

## **AGENDA**

Raymore City Council Regular Meeting  
Centerview - Harrelson Hall - 227 Municipal Circle  
Monday, March 23, 2020, 7:00 p.m.

*The City Council will be conducting its regular business meeting by taking safe social distancing measures as recommended by the CDC. For this meeting we are discouraging in-person attendance from anyone who absolutely does not need to attend. You can view the meeting at [www.Raymore.com/Video](http://www.Raymore.com/Video) and participate virtually by emailing [mekey@raymore.com](mailto:mekey@raymore.com)*

- 1. Call to Order.**
- 2. Roll Call.**
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**
- 5. Personal Appearances.**
- 6. Staff Reports.**
  - A. Public Works (pg 7)
  - B. Parks and Recreation (pg 9)
  - C. Monthly Financial Report (pg 13)

**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, March 9, 2020 (pg 23)

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

- A. Award of Contract - Memorial Park Arboretum Light Replacement

- Reference: - Agenda Item Information Sheet (pg 33)  
- Bill 3528 (pg 35)  
- Contract (pg 37)

As part of the FY20 Capital Improvement Plan, the lights along the trail in the Arboretum at Memorial Park are scheduled to be removed and replaced. A contract with Brinton Electric to replace the old lights to match the street lights in Original Town is now before the Council.

- Parks and Recreation Board, 02/25/2020: Approved 7-0
- City Council, 03/09/2020: Approved 8-0

**B. Award of Contract - Westgate Drive Extension Project**

Reference: - Agenda Item Information Sheet (pg 71)  
- Bill 3531 (pg 73)  
- Contract (pg 75)

Staff recommends approval of Bill 3531 awarding a contract to J.M. Fahey Construction for the Westgate Drive Extension Project. This project will construct a road from the existing traffic signal on 58 Highway (Lowe's entrance) to Kentucky Road.

- City Council, 03/09/2020: Approved 8-0

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

**A. Award of Contract - Fire Hydrant Replacement Project**

Reference: - Agenda Item Information Sheet (pg 117)  
- Bill 3533 (pg 119)  
- Contract (pg 121)

Staff recommends approval of Bill 3533 awarding contract to Dexter's Plumbing and Excavating for the Fire Hydrant Replacement Project.

**B. Temporary Reduction - Water and Sewer Rates (Emergency Reading)**

Reference: - Agenda Item Information Sheet (pg 159)  
- Bill 3537 (pg 161)

The Council will be considering a 5% reduction in water and sewer rates for the current 30-day billing cycle to encourage and support citizens to follow CDC guidelines for frequent hand washing and cleaning of clothes and surfaces during the current COVID19 outbreak.

**C. Employee Residency Mileage Radius**

Reference: - Agenda Item Information Sheet (pg 163)

- Bill 3538 (pg 165)

The Council will be considering an increase in the number of miles an employee can live from the Raymore city limits. It is currently 35 miles and the Bill before Council calls for an extension to 70 miles.

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

**12. Mayor/Council Communication.**

**13. Adjournment.**

### **EXECUTIVE SESSION (CLOSED MEETING)**

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

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

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

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



# Staff Reports





## **PUBLIC WORKS MONTHLY REPORT**

**March 2020**

### **ENGINEERING DIVISION**

#### **Projects Under Construction**

2019 Curb Replacement

#### **Projects Under Design**

- Westglen Drive (completed)
- Harold Estates Sewer Extension (completed)
- Shadowood Settlement Investigation
- FY 2020 Street Preservation (Completed)
- City Hall Concrete Repairs
- Willow Wind Sewer Extension

#### **Development Under Construction**

- Brookside South Culvert and Street Improvements
- Van Trust (Dean Ave. extension)
- Lofts at Foxridge
- Compass Health

### **OPERATIONS & MAINTENANCE DIVISION**

- 21 Water Taps
- 15 Sewer Inspections
- 19 Water Inspections
- 316 Line Locates
- 74 City Hall Work Orders
- 18 Driveway Approach Inspections
- 10 Sidewalk Inspections
- 5 Final ROW Inspections
- 21 Meter Conversions
- 155 Potholes Patched
- 63 Service Requests Completed





## MONTHLY REPORT

March 2020

### HIGHLIGHTS

- Recreation Coordinator Corinne Daut and Athletic Coordinator Todd Brennon met with representatives from the U.S. Special Olympics to discuss future programs and collaborations for community events.
- The South Metro Competitive Basketball tournament was held on Thursday Feb. 27 at the RAC. Teams from Raymore, Pleasant Hill and Harrisonville competed.
- Park maintenance staff painted the restrooms in the RAC, aerated and overseeded the soccer and baseball game fields and repaired the baseball portable pitching mounds.
- Park maintenance staff worked with Recreation Coordinator Corrine Daut to make giant yard games, such as Jenga, Yahtzee and cornhole, for the summer camps.
- Athletic Coordinator Todd Brennon hosted the South Metro Recreation Soccer League scheduling meeting at Centerview on Tuesday, March 3 and the coaches meeting on Thursday, March 5.
- The winter session of indoor futsal at the RAC ended on Friday, March 6.
- The 2019/2020 Recreation Basketball League end of season tournament was held across the South Metro Sports Cities (Raymore, Belton, Pleasant Hill and Harrisonville) on March 7. Raymore Parks & Recreation hosted the 3rd/4th Grade Girls, 5th/6th Grade Boys and the 7th/8th Grade Boys divisions.
- Recreation Coordinator Corrine Daut traveled to Excelsior Springs Friday, March 6 to observe and learn how to host an ESports Tournament.
- The Spring Craft Show at the RAC on Saturday, March 7 hosted more than 40 vendors and over 300 shoppers. Another great success!
- Parks and Recreation Director Nathan Musteen attended the KC Metro Parks & Recreation Directors Association meeting.
- Recreation Park Baseball Complex shade structures were installed.
- Spring Break Camp was held at the RAC March 16 - 20





## ***PROJECTS IN PROGRESS***

### **Recreation Park Playground Replacement**



### **Memorial Park Playground Replacement**



### **T.B Hanna Station Site Improvements**





## COVID-19

*Post Date:03/16/2020 4:50 PM*

RAYMORE, MO - In an effort to follow the latest recommendations from the Centers for Disease Control (CDC) surrounding the coronavirus (COVID-19) pandemic and to protect the health and safety of our residents and staff, the following changes are effective as of March 16, 2020.

### **Parks & Recreation Action Plan**

#### **Facilities:**

- Centerview and the RAC will be closed to the public through March 31
  - Doors locked
  - Signs posted
  - Full time staff - report to work as normal
  - Part time staff - TBD
- Outdoor restrooms remained closed through March 31
  - Reassess public restroom protocol and date for opening on March 31

#### **Programs:**

- All programs, leagues and contracted activities are canceled until March 31
  - Account credit or full refunds are available
  - This includes all yoga, fitness, etc.

#### **Special Events:**

- Friday Food Fest - Cancelled
  - Please contact all sponsors and Truck vendors.
- Raymore Easter Festival - TBD

#### **Centerview Rentals:**

##### **March 16 - March 31**

- No rentals with over 50 people in attendance
  - According to the CDC Recommendations
  - Facility Credit, selection of a new date or full refund is applicable
- Rentals under 50 people
  - Call each event account to confirm event and encourage a reschedule
  - At this time, we will allow the event, but we cannot guarantee that regulations and guidelines from the CDC and County officials will not change this status.
  - Facility Credit, selection of a new date or full refund is applicable



## FINANCE MONTHLY REPORT

This report, consisting of a Financial Summary, Investment Summary and Grant Summary, has been prepared for the fiscal period February 1, 2020 to February 29, 2020.

### February Financial Summary

Some notes regarding this month's summary operating report:

#### General Fund

##### Revenue:

Overall, at 33.33% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 45.25% of budget. Inter-fund transfers are being completed on a monthly basis with the exception of the Capital Funds Transfer. The Capital Funds Transfers will occur throughout the year after the capital project has been accepted by the Council and final payments have been made.

- Property tax revenues collected are tracking as expected at 95.54%. Staff expects this revenue source to come in at budget.
- Franchise Tax revenues as a whole are tracking slightly below straight line at 31.64%. This revenue source varies depending on the weather, staff will continue to monitor this closely throughout the year.
- Sales tax revenues as a whole are tracking slightly below straight line budget at 33.20%. City sales taxes are at 33.09% while state shared gasoline and vehicle taxes are at 33.54%.
- Fees and Permit revenues collected are tracking above straight line budget at 61.13%. This is primarily due to the 40 residential building permits have been issued out of the 85 budgeted starts. In addition, we have issued 5 commercial building permits and this line item is 528.88% above straight line budget.
- License revenues collected are tracking as expected at 63.67% of straight line budget. Occupational license revenues collected are tracking as expected. Staff anticipates a small amount of occupational licenses throughout the spring for new builders to the area. Liquor licenses are due in May and processed after the public hearing.
- Municipal Court revenues collected are above straight line budget at 35.68%. Staff will continue to monitor this revenue source closely throughout the year.

##### Expenditures:

Departmental spending is tracking normally. Most of the departments are right at straight line expectation or slightly below.

- The Information Technology Department has replaced the majority of the computers scheduled for replacement, and has renewed 50% of the annual software maintenance agreements, putting it above straight line budget.
- The Street Department is currently at 43.42% of straight line budget primarily due to Salt/Sand purchases as a result of the harsh winter months. Additionally, repairs and maintenance to vehicles is at 89.89% of straight line budget.

## **Parks & Recreation Fund**

### **Revenue:**

Revenues are at 44.64% of budget 33.33% of the way through the year; normal for this time of the year. Recreation revenues are expected to increase in March with the start of baseball and softball registrations. Revenue associated with the facility rental of Centerview is above straight line budget at 38.25%. Staff will continue to monitor this revenue closely throughout the year. Revenue associated with the Raymore Activity Center is at 15.78% of straight line budget. This revenue will increase in March with Spring Break camp registrations and will be followed by revenues associated with summer youth camp registrations and camp fees.

### **Expenditures:**

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

## **Enterprise Fund**

### **Revenue:**

Utility revenues as a whole are tracking at 29.63% of straight line budget. Staff will continue to monitor all utility revenue closely throughout the year.

### **Expenditures:**

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

01 -GENERAL FUND  
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
PROPERTY TAXES	0.00	0.00	0.00	1,571,438.00	27,138.54	1,501,394.85	0.00	70,043.15	95.54
FRANCHISE TAXES	0.00	0.00	0.00	2,171,764.00	188,561.51	687,175.29	0.00	1,484,588.71	31.64
SALES TAXES	0.00	0.00	0.00	3,518,123.00	292,413.24	1,167,857.62	0.00	2,350,265.38	33.20
FEES AND PERMITS	0.00	0.00	0.00	194,779.00	41,025.16	119,065.66	0.00	75,713.34	61.13
LICENSES	0.00	0.00	0.00	133,184.00	10,215.00	84,797.50	0.00	48,386.50	63.67
MUNICIPAL COURT	0.00	0.00	0.00	326,464.00	23,095.60	116,471.38	0.00	209,992.62	35.68
MISCELLANEOUS	0.00	0.00	0.00	544,193.00	180,488.43	333,566.07	0.00	210,626.93	61.30
TRANSFERS - INTERFUND	0.00	0.00	0.00	1,513,498.00	125,624.83	502,499.32	0.00	1,010,998.68	33.20
<b>TOTAL NON-DEPARTMENTAL</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>9,973,443.00</b>	<b>888,562.31</b>	<b>4,512,827.69</b>	<b>0.00</b>	<b>5,460,615.31</b>	<b>45.25</b>
<b>TOTAL REVENUES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>9,973,443.00</b>	<b>888,562.31</b>	<b>4,512,827.69</b>	<b>0.00</b>	<b>5,460,615.31</b>	<b>45.25</b>
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	100,000.00	8,333.33	33,333.32	0.00	66,666.68	33.33
ADMINISTRATION	1,000.00	1,000.00	0.00	1,336,407.25	93,590.88	335,065.14	2,761.20	998,580.91	25.28
INFORMATION TECHNOLOGY	0.00	0.00	0.00	633,976.00	43,813.58	234,509.57	24,874.97	374,591.46	40.91
ECONOMIC DEVELOPMENT	0.00	0.00	0.00	193,464.00	18,324.54	46,193.51	3,041.40	144,229.09	25.45
COMMUNITY DEVELOPMENT	0.00	0.00	0.00	690,510.00	54,072.48	204,479.75	45.17	485,985.08	29.62
ENGINEERING	0.00	0.00	0.00	421,283.00	29,590.81	129,873.27	3,546.78	287,862.95	31.67
STREETS	0.00	0.00	0.00	828,992.00	97,133.02	348,722.53	11,256.89	469,012.58	43.42
BUILDING & GROUNDS	1,200.00	1,200.00	0.00	385,706.00	33,061.19	116,630.19	20,881.95	248,193.86	35.65
STORMWATER	0.00	0.00	0.00	310,536.00	20,632.24	86,699.70	0.99	223,835.31	27.92
COURT	0.00	0.00	0.00	145,054.00	10,310.66	40,449.17	1,185.99	103,418.84	28.70
FINANCE	0.00	0.00	0.00	632,057.00	54,881.50	194,848.11	6,017.43	431,191.46	31.78
COMMUNICATIONS	0.00	0.00	0.00	186,021.00	16,747.85	43,909.42	2,858.71	139,252.87	25.14
PROSECUTING ATTORNEY	0.00	0.00	0.00	24,400.00	2,000.00	6,000.00	2,000.00	16,400.00	32.79
POLICE	13,881.98	5,962.48	7,919.50	3,962,215.00	286,136.60	1,160,840.83	2,036.78	2,799,337.39	29.35
EMERGENCY MANAGEMENT	0.00	0.00	0.00	135,804.75	8,260.61	41,347.29	502.03	93,955.43	30.82
<b>TOTAL EXPENDITURES</b>	<b>16,081.98</b>	<b>8,162.48</b>	<b>7,919.50</b>	<b>9,986,426.00</b>	<b>776,889.29</b>	<b>3,022,901.80</b>	<b>81,010.29</b>	<b>6,882,513.91</b>	<b>31.08</b>
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>( 16,081.98)</b>	<b>8,162.48</b>	<b>( 7,919.50)</b>	<b>( 12,983.00)</b>	<b>111,673.02</b>	<b>1,489,925.89</b>	<b>( 81,010.29)</b>	<b>( 1,421,898.60)</b>	<b>852.00-</b>

25 -PARK FUND  
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
<u>PARKS DIVISION</u>									
PROPERTY TAXES	0.00	0.00	0.00	420,565.00	6,188.49	403,117.53	0.00	17,447.47	95.85
MISCELLANEOUS	0.00	0.00	0.00	23,641.00	538.94	8,023.43	0.00	15,617.57	33.94
FACILITY RENTAL REVENUE	0.00	0.00	0.00	6,790.00	570.00	570.00	0.00	6,220.00	8.39
TRANSFERS - INTERFUND	0.00	0.00	0.00	475,000.00	39,583.33	158,333.32	0.00	316,666.68	33.33
TOTAL PARKS DIVISION	0.00	0.00	0.00	925,996.00	46,880.76	570,044.28	0.00	355,951.72	61.56
<u>RECREATION DIVISION</u>									
CONCESSION REVENUE	0.00	0.00	0.00	67,500.00	0.00	33.00	0.00	67,467.00	0.05
FACILITY RENTAL REVENUE	0.00	0.00	0.00	32,900.00	0.00	0.00	0.00	32,900.00	0.00
PROGRAM REVENUE	0.00	0.00	0.00	229,950.00	34,988.00	54,881.61	0.00	175,068.39	23.87
TOTAL RECREATION DIVISION	0.00	0.00	0.00	330,350.00	34,988.00	54,914.61	0.00	275,435.39	16.62
<u>CENTERVIEW</u>									
FACILITY RENTAL REVENUE	0.00	0.00	0.00	62,125.00	7,246.25	23,765.00	0.00	38,360.00	38.25
PROGRAM REVENUE	0.00	0.00	0.00	6,600.00	500.00	550.00	0.00	6,050.00	8.33
TOTAL CENTERVIEW	0.00	0.00	0.00	68,725.00	7,746.25	24,315.00	0.00	44,410.00	35.38
<u>RAYMORE ACTIVITY CENTER</u>									
MISCELLANEOUS	0.00	0.00	0.00	3,000.00	252.00	856.00	0.00	2,144.00	28.53
CONCESSION REVENUE	0.00	0.00	0.00	6,000.00	209.00	395.50	0.00	5,604.50	6.59
FACILITY RENTAL REVENUE	0.00	0.00	0.00	9,875.00	710.00	1,355.00	0.00	8,520.00	13.72
PROGRAM REVENUE	0.00	0.00	0.00	181,475.00	9,360.00	29,013.25	0.00	152,461.75	15.99
TOTAL RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	200,350.00	10,531.00	31,619.75	0.00	168,730.25	15.78
TOTAL REVENUES	0.00	0.00	0.00	1,525,421.00	100,146.01	680,893.64	0.00	844,527.36	44.64
<u>EXPENDITURE SUMMARY</u>									
PARKS DIVISION	0.00	0.00	0.00	829,114.50	50,013.96	210,121.14	3,049.75	615,943.61	25.71
RECREATION DIVISION	0.00	0.00	0.00	365,815.50	20,501.44	72,719.86	1,518.02	291,577.62	20.29
CENTERVIEW	0.00	0.00	0.00	90,963.00	6,111.34	17,205.92	3,095.59	70,661.49	22.32
RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	234,976.50	15,230.10	38,632.02	2,323.53	194,020.95	17.43
TOTAL EXPENDITURES	0.00	0.00	0.00	1,520,869.50	91,856.84	338,678.94	9,986.89	1,172,203.67	22.93
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	4,551.50	8,289.17	342,214.70	( 9,986.89)	( 327,676.31)	7,299.30



50 -ENTERPRISE FUND  
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
MISCELLANEOUS	0.00	0.00	0.00	63,945.00	3,014.16	29,067.35	0.00	34,877.65	45.46
UTILITY REVENUE	0.00	0.00	0.00	8,986,687.00	667,037.76	2,652,182.21	0.00	6,334,504.79	29.51
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	9,050,632.00	670,051.92	2,681,249.56	0.00	6,369,382.44	29.62
<u>DEBT SERVICE</u>									
<u>SRF SEWER BONDS</u>									
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	364.54	0.00	( 364.54)	0.00
TOTAL SRF SEWER BONDS	0.00	0.00	0.00	0.00	0.00	364.54	0.00	( 364.54)	0.00
TOTAL REVENUES	0.00	0.00	0.00	9,050,632.00	670,051.92	2,681,614.10	0.00	6,369,017.90	29.63
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	600,000.00	50,000.00	200,000.00	0.00	400,000.00	33.33
WATER	65,838.00	63,654.96	2,183.04	3,294,715.96	189,131.54	772,346.41	( 60,397.95)	2,582,767.50	21.61
SEWER	8,015.00	8,015.00	0.00	3,451,768.50	194,191.16	815,663.76	( 6,280.41)	2,642,385.15	23.45
SOLID WASTE	0.00	0.00	0.00	1,818,416.00	133,288.25	399,686.30	0.00	1,418,729.70	21.98
SRF SEWER BONDS	0.00	0.00	0.00	0.00	0.00	22.00	0.00	( 22.00)	0.00
TOTAL EXPENDITURES	73,853.00	71,669.96	2,183.04	9,164,900.46	566,610.95	2,187,718.47	( 66,678.36)	7,043,860.35	23.14
REVENUES OVER/(UNDER) EXPENDITURES	( 73,853.00)	71,669.96	( 2,183.04)	( 114,268.46)	103,440.97	493,895.63	66,678.36	( 674,842.45)	490.58-

# Investment Monthly Report

Investments Held at 02/28/20

Purchase Date	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Market*
12/05/19	953697	NASB	CD		12/04/20	2,000,000.00	2,000,000.00	1.9000	2,000,000.00
12/09/19	901192	CBR	CD		12/09/20	2,500,000.00	2,500,000.00	1.6500	2,500,000.00
10/18/12		MOSIP	MOSIP POOLE- GENERAL FUND		NA	2,117,136.85	2,117,136.85	2.4100	2,117,136.85
06/03/16		MOSIP	MOSIP POOLE - GO BOND	GO Bond	NA	1,013,792.02	1,013,792.02	2.4100	1,013,792.02
09/01/16		MOSIP	MOSIP POOLE - GO BOND	GO Bond	NA	1,100,003.40	1,100,003.40	2.4100	1,100,003.40
05/03/19	900656	CBR	CD		05/03/20	2,000,000.00	2,000,000.00	2.3100	2,000,000.00
08/26/19	934746	NASB	CD		08/25/20	2,000,000.00	2,000,000.00	2.0000	2,000,000.00
08/14/19	901032	CBR	CD	Fund 50	08/14/20	687,643.55	687,643.55	1.7500	687,643.55
09/12/19	937641	NASB	CD		09/11/20	2,000,000.00	2,000,000.00	1.9500	2,000,000.00

**Investment Total**

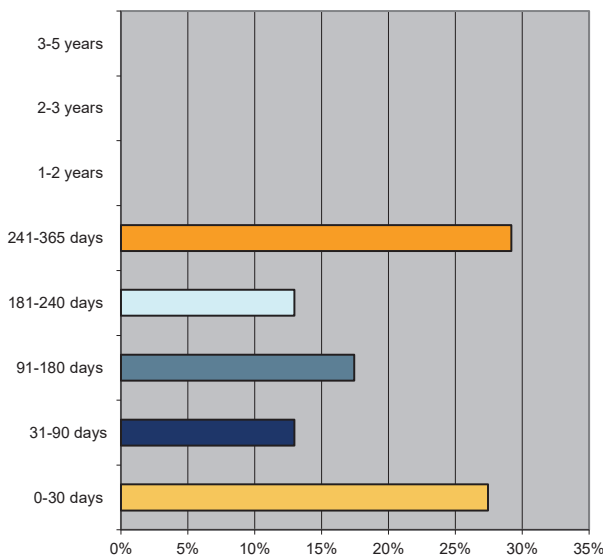
**15,418,575.82    15,418,575.82    15,418,575.82**

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

Average Annual Rate of Return: 2.0654

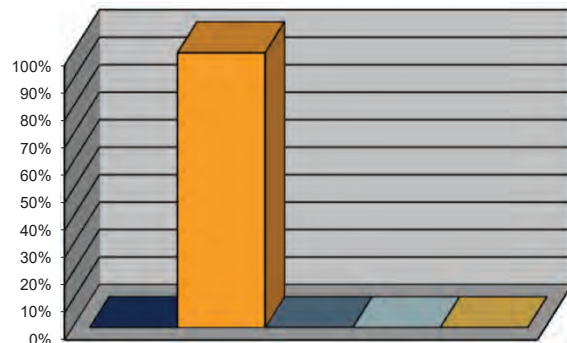
\*\* Par value listed above is the actual amount if less than one year or the calculated annual earnings showing a one-year duration

**Investment by Maturity**



**Diversification by Type**

- a. US treasuries and securities
- b. Collateralized time and demand deposits
- c. US Government agencies, and government sponsored enterprises
- d. Collateralized repurchase agreements
- e. US Government agency callable securities



## Listing of Investments Matured During the Month

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

## February Grant Summary

New Grant Applications	Grantor	Award Amt. Requested / Match Required	Project / Item	Notification Timeline	Awarded / Denied
Emergency Mgmt. Performance Grant - 2020 (Jan. - Dec. 2020)	FEMA	\$53,788.97 (50% match)	Emer. Mgmt. activities incl: salaries,benefits, equip.,supplies, training &travel	Spring 2020	Pending

Current Grant Awards:	Grantor	Award Amt. / Match Required	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
<b>Police:</b>					
State & Community Hwy. Safety Grant - DWI (Oct. 2019 - Sept. 2020)	MoDOT (Traffic & Hwy. Safety Division)	\$8,000.00 (no match)	\$1,121.46	\$1,121.46	9/30/20
State & Community Hwy. Safety Grant - HMV (Oct. 2019 - Sept. 2020)	MoDOT (Traffic & Hwy. Safety Division)	\$6,000 (no match)	\$0.00	\$0.00	9/30/20
Bulletproof Vest Partnership (Sept. 2019 - Aug. 2021)	DOJ	\$2,141.76 (50% match)	\$0.00	\$0.00	08/31/21
<b>Parks:</b>					
Recreational Amenity Cost Sharing Program - Community Assistance Program (CAPS)	MO Dept of Conservation	\$178,000 (75% Contribution by CAPS)	\$178,000	\$178,000	As Project is Complete
<b>Emergency Management:</b>					
Emergency Mgmt. Performance Grant - 2019 (Jan. - Dec. 2019)	FEMA	\$54,788.31 (50% match)	\$53,014.76	\$35,083.83	12/31/19
<b>Community Development:</b>					
Community Development	AARP	\$15,000	\$12,349.52	\$15,000.00	11/05/2018

Past Grant Awards:	Grantor	Award Amount / Match Req'd.	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
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# Consent Agenda



**THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION MONDAY, MARCH 9, 2020 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE, CIRCO, HOLMAN, JACOBSON, AND TOWNSEND, MAYOR TURNBOW, CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND RECORDING SECRETARY MARGIE SULLIVAN.**

- 1. Call To Order.** Mayor Turnbow called the regular meeting to order at 7:00 p.m.
- 2. Roll Call.** Recording Secretary Margie Sullivan called roll; quorum present to conduct business.
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**
- 5. Personal Appearances.**
- 6. Staff Reports.**

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

Chief of Police Jan Zimmerman provided information on the new exterior vest carriers that are being used by Raymore Police Officers. She stated Councilmember Jacobson had provided her contact information for Daryl Smith with Hero Fund USA who has donated \$3,472.50 which is half the cost of outfitting the officers.

Emergency Management Director Ryan Murdock provided information on local and regional planning in response to the recent outbreak of COVID19.

City Manager Jim Feuerborn announced agenda items for the March 16 work session.

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

**A. City Council Minutes, February 24, 2020**

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

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

### **A. Reclassification of Zoning - Sunset Plaza**

**BILL 3529: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM "C-1" NEIGHBORHOOD COMMERCIAL DISTRICT AND "C-2" GENERAL COMMERCIAL DISTRICT TO "PUD" PLANNED UNIT DEVELOPMENT DISTRICT, A 5.04 ACRE TRACT OF LAND LOCATED NORTH OF PINE STREET, EAST OF SUNSET LANE, RAYMORE, CASS COUNTY, MISSOURI."**

Recording Secretary Margie Sullivan conducted the second reading of Bill 3529 by title only.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3529 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 3529 as **Raymore City Ordinance 2020-008.**

### **B. Sunset Plaza Final Plat**

**BILL 3530: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE FINAL PLAT FOR SUNSET PLAZA, A SUBDIVISION LOCATED IN TOWN CENTER 4TH PLAT, RAYMORE, CASS COUNTY, MISSOURI."**

Recording Secretary Margie Sullivan conducted the second reading of Bill 3530 by title only.



**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3530 by title only.

**DISCUSSION:** Councilmember Circo stated he continues to hear concerns from constituents regarding parking.

<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 3530 as **Raymore City Ordinance 2020-009.**

### **C. Award of Contract - Mowing and Median Landscaping Services**

**BILL 3525: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH FOREVER GREEN PROFESSIONAL LAWN CARE FOR MOWING AND LANDSCAPING SERVICES."**

Recording Secretary Margie Sullivan conducted the second reading of Bill 3525 by title only.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3525 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 3525 as **Raymore City Ordinance 2020-010.**

**D. Budget Amendment - General Fund (Buildings & Grounds)**

**BILL 3526: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AMENDING THE FISCAL YEAR 2020 OPERATING AND INTERNAL SERVICES BUDGETS."**

Recording Secretary Margie Sullivan conducted the second reading of Bill 3526 by title only.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3526 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 3526 as **Raymore City Ordinance 2020-011.**

**E. SCADA System - Owen Good Pump Station Improvements**

**BILL 3527: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING THE CITY MANAGER TO APPROVE THE SCADA SYSTEMS UPGRADE BY MICROCOMM IN THE AMOUNT OF \$55,065."**

Recording Secretary Margie Sullivan conducted the second reading of Bill 3527 by title only.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3527 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 3527 as **Raymore City Ordinance 2020-012.**

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

**A. Award of Contract - Memorial Park Arboretum Light Replacement**

**BILL 3528: "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 REPLACEMENT OF TRAIL LIGHTS IN THE ARBORETUM AT MEMORIAL PARK."**

Recording Secretary Margie Sullivan conducted the first reading of Bill 3528 by title only.

Assistant City Manager Mike Ekey provided a review of the staff report included in the Council packet. This project is part of the FY20 Capital Improvement Plan to provide the replacement of lights along the trail in the Arboretum at Memorial Park. The new lights have been designed to match the existing street lights in Original Town.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3528 by title only.

**DISCUSSION:** None

**VOTE:**

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

**B. Award of Contract - Westgate Drive Extension Project**

**BILL 3531: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH J.M. FAHEY CONSTRUCTION CO. FOR THE WESTGATE DRIVE EXTENSION PROJECT, CITY PROJECT NUMBER 20-242-201, IN THE AMOUNT OF \$597,360.55 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."**

Recording Secretary Margie Sullivan conducted the first reading of Bill 3531 by title only.

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. This project was approved by the voters as part of the 2016 General Obligation Bond election and is an extension of a new proposed Westgate Drive from Kentucky to 58 Highway, referred to in the past as relocated Kentucky Road. He answered general questions from Council.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3531 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 thanked Daryl Smith and Hero Fund USA for funding the external police vest carriers and thanked Ryan Murdock for providing information on COVID19.

#### **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 7:38 p.m.

Respectfully submitted,

Margie Sullivan  
Recording Secretary



# Unfinished Business







**CITY OF RAYMORE  
AGENDA ITEM INFORMATION FORM**

DATE: March 9, 2020

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

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

**TITLE / ISSUE / REQUEST**

Bill 3528 - Memorial Park Arboretum Light Replacement

**STRATEGIC PLAN GOAL/STRATEGY**

Goal 2.3.1 - Incorporate new technology & practices to develop safer walkways & trails

**FINANCIAL IMPACT**

Award To:	Brinton Electric
Amount of Request/Contract:	15,000.00
Amount Budgeted:	30,000.00
Funding Source/Account#:	Fund 47 Park Sales Tax Fund

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
April 2020	May 2020

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission:	Parks and Recreation Board
Date:	February 25, 2020
Action/Vote:	7-0

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Contract

REVIEWED BY:

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

The trail lights in the Arboretum at Memorial Park can no longer be repaired. The Parks and Recreation Board and the Raymore City Council approved a project within the FY20 Capital Budget to remove and replace these lights with street lights that will match the lights in the Original Town Neighborhood and the lights around Municipal Circle.

Staff reviewed two proposals. Both proposals were within the budget. However, one proposal was incomplete. The best and most responsive proposal was from Brinton Electric Company in the amount of \$15,000.

Staff recommends award of contract.

**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 REPLACEMENT OF TRAIL LIGHTS IN THE ARBORETUM AT MEMORIAL PARK.”**

**WHEREAS**, the 13 trail lights at the Arboretum in Memorial Park 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.

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: \_\_\_\_\_  
President

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: 816 354 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      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 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 1/2 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 1/2 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@raytownschools.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
<b>TOTAL BASE BID</b>				

**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  
Suite B

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

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

Raytown MO 64133

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

Phone 816 356 0922

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

Fax 816 356 4404

Email Kory@brintonelectric.com

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.



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: Ryfton 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

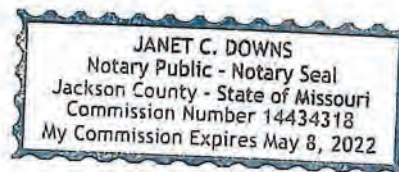
Subscribed and sworn to before me this 6 day of February, 2020.

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.





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

DATE: March 9, 2020

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 3531 - Westgate (Kentucky) Drive Extension Project

**STRATEGIC PLAN GOAL/STRATEGY**

2.2.2: Create & maintain a well-connected transportation network

**FINANCIAL IMPACT**

Award To:	J.M. Fahey Construction Co.
Amount of Request/Contract:	\$597,360.55
Amount Budgeted:	\$800,000
Funding Source/Account#:	2016 General Obligation Bonds

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
April 2020	September 2020

**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

This project involves the extension of Westgate Drive from 58 Highway to Kentucky Road.

Bids for the Westgate (Kentucky) Drive Extension project were received on February 27, 2020, as follows:

J.M. Fahey Construction Co.	\$597,360.55
Wil-Pav, Inc.	\$628,807.50
Gunter Construction Co.	\$646,975.80
Superior Bowen Asphalt Co.	\$675,030.00
Tasco LLC	\$701,325.36

J.M. Fahey Construction Co. was determined to be the lowest and best bidder. Staff recommends the contract for the Westgate (Kentucky) Drive Extension Project to be awarded to J.M. Fahey Construction Co. in the amount of \$597,360.55.



**BILL 3531**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH J.M. FAHEY CONSTRUCTION CO. FOR THE WESTGATE DRIVE EXTENSION PROJECT, CITY PROJECT NUMBER 20-242-201, IN THE AMOUNT OF \$597,360.55 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."**

**WHEREAS**, the Westgate Drive Extension project was approved by the voters as part of the 2016 General Obligation Bond election; and

**WHEREAS**, bids for this project were received on February 27, 2020; and

**WHEREAS**, J.M. Fahey Construction Co. 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 \$597,360.55 with J.M. Fahey Construction Co. for the Westgate (Kentucky) Drive Extension project, attached as Exhibit A.

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

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

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

**DULY READ THE FIRST TIME THIS 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

**Westgate (Kentucky) Drive Extension**

This Contract for Westgate (Kentucky) Drive Extension, hereafter referred to as the **Contract** is made this 23rd day of March, 2020, between J.M. Fahey Construction Company, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 408 High Grove Road, Grandview, MO 64030, 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 20-242-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as

specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

## ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of **120** calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

## ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$597,360.55.

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 approval 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)

**J.M. FAHEY CONSTRUCTION COMPANY**

By: \_\_\_\_\_  
*Andrew M. Fahey*  
Andrew M. Fahey  
vice president

Title: \_\_\_\_\_  
Attest: \_\_\_\_\_  
*Kevin Fahey*  
Kevin Fahey, President

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

**Westgate (Kentucky) Drive Extension**

**ANTICIPATED SCOPE OF SERVICES:**

Construction of Westgate Drive from 58 Highway to Kentucky and turn lane on 58 Highway.

- Stabilized subgrade
- 4075 square yards of asphalt pavement
- 2750 linear feet of curb and gutter with a median on Westgate at 58.
- 311 feet of 15" storm sewer, smaller amounts of 18" & 24" RCP curb and field inlets.
- 715 feet of 5' sidewalk.
- Pedestrian pole modifications.

**1. SPECIFICATIONS WHICH APPLY**

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

**2. PROJECT AWARD**

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

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

**3. PROJECT COMPLETION AND SCHEDULE**

It is expected that the Award of Contract shall be issued by April 2020.

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 120 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. Construction and Survey Controls: Construction and Survey Controls shall be paid for as a lump sum item. The unit cost for this item shall include all labor, equipment and materials to develop and establish necessary control, detail dimensions, slope stakes and measurements required for proper layout and performance of the work. The contractor is responsible for all restaking.

C. 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.
- D. Site Preparation: Site Preparation shall be considered a lump sum item for payment. The unit cost for this line item shall include all labor, materials and equipment necessary to prepare the site for construction as per plan. This includes any necessary removal and disposal of existing improvements, shown or not shown on the demolition plans, and general clearing and grubbing of site necessary to complete the project.
- E. Earthwork; Cut and Fill: Earthwork; Cut and Fill shall be paid for at the unit bid price per cubic yard. The work shall consist of constructing the embankment from material in the excavated areas. There is not a need to bring in additional material to the project. If for some reason there is a problem with the material, we are on the hook. All unsuitable or unused materials will be removed from the site at the expense of the contractor. Embankment and Excavation shall be paid at the bid quantities except when: 1. errors are found in the original computations; 2. an original cross section is found to have an average deviation from true elevation in excess of 12 inches; 3. an authorized change in grade, slope or typical section; 4. an unauthorized deviation decreases the quantities on the plans; 5. quantities are determined by measurement as specified in Section 203.8 of the MoDOT Standard Specifications for Highway Construction.
- F. 9" Deep Stabilized Subgrade: 9" Deep Stabilized Subgrade shall be paid for at the unit bid price per square yard. The unit bid price shall include all labor, equipment and materials to construct a stabilized road subgrade as per the direction of a geo-technical laboratory. Stabilization will extend one foot behind the back of the curb. Any geo-technical costs associated with this line item shall be considered subsidiary.
- G. 2" Thick APWA Type 3-01 Surface Asphalt: 2" Thick APWA Type 3-01 Surface Asphalt shall be paid for at the unit bid price per ton. The unit bid price for this line item shall include all labor, equipment and materials to place the surface course as per specification and plan. Tack oil is to be UltraTack, Trackless Tack NTSS-1HM manufactured by Blacklidge applied at the residual rate of .06 gal/sq yd, CAT-TAC trackless tack manufactured by Hunt Refining applied at the same rate, or other approved trackless tack oil. Paving will not begin until the tack has broken. Milled surface is to be cleaned by a vacuum sweeper immediately prior to tacking. Nuclear density testing of the surface lift shall be considered subsidiary to this line item.
- H. 7" and 10" Thick APWA Type 1-01 RC Base Asphalt: 7" and 10" Thick APWA Type 1-01 RC Base Asphalt shall be paid for at the unit bid price per ton. The unit bid price for this line item shall include all labor,



- equipment and materials to place the base lifts as per specification and plan. Nuclear density testing of each lift shall be considered subsidiary to this line item and is required before subsequent lifts are placed. Tack oil is to be UltraTack, Trackless Tack NTSS-1HM manufactured by Blackledge applied at the residual rate of .06 gal/sq yd, CAT-TAC trackless tack manufactured by Hunt Refining applied at the same rate, or other approved trackless tack oil. Paving will not begin until the tack has broken.
- I. 4" PCCP (Median Paving) with Base Rock: 4" PCCP (Median Paving) with Base Rock shall be paid for at the unit bid price per square yard. The unit bid price for this line item shall include all labor, equipment and materials required to pave the interior of the median island as shown on Sheet 4 "Typical Sections" and the median island at Kentucky as shown on Sheet 15. Concrete shall be a KCMMB 4K mix and the Base Rock shall be 1/2" to 3/4" gravel. Contractor shall observe APWA Hot and Cold Weather Construction Practices as per Raymore City Standards.
  - J. Curb and Gutter CG-1: Curb and Gutter CG-1 shall be paid for at the unit bid price per linear foot. The unit bid price for this line item shall include all labor, materials and equipment required to construct per plan location and detail. Concrete shall be a KCMMB 4K mix and the contractor shall observe APWA Hot and Cold weather construction practices as per Raymore City Specifications.
  - K. Concrete Median Strip: Concrete Median Strip shall be paid for at the unit bid price per square yard. The unit bid price for this line item shall include all labor, equipment and materials required to fill in the median in the area that is not covered by the median paving. The median strip is to be full depth and the Concrete shall be a KCMMB 4K mix and the contractor shall observe APWA Hot and Cold Weather Construction Practices as per Raymore City Standards.
  - L. ADA Ramps: ADA Ramps shall be paid for at the unit bid price per each. The unit bid price for this line item shall include all labor, equipment and materials to construct ADA compliant sidewalk ramps as per Raymore details. The detectable warning surfaces shall be Armor-cast, removable panels.
  - M. Concrete Sidewalk: Concrete Sidewalk shall be paid for at the unit bid price per linear foot. The unit bid price shall include all labor, equipment and materials required to construct 4" thick, 5' wide concrete sidewalk as per plan location and detail. Concrete shall be a KCMMB 4K mix and the contractor shall adhere to APWA Hot and Cold weather practices as per Raymore City Specifications.
  - N. Concrete Testing: Concrete Testing shall be paid for at the unit bid price per each. The unit bid price for this line item shall include all labor,

- materials and equipment required to test the curb and gutter concrete for slump, air content and compressive strength. Tests shall be conducted once per day during curb placement or as directed by the City's representative.
- O. Laboratory Asphalt Testing: Laboratory Asphalt Testing shall be paid for at the unit bid price per each test. The unit bid price for this item shall include all labor, equipment and materials required to verify that the project asphalt Marshall properties match the mix designs submitted to the City prior to the paving operation. One laboratory test per lift will be required or as directed by the Owner.
  - P. Storm Sewer Pipe: Storm Sewer Pipe line items shall be paid for at the unit bid price per linear foot. The unit bid prices for these items shall include all labor, equipment, materials, excavation, bedding and backfill to place the storm sewer pipe as per plan locations and specifications. Measurement shall be from inside face to inside face of the structures and shall exclude the flared end sections. Concrete collar is subsidiary to this line item.
  - Q. Curb and field inlets: Curb and Field Inlets shall be for at the unit bid price per each. The unit bid price shall include all labor, equipment and materials required to install the inlets as per plan location and specifications and to adjust the existing junction box. The contractor shall submit a stamped, precast design for the 12' x 4' lid.
  - R. Flared End Sections: Flared End Sections shall be paid for at the unit bid price per each. The unit bid price shall include all labor, equipment and materials to install the end sections, including toe walls, as per City details and specifications.
  - S. Riprap: Riprap shall be paid for at the unit bid price per square yard installed. Measurement will be parallel to sloping surfaces. The unit bid price shall include all labor, equipment and materials required to place riprap as per plan location and detail. The thickness of the riprap shall conform to the plan and detail dimension. Filter fabric shall be installed as per detail and considered subsidiary to this line item.
  - T. Signage: Signage shall be paid for at the unit bid price per each. The unit bid price shall include all labor, equipment and materials to install signs as per the MUTCD at locations indicated on the plans.
  - U. Striping: Striping shall be paid for at the unit bid price per linear foot. The unit bid price shall include all labor, equipment and materials required to apply striping as per plan. The striping shall be applied with MoDoT approved, high-build acrylic paint.



- V. Arrows: Arrows shall be paid for at the unit bid price per each. The unit bid price shall include all labor, equipment and materials required to apply arrows as per plan. The arrows shall be applied with MoDoT.
- W. Pedestrian Pole Modifications: Pedestrian Pole Modifications shall be considered as a lump sum for payment. The lump sum price shall include all labor, equipment and materials required to modify or relocate the poles as per plan. All work and materials shall be to MoDot standards.
- X. Message Boards: Message Boards shall be paid for at the unit bid price per day per board. The unit bid price shall include all labor, equipment and materials required to place electronic message boards at locations determined by the City and displaying a message dictated by the City.
- Y. Temporary Traffic Control: Traffic Control shall be considered a lump sum for payment. The unit bid cost for this item shall include all materials, labor and equipment required to provide a safe working environment including, but not limited to, all signage to control traffic through the work area as required by the MUTCD and dictated on the plans. Access must be maintained to Firestone and the car wash at all times.
- Z. Silt Fence: Silt fence shall be paid for at the unit bid price per linear foot. The unit bid price shall include all labor, equipment and materials required to install, maintain, replace when necessary and ultimately remove from plan locations or as where required by the Owner. Initial excavation of depressions on the upstream side of silt fence to create added storage shall be subsidiary.
- AA. Inlet Protection: Inlet Protection shall be paid for at the unit bid price per each. The unit bid price shall include all labor, equipment and materials to install at locations as shown on plan, maintain, replace when necessary and remove. When used without other qualifier, the phrase "Straw Wattle" shall be considered equivalent to a 9-inch Class A Biodegradable Log.
- BB. Restoration: Restoration shall be paid for at the unit bid price per acre. The unit bid price shall include all labor, equipment and materials required to establish grass on disturbed areas. Seeding will be paid for when grass is established to the coverage density required by APWA. Areas that are disturbed which lie outside the Contractor's seeding limits, as defined by the Plans or Contract Documents, will not be measured for payment, but shall be restored to a condition equal to or better than that existing prior to construction.
- CC. Construction Entrances: Construction Entrances shall be paid for at the unit bid price per each. The unit bid price shall include all labor, equipment, and materials to install at the plan locations and as per detail, maintain and remove.

7. ADDITIONAL INFORMATION

7.1 Project is tax exempt.

**CITY OF RAYMORE, MISSOURI**  
**RFP # 20-242-201**

**Appendix B**  
**General Terms and Conditions**

A. *Procedures*

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Public Works Director or their authorized representative(s) in consultation with the Finance Director. The Contractor shall not comply with requests and/or orders issued by an unauthorized individual. The Public Works Director will designate their authorized representatives in writing. Both the City of Raymore and the Contractor must approve any changes to the contract in writing.

B. *Contract Period*

Award of this contract is anticipated prior to the end of April, 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 20-242-201

**PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS**

I (authorized agent) ANDREW M. FAHEY having authority to act on behalf of (Company name) J.M. FAHEY CONSTRUCTION COMPANY do hereby acknowledge that (Company name) J.M. FAHEY CONSTRUCTION COMPANY 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: J.M. FAHEY CONSTRUCTION COMPANY


ADDRESS: 408 HIGH GROVE RD. Street

ADDRESS: GRANDVIEW MISSOURI 64030  
City State Zip

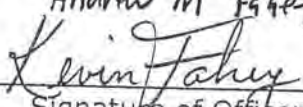
PHONE: 816-763-3010

E-MAIL: amfahey@jmfahey.com

DATE: 2/27/2020  
(Month-Day-Year)

  
Signature of Officer/Title  
Andrew M Fahey vice president

DATE: 2/27/2020  
(Month-Day-Year)

  
Signature of Officer/Title  
Kevin R Fahey, President

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 20-242-201

**CONTRACTOR DISCLOSURES**

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

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

## Legal Matters

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

Yes      No     If yes, provide details in an attachment.

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

Yes      No     If yes, provide details in an attachment.

## Required Representations

In submitting this RFP, the Firm makes the following representations, which it understands are required as a condition of performing the Contract Work and receiving payment for 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 20-242-201

**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>	SEE ATTACHED
<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>	SEE ATTACHED
<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>	SEE ATTACHED
<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>	SEE ATTACHED
<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>	SEE ATTACHED
<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: \_\_\_\_\_ 49 \_\_\_\_\_

State the current number of personnel on staff: \_\_\_\_\_ 75 \_\_\_\_\_



## J.M. FAHEY CONSTRUCTION COMPANY

### ACTIVE PROJECTS IN EXCESS OF \$1,000,000

PROJECT	CONTRACT AMOUNT	STATUS	OWNER - CONTACT
18-2 Resurface Designated Streets	\$5,098,061.90	Close Out	KCMO - Kerry Kanatzar - (816) 513-4743
NW 72nd St. Improvements	\$2,894,261.40	Active	KCMO - Kim Pemberton - (816) 513-2741
Mission Rd.	\$3,219,842.85	Active	Leawood - Michelle Sherry - (913) 663-9135
19-2 Resurface Designated Streets	\$3,458,444.00	Active	KCMO - Garrett Ross - (816) 513-4701
19-3 Resurface Designated Streets	\$3,421,794.00	Active	KCMO - Garrett Ross - (816) 513-4701
I-49 Outer Road	\$1,779,888.00	Active	Belton - Nikia Freiburger - (816) 331-4331
179th St. Improvements	\$1,273,963.81	Active	Overland Park - Kasim Azhar - (913) 895-6052
2019 Street Resurfacing	\$2,788,750.00	Active	UG - Brandon Grover - (913) 573-5704

### ACTIVE PROJECTS LESS THAN \$1,000,000

PROJECT	CONTRACT AMOUNT	STATUS	OWNER - CONTACT
Winn Rd. Phase II	\$176,942.75	Close Out	KCMO - Mario Vasquez - (816) 513-6984

### COMPLETED PROJECTS IN EXCESS OF \$1,000,000

PROJECT	CONTRACT AMOUNT	STATUS	OWNER - CONTACT
2018 NSRP #2	\$1,718,221.15	Closed	UG - Brandon Grover - (913) 573-5704
135th St. Improvements	\$2,449,963.36	Closed	KCMO - Kim Pemberton - (816) 513-2741
2017 NSRP #2	\$1,564,312.68	Closed	UG - Brandon Grover - (913) 573-5704
2017 Paving & CARS Program	\$2,475,000.00	Closed	Prairie Village - Melissa Prenger - (913) 385-4655
17-2 Resurface Designated Streets	\$3,339,864.55	Close Out	KCMO - Kerry Kanatzar - (816) 513-4743
17-3 Resurface Designated Streets	\$2,543,550.96	Closed	KCMO - Kerry Kanatzar - (816) 513-4743
58 Highway	\$1,400,513.60	Closed	Raymore - Mike Krass - (816) 892-3017
JOCO Airport	\$4,199,559.75	Closed	Johnson County
16-2 Resurface Designated Streets	\$2,849,515.92	Closed	KCMO - Kerry Kanatzar - (816) 513-4743
16-3 Resurface Designated Streets	\$2,287,820.26	Closed	KCMO - Kerry Kanatzar - (816) 513-4743
Main St. Phase 4	\$1,960,154.01	Closed	City of Grandview
Hook Rd. Shoulders	\$1,399,234.50	Active	Lee's Summit - Steven Proudfit - (816) 969-1800
2019 CARS Program	\$1,426,399.75	Active	Prairie Village - Melissa Prenger - (913) 385-4655



**PROPOSAL FORM D**  
RFP 20-242-201

Proposal of J.M. FAHEY CONSTRUCTION COMPANY, 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. 20-242-201- Westgate (Kentucky) Drive Extension.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 1,2, 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. 20-242-201

Westgate (Kentucky) Drive Extension

Base Bid				
Bid Items	Units	Estimat ed Quantit ies	\$/Units	Total
Mobilization, Bonds and Insurance	LS	1	10,000 <sup>00</sup>	10,000 <sup>00</sup>
Construction and Survey Controls	LS	1	6,075 <sup>00</sup>	6,075 <sup>00</sup>
SWPPP & Land Disturbance	LS	1	2,400 <sup>00</sup>	2,400 <sup>00</sup>
Site Preparation	LS	1	18,200 <sup>00</sup>	18,200 <sup>00</sup>
Westgate Earthwork - Cut	Cu Yds	2240.5	32 <sup>00</sup>	71,696 <sup>00</sup>
Westgate Earthwork - Fill	Cu Yds	1575.4	6 <sup>00</sup>	9,452 <sup>40</sup>
58 HWY Turn Lane Earthwork - Cut	Cu Yds	170.6	35 <sup>50</sup>	6,056 <sup>30</sup>
9" Deep Stabilized Subgrade	Sq Yds	4643	7 <sup>00</sup>	32,501 <sup>00</sup>
2" Type 3 Asphalt Surface	Tons	450	78 <sup>25</sup>	35,437 <sup>50</sup>
10" Type 1 Asphalt Base	Tons	120	68 <sup>00</sup>	8,160 <sup>00</sup>
7" Type 1 Asphalt Base	Tons	1486	60 <sup>00</sup>	89,160 <sup>00</sup>
4" PCCP (Median Paving) with Base Rock	SY	37.8	81 <sup>00</sup>	3,061 <sup>80</sup>
CG-1 Curb and Gutter	LF	2750	30 <sup>00</sup>	82,500 <sup>00</sup>
Concrete Median Strip	SY	49	62 <sup>50</sup>	3,062 <sup>50</sup>
ADA Ramps	Each	3	2,600 <sup>00</sup>	7,800 <sup>00</sup>
4" Thick Concrete Sidewalk with Base Rock	SY	397	80 <sup>00</sup>	31,760 <sup>00</sup>
Concrete Testing	Each	2	1,100 <sup>00</sup>	2,200 <sup>00</sup>
Asphalt Laboratory Testing	Each	2	1,600 <sup>00</sup>	3,200 <sup>00</sup>
24" Reinforced Concrete Pipe	LF	8	430 <sup>00</sup>	3,440 <sup>00</sup>
15" RCP	LF	311	125 <sup>25</sup>	39,108 <sup>25</sup>
18" RCP	LF	31	125 <sup>25</sup>	3,898 <sup>25</sup>
4' x 4' Curb Inlet	Each	2	5,900 <sup>00</sup>	11,800 <sup>00</sup>
3' x 2' Curb Inlet, Deeter 2045	Each	1	5,400 <sup>00</sup>	5,400 <sup>00</sup>
4' x4' CI on CG-1	Each	6	5,900 <sup>00</sup>	35,400 <sup>00</sup>
4' x4' Junction Box	Each	2	5,700 <sup>00</sup>	11,400 <sup>00</sup>



12' x 4' Curb Inlet	Each	1	11,800 <sup>00</sup>	11,800 <sup>00</sup>
4' x 4' Area Inlet	Each	1	5,700 <sup>00</sup>	5,700 <sup>00</sup>
15" Flared End Section	Each	2	1,200 <sup>00</sup>	2,400 <sup>00</sup>
18" Flared End Section	Each	1	1,300 <sup>00</sup>	1,300 <sup>00</sup>
Rip-rap	SY	32	70 <sup>00</sup>	2,240 <sup>00</sup>
Adjust Junction Box	Each	1	2,600 <sup>00</sup>	2,600 <sup>00</sup>
"Right Lane Must Turn Right", 30" x 30", R3-7R Sign	Each	1	230 <sup>00</sup>	230 <sup>00</sup>
Stop Sign, R1-1	Each	3	230 <sup>00</sup>	690 <sup>00</sup>
Straight/Left Sign M6-7L	Each	1	230 <sup>00</sup>	230 <sup>00</sup>
Straight/Left Sign R3-6L	Each	1	230 <sup>00</sup>	230 <sup>00</sup>
Double Arrow Split Sign W12-1	Each	1	230 <sup>00</sup>	230 <sup>00</sup>
24" Solid White Stripe	LF	127	5 <sup>10</sup>	647 <sup>20</sup>
8" Solid Yellow Stripe	LF	25	2 <sup>05</sup>	51 <sup>25</sup>
8" Solid White Stripe	LF	137	2 <sup>05</sup>	280 <sup>65</sup>
6" Solid White Stripe	LF	236	1 <sup>05</sup>	247 <sup>80</sup>
4" Yellow Stripe	LF	5138	0 <sup>25</sup>	3,853 <sup>50</sup>
4" White Stripe	LF	370	0 <sup>25</sup>	277 <sup>50</sup>
Left Arrows	Each	2	105 <sup>00</sup>	210 <sup>00</sup>
Right Arrows	Each	5	105 <sup>00</sup>	525 <sup>00</sup>
Pedestrian Pole Modifications	LS	1	12,000 <sup>00</sup>	12,000 <sup>00</sup>
Message Board	Each per day	10	105 <sup>00</sup>	1,050 <sup>00</sup>
Traffic Control	LS	1	11,000 <sup>00</sup>	11,000 <sup>00</sup>
Silt Fence	LF	2267	1 <sup>35</sup>	3,060 <sup>45</sup>
Inlet Checks/Gutter Protection	Each	11	85 <sup>00</sup>	935 <sup>00</sup>
Restoration	Acres	1.55	1,550 <sup>00</sup>	2,402 <sup>50</sup>
<b>TOTAL BASE BID</b>				<b>597,360<sup>55</sup></b>

*ANK*

Total Base Bid for Project Number: 20-242-201

\$ 597,360<sup>55</sup> *ANK*

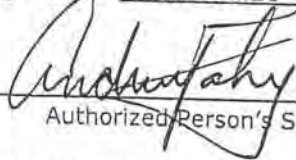
In blank above insert numbers for the sum of the bid.

(\$ Five Hundred ninety seven thousand, three hundred sixty and <sup>55</sup>/<sub>100</sub>)

In blank above write out the sum of the bid.

**BID PROPOSAL FORM E - RFP 20-242-201  
CONTINUED**

**Company Name** J.M. FAHEY CONSTRUCTION COMPANY

**By**   
Authorized Person's Signature

ANDREW M. FAHEY, VICE PRESIDENT  
Print or type name and title of signer

**Company Address** \_\_\_\_\_  
408 HIGH GROVE RD.  
GRANDVIEW, MISSOURI 64030

**Phone** 816-763-3010

**Fax** 816-763-3010

**Email** amfahey@jmfahay.com

**Date** 2/27/2020

**ADDENDA**

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. 2

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**

Westgate (Kentucky) Drive Extension  
Project #20-242-201

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

**Addendum No. 1 - clarification.**

1. **The City is currently working with Evergy to relocate the power pole on Kentucky and expects to have that completed before the start of construction.**
2. **The City has not conducted any subsurface investigation of the site.**

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after February 21st, 2020 at 5 p.m.

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

Company Name: J.M. FAHEY CONSTRUCTION COMPANY

By: ANDREW M. FAHEY

Title: VICE PRESIDENT

Address: 408 HIGH GROVE RD.

City, State, Zip: GRANDVIEW, MISSOURI 64030

Date: 2/27/2020 Phone: 816-763-3010

Signature of Bidder: 

**ADDENDUM MUST BE SUBMITTED WITH BID**



**CITY OF RAYMORE**

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



**ADDENDUM NO. 2**

Westgate (Kentucky) Drive Extension  
Project #20-242-201

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. 2 - Question**

1. The restoration bid item consists of both seeding and sod. The plan locations for seeding and sod include the same areas. Could you provide a detail for the locations? For example is the sod to be placed near the roadway and then the seed outside of the sod to the construction limits. How will Raymore handle payment if the sod were to overrun.

**Answer:** The plan quantities should be ignored and it should be bid as per section BB of the Measurement and Payment section of the special provisions that address the Restoration line item.

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after February 21st, 2020 at 5 p.m.

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

Company Name: J.M. FAHEY CONSTRUCTION COMPANY


By: ANDREW M. FAHEY

Title: VICE PRESIDENT

Address: 408 HIGH GROVE RD.

City, State, Zip: GRANDVIEW, MISSOURI 64030

Date: 2/27/2020 Phone: 816-763-3010

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 ANDREW M. FAHEY, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: ANDREW M. FAHEY

Company: J.M. FAHEY CONSTRUCTION COMPANY

Address: 408 HIGH GROVE RD. GRANDVIEW, MISSOURI 64030

- 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 #20-242-201.
- 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.

J.M. FAHEY CONSTRUCTION COMPANY

Company Name

*Andrew M. Fahey*  
Signature

Name: ANDREW M. FAHEY

Title: VICE PRESIDENT

STATE OF MISSOURI COUNTY OF JACKSON

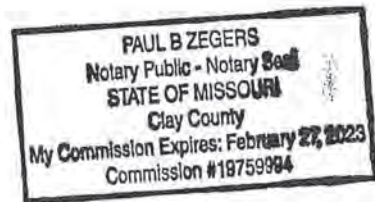
Subscribed and sworn to before me this 27TH day of FEBRUARY, 2020.

Notary Public: *Paul B. Zegers*

My Commission Expires: 02/27/23 Commission # 19759994

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.



# New Business





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

DATE: March 23, 2020

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 3533 - Fire Hydrant Replacement Project

**STRATEGIC PLAN GOAL/STRATEGY**

2.1 Set the standard for a safe and secure community

**FINANCIAL IMPACT**

Award To:	Dexter's Plumbing and Excavating
Amount of Request/Contract:	\$101,715
Amount Budgeted:	\$144,000
Funding Source/Account#:	Fund 54 Ent. Capital Maint.

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
May 2020	

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Contract  
Replacement Map

**REVIEWED BY:**

Jim Feuerborn



## BACKGROUND / JUSTIFICATION

This project includes replacement of 16 non-operational fire hydrants at locations shown on the attached map.

Staff reviewed bids for the Fire Hydrant Replacement Project on March 11:

Dexter's Plumbing and Excavating	\$101,715
Breit Construction	\$119,229
Hettinger Excavating	\$123,497
J&N Utilities	\$135,705
Redford Construction	\$136,900
Pyramid Excavation and Construction	\$138,883

Dexter's Plumbing and Excavating was determined to be the lowest and best bidder. Staff recommends the contract for the Fire Hydrant Replacement Project to be awarded to Dexter's Plumbing and Excavating in the amount of \$101,715.

**BILL 3533**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH DEXTER'S PLUMBING AND EXCAVATING, LLC. FOR THE FIRE HYDRANT REPLACEMENT PROJECT, CITY PROJECT NUMBER 20-348-501, IN THE AMOUNT OF \$101,715 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."**

**WHEREAS**, the Fire Hydrant Replacement project was included in the 2020 Capital Budget; and

**WHEREAS**, bids for this project were received on March 11, 2020; and

**WHEREAS**, Dexter's Plumbing and Excavating, LLC. has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is directed to enter into a contract in the amount of \$101,715 with Dexter's Plumbing and Excavating, LLC. for the Fire Hydrant Replacement project, attached as Exhibit A.

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

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

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

**DULY READ THE FIRST TIME THIS 23RD DAY OF MARCH, 2020.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 13TH DAY OF APRIL, 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

**2020 Fire Hydrant Replacement**

This Contract for 2020 Fire Hydrant Replacement Project, hereafter referred to as the **Contract** is made this 13th day of April, 2020, between Dexter's Plumbing and Excavating LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at PO Box 1161, Stockton, MO 65785, 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 April 13, 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 20-348-501 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 **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 \$101,715.

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 approval 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)

**DEXTER'S PLUMBING AND EXCAVATING LLC.**

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

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

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

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

**2020 Fire Hydrant Replacement**

**ANTICIPATED SCOPE OF SERVICES:**

- Replace 20 fire hydrants
- Install three, 6 inch gate valves at three of the hydrants
- Install 2 Hydra-stop Insta-valves
- Cut in one valve on an existing DIP water line.
- Replace 150 sq feet of sidewalk, if damaged
- Restore any damaged lawns or landscaping
- Provide traffic control

**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 anticipated that Notice of Award shall be issued April 2020.

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

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

4. ENGINEER

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

5. GENERAL CONDITIONS

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

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

6. MEASUREMENT AND PAYMENT

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

A. **Mobilization, Bonds, and Insurance:** Mobilization, Bonds and Insurance will be considered a lump sum item for payment. The total lump sum price for this item shall not exceed 5% of the total base bid price.

B. **Fire Hydrant Removal and Replacement:** Fire Hydrant Removal and Replacement will be paid for at the unit bid price per each. The unit bid price shall include all materials, labor and equipment required to remove and dispose of the existing hydrant and pipe back to the valve and install a new hydrant as per City specifications, including thrust blocks, anchor couplings and any necessary restraint. The hydrants shall be Clow Medallion. An approved equal would have to meet the attached specifications to the City's satisfaction.

- C. **6 Inch Gate Valve:** 6 Inch Gate Valve shall be paid for at the unit bid price per each. The unit bid price shall include all materials, labor and equipment required to install valves at three of the new hydrants or at any other hydrant where the valve is inoperable. Removal of an inoperable valve is considered subsidiary to this line item. The valve is to be a East Jordan Flowmaster Resilient Wedge Gate Valve or approved equal.. All valve risers shall be ductile iron. The contractor is required to notify the residents affected by the water shut off by door hangers 48 hours in advance.
- D. **6" Hydra-Stop Insta-valves:** Hydra-Stop Insta-valves shall be paid for at the unit bid price each. The unit bid price shall include all materials, labor and equipment required to install the valves on live water lines. All potholing and excavation to determine material and size of pipe shall be considered subsidiary to this line item.
- E. **Ductile Iron Valve Stem Risers:** Ductile Iron Valve Stem Risers shall be paid for at the unit bid price per each. The unit bid price shall include all labor, equipment and materials to install the risers on new or existing valves and to dispose of the existing risers.
- F. **Cut In Tees:** Cut In Tees shall be paid for at the unit bid price per each. The unit bid price shall include all labor, equipment and materials to install ductile iron tees on existing lines where necessary and to restrain the valve and hydrant assembly Thrust blocks will be considered subsidiary to this line item.
- G. **5' Fire Hydrants Supplied by the City:** 5' Fire Hydrants Supplied by the City shall be paid for at the unit bid price per each. The unit bid price shall include all labor, equipment and materials required to remove the existing hydrant and pipe back to the valve and install the new hydrant as per City specifications, including thrust blocks, anchor couplings and any necessary restraint.
- H. **Sidewalk:** Sidewalk shall be paid for at the unit bid price per square foot. The unit bid price shall include all labor, equipment and materials required to remove, dispose of and replace any sidewalk damaged during hydrant and valve installation. Concrete shall be a KCMMB 4K mix and the new sidewalk shall be doveled into the existing sidewalk.
- I. **Traffic Control:** Traffic Control shall be considered a lump sum item for payment. The unit bid price shall include all labor, equipment and materials necessary to maintain a safe work zone. All signage and

barricades shall meet the MUTCD standards and the City reserves the right to require additional traffic control measures above what the contractor has supplied if deemed necessary.

- J. **Restoration:** Restoration shall be considered a lump sum item for payment. The unit bid price shall include all labor, equipment and materials required to restore any grass, vegetation or landscaping damaged during installation of the hydrants or valves. Sod will be placed in residential lawns, seed and mulch shall be used in non maintained areas. Restoration shall be considered complete when the grass is established as per APWA specifications.

7. ADDITIONAL INFORMATION

- 7.1 Project is tax exempt.



**CITY OF RAYMORE, MISSOURI**  
**# 20-348-501**

**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 April, 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 20-348-501

**PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS**

I (authorized agent) Dexter Winder having authority to act on behalf of (Company name) Dexters Plumbing + Excavating LLC do hereby acknowledge that (Company name) Dexter's Plumbing + Excavating 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: Dexter's Plumbing + Excavating LLC

ADDRESS: PO Box 1161  
Street

ADDRESS: Stockton MO 95785  
City State Zip

PHONE: 417-327-9007

E-MAIL: dexterwinder@gmail.com

DATE: 03/09/20  
(Month-Day-Year)

[Signature]  
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 20-348-501

**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      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 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 20-348-501

**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>	City of Stockton, MO
<b>ADDRESS</b>	1424 S. St. Stockton, MO
<b>CONTACT PERSON</b>	John Wilson
<b>CONTACT EMAIL</b>	cityinspector@stocktonmo.org
<b>TELEPHONE NUMBER</b>	417-955-0072
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	Surf Street 6" water line extension, \$74,000 <sup>00</sup> , 6/5/19

<b>COMPANY NAME</b>	National Park Service
<b>ADDRESS</b>	601 Riverfront Drive Omaha, NE
<b>CONTACT PERSON</b>	Chad Johnson
<b>CONTACT EMAIL</b>	chad_johnson@nps.gov
<b>TELEPHONE NUMBER</b>	620-223-0310
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	30' of 6" DIP, \$16,513, 9/27/19



COMPANY NAME	Agape Boarding School
ADDRESS	12998 E 1400 <sup>th</sup> RD Stockton, MO
CONTACT PERSON	Mike Thomas
CONTACT EMAIL	mikethomasconst@yahoo.com
TELEPHONE NUMBER	417-684-3995
PROJECT, AMOUNT AND DATE COMPLETED	Water line extension, \$98,000 <sup>00</sup> , 95% Complete

COMPANY NAME	Brady Construction
ADDRESS	115 N Foxhill Cir Nixa, MO
CONTACT PERSON	Dennis Brady
CONTACT EMAIL	dennis.brady1972@yahoo.com
TELEPHONE NUMBER	417-291-1565
PROJECT, AMOUNT AND DATE COMPLETED	Foxhill Circle, 42,300 <sup>00</sup> , 8/26/19

COMPANY NAME	RRM Investment Properties
ADDRESS	413 S Springfield Ave Belivar, MO
CONTACT PERSON	Richard Matti
CONTACT EMAIL	richardmatti jr@yahoo.com
TELEPHONE NUMBER	417-399-7380
PROJECT, AMOUNT AND DATE COMPLETED	Demolition, \$51,000 <sup>00</sup> , 2/8/19

State the number of Years in Business: 4

State the current number of personnel on staff: 4

**PROPOSAL FORM D**  
RFP 20-348-501

Proposal of Dexter's Plumbing + Excavating organized and  
(Company Name)  
existing under the laws of the State of Missouri; doing business  
as individual (\*)

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. 20-348-501- 2020 Fire Hydrant 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.



**\*REVISED\* BID PROPOSAL FORM E – Project No. 20-348-501**

**2020 Fire Hydrant Replacement**

**Base Bid**

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance - not to exceed 5%	Lump Sum	1	4,800	\$4,800
Fire Hydrant Removal & Replace	Each	13	3,875	\$50,375
6" Gate Valve	Each	3	1,100	\$3,300
6" Hydra-Stop Insta-valve	Each	2	8,620	\$17,240
DIP Valve Riser	Each	16	275	\$4,400
Cut in Tees	Each	3	2,200	\$6,600
5' Hydrants supplied by City (installation, removal existing)	Each	3	1,800	\$5,400
Sidewalk	Sq Ft	150	14	\$2,100
Traffic Control	LS	1	2,500	\$2,500
Restoration	LS	1	5,000	\$5,000
TOTAL BASE BID				\$101,715

Total Base Bid for Project Number: 20-348-501

\$ 101,715<sup>00</sup>

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

(\$ one hundred one thousand, seven hundred, fifteen  
and no cents.)

In blank above write out the sum of the bid.

**BID PROPOSAL FORM E – RFP 20-348-501  
CONTINUED**

**Company Name** Dexter's Plumbing + Excavating

**By** Carl Dexter Winder  
Authorized Person's Signature

Carl "Dexter" Winder  
Print or type name and title of signer

**Company Address** PO Box 1161  
Stockton, MO 65785

**Phone** 417-327-9007

**Fax** \_\_\_\_\_

**Email** dexterwinder@gmail.com

**Date** 3/9/20

**ADDENDA**

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

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

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

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

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

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

**LATE BIDS CANNOT BE ACCEPTED!**



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



**ADDENDUM NO. 1**  
Fire Hydrant Replacement  
Project #20-348-501

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 - Clarification and Question**

1. The only acceptable fire hydrants are the Clow Medallion and the EJ 5CD250. No others will be considered.
2. Appendix A; Scope of Services and Special Provisions; Section 6: Measurement and Payment; Section B updated as follows:

**Fire Hydrant Removal and Replacement:** Fire Hydrant Removal and Replacement will be paid for at the unit bid price per each. The unit bid price shall include all materials, labor and equipment required to remove and dispose of the existing hydrant and pipe back to the valve and install a new hydrant as per City specifications, including thrust blocks, anchor couplings and any necessary restraint. The hydrants shall be Clow Medallion and the EJ 5CD250. No others will be considered.

3. There are sixteen hydrants to be removed and replaced. See the map attached to the bid packet for locations and the revised bid sheet. The City will supply three of these hydrants and these hydrants have five foot long barrels. The contractor is responsible for supplying the other 13.

4. Appendix A; Scope of Services and Special Provisions; Section 6: Measurement and Payment; Section G updated as follows:

**5' Fire Hydrants Supplied by the City (installation and removal of existing):** 5' Fire Hydrants Supplied by the City shall be paid for at the unit bid price per each. The unit bid price shall include all labor, equipment and materials required to remove the existing hydrant and pipe back to the valve and install the new hydrant as per City specifications, including thrust blocks, anchor couplings and any necessary restraint.

5. Bid Proposal Form E revised. See attached

6. **Question:** Are all materials used on this project required to be made in the USA; Valve's, hydrants, and ductile iron fittings?

**Answer:** Raymore abides by RSMo 34.353 and this is Section Y of Appendix B, General Terms and Conditions of the RFP.

6. Pre-bid Attendees

Dexters Plumbing  
Hettinger Excavating  
Pyramid Excavation & Construction

Breit Construction  
Redford Construction

J&N Utilites  
Core & Main

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after March 6, 2020 at 5 p.m.

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

Company Name: Dexter's Plumbing + Excavating LLC

By: Dexter Winder

Title: Owner

Address: PO Box 1161

City, State, Zip: Stockton, MO 65285

Date: 3/9/20 Phone: 417-327-9007

Signature of Bidder: Carl Dexter Winder

**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 Carl Dexter Winder who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Carl D Winder

Company: Dexter's Plumbing + Excavating, LLC

Address: PO Box 1141 Stockton, MO 65785

- 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 # 20-348-501.
- 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.

Dexter's Plumbing + Excavating LLC  
Company Name

Carl Defta Winder  
Signature

Name: Carl D Winder

Title: Owner



STATE OF Missouri COUNTY OF Cedar

Subscribed and sworn to before me this 9 day of March, 2020.

Notary Public: Beverly Stockstill

My Commission Expires: Sept 13 2023 Commission # 15237728

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.

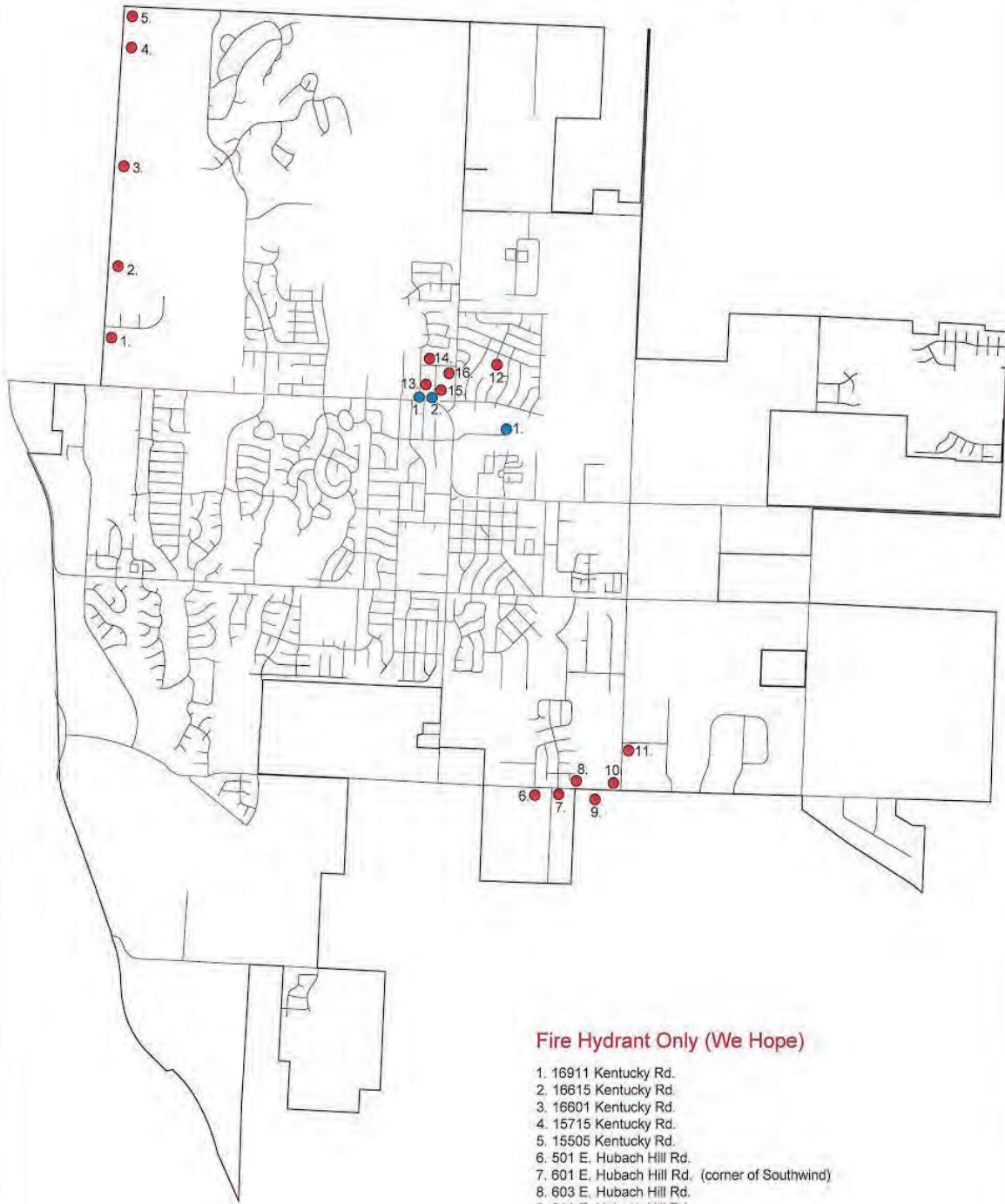
Company ID Number: 1516739

## Approved by:

<b>Employer</b> Dexters Plumbing and Excavating LLC	
Name (Please Type or Print) Carl D Winder	Title
Signature Electronically Signed	Date 03/06/2020
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/06/2020



## 2020 Fire Hydrant Replacement Map



### Insta-valve

- 1. 406 W. Foxwood Dr. (Install on Arabian)
- 2. 400 Appaloosa (Install on Appaloosa)

### Cut-in valve

- 1. 110 E. Pine (Install in cul-d-sac)

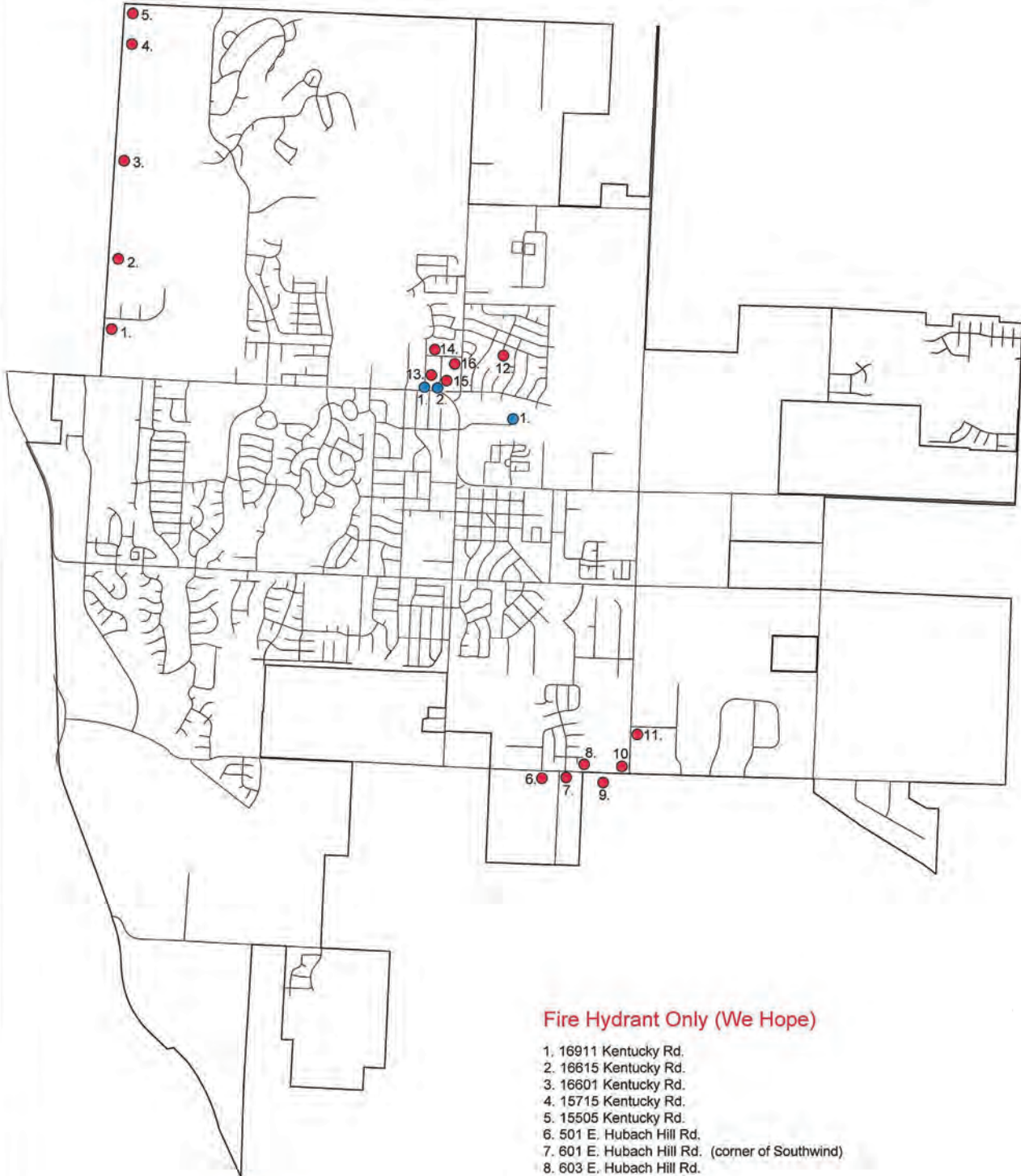
### Fire Hydrant Only (We Hope)

- 1. 16911 Kentucky Rd.
- 2. 16615 Kentucky Rd.
- 3. 16601 Kentucky Rd.
- 4. 15715 Kentucky Rd.
- 5. 15505 Kentucky Rd.
- 6. 501 E. Hubach Hill Rd.
- 7. 601 E. Hubach Hill Rd. (corner of Southwind)
- 8. 603 E. Hubach Hill Rd.
- 9. 611 E. Hubach Hill Rd.
- 10. 900 E. Hubach Hill Rd.
- 11. 1001 S. Lincoln Ave.
- 12. 508 N. Jackson Ct.
- 13. 406 Appaloosa

### Fire Hydrant & Valve

- 14. 410 Palomino
- 15. 403 Arabian
- 16. 401 Palomino (Dead-end line, no existing hydrant)

# 2020 Fire Hydrant Replacement Map



### Insta-valve

- 1. 406. W. Foxwood Dr. (Install on Arabian)
- 2. 400 Appaloosa (Install on Appaloosa)

### Cut-in valve

- 1. 110 E. Pine (Install in cul-d-sac)

### Fire Hydrant Only (We Hope)

- 1. 16911 Kentucky Rd.
- 2. 16615 Kentucky Rd.
- 3. 16601 Kentucky Rd.
- 4. 15715 Kentucky Rd.
- 5. 15505 Kentucky Rd.
- 6. 501 E. Hubach Hill Rd.
- 7. 601 E. Hubach Hill Rd. (corner of Southwind)
- 8. 603 E. Hubach Hill Rd.
- 9. 611 E. Hubach Hill Rd.
- 10. 900 E. Hubach Hill Rd.
- 11. 1001 S. Lincoln Ave.
- 12. 508 N. Jackson Ct.
- 13. 406 Appaloosa

### Fire Hydrant & Valve

- 14. 410 Palomino
- 15. 403 Arabian
- 16. 401 Palomino (Dead-end line, no existing hydrant)



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

DATE: March 23, 2020

SUBMITTED BY: Jim Feuerborn

DEPARTMENT: Administration

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

**TITLE / ISSUE / REQUEST**

Bill 3537: Water and Sewer Rate Temporary Reduction - Emergency Read

**STRATEGIC PLAN GOAL/STRATEGY**

Goal 4.1: Provide Exceptional Service - Serve All People

**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

The City Council desires to temporarily reduce water and sewer rates for the current 30-day billing cycle by 5%.

They are doing this to support the CDC guidelines for frequent washing of clothes, hands, and surfaces during the current COVID19 outbreak.

**BILL 3537**

**ORDINANCE**

**“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, DECREASING WATER AND SEWER RATES BY 5% FOR THE NEXT 30-DAY PERIOD TO ENCOURAGE GREATER WATER USAGE IN SUPPORT OF CDC GUIDELINES DURING THE COVID19 OUTBREAK AND IN ORDER TO IMPLEMENT THE REDUCTION IMMEDIATELY THE MAYOR IS AUTHORIZED TO DECLARE THIS AN EMERGENCY.”**

**WHEREAS**, the City Council has taken immediate steps to support citizens during the COVID19 outbreak; and

**WHEREAS**, those steps have included not shutting off water/sewer customers for non-payment of bills, reducing lobby traffic to provide for social distancing by permanently eliminating the fees for making on-line payments, canceling Board and Commission meetings, and imploring persons to not attend Council meetings and watch via remote video; and

**WHEREAS**, the Council wishes to further support its citizens by reducing water and sewer rates for the current 30-day billing cycle during the outbreak by 5%; and

**WHEREAS**, unlike the other steps already taken by the Mayor and Council the temporary reduction in water and sewer rates requires formal Council action.

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

Section 1. The City Manager is instructed to implement a temporary 5% reduction in the water and sewer rates for the current billing cycle.

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.

Section 4. Emergency Reading. In order to implement the reduction in rates immediately the Mayor hereby authorizes the passage of this ordinance as an emergency Bill.



**DULY READ THE FIRST TIME THIS 23rd 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 Jacobsen  
Councilmember Townsend

ATTEST:

APPROVE:

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

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

\_\_\_\_\_  
Date of Signature



**CITY OF RAYMORE  
AGENDA ITEM INFORMATION FORM**

DATE: March 23, 2020

SUBMITTED BY: Mike Ekey

DEPARTMENT: Administration

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

**TITLE / ISSUE / REQUEST**

Bill 3538: Administrative Policy Manual Update and Amendment

**STRATEGIC PLAN GOAL/STRATEGY**

4.2.1 Position Raymore as an employer of choice in the region.

**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

Currently, the Administrative Policy Manual requires that all employees live within a 35-mile radius from City Limits. As the City continues to grow, we also continue to attract talented applicants from all over the Kansas City Metropolitan Region. Staff is recommending expanding the residency requirement to 70 miles to increase opportunities for others interested in applying to work for the City of Raymore.

**BILL 3538**

**ORDINANCE**

**“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, UPDATING AND AMENDING THE CITY’S ADMINISTRATIVE POLICY MANUAL.”**

**WHEREAS**, the current Administrative Policy Manual requires employees to live within a 35 mile radius of the City Limits; and

**WHEREAS**, the City is increasingly becoming a regional employer and attracting job applicants from across the Kansas City Metropolitan area; and

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

Section 1. The City Manager is directed to amend the Administrative Policy Manual Section 300.5 as outlined below:

**300.5 Residency Requirements**

City employees are allowed to live outside the corporate limits of the City of Raymore, but shall live no more than ~~35~~ **70** miles from those limits. Employees are required to comply with this policy within one year from the date of hire or within one year from the effective date of this policy, whichever is later. The City Council may waive this requirement on an employee-by-employee basis by a three-fourths vote of the entire Council.

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 23RD DAY OF MARCH, 2020.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 13TH DAY OF APRIL, 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