the City will install sidewalk upon.

## **Department Activities**

- GIS Coordinator Heather Eisenbarth attended the annual conference of GIS professionals sponsored by ESRI, the City's GIS software vendor.
- Director Jim Cadoret presented information about the Communities for All Ages initiative to the City of Parkville Planning and Zoning Commission.
- Director Jim Cadoret and Associate Planner David Gress met with new Planning and Zoning Commission member Calvin Acklin.
- Associate Planner David Gress participated in the Mid-America Regional Council Solid Waste Management District Board meeting.
- Director Jim Cadoret and Associate Planner David Gress participated in the quarterly meeting of participating cities in the Communities for All Ages program.

## **GIS Activities**

- Maps supporting department operations as requested
- Requests for data delivery & analytics from consultants
- Requests for information from Public
- Transformation of CAD to GIS for application review & client analytics
- LiDAR products to support surface creation in client software
- Development of database & user mapping for new client
- Development of Data/Web Application for permitting (proximity analysis)
- Coordination for external updates & sharing (Cass County, School District, MARC, etc)
- Troubleshooting versioned database to support replication with ArcGIS using CUES client
- Illustrative maps for outreach, recreation, event planning, transportation, etc



## Municipal Division Summary Reporting

### 17th Judicial Circuit - Cass County - Raymore Municipal Division

#### I. COURT INFORMATION

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

II. MONTHLY CASELOAD INFORMATION	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
<b>A. Cases (citations / informations) pending at start of month</b>	52	1,351	660
<b>B. Cases (citations / informations) filed</b>	5	167	40
<b>C. Cases (citations / informations) disposed</b>			
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	4	1
4. plea of GUILTY in court	6	175	26
5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	23	4
6. dismissed by court	0	26	0
7. nolle prosequi	2	25	28
8. certified for jury trial (not heard in the Municipal Division)	0	0	0
<b>9. TOTAL CASE DISPOSITIONS</b>	<b>8</b>	<b>253</b>	<b>59</b>
<b>D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]</b>	<b>49</b>	<b>1,265</b>	<b>641</b>
<b>E. Trial de Novo and / or appeal applications filed</b>	<b>0</b>	<b>0</b>	<b>0</b>

III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period:	82	Does court staff process parking tickets? Yes	
2. # Served/withdrawn during reporting period:	122	1. # Issued during reporting period:	0
3. # Outstanding at end of reporting period:	1,410		

V. DISBURSEMENTS	
<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>	
Fines – Excess Revenue	\$19,348.50
Clerk Fee – Excess Revenue	\$1,837.50
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$56.24
Bond forfeitures (paid to city) – Excess Revenue	\$70.00
<b>Total Excess Revenue</b>	<b>\$21,312.24</b>
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>	
Fines – Other	\$11,965.00
Clerk Fee – Other	\$764.25
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	\$216.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$1,533.08
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$23.68
Law Enforcement Training (LET) Fund surcharge	\$433.63
Domestic Violence Shelter surcharge	\$865.50
Inmate Prisoner Detainee Security Fund surcharge	\$433.62
Sheriffs' Retirement Fund (SRF) surcharge	\$0.00
Restitution	\$57.67
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) – Other	\$280.00
<b>Total Other Revenue</b>	<b>\$16,572.43</b>
<b>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.</b>	
DUI	\$600.00
<b>Total Other Disbursements</b>	<b>\$600.00</b>
<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	<b>\$38,484.67</b>
Bond Refunds	\$1,039.50
<b>Total Disbursements</b>	<b>\$39,524.17</b>

# Consent Agenda





**THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION MONDAY, JULY 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. Councilmember City Attorney Zerr absent. City Attorney Zach Enterline present.
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**
- 5. Personal Appearances.**
- 6. Staff Reports.**

Assistant Public Works Director Greg Rokos provided a review of the staff report included in the Council packet and reviewed public works project timelines.

Parks and Recreation Director Nathan Musteen provided a review of the staff report included in the Council packet and gave an update on department activities.

City Manager Jim Feuerborn provided agenda items for the August 5 work session. He introduced Attorney Zach Enterline with Kapke Willerth law firm. Public Works employee, Andy Elliston, was recognized for his 40 year employment with the City.

- 7. Committee Reports.**
- 8. Consent Agenda.**
  - A. City Council Minutes, July 8, 2019**
  - B. Resolution 19-40, 2018 Inflow and Infiltration Reduction - Acceptance and Final Payment**
  - C. Resolution 19-41, Appointment of Bob Berry to the Ward 1 seat on the Arts Commission**
  - D. Resolution 19-42, Appointment of Jason Boehner to the Ward 3 seat on the Arts Commission**
  - E. Resolution 19-43, Appointment of Pamela Simpson to the At Large seat on the Arts Commission**

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

**DISCUSSION:** None

**VOTE:**

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

## **9. Unfinished Business. Second Readings.**

### **A. 31st Amendment to the Unified Development Code - Medical Marijuana Facilities**

#### **BILL 3468: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AMENDING THE UNIFIED DEVELOPMENT CODE."**

City Clerk Jeanie Woerner conducted the second reading of Bill 3468 by title only.

**MOTION:** By Councilmember Berendzen, second by Councilmember Barber to approve the second reading of Bill 3468 by title only.

**DISCUSSION:** Councilmember Holman stated his opposition with the separation distances, but will vote in the affirmative to avoid legal complications.

**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 3468 as **Raymore City Ordinance 2019-048.**

### **B. Establishing Chapter 660: Medical Marijuana Facilities**

#### **BILL 3469: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE RAYMORE CITY CODE OF ORDINANCES REGULATING MEDICAL MARIJUANA FACILITIES."**

City Clerk Jeanie Woerner conducted the second reading of Bill 3469 by title only.

**MOTION:** By Councilmember Berendzen, second by Councilmember Barber to approve the second reading of Bill 3469 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	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 3469 as **Raymore City Ordinance 2019-049.**

### **C. HyVee Conditional Use Permit - Fueling Station**

**BILL 3470: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING A CONDITIONAL USE PERMIT FOR A FUELING STATION TO BE LOCATED AS PART OF THE HYVEE FAST AND FRESH STORE PROPOSED FOR THE SOUTHWEST CORNER OF 58 HIGHWAY AND FOX RIDGE DRIVE."**

City Clerk Jeanie Woerner conducted the second reading of Bill 3470 by title only.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3470 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	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 3470 as **Raymore City Ordinance 2019-050.**

**D. Award of Contract - 2019 Inflow and Infiltration Project**

**BILL 3466: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BREIT CONSTRUCTION FOR THE INFLOW AND INFILTRATION REDUCTION PROJECT, CITY PROJECT NUMBER 19-321-201, IN THE AMOUNT OF \$118,922 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."**

City Clerk Jeanie Woerner conducted the second reading of Bill 3466 by title only.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3466 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	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 3466 as **Raymore City Ordinance 2019-051.**

**E. Award of Contract - Hawk Ridge Park Lighting**

**BILL 3474: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BLACK & MCDONALD FOR THE HAWK RIDGE PARK LIGHT INSTALLATION PROJECT, IN THE AMOUNT OF \$87,678.36 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."**

City Clerk Jeanie Woerner conducted the second reading of Bill 3474 by title only.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3474 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	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 3474 as **Raymore City Ordinance 2019-052.**

**F. Award of Contract - Custom Ice Inc. - T.B. Hanna Improvements**

**BILL 3471: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR \$74,937 WITH CUSTOM ICE INC. FOR THE PURCHASE AND INSTALLATION OF AN ICE RINK AT THE DEPOT AS PART OF THE T.B. HANNA STATION IMPROVEMENTS."**

City Clerk Jeanie Woerner conducted the second reading of Bill 3471 by title only.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3471 by title only.

**DISCUSSION:** Councilmember Abdelgawad stated her constituents are excited and pleased with this project.

<b>VOTE:</b>	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 3471 as **Raymore City Ordinance 2019-053.**

**G. Budget Amendment - Parks and Recreation Trails**

**BILL 3473: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2019 CAPITAL BUDGET."**

City Clerk Jeanie Woerner conducted the second reading of Bill 3473 by title only.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3473 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 3473 as **Raymore City Ordinance 2019-054.**

#### **H. Agreement with Cass County for Tax Collection Services**

**BILL 3472: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ESTABLISHING AN INTERGOVERNMENTAL AGREEMENT WITH CASS COUNTY FOR THE COLLECTION OF ANNUAL TAXES FOR AND ON BEHALF OF THE CITY."**

City Clerk Jeanie Woerner conducted the second reading of Bill 3472 by title only.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3472 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 3472 as **Raymore City Ordinance 2019-055.**

#### **10. New Business. First Readings.**

##### **A. Award of Contract - Dean Avenue Meter Vault Project**

**BILL 3475: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BREIT CONSTRUCTION LLC FOR THE DEAN AVE METER VAULT PROJECT, CITY PROJECT"**

**NUMBER 19-899-501, IN THE AMOUNT OF \$65,838 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."**

City Clerk Jeanie Woerner conducted the first reading of Bill 3475 by title only.

Assistant Public Works Director Greg Rokos provided a review of the staff report included in the Council packet. As a condition of the Settlement Agreement with Cass County Public Water Supply District #10, the City is required to install a water meter on the Dean Avenue water main at the District's boundary. Staff recommends approval to Breit Construction LLC for this project. He answered general questions from Council.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3475 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	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. FY 2019 Budget Amendment - Dean Avenue Meter Vault**

**BILL 3477: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2019 CAPITAL BUDGET TO PROVIDE ADDITIONAL FUNDING SUPPORT FOR THE DEAN AVENUE METER VAULT PROJECT. "**

City Clerk Jeanie Woerner conducted the first reading of Bill 3477 by title only.

Assistant Public Works Director Greg Rokos stated this budget amendment will provide funds for the prior agenda item, to complete the work as specified and provide a contingency amount for unforeseen conditions that may arise. Funds will be transferred from the water connection fee fund to the Capital Improvements budget.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3477 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

**11. Public Comments.**

**12. Mayor/Council Communication.**

Mayor Turnbow and Councilmembers recognized employee Andy Elliston for his 40 years of service and thanked the volunteers appointed to the Arts Commission.

Councilmember Berendzen thanked citizens for being patient in the transition to the new solid waste service provider. Assistant City Manager Mike Ekey provided an update on services.

Councilmember Burke stated positive comments in regard to the ice rink at TB Hanna Station.

Councilmember Townsend provided information on Mid American Regional Council's Transportation Committee.

Mayor Turnbow recognized Rachel Brattin for her diligence in assisting with phone call complaints on the trash service.

**13. Adjournment.**

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

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye



The regular meeting of the Raymore Council adjourned at 7:33 p.m.

Respectfully submitted,

Jeanie Woerner  
City Clerk



**RESOLUTION 19-44**

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING A REAPPOINTMENT TO THE ARTS COMMISSION."**

**WHEREAS**, Section 120.110 of the Raymore City Code authorizes the Mayor to appoint members to the Arts Commission with the advice and consent of a majority of the Council.

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

Section 1. Authorization requires that all said appointments shall be approved with the advice and consent of a majority of the Council.

Section 2. The Council consents to the Mayor's re-appointment of the following person to the Arts Commission.

<b><u>NAME</u></b>	<b><u>EFFECTIVE</u></b>	<b><u>TERM EXPIRES</u></b>
Laura Richardson	August 12, 2019	July 31, 2022

**DULY READ AND PASSED THIS 12TH DAY OF AUGUST, 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 19-45**

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING A REAPPOINTMENT TO THE ARTS COMMISSION."**

**WHEREAS**, Section 120.110 of the Raymore City Code authorizes the Mayor to appoint members to the Arts Commission with the advice and consent of a majority of the Council.

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

Section 1. Authorization requires that all said appointments shall be approved with the advice and consent of a majority of the Council.

Section 2. The Council consents to the Mayor's re-appointment of the following person to the Arts Commission.

<b><u>NAME</u></b>	<b><u>EFFECTIVE</u></b>	<b><u>TERM EXPIRES</u></b>
James Gribble	August 12, 2019	July 31, 2022

**DULY READ AND PASSED THIS 12TH DAY OF AUGUST, 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: July 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 3475 - Dean Avenue Meter Vault Project

**STRATEGIC PLAN GOAL/STRATEGY**

3.3.4: Ensure capital improvements support economic development priorities

**FINANCIAL IMPACT**

Award To:	Breit Construction LLC
Amount of Request/Contract:	\$65,838
Amount Budgeted:	\$75,000
Funding Source/Account#:	Water Connection Fund (52)

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
September 2019	October 2019

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Contract

REVIEWED BY:

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

As part of the settlement agreement with Cass County Public Water Supply District 10, the City is required to install a water meter on the Dean Avenue Water Main at the District Boundary.

Bids for the Dean Avenue Meter Vault Project were received on June 27, 2019 as follows:

Breit Construction LLC	\$65,838
Tasco LLC	\$67,813
Beemer Construction Co., Inc.	\$68,344
Redford Construction Inc.	\$68,803
J&N Utilities Inc.	\$83,350

Breit Construction LLC was determined to be the lowest and best bidder. Staff recommends the contract for the Dean Avenue Meter Vault Project to be awarded to Breit Construction LLC in the amount of \$65,838.

**BILL 3475**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BREIT CONSTRUCTION LLC FOR THE DEAN AVE METER VAULT PROJECT, CITY PROJECT NUMBER 19-899-501, IN THE AMOUNT OF \$65,838 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."**

**WHEREAS**, the Dean Ave Meter Vault Project was included in the 2019 Capital Budget; and

**WHEREAS**, the City Council finds the improvements are necessary and finds it to be in the best interest of public health, safety, and welfare; and

**WHEREAS**, bids for this project were received on June 27, 2019; and

**WHEREAS**, staff recommends award of the contract to Breit Construction LLC in the amount of \$65,838.

**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 \$65,838 with Breit Construction LLC, for the Dean Avenue Meter Vault Project.

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

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 JULY, 2019.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 12TH DAY OF AUGUST, 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

**Dean Avenue Meter Vault**

Agreement made this 12th day of August, 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 August 12, 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 19-899-501 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 **90** 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 \$65,838.

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, tools, 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 by the Contractor 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 or vendor with the necessary and applicable qualifications to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor or vendor 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 (but not simply frustration 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 a type and in such condition so as not to cause any damage to City property or the community at large. All equipment used within the jurisdictional boundaries of the City 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 their 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 shall not assign its responsibilities to any subcontractor without the prior written agreement of the City which may be granted at the sole discretion of the City.

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 CANCELLATION AND/OR TERMINATION OF AGREEMENT

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

to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or email. If the Contractor fails to correct any default(s) after notification of such default(s) are of such that they endanger the health, safety and/or welfare of the residents of Raymore, City may terminate this contract immediately and retain the services of an alternative contractor to perform the services for which Contractor may be held liable for such costs.

Without Cause – The City may cancel or terminate this agreement at any time without cause by providing sixty (60) days written notice, by certified mail, facsimile or email to the Contractor.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with the bid specifications. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding requirements of this contract and orders issued prior to the effective date of cancellation.

No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

#### ARTICLE IX ARBITRATION

In case of a dispute, the Contractor and the City may each agree to 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 the 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: \_\_\_\_\_  
*Andrew Rost*

Title: \_\_\_\_\_  
*General Manager*

Attest: \_\_\_\_\_  
*St. J.*

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

### **Dean Avenue Meter Vault**

#### **ANTICIPATED SCOPE OF SERVICES:**

Installation of a meter vault on an existing 12" ductile iron water line on Dean Ave. at Buffalo Grass Drive.

- The meter will be a Sensus brand, 12" meter supplied by the City.
- The vault will be a pre-cast, 12.5' x 8.5' x 6.5' (I.D.) concrete vault manufactured by Forterra or an approved equal.
- The meter will be bracketed by a 12" gate valve and a dismantling joint.
- There will be a by-pass with a 12" gate valve.
- Stainless steel is required for all hardware.
- The existing line is approximately 4.5' feet below ground level and 9' behind the back of curb.

#### **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:

1. City of Raymore – Standard Contract Documents and Technical Specifications for Utility and Street Construction (latest edition)
2. Kansas City Metro Chapter of the American Public Works Association
3. Missouri Department of Transportation (Culvert, Guardrail)
  - a. 2017 Missouri Standard Specifications for Highway Construction
  - b. 2017 Missouri Standard Plans for Highway Construction

#### **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**

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 **90** 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. Payment shall be made on the schedule enclosed in the bid documents.

**B. Meter Vault:** Meter Vault will be considered a lump sum item for payment. The unit cost for this item shall include all labor, equipment and materials required to install a pre-cast, concrete vault on the existing 12" ductile iron line. The meter will be a Sensus 12", Remote Register, accuMag meter supplied by the City, bracketed by two 12" gate valves and a dismantling joint. There will also be a 12" bypass with a 12" gate valve. Shop drawings will be supplied to and approved by the City prior to construction. Cutting out

and removing the existing pipe, the vent, access hatch, ladder, and gaskets are subsidiary to this line item.

- C. Bedding Gravel:** Bedding Gravel will be paid for at the unit bid price per ton. The unit cost for this item shall include all labor, equipment and materials required to place a leveling course for the vault to sit on.
- D. 12" Gate Valves:** 12" Gate Valves will be paid for at the unit bid price per each. The unit bid cost shall include all labor, equipment and materials required to install the gate valves as per plan. The valves shall be Mueller, A-2361 Resilient Wedge Gate Valves with flanged ends or approved equal meeting the specifications for this valve. Valves shall open by turning the hand wheel in a counterclockwise direction.
- E. 12" Check Valve:** 12" Check Valve will be paid for at the unit bid price per each. The unit cost shall include all labor, equipment and materials required to install the check valve as per plan. The valve shall be a Valmatic 1812a with flanged couplings or approved equal.
- F. 12"x12"x12" DIP Tees:** 12"x12"x12" DIP Tees will be paid for at the unit bid price per each. The unit cost shall include all labor, equipment and materials required to install the tees as per plan. The tees shall be ductile iron, flanged, manufactured by American or an approved equal.
- G. 90 Degree, 12" DIP Bends:** 90 Degree, 12" DIP Bends will be paid for at the unit bid price per each. The unit cost shall include all labor, equipment and materials required to install the bends as per plan. The bends shall be American Standard, long radius, ductile iron, flanged fittings or approved equal.
- H. Flanged, 12" Ductile Iron Pipe:** Flanged, 12" Ductile Iron Pipe shall be measured and paid for to the nearest quarter foot (.25') per each section of pipe installed. The unit cost shall include all labor, equipment and materials to install flanged pipe as per plan. The pipe shall be supplied by American or an approved equal.
- I. 12" Dismantling Joint:** 12" Dismantling Joint will be paid for at the unit cost per each. The unit cost shall include all labor, equipment and materials to install as per plan and adjust as necessary. The joint shall be a Romac DJ400 or 405, or approved equal.
- J. Restrained Flanged Coupling Adapter:** Restrained Flanged Coupling Adapter will be paid for at the unit cost per each. The unit cost shall include all labor, equipment and materials to install as per plan and adjust as necessary. The coupler shall be manufactured by Romac Industries, or approved equal.
- K. Adjustable Stainless Steel Pipe Supports:** Adjustable Stainless Steel Pipe Supports will be paid for at the unit cost per each. The unit cost shall include



all labor, equipment and materials to install as per plan and adjust as necessary.

**L. Connect to Existing:** Connect to Existing will be considered a lump sum item for payment. The unit cost for this item shall include all labor, equipment and materials required to connect the existing water line to the pipes stubbed out of the meter vault. All exposed ductile iron pipe and fittings shall be poly-wrapped.

**M. Traffic Control:** Traffic Control will be considered a lump sum item for payment. The unit cost for this item shall include all labor, equipment and materials required to create a safe working environment as per MUTCD. Lane closures will require an arrow board. The lane is not to be left closed overnight without advance permission from the City.

**N. Restoration:** Restoration will be considered a lump sum item for payment. The unit cost for this item shall include all labor, equipment and materials required to restore the site and any areas disturbed during construction to pre-construction condition.

7. ADDITIONAL BIDDING INFORMATION

7.1 Project is tax exempt.

**CITY OF RAYMORE, MISSOURI**  
**RFP # 19-899-501**

**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 August, 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 Contractor 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 Contractor 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 the 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 of this contract 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*

Contractor 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.

Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of 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*

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 an 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 at any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Missouri, 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 at any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Missouri, 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 repair 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 at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the State of Missouri, 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 Section 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 19-899-501

**PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS**

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

FIRM NAME: BREIT CONSTRUCTION LLC

ADDRESS: PO Box 551 Street

ADDRESS: Raymore MO 64085  
City State Zip

PHONE: (913) 485-8008

E-MAIL: andy.breit@breitconstructionllc.com

DATE: 6/27/2019 Andrew Breit  
(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 19-899-501

**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 X 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 X 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 the 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 interest 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 19-899-501

**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

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

<b>COMPANY NAME</b>	
<b>ADDRESS</b>	
<b>CONTACT PERSON</b>	
<b>CONTACT EMAIL</b>	
<b>TELEPHONE NUMBER</b>	
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	

<b>COMPANY NAME</b>	
<b>ADDRESS</b>	
<b>CONTACT PERSON</b>	
<b>CONTACT EMAIL</b>	
<b>TELEPHONE NUMBER</b>	
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	

<b>COMPANY NAME</b>	
<b>ADDRESS</b>	
<b>CONTACT PERSON</b>	
<b>CONTACT EMAIL</b>	
<b>TELEPHONE NUMBER</b>	
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	

<b>COMPANY NAME</b>	
<b>ADDRESS</b>	
<b>CONTACT PERSON</b>	
<b>CONTACT EMAIL</b>	
<b>TELEPHONE NUMBER</b>	
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	

State the number of Years in Business: 35

State the current number of personnel on staff: 12





**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 30<sup>th</sup> 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: Windsor Estates 7<sup>th</sup> Plat**  
**Amount: \$383,885**  
**Date Completed: 5/10/2019      Scope: Install site utilities – water, 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 19-899-501

Proposal of BREIT CONSTRUCTION LLC, organized and  
(Company Name)  
existing under the laws 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. 19-899-501 – Dean Avenue Meter Vault.

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. 19-899-501**

**Dean Avenue Meter Vault**

**Base Bid**

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance	LS	1	3,291	3,291
Meter Vault	LS	1	17,551	17,551
Bedding Gravel	tons	20	47	940
12" Gate Valves	Each	3	3,847	11,541
12" Check Valve	Each	1	6,245	6,245
12"x12"x12" DIP Tees	Each	2	3,653	7,306
12" Flanged DIP 90 Degree bends	Each	2	2,715	5,430
12" DIP Flanged to Plain End Pipe	Each	3	1,339	4,017
12" Dismantling Joint	Each	1	2,051	2,051
Restrained Flanged Coupling Adapter	Each	1	1,819	1,819
Stainless Steel Pipe Supports	Each	3	699	2,097
Connections to existing pipe	LS	1	2,257	2,257
Restoration	LS	1	817	817
Traffic Control	LS	1	476	476
<b>TOTAL BASE BID</b>				<b>65,838</b>

**Total Base Bid for Project Number: 19-899-501**

\$ 65,838

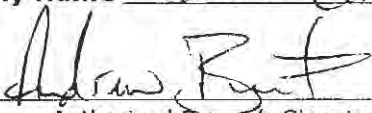
**In blank above insert numbers for the sum of the bid.**

(\$ Sixty-five thousand eight hundred thirty-eight dollars)

**In blank above write out the sum of the bid.**

**BID PROPOSAL FORM E – RFP 19-899-501  
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. 1

Addendum No. \_\_\_\_\_

Company Address PO Box 551

Addendum No. \_\_\_\_\_

Raymore, MO

Addendum No. \_\_\_\_\_

64083

Addendum No. \_\_\_\_\_

Phone (913) 485-8008

Addendum No. \_\_\_\_\_

Fax (816) 322-1241

Email andy.breit@breitconstructionllc.com

Date 6/27/2019

**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**

Dean Avenue Meter Vault  
Project #19-899-501

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 - Question and Clarification**

**1. Question: Is the existing valve restrained?**

Answer: Review of the older plans show the valve is restrained

**2. Question: Are there any utility conflicts?**

Answer: No, however Dig Rite is still required

**3. Clarification: The hatch specified in the RFP is to be weather-proof as possible. The hatch should be fitted with a drain to the exterior, tamper-resistant penta head bolts and an odor gasket. These features should be included in the shop drawings.**

**4. Companies attending Pre-Bids:**

Redford Construction  
Breit Construction  
Hettinger Excavating

Beemer Construction  
J&N Utilities  
Tasco LLC

Any other questions regarding this proposal shall be submitted to Margie Sullivan, Administrative Assistant by email at MSullivan@raymore.com or by phone at (816) 892-3020. There will be no questions allowed after June 21, 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: BREIT CONSTRUCTION LLC.

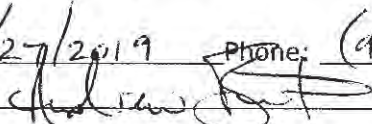
By: Andrew Breit

Title: General Manager

Address: PO Box 551

City, State, Zip: Raymore, MO 64083

Date: 6/27/2019 Phone: (913) 485-8008

Signature of Bidder: 

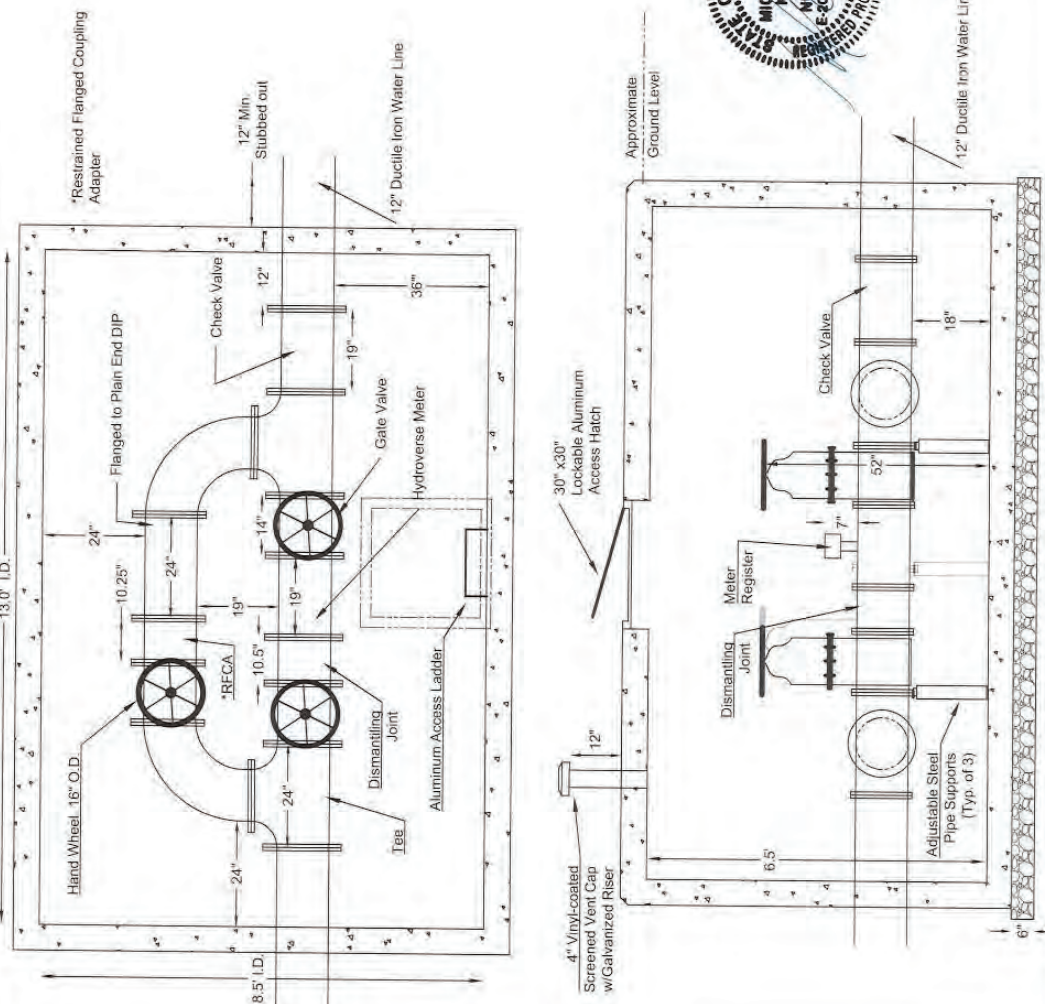
**ADDENDUM MUST BE SUBMITTED WITH BID**



Scale: 1" = 2'  
 North

**Notes:**

- All ductile iron is to conform to the current AWWA specification C151, Class 50. All fittings shall conform to AWWA C110 and C153 and shall have a pressure rating of not less than the pipe.
- All exterior surfaces of the vault (except the lid) are to be coated with an asphalt based waterproofing agent conforming to ASTM D449 or a coal tar paint meeting City specifications. The joint between the walls and the lid is to be sealed with a preformed flexible joint sealant and wrapped with "Kent Seal" tape.
- The existing water line is 9' behind back of curb and top of the existing water line is 4.5' +/- below grade. Blockouts can be adjusted with City approval to match existing water line elevation.
- All hardware (bolts, nuts, etc.) is to be stainless steel.
- All pipe and fittings external of the vault are to be poly-wrapped.
- The Sensus Hydroverse Meter will be supplied by the City.
- There is an existing 12" gate valve immediately north of the proposed vault location.
- Bedding gravel is to be 2" clean rock.
- (Approved equals may be substituted for valves and fittings listed below)
- Gate valves are to be Mueller, A-2361, Resilient Wedge.
- Check valve is to be VAI-Matic 12" Check Valve, model 1812A, 1.
- Dismantling joint is to be a Romac Industries DJ400 or 405.
- Restrained Flanged Coupling Adapter is to be manufactured by Romac Industries.
- Pipe support columns shall be 4" diameter, sch 40, A304 stainless steel hardware, thrust blocks and any other materials required to make the connection.
- The "connecting to existing" line item includes all sleeves, bends, restraints, lane closures. Lanes may not be closed overnight.
- Traffic control is to be in accordance with MUTCD. An arrow board is required for lane closures.
- Wall penetrations are to be sealed with either a PSX boot connector or an a-lok gasket cast into the vault wall.
- Aluminum hatch is to be a Bilco J-AL-Channel Frame - 300 PSF equipped with a LadderUP Safety Post.



**City of Raymore**  
 Dean Ave. Meter Vault  
 2019

Engineering Dept.  
 100 Municipal Circle  
 Raymore, Mo 64083  
 816-331-1852

Questions? Phil Becker at 816-888-6785 or jbecker@raymore.com





**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: July 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 type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

**TITLE / ISSUE / REQUEST**

Bill 3477 - Budget Amendment - Dean Avenue Meter Vault

**STRATEGIC PLAN GOAL/STRATEGY**

3.3.4: Ensure capital improvements support economic development priorities

**FINANCIAL IMPACT**

Award To:  
Amount of Request/Contract: Budget Amendment total amount \$75,000  
Amount Budgeted:  
Funding Source/Account#: Water Connection Fund (52)

**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**

Bill 3477

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

This budget amendment will allocate funds from the Water Connection Fee Fund (52) to the FY 2019 Capitol Budget to purchase the necessary materials and equipment for the Dean Avenue Meter Vault installation project.

This project is necessary to fulfill the elements of the settlement agreement with Water District #10. The settlement agreement was reached after the beginning of the FY2019 Budget and this project was not included at that time.

Staff is recommending a budget amendment in the amount of \$75,000 to complete the project.

**BILL 3477**

**ORDINANCE**

**“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2019 CAPITAL BUDGET TO PROVIDE ADDITIONAL FUNDING SUPPORT FOR THE DEAN AVENUE METER VAULT PROJECT. ”**

**WHEREAS**, funding is necessary for this project; and

**WHEREAS**, a budget amendment to Fiscal Year 2019 capital budget is necessary to provide these funds.

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

Section 1. The amount of \$75,000 is available in the Water Connection Fund (52) and is to be transferred to the FY 2019 Capital Budget to provide funding for the Dean Avenue Meter Vault Project, City Project Number 19-899-501.

Water Connection Fund (52)	CurrentBudget	Amendment	New Budget
Dean Avenue Meter Vault	\$0	\$75,000	\$75,000

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 22ND DAY OF JULY, 2019.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 12TH DAY OF AUGUST, 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

# **New Business**





**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: Aug. 12, 2019

SUBMITTED BY: Elisa Williams

DEPARTMENT: Finance

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

**TITLE / ISSUE / REQUEST**

Bill 3482: Setting the 2019 Tax Levy

**STRATEGIC PLAN GOAL/STRATEGY**

4.3 Ensure Fiscal Discipline and Good Stewardship of Public Resources

**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:  
Date:  
Action/Vote:

**LIST OF REFERENCE DOCUMENTS ATTACHED**

2019 State Auditors Calculation  
2019 Notice of Aggregate Assessed Valuation

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

Cass County has provided to the City of Raymore the final and equalized assessed values of real and personal property located within the city limits.

The total assessed values for property within the city limits are reviewed in May and June by the County. In “even” years (like last year) the property is simply reviewed to add growth, i.e. new properties that have come onto the rolls since last year. In “odd” years (like this year, 2019), the County assesses the properties to account for changes in value. So in even years the total city valuation changes to reflect only growth, while in odd years the total city valuation changes due to both growth and change in the values of existing properties.

The basic theory of the Hancock Amendment is that City revenue from property tax in the operating funds (General and Parks) should be neutral from year to year for non-growth related increases in assessments. Therefore, as non-growth related property assessments increase, levies typically decrease.\* Conversely, if non-growth related property assessments decrease in any given year, Hancock provides that the levies may increase in order to result in revenue neutrality.

Computations have been completed by the State Auditor’s office, based on the information received from the County (2nd- Report – After Board of Equalization), to determine the levies which may be set in each of the funds in order to be revenue-neutral. Based on the results of these computations, the levy that could be assessed in the General Fund to be revenue-neutral is 0.4197, and the levy that could be assessed in the Park Fund to be revenue-neutral is 0.1130.

The debt service levy for this year is at the same amount as last year 0.7170.

Based on the information provided by the County and the State Auditor’s calculation the 2019 Tax Levy is recommended to be \$1.2497 in total.



**BILL 3482**

**ORDINANCE**

**“AN ORDINANCE PURSUANT TO SECTION 67.110 OF THE REVISED STATUTES OF MISSOURI LEVYING GENERAL AND SPECIAL TAXES IN THE CITY OF RAYMORE, MISSOURI, FOR THE YEAR 2019.”**

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

Section 1. For the support of the government of the City of Raymore, Missouri, and to meet contractual obligations of said City for the year 2019, General and Special taxes are hereby levied upon all subjects and objects of taxation within the corporate limits of the City of Raymore, Missouri, as follows:

**FOR GENERAL PURPOSES:** FORTY-ONE AND NINETY-SEVEN HUNDREDTHS CENTS (\$0.4197) PER ONE HUNDRED DOLLARS (\$100) ASSESSED VALUATION

Section 2. The rate of tax for the Sinking Fund Levy upon all subjects and objects of taxation for the year 2019, in the City of Raymore, Missouri, for the General Obligation Bonds principal and interest payment shall be as follows:

**FOR THE SINKING FUND:** SEVENTY-ONE AND SEVENTY HUNDREDTHS CENTS (\$0.7170) PER ONE HUNDRED DOLLARS (\$100) ASSESSED VALUATION

Section 3. The rate of tax for the Park Levy upon all subjects and objects of taxation for the year 2019, in the City of Raymore, Missouri, for the maintenance and improvement of the city parks shall be as follows:

**FOR PARK LEVY:** ELEVEN AND THIRTY HUNDREDTHS CENTS (\$0.1130) PER ONE HUNDRED DOLLARS (\$100) ASSESSED VALUATION

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 12TH DAY OF AUGUST, 2019.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH DAY OF AUGUST, 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

# NOTICE OF AGGREGATE ASSESSED VALUATION

(2ND REPORT AFTER B.O.E. 7-22-2019)

As required by Section 137.245.3, I, Jeff Fletcher, County Clerk of Cass County, State of Missouri, do hereby certify that the following is the Aggregate Assessed Valuation of the

## CITY OF RAYMORE

a political subdivision in Cass County, for the year 2019 as shown on the assessment lists on JULY, 23 2019. Included are state and local railroad and utility valuations as reported by the State Tax Commission and the Cass County Assessor for your political subdivision.

Real Estate, Residential -	\$	287,450,835
Real Estate, Agricultural -		373,340
Real Estate, Commercial -		25,475,880
Real Estate, Local Utilities -		15,261
Real Estate, State Utilities -		<u>7,449,575</u>
<b>TOTAL REAL ESTATE -</b>	<b>\$</b>	<b><u>320,764,891</u></b>
Personal Property -	\$	54,267,444
Personal Property, Local Utilities -		15,897
Personal Property, State Utilities -		<u>892,214</u>
<b>TOTAL PERSONAL Property -</b>	<b>\$</b>	<b><u>55,175,555</u></b>
<b>TOTAL ASSESSED VALUE -</b>	<b>\$</b>	<b><u>375,940,446</u></b>

This information is transmitted to assist you in complying with Section 67.110, RSMo, which requires that notice be given and public hearings held before tax rates are set. The above figures include state and locally assessed railroad and utility valuations that have been prepared by the County Clerk's Office.


### New Construction and Improvements

The following data has been provided by the County Assessor's Office:

Related to Real Estate -	\$	8,883,186
Increase in Personal Property-		<u>2,934,879</u>
<b>TOTAL -</b>	<b>\$</b>	<b><u>11,818,065</u></b>

In witness whereof, I have hereunto set my hand and affixed the seal of the County Commission of Cass County at my office in Harrisonville this 26th day of July, 2019



  
Jeff Fletcher  
Cass County Clerk



**NICOLE GALLOWAY, CPA**  
Missouri State Auditor

**MEMORANDUM**

July 31, 2019

**TO:** 09-019-0014 City of Raymore  
**RE:** Setting of 2019 Property Tax Rates

The following are the tax rate computational forms that have been reviewed. Please follow the steps below to complete the process of setting your 2019 Property Tax Rate(s).

1. **Lines G - BB on the Summary Page should be completed** to show the actual tax rate(s) to levy.
2. Please **sign and date the Summary Page.**
3. Please **submit the finalized tax rate forms ready for certification to the County Clerk of each county** that your political subdivision resides in. The County Clerk must also sign the Summary Page and indicate the proposed tax rate to be entered on the tax books before submitting rate(s) to the State Auditor's Office for final review and certification.

If the attached calculation differs from the questionnaire submitted for review, please review the following line items for the reason(s) for the difference.

- **Form A, Line 2b - New Construction & Improvements - Personal Property**

Section 137.073.4, RSMo, states that the aggregate increase in valuation of personal property for the current year over that of the previous year is the equivalent of the new construction and improvements factor for personal property.

- **Form A, Line 5 - Prior Year Assessed Valuation**

If the 2019 questionnaire has a different amount on Form A, Line 5 than was previously submitted, we had to revise the 2018 calculation for this change. The revised 2018 tax rate ceiling is listed on the 2019 Summary Page, Line A. Your primary County Clerk should forward a copy of the revised 2018 calculation; please keep this form for your files.

- **(SCHOOL DISTRICTS ONLY) Form A, Line 14**

We revised the information the school district submitted on Line 14 to the amount computed by the Department of Elementary and Secondary Education (DESE).

If you have any questions about the enclosed forms, please contact the local government section at (573-751-4213.)



Summary Page

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Raymore 09-019-0014 General Revenue
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

The information to complete the Summary Page is available from prior year forms, computed on the attached forms, or computed on this page. Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

- A. Prior year tax rate ceiling as defined in Chapter 137, RSMo, revised if the prior year data changed or a voluntary reduction was taken in a non-reassessment year (Prior year Summary Page, Line F minus Line H in odd numbered year or prior year Summary Page, Line F in even numbered year) 0.4480
B. Current year rate computed pursuant to Article X, Section 22, of the Missouri Constitution and Section 137.073, RSMo, if no voter approved increase (Form A, Line 18) 0.4197
C. Amount of rate increase authorized by voters for current year if same purpose, adjusted to provide the revenue available if applied to the prior year assessed value and increased by the percentage of CPI (Form B, Line 15)
D. Rate to compare to maximum authorized levy to determine tax rate ceiling (Line B if no election, otherwise Line C) 0.4197
E. Maximum authorized levy the most recent voter approved rate 1.0000
F. Current year tax rate ceiling maximum legal rate to comply with Missouri laws Political subdivisions tax rate (Lower of Line D or E) 0.4197
G1. Less required sales tax reduction taken from tax rate ceiling (Line F), if applicable
G2. Less 20% required reduction 1st class charter county political subdivision NOT submitting an estimated non-binding tax rate to the county(ies) taken from tax rate ceiling (Line F)
H. Less voluntary reduction by political subdivision taken from the tax rate ceiling (Line F) WARNING: A voluntary reduction taken in an even numbered year will lower the tax rate ceiling for the following year.
I. Plus allowable recoupment rate added to tax rate ceiling (Line F) If applicable, attach Form G or H.
J. Tax rate to be levied (Line F - Line G1 - Line G2 - Line H + Line I)
AA. Rate to be levied for debt service, if applicable (Form C, Line 10)
BB. Additional special purpose rate authorized by voters after the prior year tax rates were set, adjusted to provide the revenue available if applied to the prior year assessed value and increased by the percentage of CPI (Form B, Line 15 if a different purpose)

Certification

I, the undersigned, (Office) of (Political Subdivision) levying a rate in (County(ies)) do hereby certify that the data set forth above and on the accompanying forms is true and accurate to the best of my knowledge and belief.

Please complete Line G through BB, sign this form, and return to the county clerk(s) for final certification.

Form with fields for Date, Signature, Print Name, and Telephone.

Proposed rate to be entered on tax books by county clerk

based on certification from the political subdivision: Lines J AA BB

Section 137.073.7 RSMo, states that no tax rate shall be extended on the tax rolls by the county clerk unless the political subdivision has complied with the foregoing provisions of this section.

Form with fields for Date, County Clerk's Signature, County, and Telephone.



**Form A**

**For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property**

City of Raymore	09-019-0014	General Revenue
_____ Name of Political Subdivision	_____ Political Subdivision Code	_____ Purpose of Levy

**The final version of this form MUST be sent to the county clerk.**

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

**1. (2019) Current year assessed valuation**

Include the current state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

(a) <u>320,764,891</u>	+	(b) <u>55,175,555</u>	=	<u>375,940,446</u>
(Real Estate)		(Personal Property)		(Total)

**2. Assessed valuation of new construction & improvements**

2(a) - Obtained from the county clerk or county assessor

2(b) - increase in personal property, use the formula listed under Line 2(b)

(a) <u>8,883,186</u>	+	(b) <u>2,934,879</u>	=	<u>11,818,065</u>
(Real Estate)		Line 1(b) - 3(b) - 5(b) + 6(b) + 7(b) If Line 2b is negative, enter zero		(Total)

**3. Assessed value of newly added territory**

obtained from the county clerk or county assessor

(a) <u>0</u>	+	(b) <u>0</u>	=	<u>0</u>
(Real Estate)		(Personal Property)		(Total)

**4. Adjusted current year assessed valuation**

(Line 1 total - Line 2 total - Line 3 total)

364,122,381

**5. (2018) Prior year assessed valuation**

Include prior year state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

NOTE: If this is different than the amount on the prior year Form A, Line 1, then revise the prior year tax rate form to recalculate the prior year tax rate ceiling. Enter the revised prior year tax rate ceiling on this year's Summary Page, Line A.

(a) <u>282,513,915</u>	+	(b) <u>52,240,676</u>	=	<u>334,754,591</u>
(Real Estate)		(Personal Property)		(Total)

**6. Assessed value of newly separated territory**

obtained from the county clerk or county assessor

(a) <u>0</u>	+	(b) <u>0</u>	=	<u>0</u>
(Real Estate)		(Personal Property)		(Total)

**7. Assessed value of property locally assessed in prior year, but state assessed in current year**

obtained from the county clerk or county assessor

(a) <u>0</u>	+	(b) <u>0</u>	=	<u>0</u>
(Real Estate)		(Personal Property)		(Total)

**8. Adjusted prior year assessed valuation**

(Line 5 total - Line 6 total - Line 7 total)

334,754,591



Form A

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Raymore 09-019-0014 General Revenue
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

Table with 2 columns: Description and Value. Rows include: 9. Percentage increase in adjusted valuation (8.7729%), 10. Increase in Consumer Price Index (CPI) (1.9000%), 11. Adjusted prior year assessed valuation (334,754,591), 12. (2018) Tax rate ceiling from prior year (0.4480), 13. Maximum prior year adjusted revenue (1,499,701), 14. Permitted reassessment revenue growth (1.9000%), 15. Additional revenue permitted (28,494), 16. Total revenue permitted in current year (1,528,195), 17. Adjusted current year assessed valuation (364,122,381), 18. Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo (0.4197).

\* To compute the total property tax revenues billed for the current year (including revenues from all new construction and improvements and annexed property), multiply Line 1 by the rate on Line 18 and divide by 100. The property tax revenues billed would be used in estimating budgeted revenues.



Summary Page

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Raymore 09-019-0014 Parks & Recreation
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

The information to complete the Summary Page is available from prior year forms, computed on the attached forms, or computed on this page. Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

- A. Prior year tax rate ceiling as defined in Chapter 137, RSMo, revised if the prior year data changed or a voluntary reduction was taken in a non-reassessment year (Prior year Summary Page, Line F minus Line H in odd numbered year or prior year Summary Page, Line F in even numbered year) 0.1206
B. Current year rate computed pursuant to Article X, Section 22, of the Missouri Constitution and Section 137.073, RSMo, if no voter approved increase (Form A, Line 18) 0.1130
C. Amount of rate increase authorized by voters for current year if same purpose, adjusted to provide the revenue available if applied to the prior year assessed value and increased by the percentage of CPI (Form B, Line 15)
D. Rate to compare to maximum authorized levy to determine tax rate ceiling (Line B if no election, otherwise Line C) 0.1130
E. Maximum authorized levy the most recent voter approved rate 0.1500
F. Current year tax rate ceiling maximum legal rate to comply with Missouri laws Political subdivisions tax rate (Lower of Line D or E) 0.1130
G1. Less required sales tax reduction taken from tax rate ceiling (Line F), if applicable
G2. Less 20% required reduction 1st class charter county political subdivision NOT submitting an estimated non-binding tax rate to the county(ies) taken from tax rate ceiling (Line F)
H. Less voluntary reduction by political subdivision taken from the tax rate ceiling (Line F) WARNING: A voluntary reduction taken in an even numbered year will lower the tax rate ceiling for the following year.
I. Plus allowable recoupment rate added to tax rate ceiling (Line F) If applicable, attach Form G or H.
J. Tax rate to be levied (Line F - Line G1 - Line G2 - Line H + Line I)
AA. Rate to be levied for debt service, if applicable (Form C, Line 10)
BB. Additional special purpose rate authorized by voters after the prior year tax rates were set, adjusted to provide the revenue available if applied to the prior year assessed value and increased by the percentage of CPI (Form B, Line 15 if a different purpose)

Certification

I, the undersigned, (Office) of (Political Subdivision) levying a rate in (County(ies)) do hereby certify that the data set forth above and on the accompanying forms is true and accurate to the best of my knowledge and belief.

Please complete Line G through BB, sign this form, and return to the county clerk(s) for final certification.

Form with fields for Date, Signature, Print Name, and Telephone.

Proposed rate to be entered on tax books by county clerk

based on certification from the political subdivision: Lines J AA BB

Section 137.073.7 RSMo, states that no tax rate shall be extended on the tax rolls by the county clerk unless the political subdivision has complied with the foregoing provisions of this section.

Form with fields for Date, County Clerk's Signature, County, and Telephone.





Form A

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Raymore 09-019-0014 Parks & Recreation
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

1. (2019) Current year assessed valuation

Include the current state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

(a) 320,764,891 + (b) 55,175,555 = 375,940,446
(Real Estate) (Personal Property) (Total)

2. Assessed valuation of new construction & improvements

2(a) - Obtained from the county clerk or county assessor

2(b) - increase in personal property, use the formula listed under Line 2(b)

(a) 8,883,186 + (b) 2,934,879 = 11,818,065
(Real Estate) Line 1(b) - 3(b) - 5(b) + 6(b) + 7(b) (Total)
If Line 2b is negative, enter zero

3. Assessed value of newly added territory

obtained from the county clerk or county assessor

(a) 0 + (b) 0 = 0
(Real Estate) (Personal Property) (Total)

4. Adjusted current year assessed valuation

(Line 1 total - Line 2 total - Line 3 total)

364,122,381

5. (2018) Prior year assessed valuation

Include prior year state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

NOTE: If this is different than the amount on the prior year Form A, Line 1, then revise the prior year tax rate form to recalculate the prior year tax rate ceiling. Enter the revised prior year tax rate ceiling on this year's Summary Page, Line A.

(a) 282,513,915 + (b) 52,240,676 = 334,754,591
(Real Estate) (Personal Property) (Total)

6. Assessed value of newly separated territory

obtained from the county clerk or county assessor

(a) 0 + (b) 0 = 0
(Real Estate) (Personal Property) (Total)

7. Assessed value of property locally assessed in prior year, but state assessed in current year

obtained from the county clerk or county assessor

(a) 0 + (b) 0 = 0
(Real Estate) (Personal Property) (Total)

8. Adjusted prior year assessed valuation

(Line 5 total - Line 6 total - Line 7 total)

334,754,591



Form A

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Raymore 09-019-0014 Parks & Recreation
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

Table with 2 columns: Description and Value. Rows include: 9. Percentage increase in adjusted valuation (8.7729%), 10. Increase in Consumer Price Index (CPI) (1.9000%), 11. Adjusted prior year assessed valuation (334,754,591), 12. (2018) Tax rate ceiling from prior year (0.1206), 13. Maximum prior year adjusted revenue (403,714), 14. Permitted reassessment revenue growth (1.9000%), 15. Additional revenue permitted (7,671), 16. Total revenue permitted in current year (411,385), 17. Adjusted current year assessed valuation (364,122,381), 18. Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo (0.1130).

\* To compute the total property tax revenues billed for the current year (including revenues from all new construction and improvements and annexed property), multiply Line 1 by the rate on Line 18 and divide by 100. The property tax revenues billed would be used in estimating budgeted revenues.



Form C

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Raymore	09-019-0014	Debt Service
_____ Name of Political Subdivision	_____ Political Subdivision Code	_____ Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Debt Service Calculation for General Obligation Bonds Paid for with Property Taxes

The tax rate for debt service will be considered valid if, after making the payment(s) for which the tax was levied, the bonds remain outstanding, and the debt fund reserves do not exceed the following year's payments.

Since the property taxes are levied and collected on a calendar year basis (January - December), it is recommended that this levy be computed using calendar year data.

1. **Total current year assessed valuation** obtained from the county clerk or county assessor (Form A, Line 1 total) 375,940,446
2. **Amount required to pay debt service requirements during the next calendar year** (i.e. Assuming the current year is year 1, use January - December year 2 payments to complete the year 1 Form C) Include the principal and interest payments due on outstanding general obligation bond issues plus anticipated fees of any transfer agent or paying agent due during the next calendar year. 2,099,185
3. **Estimated costs of collection and anticipated delinquencies (i.e. collector fees & commissions & assessment fund withholdings)**  
Experience in prior years is the best guide for estimating uncollectible taxes.  
It is usually 2% to 10% of Line 2 above. 209,919
4. **Reasonable reserve up to one year's payment**  
(i.e. Assuming the current year is year 1, use January - December year 3 payments to complete the year 1 Form C) It is important that the debt service fund have sufficient reserves to prevent any default on the bonds.  
Include payments for the year following the next calendar year, accounted for on Line 2. 2,117,723
5. **Total required for debt service**(Line 2 + Line 3 + Line 4) 4,426,827
6. **Anticipated balance at end of current calendar year**  
Show the anticipated bank or fund balance at December 31st of this year (this will equal the current balance minus the amount of any principal or interest due before December 31st plus any estimated investment earning due before December 31st). Do not add the anticipated collections of this tax into this amount. 1,731,402
7. **Property tax revenue required for debt service** (Line 5 - Line 6)  
Line 6 is subtracted from Line 5 because the debt service fund is only allowed to have the payments required for the next calendar year (Line 2) and the reasonable reserve of the following year's payment (Line 4). Any current balance in the fund is already available to meet these requirements so it is deducted from the total revenues required for debt service purposes. 2,695,425
8. **Computation of debt service tax rate** (Line 7 / Line 1 x 100)  
Round a fraction to the nearest one/one hundredth of a cent. 0.7170
9. **Less voluntary reduction by political subdivision**
10. **Actual rate to be levied for debt service purposes \*** (Line 8 - Line 9)  
**Enter this rate on Line AA of the Summary Page.**

\* The tax rate levied may be lower than the rate computed as long as adequate funds are available to service the debt requirements.



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

Informational Data

(2019)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

Table with 3 columns: Name of Political Subdivision (City of Raymore), Political Subdivision Code (09-019-0014), Purpose of Levy (General Revenue)

This page shows the information that would have been on the line items for the Summary Page, Form A, and/or Form B had no voluntary reduction(s) been taken in prior even numbered year(s).

Based on Prior Year Tax Rate Ceiling as if No Voluntary Reductions were Taken

- Step 1 The governing body should hold a public hearing and adopt a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate.
Step 2 Submit a copy of the resolution, policy statement, or ordinance to the State Auditor's Office for review.

Informational Summary Page

Table with 2 columns: Description (A-F) and Value (0.4685, 0.4389, 1.0000, 0.4389)

Informational Form A

Table with 2 columns: Description (9-18) and Value (8.7729%, 1.9000%, 334,754,591, 0.4685, 1,568,325, 1.9000%, 29,798, 1,598,123, 364,122,381, 0.4389)

Informational Form B

Table with 2 columns: Description (6-15) and Value (blank)



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

Informational Data

(2019)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

Table with 3 columns: Name of Political Subdivision (City of Raymore), Political Subdivision Code (09-019-0014), Purpose of Levy (Parks & Recreation)

This page shows the information that would have been on the line items for the Summary Page, Form A, and/or Form B had no voluntary reduction(s) been taken in prior even numbered year(s).

Based on Prior Year Tax Rate Ceiling as if No Voluntary Reductions were Taken

- Step 1 The governing body should hold a public hearing and adopt a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate.
Step 2 Submit a copy of the resolution, policy statement, or ordinance to the State Auditor's Office for review.

Informational Summary Page

Table with 2 columns: Description (A-F) and Value (0.1261, 0.1181, 0.1181, 0.1500, 0.1181)

Informational Form A

Table with 2 columns: Description (9-18) and Value (8.7729%, 1.9000%, 334,754,591, 0.1261, 422,126, 1.9000%, 8,020, 430,146, 364,122,381, 0.1181)

Informational Form B

Table with 2 columns: Description (6-15) and Value (blank, blank, blank, blank, blank, blank, blank, blank, blank, blank, blank, blank)





**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: August 12, 2019

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

<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 3479: Foxwood Drive Right-turn Lane Reimbursement Agreement

**STRATEGIC PLAN GOAL/STRATEGY**

2.2.2: Create and maintain a well-connected transportation network

**FINANCIAL IMPACT**

Award To:	
Amount of Request/Contract:	
Amount Budgeted:	\$800,000
Funding Source/Account#:	Fund 37: Excise Tax

**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**

Reimbursement Agreement

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

To improve safety and functionality of vehicles traveling through the intersection of Foxwood Drive and Fox Ridge Drive, the proposed FY2020 Capital Improvement Program calls for the construction of a right-turn lane for eastbound traffic on Foxwood Drive at its intersection with Fox Ridge Drive.

HyVee Inc., as part of the construction of a new Fast and Fresh Market Store, will be making road improvements to provide access to its site on the southwest corner of the intersection. HyVee plans to construct two public roads adjacent to the site, Rye Drive and Brome Drive, and will construct a right-turn lane for southbound traffic on Fox Ridge Drive into the site and onto Brome Drive.

To minimize disruption to vehicle traffic due to road construction activity and to achieve coordination of the timing of the road projects, City staff desires to enter into a reimbursement agreement to allow HyVee to install the right-turn lane along Foxwood Drive as part of its store construction project. HyVee will be reimbursed up to \$800,000 for the cost of construction of the Foxwood Drive turn lane.

This project is being done in a similar manner to the agreements to extend Johnson Drive and Foxridge Drive while the developers were doing similar work in those areas.



**BILL 3479**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A STREET IMPROVEMENT REIMBURSEMENT AGREEMENT WITH HY-VEE, INC. TO CONSTRUCT A RIGHT-TURN LANE FOR EASTBOUND FOXWOOD DRIVE AT ITS INTERSECTION WITH FOX RIDGE DRIVE."**

**WHEREAS**, the City has identified a project in the FY20 Capital Improvement Program to install a right-turn lane for eastbound traffic on the south side of Foxwood Drive at its intersection with Fox Ridge Drive to improve traffic flow and traffic safety along the roadway; and

**WHEREAS**, Hy-Vee, Inc. intends to construct road improvements in the vicinity of the intersection to provide access to a proposed Fast and Fresh Market store that will be located at the southwest corner of the intersection of Foxwood Drive and Fox Ridge Drive, including two new public streets (Rye Drive and Brome Drive) along the west and south sides of the property and adding a right-turn lane for southbound traffic on the west side of Fox Ridge Drive to provide access to the property and access to Brome Drive; and

**WHEREAS**, to minimize disruption to vehicle traffic due to road construction activity and to achieve coordination of the timing of the road projects in the area, the City desires Hy-Vee, Inc. to design and construct the right-turn lane along Foxwood Drive as part of its store construction project; and

**WHEREAS**, the City desires to have the construction of this turn lane advanced, and to provide for reimbursement of up to \$800,000 of the construction costs for the same.

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

Section 1. The City Manager is hereby directed to enter into the Foxwood Drive Right-Turn Lane Reimbursement Agreement, attached as Exhibit A, with Hy-Vee, Inc.

Section 2. The City Manager and City Clerk are authorized to execute the reimbursement agreement.

Section 3. The City Manager is directed to take all steps necessary and appropriate to effectuate the reimbursement agreement and to pay up to, but not exceeding, \$800,000.

Section 4. 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 12TH DAY OF AUGUST, 2019.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH DAY OF AUGUST, 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

## **FOXWOOD DRIVE RIGHT-TURN LANE**

### **REIMBURSEMENT AGREEMENT**

THIS REIMBURSEMENT AGREEMENT (this "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between THE CITY OF RAYMORE, a Missouri municipal corporation and constitutional charter city located in Cass County (the "City") and HY-VEE, INC., having a principal office at 5820 Westown Parkway in West Des Moines, Iowa (the "Developer").

### **RECITALS**

**WHEREAS**, the City has identified a project for the FY20 Capital Improvement Program to install a right-turn lane for eastbound traffic on the south side of Foxwood Drive at its intersection with Fox Ridge Drive (the "Intersection") to improve traffic flow and traffic safety along the roadway; and

**WHEREAS**, the Developer intends to construct road improvements in the vicinity of the Intersection to provide access to a proposed Hy-Vee Fast and Fresh Market store that will be located at the southwest corner of the intersection of Foxwood Drive and Fox Ridge Drive (the "Property"), including two new public streets (Rye Drive and Brome Drive) along the west and south sides of the Property and adding a right-turn lane for southbound traffic on the west side of Fox Ridge Drive to provide access to the Property and access to Brome Drive; and

**WHEREAS**, to minimize disruption to vehicle traffic due to road construction activity and to achieve coordination of the timing of the road projects in the area, the City desires the Developer to design and construct the right-turn lane along Foxwood Drive as part of its store construction project; and

**WHEREAS**, City Council consents that the Developer will enter into a contract with Olsson Associates to provide engineering services to design the road improvements and will subsequently enter into an agreement with a private contractor to construct a right-turn lane on Foxwood Drive and relocate the traffic signal pole at the southwest corner of the Intersection; and

**WHEREAS**, the City Public Works Director will review all design work and construction documents to ensure all work is completed in accordance with all Codes and Ordinances of the City of Raymore; and

**WHEREAS**, the City has available fund balance in the Excise Tax Fund for the design and construction of the right-turn lane and associated traffic signal relocation work; and

**WHEREAS**, the City Council deems it fair and appropriate that the City reimburse the Developer for costs associated with the design and construction of the right-turn lane.

## AGREEMENT

NOW, THEREFORE, in consideration of the above premises and the mutual promises and obligations of the parties hereto, each party hereby agrees as follows:

1. The Developer will enter into an agreement with Olsson Associates to provide engineering services to design the right-turn lane for eastbound traffic on the south side of Foxwood Drive at its proposed intersection with Rye Drive and with its intersection with Fox Ridge Drive, including plans for the relocation of the existing traffic signal pole, and relocation of the existing sidewalk and installation of ADA ramps at Rye Drive and Fox Ridge Drive.
2. The City Public Works Director shall review and approve the engineering and construction plans prior to commencement of any site work.
3. The Developer will enter into an agreement with a private contractor to construct the improvements identified above.
4. Reimbursement. Reimbursement under this agreement shall be made in a manner consistent with City policy, and subject to conditions deemed appropriate by the City including the following:

(i). The amount of reimbursement shall be based upon the actual construction costs incurred by the developer in constructing the improvements. Invoices for the work shall be submitted verifying costs incurred and are subject to acceptance by the City Engineer.

(ii). Per unit construction cost estimates for reimbursable items included in the improvements are attached hereto in Exhibit "A" and incorporated herein by this reference. Construction plans shall be submitted to the City, and are subject to acceptance by the City Engineer.

(iii). Payment for the improvements in an amount not to exceed \$800,000.00 are available in the Excise Tax Fund and will be dispersed on a monthly basis based on the value of work performed. The City will retain 5% of the value of the construction improvements until said improvements have been approved and accepted by the City Council.

(iv). In the event there are funds remaining, after all of the improvements associated with construction of the right-turn lane along Foxwood Drive are completed, from the City's allocation of \$800,000 towards the project cost, the remaining funds may be utilized towards the construction of the median on Fox Ridge Drive that will create the traffic lanes to allow left-turn movements for northbound traffic on Fox Ridge Drive at its intersection with Foxwood Drive.

5. Notices. Any notice, demand, or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and

shall be sufficiently given or delivered if dispatched by certified United States First Class Mail, postage prepaid, or delivered personally,

(i). In the case of the Developer, to:

Hy-Vee, Inc.  
5820 Westown Parkway  
West Des Moines, IA 50266  
Attention: Real Estate Dept.

And with a copy to the same address, but Attn: Legal Dept.

(ii) In the case of the City, to:

The City of Raymore  
100 Municipal Circle  
Raymore, Missouri 64083  
Attention: City Manager

or to such other designee or address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph.

6. Choice of Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by, the laws of the State of Missouri for all purposes and intents.
7. Entire Agreement; Amendment. The parties agree that this Agreement constitutes the entire agreement on the construction and reimbursement for the construction of the right-turn lane on Foxwood Drive at its intersection with Rye Drive and Fox Ridge Drive. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.
8. Severability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.
9. City Representatives Not Personally Liable. No official, agent, employee, or representative of the City shall be personally liable to the Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.
10. Mutual Assistance. The parties agree to take such actions, including the execution and delivery of such documents, and the obtaining of grants of access as may be necessary or appropriate to carry out the terms, provisions and intent of this

Agreement and which do not impair the rights of the signing party as they exist under this Agreement, and to aid and assist each other in carrying out said terms, provisions and intent; *provided that* nothing herein shall be construed to obligate the City, acting as a party hereto, to grant municipal permits or other approvals it would not be obligated to grant, acting as a political subdivision, absent this Agreement.

11. Indemnification. The Developer hereby agrees to indemnify, defend and hold harmless the City and its past, present and future employees, officers and agents from any and all claims arising from the construction by the Developer or its contractors of the street improvements described in this Agreement or from the City's inspection or lack of inspection of the plans, specifications and construction of or for such street improvements. At its cost and expense, City shall be entitled to engage counsel of its choice and participate in the defense of any such claims and the Developer agrees to reasonably cooperate with City and its counsel in such defense. In no event shall the foregoing indemnity apply to any claim relating to the failure or claimed failure of the City to maintain the street improvements after they are completed and accepted by the City.
12. Authority. The undersigned represents that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be effective until approved by ordinance duly enacted by the City Council of the City of Raymore, Missouri.
13. No Waiver. The parties agree that execution of this agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which the Developer must comply and does not in any way constitute prior approval of any future proposals for development. No part of this agreement shall be construed to relieve the Developer from installing required improvements related to their development in accordance with the City Code and approved engineering plans.
14. Compliance with Laws. Developer and its subcontractors shall comply with all applicable federal, state and local laws, ordinances and regulations *including but not limited to applicable worker's compensation, insurance or bonding requirements, prevailing wage requirements and Occupational Safety and Health Administration (OSHA) rules and regulations.* Developer and its subcontractors shall provide documentation and supporting materials as may be necessary to City, upon written request for the same, confirming compliance with all applicable federal, state and local laws, ordinances or regulations.
15. Incentive District. The Developer agrees to not contest inclusion into any future financial incentive district that includes the Property.
16. No Partnership. It is expressly understood that the parties are not now, nor will they be, engaged in a joint venture, partnership or any other form of business relationship except as expressly set forth herein, and that no party shall be

responsible for the conduct, warranties, guarantees, acts, errors, omissions, debts, obligations or undertakings of any kind or nature of the other in performance of this Agreement.

17. City Approvals. In each case where the City has approval rights, such approval by the City shall not be unreasonably withheld, conditioned or delayed.
18. The City and the Developer may seek damages, reasonable costs and attorney's fees in the event that there arises any dispute between the City and the Developer over the completion of the improvements and/or reimbursement of the costs.
19. Closing Contingency. This Agreement shall be contingent upon Developer closing on the purchase of the Property.

IN WITNESS WHEREOF, the City, and the Developer have caused this Agreement to be executed in their respective names and caused their respective seals to be affixed thereto, and attested as to the date first above written.

(SEAL)

THE CITY OF RAYMORE, MISSOURI

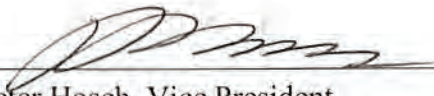
By: \_\_\_\_\_  
Kristofer P. Turnbow, Mayor

Attest:

\_\_\_\_\_  
Jean Woerner, City Clerk

(SEAL)

Hy-Vee, Inc.

By:   
Peter Hosch, Vice President

Attest:

  
Nathan Allen, Assistant Secretary

Attachments:  
Exhibit "A" – Estimated Costs



**EXHIBIT "A"**  
**ESTIMATED COSTS**

		Quantity	Unit Cost	Total
<b>58 turn lane</b>				
3 Curb Removal	Lin Foot	900	\$10.00	\$9,000.00
8 Sidewalk Removal	LF	600	\$10.00	\$6,000.00
17 ADA Ramp	Each	1	\$5,000.00	\$5,000.00
14 Curb Inlet Modifications	Each	1	\$5,000.00	\$5,000.00
7 Excavation	Cu Yds	300	\$50.00	\$15,000.00
15 New 7 x 4 Curb Inlet	Each	1	\$7,500.00	\$7,500.00
16 Sidewalk	Sq Ft	3000	\$7.50	\$22,500.00
18 New Curb	LF	600	\$30.00	\$18,000.00
19 Subgrade Mod. (Flyash)	Sq Yds	740	\$15.00	\$11,100.00
20 10" Concrete Base	Sq Yds	12	\$200.00	\$2,400.00
21 10" Type 1 Asphalt Base	Sq Yds	860	\$70.00	\$60,200.00
22 2" Type 3 Asphalt Surface	Sq Yds	860	\$25.00	\$21,500.00
23 Striping	LS	1	\$1,500.00	\$1,500.00
24 Erosion Control	LS	1	\$500.00	\$500.00
25 Sod	Sq Yds	100	\$10.00	\$1,000.00
				<b>\$186,200.00</b>
<b>Utilities</b>				
9 AT&T vault modification	LS	1	\$5,000.00	\$5,000.00
10 Air release vault modification	Each	1	\$5,000.00	\$5,000.00
11 Signal Relocation	Each	1	\$200,000.00	\$200,000.00
12 Power Pole Relocation	Each	1	\$60,000.00	\$60,000.00
13 Street Light Relocation	Each	2	\$10,000.00	\$20,000.00
				<b>\$290,000.00</b>
			sub total	<b>\$476,200.00</b>
1 Mob, Bonds & Insurance	Lump Sum	1	\$25,000.00	\$25,000.00
2 Traffic Control	LS	1	\$20,000.00	\$20,000.00
				<b>\$521,200.00</b>
			20%	<b>\$104,240.00</b>
			<b>Total</b>	<b>\$625,440.00</b>





**CITY OF RAYMORE  
AGENDA ITEM INFORMATION FORM**

DATE: August 12, 2019

SUBMITTED BY: Jeanie Woerner

DEPARTMENT: City Clerk

<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**

Approval of the annual personal financial disclosure to Missouri Ethics Commission

**STRATEGIC PLAN GOAL/STRATEGY**

4.3.3 Demonstrate dedication to ethical behavior and transparency to public trust

**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:  
Date:  
Action/Vote:

**LIST OF REFERENCE DOCUMENTS ATTACHED**

REVIEWED BY:

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

Bill 3478 establishes the City of Raymore's public procedures for disclosing potential conflicts of interest and personal financial disclosure as provided for in Sections 105.483 and 105.485 (4) RSMo.

**BILL 3478**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ESTABLISHING A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN OFFICIALS AND CANDIDATES FOR ELECTIVE OFFICES."**

**WHEREAS**, as outlined in RSMo. Sections 105.483 and 105.485(4), a political subdivision with an annual budget in excess of one million dollars must adopt an Ordinance at an open meeting to submit to the Missouri Ethics Commission no later than Sept. 15, 2019, establishing and making public our method of disclosing potential conflicts of interest.

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

Section 1. Declaration of Policy

The proper operation of government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office shall not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the City.

Section 2. Conflicts of Interest

- a. All elected and appointed officials, as well as employees of a political subdivision, must comply with Section 105.454 of the Missouri Revised Statutes on conflicts of interest as well as any other state law governing official conduct.
- b. Any member of the governing body of a political subdivision who has a "substantial or private interest" in any measure, bill, order, or Ordinance proposed or pending before such governing body must disclose that interest to the secretary or clerk of such body and such disclosure shall be recorded in the appropriate journal of the governing body. Substantial or private interest is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly, or indirectly of: (1) 10% or more of any business entity; or (2) an interest having a value of \$10,000 or more; or (3) the receipt of a salary, gratuity, or other compensation or remuneration of \$5,000 or more, per year from any individual partnership, organization, or association within any calendar year.

### Section 3. Disclosure Reports

Each elected official, candidate for elective office, the Chief Administrative Officer, the Chief Purchasing Officer, and the full-time general counsel shall disclose the following information by May 1, if any such transactions occurred during the previous calendar year:

- a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, in any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee, or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision.
- b. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee, or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.
- c. The Chief Administrative Officer and the Chief Purchasing Officer also shall disclose by May 1 for the previous calendar year the following information:
  1. The name and address of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by the statement;
  2. The name and address of each sole proprietorship that he owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or co- participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests;

3. The name and address of each corporation for which such person served in the capacity of a director, officer, or receiver.

Section 4. Filing of Reports.

The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year;

- a. Every person required to file a financial interest statement shall file the statement annually no later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the City Council may supplement the financial interest statement to report additional interest acquired after December 31 of the covered year until the date of filing of the financial interest statement.
- b. Each person appointed to office shall file the statement within thirty days of such appointment or employment;
- c. Financial disclosure reports giving the financial information required in Section 3 shall be filed with the local political subdivision and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

Section 5. Filing of Ordinance. A certified copy of this Ordinance, adopted prior to Sept. 15, shall be sent within ten days of its adoption to the Missouri Ethics Commission.

Section 6. 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 7. 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 12TH DAY OF AUGUST, 2019.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH DAY OF AUGUST, 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**  
**AGENDA ITEM INFORMATION FORM**

DATE: August 12, 2019

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

<input checked="" type="checkbox"/> Ordinance	<input checked="" 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 3480 - Bulk Road Salt

**STRATEGIC PLAN GOAL/STRATEGY**

2.3 Improve safety for all modes of travel throughout the community

**FINANCIAL IMPACT**

Award To:	Central Salt, LLC
Amount of Request/Contract:	\$45/ton for product, \$17.85/ton for delivery
Amount Budgeted:	\$67,500
Funding Source/Account#:	Street Maintenance Operating Budget

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
September 1, 2019	August 31, 2022

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Contract

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

Staff prepared a Request for Bid (RFB) to provide delivery of bulk road salt to the City. The RFB was also publicly advertised. Five vendors responded to the notice for bid and requested documents.

The quote for this contract was received on July 18, 2019. One bid was received with four vendors submitting "No Bids".

Bidder	Cost per ton	Fuel Charge	Delivery per ton
Central Salt, LLC	\$45.00	None	\$17.85

Staff checked references for work recently performed for other public agencies. There were no issues or concerns about the work performed. Staff recommends award of the contract to Central Salt, LLC.

**BILL 3480**

**ORDINANCE**

**“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CENTRAL SALT, LLC FOR SUPPLY/DELIVERY OF BULK ROAD SALT.”**

**WHEREAS**, quotes for the delivery of bulk road salt were solicited in accordance with the City of Raymore Purchasing Policy; and

**WHEREAS**, Central Salt, 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 hereby directed to enter into a contract with Central Salt, LLC, for the purchase and delivery of bulk road salt as needed.

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

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 12TH DAY OF AUGUST, 2019.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH DAY OF AUGUST, 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

**BULK ROAD SALT WITH DELIVERY**

This Contract for Bulk Road Salt with Delivery, hereafter referred to as the **Contract** is made this 26th day of August, 2019, between Central Salt, LLC, an entity organized and existing under the laws of the State of Kansas, with its principal office located at 1420 State Highway 14, Lyons, KS 67554, 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 August 26, 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.

**CONTRACTUAL**

This contract is written for an initial one year term beginning September 1st, 2019 and ending August 31, 2020 with automatic renewal of two additional one year terms unless the contractor notifies the City in writing prior to May 1st of 2020 for the second year renewal and May 1st of 2021 for the third year renewal. Prices to remain firm through first year term except for fuel price adjustments. Contractor shall be required to submit documentation to the City regarding any price increases in subsequent renewal years at least 120 days prior to contract term end of that

year. If no proposed increase is submitted to the City, pricing will remain as given for prior year.

Quoted quantities are estimates only and may be either increased or decreased according to the needs of the City with no adjustment in price. Purchases will be made on an "as needed" basis. No guarantee is made as to quantities purchased.

The City reserves the right to terminate the current contract if vendor is unable to meet any of the City requirements, the City may purchase material from another vendor or cancel the agreement at which time the vendor must reimburse the City for any expenses incurred, i.e. - increased costs, special delivery charges, etc.

### **QUANTITY**

Contractor agrees to provide Bulk Road Salt as described in this document and attached as Appendix A.

### **DELIVERY**

1. Liability for product delivery remains with the Contractor until the product is properly delivered and signed for.
2. Delivery is to be made to the Public Works facility located at 1021 S. Madison, Raymore, MO 64083
3. All deliveries must be signed by a representative of the City and must be accompanied by a delivery ticket with the following information: Name of Contracted Company, tonnage, date of delivery, and drivers signature.
4. Delivered goods that do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the Contractor.
5. Salt must be delivered in bulk lots and must be protected during transit by waterproof cover, as required by weather conditions.
6. All orders must be delivered in full within a maximum of 10 business days of order placement to avoid penalties.
7. Contractor must give a minimum of 24 hours notice before delivery and deliveries must be made within normal business hours (7 am. – 3:00 pm) or pay overtime charges incurred by the City.
8. Expected delay in delivery must be reported to the City immediately with the reason, anticipated delivery, and with acknowledgement of the penalty outlined below.
9. The City reserves the right to cancel any tonnage not delivered by the contractor within the agreed timeframe.
10. Any Contractor who defaults on delivery as defined in this solicitation may be suspended from consideration of awards on future contracts.
11. Vendor will be responsible for any damage done to salt shed facilities.

## **PRICING**

Pricing shall remain in effect as shown in Appendix A contract pricing for an initial one year term beginning September 1, 2019 and ending August 31, 2020 with automatic renewal of two additional one year terms according to the "Contractual" section above. Prices to remain firm through first year term except for fuel price adjustments. Contractor shall be required to submit documentation to the City regarding any price increases in subsequent renewal years at least 90 days prior to contract term end of that year. If no proposed increase is submitted to the City, pricing will remain as given for prior year.

## **QUALITY**

All products provided by the Contractor must meet all Federal, State and Local standards including the Department of Transportation regulations for quality and safety requirements.

Salt composition must follow MoDOT test method T32 and moisture content shall not exceed 2%.

## **INVOICING**

Invoices must include number for each delivery ticket number of tons for each load, name of trucking company and acknowledgment if any use of unloading equipment.

Invoices are to be received in duplicate and will be paid within 30 days after receiving proper invoices and will not be made on unsigned ticket loads.

## **CANCELLATION**

The City specifically reserves the right to cancel the contract, or any portion thereof, if, in the opinion of the Public Works Director or his representative the services or materials supplied by the Contractor are not satisfactory or are not consistent with the terms of the contract.

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, certified facsimile or email. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or email. If the Contractor fails to correct any default(s) after notification of such default(s) are of such that they endanger the health, safety and/or welfare of the residents of Raymore, City may terminate this contract immediately and retain the services of

an alternative contractor to perform the services for which Contractor may be held liable for such costs.

Without Cause – The City may cancel or terminate this agreement at any time without cause by providing sixty (60) days written notice, by certified mail, facsimile or email to the Contractor.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with the bid specifications. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding requirements of this contract and orders issued prior to the effective date of cancellation.

No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as an acceptance of deficient or unsatisfactory services.

### **ARBITRATION**

In case of a dispute, the Contractor and the City may each agree to 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.

### **PENALTIES**

Deliveries must be completed within 10 business days of order and during normal business hours. Failure to do so will result in a \$200 daily deduction from overall bill and overtime hours will be credited against final bill.

Failure to load salt in the designated storage facilities will result in a \$200 deduction from the delivery and loading price.

### **INSURANCE**

Contractor agrees to carry liability and workman's compensation insurance, satisfactory to the City, and to indemnify the City against all liability, loss and damage arising out of any injury to persons and property caused by Contractor, his sub-contractors, employees or agents.

### **SUBCONTRACTORS**

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



insurance companies, showing insurance coverage to the same extent and the amount required by the successful Contractor in addition to an Occupational License.

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

### **EXPECTATION OF PRIORITY SERVICE**

The intent of this solicitation is to establish the City of Raymore account as a "priority" account with the successful bidder. Orders for bulk salt placed by the City of Raymore during season should be filled in the contractual order line they were received and should take precedence over non-contractual orders at all times.

### **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.

**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)

**CENTRAL SALT, LLC**

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

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

Attest: \_\_\_\_\_

## **APPENDIX A SPECIFICATIONS**

SALT – Medium De-Ice Rock Salt – Bulk Quantities

### **TYPICAL CUMULATIVE SCREEN ANALYSIS:**

U.S.S	Tyler	Inch Opening	Cumulative Retention
3/8	.371 in.	.375	2.1%
#4	4 mesh	.187	56.8%
#8	8 mesh	.0937	91.9%
#16	14 mesh	.0469	98.9%
#30	28 mesh	.0234	99.2%

DELIVERY – 1021 S Madison St., Raymore, MO 64083

QUANTITY – Annual Estimated – 1,200 tons. The City of Raymore reserves the right to increase or reduce the estimated tons. No adjustments will be made to the unit prices bid on the contract because of increase or reduction.

---

### **ADDITIONAL INFORMATION**

Project is tax exempt.

### E - VERIFY AFFIDAVIT

(As required by Section 285.530,RSMo)

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 Lori Young, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Lori Young, CSR Supervisor

Company: Central Salt, LLC

Address: 1420 State Hwy 14, Lyons, KS 67554

- 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 # 19-007.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

4 Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Central Salt, LLC

Company Name

Lori Young  
Signature

Name: Lori Young

Title: Customer Service Supervisor

STATE OF Kansas COUNTY OF Rice

Subscribed and sworn to before me this 17th day of July, 2019.

Notary Public: Brandi Procopio

My Commission Expires: 1-25-21 Commission # 1131854



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.

The Owner reserves the right to reject any or all proposals and to waive informalities or deficiencies therein. To negotiate with any or all bidders or others for more favorable terms or prices, and to award a contract to other than the bidder submitting the lowest cost bid proposal, with or without negotiation and to determine which is the lowest best and most responsive, to accept, at its option, any alternates and to approve the bond.

**PROPOSAL FORM A**  
RFP 19-007

**PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS**

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

FIRM NAME: Central Salt, LLC

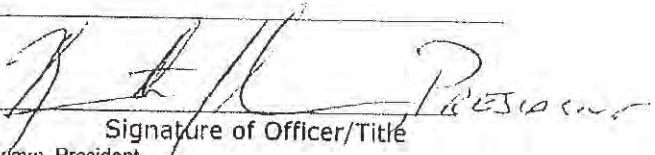
ADDRESS: 1420 State Hwy 14  
Street

ADDRESS: Lyons, KS 67554  
City State Zip

PHONE: (620)257-5626 ext 505

E-MAIL: lyoung@centralsalt.com

DATE: 7/17/2019  
(Month-Day-Year)

  
Signature of Officer/Title  
Ken Grimm, President

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 19-007

**CONTRACTOR DISCLOSURES**

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

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



## **Legal Matters**

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

Yes  No If yes, provide details in an attachment.

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

Yes  No If yes, provide details in an attachment.

## **Required Representations**

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

1. The Firm will possess all applicable professional and business licenses required for performing work in Raymore, Missouri.
2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Firm and all subcontractors that are employed or that may be employed in the 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 interest 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 19-007

**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

<b>COMPANY NAME</b>	State of Kansas
<b>ADDRESS</b>	900 SW Jackson Street, Room 102-N, Topeka, KS 66612
<b>CONTACT PERSON</b>	Todd Herman
<b>CONTACT EMAIL</b>	todd.herman@ks.gov
<b>TELEPHONE NUMBER</b>	785-296-2375
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	18/19 Bulk Deice, 84,000 tons, completed June 2019

<b>COMPANY NAME</b>	Missouri Department of Transportation
<b>ADDRESS</b>	830 MoDOT Drive, Jefferson City, MO 65109
<b>CONTACT PERSON</b>	Tammy Young
<b>CONTACT EMAIL</b>	tammy.young@modot.mo.gov
<b>TELEPHONE NUMBER</b>	573-526-7929
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	18/19 Bulk Deice, 40,000 tons, completed April 2019

<b>COMPANY NAME</b>	State of Iowa DOT
<b>ADDRESS</b>	800 Lincoln Way, Ames, IA 50010
<b>CONTACT PERSON</b>	Rhonda Ruark
<b>CONTACT EMAIL</b>	rhonda.ruark@dot.iowa.gov
<b>TELEPHONE NUMBER</b>	515-239-1578
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	18/19 Bulk Deice, 36,000 tons, completed June 2019

<b>COMPANY NAME</b>	State of Oklahoma
<b>ADDRESS</b>	Will Rodgers Building, 2401 N Lincoln Blvd, Suite 116, OKC, OK 73105
<b>CONTACT PERSON</b>	Joyce Leivas
<b>CONTACT EMAIL</b>	joyce.leivas@omes.ok.gov
<b>TELEPHONE NUMBER</b>	405-521-3835
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	18/19 Bulk Deice, 15,000 tons, current through Sept 2019

<b>COMPANY NAME</b>	City of Blue Springs
<b>ADDRESS</b>	903 W Main, Blue Springs, MO 64015
<b>CONTACT PERSON</b>	Richard Edmission
<b>CONTACT EMAIL</b>	redmission@bluespringsgov.com
<b>TELEPHONE NUMBER</b>	816-220-4562
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	18/19 Bulk Deice, 16,000 tons, completed April 2019

State the number of Years in Business: 23

State the current number of personnel on staff: 6

**PROPOSAL FORM D**  
RFP 19-007

Proposal of Central Salt, LLC, organized and  
(Company Name)  
existing under the laws of the State of Missouri, doing business  
as Central Salt, LLC (\*)

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. 19-007- Bulk Road Salt with Delivery.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) NA, 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. 19-007**

**Bulk Road Salt with Delivery**

**BID SHEET**

1. **Cost for Salt, straight per ton:** \$ 45.00

2. **Delivery Charges per ton:**

Charge to Deliver to 1021 S. Madison, Raymore      \$ 17.85

3. **Fuel Surcharge:** \_\_\_\_\_ **Yes** \_\_\_\_\_  **No**

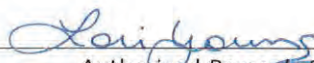
Please give fuel surcharge percent minimum and maximum.

Min. N/A %

Max. N/A %

**BID PROPOSAL FORM E - RFP 19-003  
CONTINUED**

**Company Name** Central Salt, LLC

**By**   
Authorized Person's Signature

Lori Young, CSR Supervisor  
Print or type name and title of signer

**Company Address** 1420 State Hwy 14  
Lyons, KS 67554

**Phone** (620)257-5626 ext 505

**Fax** (620)257-5052

**Email** lyoung@centralsalt.com

**Date** 7/17/19

**ADDENDA**

Bidder acknowledges receipt of the following addendum:

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

**LATE BIDS CANNOT BE ACCEPTED!**







**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: August 12, 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 3481 - Owen Good Force Main Project

**STRATEGIC PLAN GOAL/STRATEGY**

Goal 2.2.3 Value and protect natural resources and green spaces

**FINANCIAL IMPACT**

Award To:	Redford Construction Co.
Amount of Request/Contract:	\$563,180
Amount Budgeted:	\$700,000
Funding Source/Account#:	Ent. Capt. Maintenance Fund (54)

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
October 2019	January 2020

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Contract  
Project area map

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

This project involves replacement of the existing 24-inch ductile iron force main at the locations shown on the attached maps.

Bids for the Owen Good Force Main project were received on July 17, 2019, as follows:

Redford Construction	\$563,180
Breit Construction	\$633,837
Tasco LLC	\$658,260
J&N Utilities Inc.	\$959,800

Redford Construction Co. was determined to be the lowest and best bidder. Staff recommends the contract for the Owen Good Force Main Project to be awarded to Redford Construction Co. in the amount of \$563,180.

**BILL 3481**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH REDFORD CONSTRUCTION CO. FOR THE OWEN GOOD FORCE MAIN PROJECT, CITY PROJECT NUMBER 19-326-201, IN THE AMOUNT OF \$563,180 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."**

**WHEREAS**, the Owen Good Force Main project was included in the 2019 Capital Budget; and

**WHEREAS**, bids for this project were received on July 17, 2019; and

**WHEREAS**, Redford Construction Co. has been determined to be the 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 \$563,180 with Redford Construction Co. for the Owen Good Force Main project.

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

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 12TH DAY OF AUGUST, 2019.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH DAY OF AUGUST, 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



CITY OF RAYMORE  
CONTRACT FOR SERVICES

**Owen Good Force Main Repair**

This Contract for Owen Good Force Main Repair, hereafter referred to as the **Contract** is made this 26th day of August, 2019, between Redford Construction, an entity organized and existing under the laws of the State of Missouri, with its principal office located at PO Box 1065, 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 August 26, 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 19-326-201 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 \$563,180.00.

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, tools, 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 by the Contractor 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 or vendor with the necessary and applicable qualifications to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor or vendor 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 (but not simply frustration 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 a type and in such condition so as not to cause any damage to City property or the community at large. All equipment used within the jurisdictional boundaries of the City 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 their 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 shall not assign its responsibilities to any subcontractor without the prior written agreement of the City which may be granted at the sole discretion of the City.

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 CANCELLATION AND/OR TERMINATION OF AGREEMENT

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

to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or email. If the Contractor fails to correct any default(s) after notification of such default(s) are of such that they endanger the health, safety and/or welfare of the residents of Raymore, City may terminate this contract immediately and retain the services of an alternative contractor to perform the services for which Contractor may be held liable for such costs.

Without Cause – The City may cancel or terminate this agreement at any time without cause by providing sixty (60) days written notice, by certified mail, facsimile or email to the Contractor.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with the bid specifications. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding requirements of this contract and orders issued prior to the effective date of cancellation.

No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as an acceptance of deficient or unsatisfactory services.

#### ARTICLE IX ARBITRATION

In case of a dispute, the Contractor and the City may each agree to 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 the 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)

**REDFORD CONSTRUCTION, INC.**

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

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

Attest: \_\_\_\_\_

## **APPENDIX A**

### **SCOPE OF SERVICES AND SPECIAL PROVISIONS**

#### **Owen Good Force Main Repair**

##### **ANTICIPATED SCOPE OF SERVICES:**

- Installation of 24" ductile iron force main to replace the existing DIP force main. One segment is 1900 feet and the other is 150 feet long.
- Installation of an air/vacuum release valve in a new, 4 foot diameter concrete vault.
- The lift station ponds have a maximum storage capacity of three days. Contractor must take this into account during construction.

##### **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 Notice to Proceed shall be issued September, 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 of the lowest bid option.

**B. Clearing and Grubbing:** Clearing and Grubbing shall be considered a lump sum item for payment. The lump sum cost for this item shall include all equipment, labor and materials required to remove and dispose of trees, brush, other vegetation, rock, and any other materials, natural or man-made that must be removed from the job site.

**C. Construction and Survey Controls:** Construction and Survey Controls shall be considered a lump sum item for payment. The lump sum cost for this item shall include all equipment, labor, and materials required to develop and establish necessary control, detail dimensions, slope stakes and measurements required for proper layout and performance of the work. As-builts detailing alignment and elevation are required and are subsidiary to this line item.

- D. SWPPP and Land Disturbance Permit:** SWPPP and Land Disturbance Permit shall be considered a lump sum item for payment. The lump sum item shall cover all preparation, costs, paperwork and effort required to prepare a SWPPP and obtain a State Land Disturbance Permit. Any other permits required are subsidiary to this line item.
- E. 24-inch, Ductile Iron Pipe:** 24-inch, Ductile Iron Pipe shall be measured and paid for at the unit bid price per linear foot. The unit price for this item shall include all materials, necessary labor and equipment for excavation, installation of new pipe, fittings, backfill, testing, and removal of all construction debris and grading. The pipe shall have a pressure class of 250 and cement lined as per AWWA C104. All fittings shall be ductile iron conforming to current AWWA Specifications C110 and C153, have a pressure rating not less than the pipe and be Protecto 401 lined. All hardware shall be 316 stainless steel. All pipe and fittings shall be poly-wrapped. The pipe shall be American Fastite joint pipe or approved equal. Construction fencing to ensure public safety is subsidiary to this line item.
- F. Removal of Existing Force Main:** Removal of Existing Force Main shall be measured and paid for at the unit bid price per linear foot. The unit cost for this item shall include all materials, necessary labor and equipment for excavation and removal of, proper disposal of pipe, associated fittings, thrust blocks, encasements and plugging/capping of the existing ductile iron force main.
- G. Creek Crossing:** Creek Crossing shall be considered a lump sum item for payment. The lump sum cost for this item shall include all plan development, equipment, labor and materials required to install the new force main across the creek, in accordance with the plan developed by the contractor and approved by the City.
- H. Connect Existing Force Main to New Force Main:** Connect Existing Force Main to New Force Main shall be measured and paid for at the unit bid price per each connection. The unit cost for this item shall include all materials, necessary labor and equipment required to permanently connect the existing Ductile Iron Pipe to the new pipe with restrained, ductile iron fittings. All ductile iron fittings shall be poly-wrapped and all nuts, bolts, washers and connecting rods shall be 316 stainless steel.
- I. Temporary Reconnection:** Temporary Reconnection shall be measured and paid for at the unit bid price per each occurrence. The unit cost for this item shall include all material, necessary labor, and equipment required to temporarily reconnect the new force main pipe to the existing force main with restrained fittings. Fittings do not have to be poly-wrapped; and nuts, bolts, washers and connecting rods do not have to be stainless steel.



- J. Combination 22 ½ & 11 ¼ Degree Thrust Blocks:** Combination 22 ½ & 11 ¼ Degree Thrust Blocks shall be measured and paid for at the unit bid price per each. The unit cost for this item shall include all material, necessary labor and equipment required to install thrust blocks at locations indicated on the plans.
- K. 11 1/4 Degree Thrust Blocks:** 11 1/4 Degree Thrust Blocks shall be measured and paid for at the unit bid price per each. The unit cost for this item shall include all material, necessary labor and equipment required to install thrust blocks at locations where there are horizontal or vertical changes in pipe alignment.
- L. 45 Degree Thrust Blocks:** 45 Degree Thrust Blocks shall be measured and paid for at the unit bid price per each. The unit cost for this item shall include all material, necessary labor and equipment required to install thrust blocks at locations where there are horizontal or vertical changes in pipe alignment.
- M. Point Repair:** Point Repair shall be paid for at the unit bid price per each. The unit cost for this item shall include all necessary equipment, labor and materials to repair the force main, if so directed by the City, should a leak occur for any reason in an un-replaced section of the force main during the contract period. 100% of the unit price shall be paid if the flow line elevation at the leak is 0 to 10 feet below ground level, and 120% shall be paid if the flow line elevation at the leak is 10 feet or deeper.
- N. Combination Air/Vacuum Relief Valve:** Combination Air/Vacuum Relief Valve shall be paid for at the unit bid price per each. The unit price for this item shall include all labor, equipment and materials required to install a relief valve and concrete vault on the force main at the planned location. The relief valve is to be a Val Matic model 803ABW with Backwash accessories kit.
- O. 10' Concrete Trail Replacement:** 10' Concrete Trail Replacement shall be paid for at the unit bid cost per square foot. The unit bid price for this item shall include all labor, equipment and materials required to remove and dispose of any trail damaged or required to be removed for construction purposes, and to be replaced with 10' wide, 6" thick concrete trail. The mix shall be a KCMMB 4k design. The new trail shall be doweled into the existing trail.
- P. Privacy Fence Replacement:** Privacy Fence Replacement shall be measured and paid for at the unit bid price per linear foot. The unit bid cost for this item shall include all labor, equipment and materials required to remove, dispose of and replace any Privacy Fence removed or damaged during construction. Fence materials shall match as closely as possible the existing fence and meet with the homeowner's approval. Any

- posts required shall be set in concrete and be considered subsidiary to this line item.
- Q. Silt Fence:** Silt Fence shall be measured and paid for at the unit bid price per linear foot. The unit cost for this item shall include all material, necessary labor and equipment required to install, maintain or replace if damaged, and to remove at the end of the project.
- R. Concrete Encasement:** Concrete Encasement shall be measured and paid for at the unit price per linear foot. The cost for this item shall include all material, necessary labor and equipment required to install at the location indicated on the plans and as per detail.
- S. Rip-Rap:** Rip-Rap shall be measured and paid for at the unit bid price per square yard. The unit cost for this item shall include all material, necessary labor and equipment required to place Rip-Rap. Excavation and disposal material necessary for the proper installation to lines and grades shall be subsidiary to this item.
- T. Storm Sewer Crossings:** Storm Sewer Crossings will be paid for at the unit bid price per each. The unit bid price shall include all labor, materials and equipment required to place the new force main below the existing storm sewer. This shall include, but not limited to, replacing the storm sewer pipe with new pipe, replacing end sections if damaged, toe walls, rip rap and any other work required to return the storm sewer service.
- U. Restoration:** Restoration shall be considered a lump sum item for payment. The lump sum cost for this item shall include all labor, necessary equipment and materials to restore all areas disturbed by construction activities to pre-construction contours and a vegetated condition (APWA Section 2400, Mix 2 seeding at three times the prescribed rate).
- V. Sod:** Sod shall be measured and paid for at the unit bid price per square yard. The unit price shall include all labor, equipment and materials required to place and establish sod in the residential yard. The contractor shall be responsible for maintaining the sod in a growing condition for 90 days.

7. **2019 Force Main Replacement Specifications/Notes**

- The force main segments to be replaced are between sta. 106+88 to 108+38 (150 feet) and 73+50 to 92+53 (1903 feet).
- Materials are as follows:

- Pipe is ductile iron, American Fastite or approved equal, pressure class 250, cement lined.
  - Fittings are to equal or exceed the pressure class of the pipe, Protecto 401 lined.
  - All hardware is to be 316 stainless steel.
  - All the pipe and fittings are to be poly-wrapped with 8 MIL black polyethylene meeting ANSI/AWWA C105/A21.5 standards.
  - The combination air/vacuum relief valve is to be a Val Matic, model 803ABW with backwash accessories kit
- The new force main is to be placed in the existing, permanent easement wherever possible, above the existing gravity sewers. Temporary and permanent easements are currently being negotiated with the affected property owners.
  - Disruptions to the Owner's conveyance of wastewater during the force main work shall meet the following requirements. The Owen Good Lift Station may be deactivated by City staff for periods not to exceed 72 hours at a time to eliminate flow in the Owen Good Force Main. Any work requiring by-pass pumping or disruption of flow shall be closely coordinated with the City and shall be scheduled during a period of dry weather with a forecast clear of rain for the duration of the work.
  - The contractor shall be responsible for locking out/unlocking the force main pumps in tandem with the City. A City representative will provide access to and accompany the contractor to the lift station for this purpose.
  - Force main abandoned in place shall be plugged with a minimum of two feet of concrete at each end or capped with a restrained, ductile iron cap..
  - Vertical and horizontal alignment of the force main to be accomplished by deflection of pipe joints up to 80% of the manufacturer's maximum recommendations. Fittings shall be required for any deflections in excess of 80% of manufacturer's recommendations and alignment must remain within the existing 20' wide permanent easement.
  - The creek crossing (sta. 88+00 approximately) is to be accomplished by by-pass pumping the creek flow and de-watering the excavation. Rip-rap shall be placed from top of bank to top of bank, 15 feet wide centered on the pipe where it crosses the creek. Rip-rap shall meet the requirements of

Section 611.50.2.2 of the MoDot Standard Specifications for Highway Construction; with the exception that concrete will not be an acceptable material. Top of the encasement is to be a minimum of one foot below the current flowline of the creek.

- Seed mix for restoration is to be as per AWPA Section 2401, Mix #2. at three times the prescribed rate.
- The contractor is responsible for preparing the SWPPP, the state land disturbance permit and any other applicable permits.

## 8. ADDITIONAL INFORMATION

8.1 Project is tax exempt.

**CITY OF RAYMORE, MISSOURI**  
**RFP # 19-326-201**

**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 August, 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 Contractor 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 Contractor 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 the 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 of this contract 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*

Contractor 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.

Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of 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*

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 an 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 at any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Missouri, 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 at any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Missouri, 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 repair 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 at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the State of Missouri, 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 Section 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.

### E - VERIFY AFFIDAVIT

(As required by Section 285.530, RSMo)

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 CARRY HUDGON, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: CARRY HUDGON District Sec

Company: REDFORD CONSTRUCTION CO.

Address: P.O. Box 1065 RAYMORE MO 64083

- 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 # 19-326-201.
- 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.

Redford Construction Co.

Company Name

[Signature]

Signature

Name: LARRY HUDGENS

Title: ASSIST SEC.

STATE OF MISSOURI COUNTY OF JACKSON

Subscribed and sworn to before me this 16<sup>th</sup> day of JULY, 2019.

Notary Public: Leila A. Abell

My Commission Expires: Feb. 24, 2023 Commission # 15390999

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.

**Leila A. Abell**  
**Notary Public - Notary Seal**  
**STATE OF MISSOURI**  
**Jackson County Comm. #15390999**  
**My Commission Expires Feb. 24, 2023**

PROPOSAL FORM A  
RFP 19-326-201

**PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS**

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

FIRM NAME: REDFORD CONSTRUCTION CO.

ADDRESS: P.O Box 1065 Street

ADDRESS: Raymore Mo 64083  
City State Zip

PHONE: 816-540-2030

E-MAIL: larry@redfordconstruction.com

DATE: 7-17-19  
(Month-Day-Year)

[Signature] Assist Sec.  
Signature of Officer/Title

DATE: 7-17-19  
(Month-Day-Year)

[Signature]  
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 19-326-201

**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 the 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 interest 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 19-326-201

**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

<b>COMPANY NAME</b>	JCW
<b>ADDRESS</b>	11811 S SUNSET AVE Ks 66061
<b>CONTACT PERSON</b>	Andrew Wendel PE
<b>CONTACT EMAIL</b>	Andrew.wendel@JCW.ORG
<b>TELEPHONE NUMBER</b>	913-715-8540
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	LITTLE MILL CREEK No 7 2018 720,000

<b>COMPANY NAME</b>	City of Saint Joseph / Gentry Const
<b>ADDRESS</b>	1100 Frederic Ave St Joe MO 64501
<b>CONTACT PERSON</b>	
<b>CONTACT EMAIL</b>	
<b>TELEPHONE NUMBER</b>	816-271-5300
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	EASTSIDE PHASE 4 SACTON COUNTRY SEC 1 2015 5.3 million

COMPANY NAME	City of Indep. / Whiting-Turner
ADDRESS	
CONTACT PERSON	SHAR D. Liman, harr Project Coordinator
CONTACT EMAIL	
TELEPHONE NUMBER	816-325-7611
PROJECT, AMOUNT AND DATE COMPLETED	Rock Creek WWTP - Yards Paving + 20' F.M 774,000 <sup>00</sup> 2014

COMPANY NAME	City of Overland Park
ADDRESS	2500 Santa Fe Dr OP KS 66212
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	913-895-6034
PROJECT, AMOUNT AND DATE COMPLETED	103rd & Cornwell Flood Control Study Seen delocation 599,340 <sup>00</sup> 2015

COMPANY NAME	City of Kearney Mo
ADDRESS	
CONTACT PERSON	JIM Eldridge Cty Administrator
CONTACT EMAIL	Jeldridge@Kearneymo.us
TELEPHONE NUMBER	816-903-4729
PROJECT, AMOUNT AND DATE COMPLETED	West Interceptor Phase 2 Spring 2019 1.5 million

State the number of Years in Business: 25

State the current number of personnel on staff: 84

see Attchd Project Listing  
 AH

**PROPOSAL FORM D**

RFP 19-326-201

Proposal of REDFORD CONSTRUCTION, organized and  
(Company Name)  
existing under the laws of the State of MISSOURI, doing business  
as CORP (\*)

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. 19-326-201 – Owen Good Force Main Repair.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 2, 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. 19-326-201**

**Owen Good Force Main Repair**

**Base Bid**

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance	Lump Sum	1	25,000	25,000
Construction and Survey Controls	LS	1	1,500	1,500
Clearing and Grubbing	LS	1	6,500	6,500
SWPPP & Land Disturbance Permit	LS	1	10,000	10,000
24 inch Ductile Iron Pipe	Lin Ft	2050	170.00	348,500
Removal of Existing Force Main	LF	230	10.00	2,300
Creek Crossing	Each	1	5,000	5,000
Connection to existing sewer pipe	Each	4	8,500	34,000
Temporary Reconnection to Force Main	Each	1	8,200	8,200
22 ½ & 11 ¼ Thrust Blocks	Each	2	9,000	18,000
11 ¼ Thrust Blocks	Each	1	4,500	4,500
45 Degree Thrust Blocks	Each	4	5,200	20,800
Point Repair	Each	1	12,500	12,500
Combination Air/Vacuum Relief Valve	Each	1	14,000	14,000
Concrete Trail Replacement	Sq Ft	3500	6.00	21,000
Privacy Fence Replacement	Lin Ft	100	45	4,500
Silt Fence	Lin Ft	1000	2.00	2,000
Concrete Encasement	Lin Ft	50	150	7,500
Rip-rap	Sq yds	100	50	5,000
Storm sewer crossings	Each	2	1,000	2,000
Restoration	Acres	3	1,800	5,400
Sod	Sq Yd	830	6.00	4,980
<b>TOTAL BASE BID</b>				<b>563,180.00</b>

Total Base Bid for Project Number: 19-326-201

\$ 563,180.00

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

(\$ Five Hundred Sixty Three Thousand One Hundred)

In blank above write out the sum of the bid. *Eishy Dokes*



**BID PROPOSAL FORM E - RFP 19-326-201  
CONTINUED**

Company Name Redford Construction

By [Signature]  
Authorized Person's Signature

LARRY HUGHENIS ASSIST SEC.  
Print or type name and title of signer

Company Address P.O. Box  
1065 RAYMORE MO 64083

Phone 816-540-2030

Fax 816-540-3071

Email larry@redfordconstruction.com

Date 7-17-19

**ADDENDA**

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

**LATE BIDS CANNOT BE ACCEPTED!**

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



**ADDENDUM NO. 1**

Owen Good Force Main Repair

Project #19-326-201

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 - BID DUE DATE CHANGE & Clarification.**

**1. The creek shall be considered jurisdictional waters of the US, necessitating a Corps of Engineers' permit in addition to the state land disturbance permit.**

**2. The Temporary Connection is to be considered a Contingency item and may or may not be utilized. It will only be utilized at the prior approval of the City.**

**3. Bid opening date has been moved to July 17, 2019 10:00 a.m. Questions will not be accepted after July 12, 2019 5:00 p.m.**

**4. Maximum days to complete has been changed to 90 days. This does not change the 3 day limitation that the current line can be out of service due to the storage pond capacity.**

**5. It's expected that the project will be awarded in late August, but the Notice to Proceed can be delayed until fall. The date will be negotiated after the bid is awarded.**

**6. The residents at 1302 Cedar Ridge Circle, Tom and Pamala Hecker, were notified today (I spoke with their adult son, Trey) that the potential bidders may be coming by to check out the backyard.**

**7. Pre-Bid contractors:**

J&N Utilities	Breit Construction
Tasco LLC	Redford Construction
Pyramid Excavation	Hettinger Excavating

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at [kquade@raymore.com](mailto:kquade@raymore.com) or by phone at (816) 892-3045. There will be no questions allowed after July 12th, 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: REDFORD CONSTRUCTION Co.

By: [Signature] LARRY HUDGERS  
Title: Assist Sec.

Address: P.O BOX 1065  
City, State, Zip: RAYMORE MO 64083

Date: 7-17-19 Phone: 816-540-2030

Signature of Bidder: [Signature]

**ADDENDUM MUST BE SUBMITTED WITH BID**



Gas Line

1900' Section to  
be replaced





# Miscellaneous





THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, AUGUST 5, 2019, 6:30 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 6:30 p.m.

A. City Code

Staff and City Council discussed the revisions to Title I and Title II of the City Code that has been completely revised by staff.

B. Water and Sewer Rates

City staff presented the City Council with recommendations for water and sewer rates to take effect on November 1, 2019.

C. Other

Assistant City Manager Mike Ekey updated Council on the status of the trash carts.

Councilmembers discussed and agreed to move the work session meeting time to 7:00 p.m. when school starts.

The work session of the Raymore City Council adjourned at 7:32 p.m.