



# RAYMORE PARKS AND RECREATION BOARD

## **AGENDA**

**Tuesday, February 25, 2020**

**7:00PM - City Hall  
100 Municipal Circle  
Raymore, Missouri 64083**

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Personal Appearances**
- 5. Consent Agenda.**  
*The items on the Consent Agenda are approved by a single action of the Park Board. If any Board Member would like to have an item removed from the Consent Agenda and considered separately, he/she may so request.*
  - A. Park Board Minutes January 28, 2019
- 6. Staff Reports**  
Parks Superintendent  
Parks & Recreation Director
- 7. Unfinished Business - None**
- 8. New Business**
  - A. Award of Contract - Brinton Electric Action Item  
  
Staff is recommending award of contract with Brinton Electric for the Arboretum Light Replacement project at Memorial Park.
- 9. Public Comment**
- 10. Board Member Comment**
- 11. Adjournment**

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***Items provided under "Miscellaneous" in the Park Board Packet:***

- *January 28 - Work Session Notes*
- *February 11 - Work Session Notes*

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**EXECUTIVE SESSION (CLOSED MEETING)**

The Parks and Recreation Board may enter into an executive session before or during this meeting, if such action is approved by a majority of the Board present, with a quorum, to discuss:

- litigation matters as authorized by § 610.021 (1) RSMO,
- real estate acquisition matters as authorized by § 610.021 (2),
- personnel matters as authorized by § 610.021 (3), or
- 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) 331-0488 no later than forty-eight (48) hours prior to the scheduled commencement of the meeting.*

**THE RAYMORE PARKS AND RECREATION BOARD MET IN REGULAR SESSION TUESDAY, JANUARY 28, 2020, IN THE CITY HALL COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI.**

**MEMBERS PRESENT:** Chairman Trautman; Members Collier, Harris, Houdyshell, Manson, Supple and Williamson. Member Bartow was absent.

**STAFF PRESENT:** Director Musteen, Superintendent McLain, Superintendent Rulo.

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

**2. Roll Call**

**3. Pledge of Allegiance**

**4. Personal Appearances -** Councilmember Jay Holman presented Raymore Challenge Coins to Tom Reagan For his work with the Recreational Futsal Program.

**5. Consent Agenda**

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

A. Park Board Minutes October 22, 2019

**Motion:** Member Manson moved to accept the Park Board minutes of October 22, 2019  
Member Harris seconded the motion.

**Discussion:** Member Houdyshell noted some corrections that need to be made regarding Board member names. The corrections were noted and changed.

<b>Vote:</b>	7 Aye	Member Bartow	Absent
	0 Nay	Member Collier	Aye
	0 Absent	Member Harris	Aye
		Member Houdyshell	Aye
		Member Manson	Aye
		Member Supple	Aye
		Member Trautman	Aye
		Member Williamson	Aye

**6. Staff Reports**

Recreation Superintendent McLain highlighted his written report. Superintendent McLain introduced The new Recreation coordinator Corinne Daut and Intern Ty Chaney working with Todd Brennon. Athletic Coordinator Todd Brennon gave a report on the current basketball program.

Parks Superintendent Rulo highlighted his written report.

Parks & Recreation Director Musteen highlighted his written report.

**7. Old Business - None**

**8. New Business**

A. CAPRA Accreditation Process Presentation Item

Director Musteen presented a plan to begin the self evaluation phase towards national accreditation through the Nation Recreation Park and Recreation Association’s Commission for Accreditation of Park and Recreation Agencies.

**9. Public Comment**

**10. Board Member Comment**

**11. Adjournment**

**Motion:** Member Harris moved to adjourn the regular meeting.  
Member Manson seconds the motion.

**Discussion:** None

<b>Vote:</b>	7 Aye	Member Bartow	Absent
	0 Nay	Member Collier	Aye
	0 Absent	Member Harris	Aye
		Member Houdyshell	Aye
		Member Manson	Aye
		Member Supple	Aye
		Member Trautman	Aye
		Member Williamson	Aye

The regular meeting of the Raymore Park Board adjourned at 7:39 pm.

Respectfully submitted,  
Greta Naab  
Office Assistant

# **STAFF REPORT**

**To: Park Board**  
**From: Steve Rulo**  
**Parks Superintendent**  
**Date: February 25, 2020**  
**Subject: Parks and Maintenance Report**

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## **Park Operations**

- Staff have been helping out with all snow events.
- Staff is gearing up to start the preparation for Soccer and Baseball coming soon.
- Staff has made several yard games for the special events coordinator to use during camp and our special events. Examples are 2 sets of Corn hole, Yardzee, and Giant Jenga.
- Staff have set up times for the larger equipment to be picked up and get winterized.
- Staff has all rental ice skates on racks at the Station House.
- The Recreation Park Playground Project is going well, the equipment has been removed and the mulch material has started to be removed.
- Staff has kept an eye on the sod that was replaced in several goal mouths.
- Staff have done tree work in several parks.
- Staff started cleaning and painting the baseball bases for the start of the season.
- Staff will be getting a hold of the hydroseed contractor soon and have that set up for Hawk Ridge Park at the first sign of Spring.
- The restroom facility has been placed at T.B. Hanna and the project is moving right along.
- Superintendent attended the MPRA Conference at the Lodge of the Four Seasons last week.
- Superintendent Rulo attended the RPAC meeting while at the Conference.

## MONTHLY REPORT

February 2020

### HIGHLIGHTS

- Director Nathan Musteen attended the International Society of Arboriculture Conference in Overland Park, Kansas.
- Superintendents John McLain and Steve Rulo met with contractors and designers regarding T.B. Hanna Station project for planning and preparation of the prefabricated building delivery the week of February 3.
- Superintendents John McLain and Steve Rulo met with Grand Slam and USSSA baseball tournament directors to set the schedule for the 2020 season.
- Spirit of America Fireworks Display RFP was posted, proposals will be opened the week of February 24.
- Recreation Coordinator Corinne Daut conducted interviews for Spring Break Camp Counselors.
- Athletic Coordinator Todd Brennon attended the Kansas City Metro Soccer League meeting.
- Interviews were held for gym monitor positions and concession stand attendants.
- Recreation Coordinator Corinne Daut finalized plans for the Father-Daughter Valentine's Ball. The event was sold-out and held at the RAC.
- Limited booths are available for the Spring Craft Show on March 7. If interested, please contact the Parks & Recreation Office at 816-322-2791.
- Administrative staff coordinated efforts and assisted with the delivery and installation of the new Restroom/Concession building at T.B. Hanna Station. A 100-ton crane unloaded and set the pre-manufactured building onto its permanent location in the park on Friday. The building was built in Seattle and includes a small concession area, two fully accessible family restrooms and a pump room for the sprayground.
- Director Nathan Musteen and Parks Superintendent Steve Rulo attended the pre-bid meetings for the Arboretum Light replacement project at Memorial Park. The lights along the trail in the Arboretum will



be replaced with new LED lights and poles that match the original town street lamps.

- Athletic Coordinator Todd Brennon met with the baseball/softball Umpire in Chief to discuss the upcoming season schedule and trainings, and to prepare for league play.
- Recreation Coordinator Corinne Daut continues to recruit and interview for several positions for spring and summer. Positions include camp counselors, concessions staff and sports officials.
- Only a few spots are left for the upcoming [Spring Craft Show](#) on March 7 at the Raymore Activity Center.
- Bids were received for the Lawn and Landscape contract and the Arboretum Light replacement project.



In recognition of his service to the Raymore Parks and Recreation Department, Councilmember Jay Holman presented Raymore Challenge Coins to Tom Reagan for his work with the Recreational Futsal Program.

Mr. Reagan is moving with his family to the Joplin area.

Thank you for your service to our community!

## ***PARKS & RECREATION - JOB OPPORTUNITIES***



**RAYMORE**  
parks & recreation

# NOW HIRING

## Parks Maintenance Worker I

For more information or to apply, visit [Raymore.com/Jobs](http://Raymore.com/Jobs)



Looking for a *summer job?*

**RAYMORE PARKS & RECREATION IS HIRING!**

**POSITIONS:**  
Counselors (Age 16+)  
Concessions Monitors (Age 15+)  
Sports Officials (Age 15+)

Must be energetic, mature and able to follow directions.

**HAVE FUN & GET PAID!**

Fun  
Flexible schedule  
Looks great on future resumes/applications

Positions are open until filled.

[www.raymore.com/jobs](http://www.raymore.com/jobs)

**RAYMORE**  
parks & recreation




**RAYMORE**  
parks & recreation

**FRIDAY  
FOOD  
FEST**

**March 27  
6-8:30 p.m.  
Recreation Park**

**FOOD TRUCKS**   **LIVE MUSIC** 6:30-8 p.m.   **FAMILY FUN**



Ages 4th grade & under  
Bring your own basket!

City of Raymore's Annual  
**EASTER FESTIVAL**

**April 11 • Memorial Park**  
Hunt begins at 10 a.m. SHARP!  
Arrive by 9:45 a.m.

Free activities include:  
15,000+ eggs to hunt  
Photos with the Easter bunny  
Refreshments & more fun!

WATCH FOR THE  
COLORING CONTEST  
IN THE CLASSROOM,  
IN COOPERATION WITH  
THE RAY-PEC  
SCHOOL DISTRICT





**BILL 3528**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR \$15,000 WITH BRINTON ELECTRIC COMPANY. FOR THE REPLACEMENTS OF THE ARBORETUM LIGHTS AT MEMORIAL PARK."**

**WHEREAS**, the Arboretum at Memorial Park has 13 lights along the trail; and

**WHEREAS**, the lights are old and can no longer be repaired; and

**WHEREAS**, Brinton Electric Company has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is directed to enter into a contract in the amount of \$15,000 with Brinton Electric Company to remove and replace the lights along the trail in the Arboretum at Memorial Park.

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

Section 3. The City Manager is authorized to approve change orders for the Memorial Park Arboretum Light Replacement 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 9TH DAY OF MARCH, 2020.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF MARCH, 2020, 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

**Memorial Park Arboretum Light Replacement**

This Contract for Memorial Park Arboretum Light Replacement, hereafter referred to as the **Contract** is made this 23rd day of March, 2020, between Brinton Electric Co., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 10100 E. 65th St., Suite B, 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 March 23, 2020 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 20-342-701 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 \$15,000.00.

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 26) if the 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)

**BRINTON ELECTRIC CO.**

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

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

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

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

**Memorial Park Arboretum Light Replacement**

**ANTICIPATED SCOPE OF SERVICES:**

**BACKGROUND:** The Arboretum at Memorial Park is located on the west side of the park at 400 Park Court. A trail system that begins near the West Shelter and meanders through the park has 13 lights. These lights are to be removed and replaced with new LED light fixtures (specifications listed below) matching the street lamps in Original Town Raymore and along Municipal Circle. A map of the locations along the trail is attached.

- Brandon Industries CL1-AA LED fixtures or an approved equivalent
  - Pole Height - 96 inches
  - Pole Outside Diameter - 3 inches
  - Globe Type - Acrylic Acorn
  - Pole Style - Fluted
  - Pole Color - Black

**1. SPECIFICATIONS WHICH APPLY**

The Supplementary Conditions define the Project; establish the standards by which the work will be performed and further clarify those standards for the specific locations involved. These Supplementary Conditions supersede all other provisions of the documents wherein there is a conflicting statement. The performance of the work, the material requirements, the basis of measurement and the basis of payment for the various portions of the work shall be in accordance with the appropriate sections of the Kansas City Chapter of the APWA "Standard Specifications and Design Criteria" current edition, except as altered or modified by these supplementary conditions, and the contract document entitled, "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri, October 2001 and subsequent revisions. This document shall be considered Supplementary Conditions for the purpose of Section 1.39 of the Kansas City Chapter of the APWA "Standard Specifications and Design Criteria" and shall be take precedence for construction. *Where the standards are in conflict, the more stringent criteria shall apply.*

Upon completion the site will be cleaned and all debris removed from the site. The restoration of any disturbed asphalt, amenities, structures, trees or turf areas should be put back to the condition before starting.

2. GENERAL TERMS/REQUIREMENTS:

- A. Contractor and/or its sub-contractors will continue to maintain all appropriate licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
- B. Contractor will be responsible for providing personnel, equipment, materials, sub-contractors, professional services, and other items required to provide the forgoing at his expense.
- C. Site Restoration / Protection
  - 1. Contractor will take any means necessary to protect the trails, bridges and pedestrian walkways within or near the project area. Any damage shall be repaired or replaced to equal or better condition.
  - 2. Contractor will replace, repair or compensate for any damage incurred to the ballfields, benches, playgrounds, trees and/or any other fixed asset near the project area during the project period.
  - 3. Acceptance of this project is subsidiary or incidental to the other projects identified and release of final payment will not occur until vegetation is established or mandatory repairs are complete.
- D. Mobilization, Bonds, and Insurance: Mobilization shall be included as a lump sum bid for mobilization in the contract bid documents, and to establish a uniform method of payment based on the amount of work completed. The following table shall be used to establish the payment distribution for this item:

Payment Percentage	Percentage of Original Contract Earned
25%	5%
50%	10%
75%	25%
100%	50%

3. PROJECT MANAGER

The Director of Parks and Recreation or his/her designee shall be the Project Manager for this project

4. PROJECT AWARD:

*Project Award:* Award of the project will be made based upon the lowest best and most responsive proposal received with all qualifications as required in General Conditions. The contractor shall take special consideration of the "Information for Bidder" section of the project contract documents.

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

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

5. PROJECT COMPLETION AND SCHEDULE

All work shall be completed within **60** Calendar Days from the date of the *Notice to Proceed*.

The contractor must work with the owner to create a work schedule accommodating any programs, events, leagues or tournaments held at Memorial Park. All construction/installation must work around any programs, events, leagues or tournaments.

6. MEASUREMENT

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.

This is a unit price contract. Partial payment will be made at monthly intervals based on the work completed during the period. A 5% retainage will be held per invoice submitted and will be paid in whole upon City Council acceptance of the project.

Vendors are encouraged to measure all work and job site areas to ensure accuracy and totals. Measurements listed within the scope are approximate and provided only for reference.

7. ADDITIONAL BIDDING INFORMATION

7.1 Project is tax exempt.

**CITY OF RAYMORE, MISSOURI**  
**RFP # 20-342-701**

**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 March 2020.

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 26 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 26). 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 the 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 the 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.



**PROPOSAL FORM A**  
RFP 20-342-701

**PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS**

I (authorized agent) Kory Brinton having authority to act on behalf of (Company name) Brinton Electric Co do hereby acknowledge that (Company name) Brinton Electric 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: Brinton Electric Co

ADDRESS: 10100 E 65th St - Ste B  
Street

ADDRESS: Raytown MO 64133  
City State Zip

PHONE: 816 356 0922

E-MAIL: Kory@brinton-electric.net

DATE: 2/5/2020  
(Month-Day-Year)

[Signature] President  
Signature of Officer/Title

DATE: 2-2-2020  
(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 20-342-701

**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 the 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 20-342-701

**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>	City of Raytown
<b>ADDRESS</b>	10000 E 59th St Raytown MO 64133
<b>CONTACT PERSON</b>	Tony MESA
<b>CONTACT EMAIL</b>	tonym@raytown.mo.us
<b>TELEPHONE NUMBER</b>	816 737 6066
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	many & varied, ongoing

<b>COMPANY NAME</b>	Metropolitan Community Colleges
<b>ADDRESS</b>	3200 Broadway KCMO 64111
<b>CONTACT PERSON</b>	Beatrice Westhus
<b>CONTACT EMAIL</b>	beatrice.westhus@metcc.edu
<b>TELEPHONE NUMBER</b>	8166041353
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	many & varied, ongoing

<b>COMPANY NAME</b>	Raytown CZ Schools
<b>ADDRESS</b>	5911 Blue Ridge Blvd Raytown MO
<b>CONTACT PERSON</b>	Josh Husted 64133
<b>CONTACT EMAIL</b>	josh.husted@raytowschools.org
<b>TELEPHONE NUMBER</b>	816 268 7160
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	many & varied, ongoing

<b>COMPANY NAME</b>	John Knox Village
<b>ADDRESS</b>	400 NW Murray Lees Summit MO
<b>CONTACT PERSON</b>	Mike Smith 64081
<b>CONTACT EMAIL</b>	msmith@jku.org
<b>TELEPHONE NUMBER</b>	816 347 2021
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	many & varied, ongoing

<b>COMPANY NAME</b>	Kansas City Public Schools
<b>ADDRESS</b>	2012 E 23rd St Kc mo 64127
<b>CONTACT PERSON</b>	Allen Cassif
<b>CONTACT EMAIL</b>	acassif@kcpublicschools.org
<b>TELEPHONE NUMBER</b>	816 418 2021
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	many & varied, ongoing

State the number of Years in Business: 49 years

State the current number of personnel on staff: 12

**PROPOSAL FORM D**

RFP 20-342-701

Proposal of Brinton Electric Co, organized and  
(Company Name)  
existing under the laws of the State of Missouri, doing business  
as a corporation (\*)

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 20-342-701 – Memorial Park Arboretum Light Replacement.

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

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

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

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

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

**BID PROPOSAL FORM E – Project No. 20-342-701**

**Memorial Park Arboretum Light Replacements**

**Base Bid**

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance - not to exceed 5%				\$ 700
Light Fixtures	13			\$ 9700
Additional Materials				\$ 300
Labor				\$ 4300
				\$
				\$ 15,000
TOTAL BASE BID				

**Total Base Bid for Project Number: 20-342-701**

\$ 15,000.00

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

(\$ Fifteen Thousand dollars and no cents)

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



**BID PROPOSAL FORM E – RFP 20-342-701  
CONTINUED**

**Company Name** Brinton Electric Co

**By**   
Authorized Person's Signature

Kory Brinton President  
Print or type name and title of signer

**ADDENDA**

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

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

**Company Address** 10100 E 65th St  
Site B

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

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

Raytown MO 64133

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

**Phone** 816 356 0922

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

**Fax** 816 356 4404

**Email** Kory @ brintonelectric.net

**Date** 2/5/2020

**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**

Memorial Park Arboretum Light Replacement  
Project #20-342-701

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 - Questions, Clarification and New Map**

**1. Question: Map only shows 12 lights are there only 12 instead of 13?**

**Response:** There are 13 lights to be replaced. New map attached.

**2. Question: Shortest standard light is showing 112", can they be cut to the 96"**

**Response:** Yes, as long as they look right.

**3. Question: Will new lights bolt to the foundations correctly?**

**Response:** There is no guarantee on bolts being correct or usable. The wiring and foundations are good and should be big enough for the lights in the specs.

**4. Question: If bolts need replaced, can we drill and epoxy if needed?**

**Response:** Yes, as long as Building Inspections approve them before lights are installed.

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 February 10, 2020 at 5 p.m.

A handwritten signature in blue ink, appearing to be "KQ", is located in the bottom right corner of the page.

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

Company Name: Brinton Electric Co


By: Kory Brinton

Title: President

Address: 10100 E 65th St Ste B

City, State, Zip: Raytown MO 64133

Date: 2/5/2020 Phone: 8163560222

Signature of Bidder: 

**ADDENDUM MUST BE SUBMITTED WITH BID**



**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 Kory Brinton, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Kory Brinton

Company: Brinton Electric Co

Address: 10100 E 65th St - Suite B Raytown MO 64133

- 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 # 20-342-701.
- 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.

Brinton Electric Co  
Company Name

[Signature]  
Signature

Name: Kory Brinton

Title: President

STATE OF MISSOURI COUNTY OF JACKSON

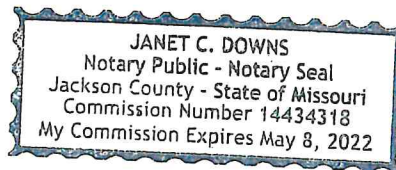
Subscribed and sworn to before me this 6 day of February, 2020.

Notary Public: Janet Downs

My Commission Expires: May 8, 2022 Commission # 14434318

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.





## MISCELLANEOUS ITEMS

- *January 28 - WS Notes*
- *February 11 - WS Notes*



**Work Session Agenda  
Raymore Parks and Recreation Board**

**Tuesday, January 28, 2020  
6:00pm**

**Executive Conference Room  
Raymore City Hall  
100 Municipal Circle  
Raymore, Missouri 64083**

**Members Present:** Trautman, Manson, Supple, Harris, Williamson, Houdyshell, and Collier. Member Bartow was absent.

**Staff Present:** Musteen, McLain, Rulo

**Call to Order:** 5:58pm

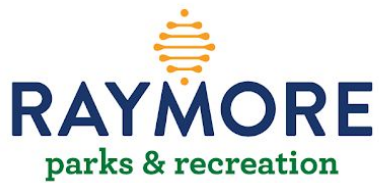
**1. Hawk Ridge Park - Mountain Bike Trail**

A presentation by Chris Scott and Dave Forster to build a mountain bike trail at Hawk Ridge Park was given to the Park Board. The Board asked several questions regarding track layout and building. Concerns regarding the size of the park being too small. The Board likes the idea and staff will move forward working with Mr. Scott and Mr. Forster.

**2. February Meeting Update**

Director Musteen briefed the board regarding the February 25 meeting. We will have a regular meeting as some business items must be taken care of.

**3. Adjournment:** 6:45



**Work Session Agenda  
Raymore Parks and Recreation Board**

**Tuesday, February 11, 2020  
6:00pm**

**Gilmore Room  
Centerview  
227 Municipal Circle  
Raymore, Missouri 64083**

**Members Present:** Trautman, Manson, Supple, Harris, Williamson, Bartow, and Collier. Member Houdyshell was absent.

**Staff Present:** Musteen, McLain, Rulo

**Call to Order:** 6:05 pm

**1. CAPRA Standards**

Director Musteen presented the Board with the updated Municipal Code that has sections that are included in the CAPRA standards.

**2. Council Meeting Updates**

Director Musteen briefed the Board on recent City Council action items that pertain to Parks and Recreation.

**3. Capital Improvement Project Updates**

The Park Board had a discussion regarding the Capital Improvement Plan. Discussion regarding T.B. Hanna and other projects ensued. These topics will be on next month's agenda for further discussion.

**4. Adjournment**