



AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, April 13, 2020

7:00 p.m.

This City Council Regular Meeting will be conducted virtually with Councilmembers conferencing into City Hall.

In accordance with the State of Emergency declared by the Missouri Governor Executive Order #5 and the Cass County Health Department Order #20-06 requiring “shelter at home” the public will not be present.

The public can view the meeting live by going to
www.Raymore.com/Video.

The public can submit comments at any point during the meeting by emailing Mr. Mike Ekey at mekey@raymore.com and those comments will be read aloud at the Public Comments - Section 11 part of the agenda.

1. Call to Order.

2. Roll Call.

3. Pledge of Allegiance.

4. Presentations/Awards.

- Proclamations - National Public Safety Telecommunicators Week (pg 179) and Animal Care and Control Appreciation Week (pg 181)

5. Personal Appearances.

6. Staff Reports.

- A. Development Services (pg 7)
- B. Monthly Court Report (pg 13)
- C. Police/Emergency Management

7. Committee Reports.

8. Consent Agenda.

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

A. City Council Minutes, March 23, 2020 (pg 17)

B. Johnston Drive Extension - Acceptance and Final Payment

Reference: - Resolution 20-25 (pg 25)

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

9. Unfinished Business. Second Reading.

A. Award of Contract - Fire Hydrant Replacement Project

Reference: - Agenda Item Information Sheet (pg 29)
- Bill 3533 (pg 31)
- Contract (pg 33)

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

City Council, 03/23/2020: Approved 8-0
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B. Employee Residency Mileage Radius

Reference: - Agenda Item Information Sheet (pg 71)
- Bill 3538 (pg 73)

The Council will be considering a change to Section 300.5 of the Administrative Policy Manual as amended by Council at the meeting of March 23, 2020.

City Council, 03/23/2020: Approved 7-1
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10. New Business. First Reading.

A. Award of Contract - 2020 Curb Project

Reference: - Agenda Item Information Sheet (pg 77)
- Bill 3540 (pg 79)
- Contract (pg 81)

Staff recommends approval of Bill 3540 awarding contract to Terry Snelling Construction Inc. for the 2020 Curb replacement project.

B. Award of Contract - BUILD Grant Consultant (Emergency Read)

Reference: - Agenda Item Information Sheet (pg 127)
- Bill 3534 (pg 129)
- Contract (pg 131)

The Cities of Belton and Raymore along with Cass County are preparing an application for a BUILD grant for the widening of I-49 from 155th Street to North Cass Parkway. Staff recommends retaining HDR, Inc to assist with gathering the necessary traffic and economic benefit data necessary to complete the application.

C. Cost-Share Agreement - BUILD Grant Consultant (Emergency Read)

Reference: - Agenda Item Information Sheet (pg 151)
- Bill 3535 (pg 153)
- Contract (pg 155)

The Cities of Belton and Raymore along with Cass County are preparing an application for a BUILD grant for the widening of I-49 from 155th Street to North Cass Parkway. This agreement provides for a cost share in the amount of \$65,000 each for consulting services to be provided by HDR, Inc.

D. Budget Amendment - BUILD Grant Consultant (Emergency Read)

Reference: - Agenda Item Information Sheet (pg 169)
- Bill 3536 (pg 171)

This budget amendment is necessary to provide funds for the BUILD Grant application.

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

12. Mayor/Council Communication.

13. Adjournment.

Items provided under "Miscellaneous" in the Council Packet:

- City Council Work Session notes, 03/16/20 (pg 175)
 - City Council Work Session notes 04/06/20 (pg 177)
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EXECUTIVE SESSION (CLOSED MEETING)

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

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

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

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

Staff Reports

MONTHLY REPORT MARCH 2020

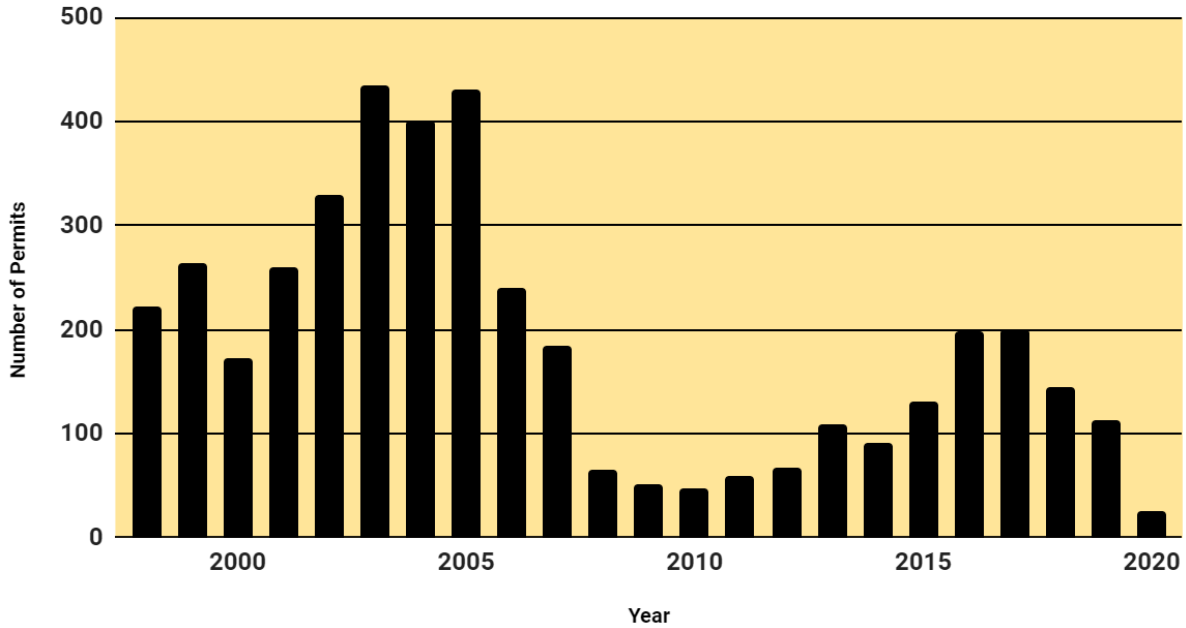
Building Permit Activity

Type of Permit	Mar 2020	2020 YTD	2019 YTD	2019 Total
Detached Single-Family Residential	11	26	29	113
Attached Single-Family Residential	0	6	0	26
Multi-Family Residential	0	0	0	0
Miscellaneous Residential (deck; roof)	39	121	131	720
Commercial - New, Additions, Alterations	2	6	6	18
Sign Permits	4	11	11	54
Inspections	Mar 2020	2020 YTD	2019 YTD	2019 Total
Total # of Inspections	380	855	834	3,858
Valuation	Mar 2020	2020 YTD	2019 YTD	2019 Total
Total Residential Permit Valuation	\$2,804,000	\$7,316,100	\$7,115,800	\$34,498,600
Total Commercial Permit Valuation	\$518,300	\$8,000,300	\$357,800	\$1,822,300

Additional Building Activity:

- Construction is nearing completion on the final building in the new self-storage facility at 308 E. Walnut Street.
- Site grading continues on the Compass Health office building.
- Site work and utility installation continues for The Lofts at Fox Ridge apartment community.
- Land Disturbance/grading has commenced on the installation of the extension of Dean Avenue to serve the proposed Van Trust Industrial development at the southwest corner of Dean Avenue and North Cass Parkway.
- Remodeling work has commenced for Schlotzsky's Deli to locate in the former Pizza Hut building.
- Site and building work continues at T.B. Hanna Station.
- Permit issued for interior renovations for CVS

Single Family Building Permits



Code Enforcement Activity

Code Activity	Mar 2020	2020 YTD	2019 YTD	2019 Total
Code Enforcement Cases Opened	54	144	86	642
<i>Notices Mailed</i>				
-Tall Grass/Weeds	0	0	0	135
- Inoperable Vehicles	32	72	5	138
- Junk/Trash/Debris in Yard	2	15	20	146
- Object placed in right-of-way	0	1	0	14
- Parking of vehicles in front yard	1	9	5	13
- Exterior home maintenance	5	13	3	41
- Other (trash at curb early; signs; etc)	1	4	2	2
Properties mowed by City Contractor	0	0	0	71
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	0	0	0	10
Signs in right-of-way removed	33	75	19	370
Violations abated by Code Officer	13	50	5	126

Development Activity

Current Projects

- Variance, Fence in front yard setback area, 712 Meadow Lane
- Rezoning, 4 acres located north of Foxwood Springs, from Agricultural to Planned Unit Development District (no development plan; rezoning to for consistency of maintenance building area zoning with the remainder of Foxwood Springs)

	As of Mar 31, 2020	As of Mar 31, 2019	As of Mar 31, 2018
Homes currently under construction	167	167	263
Total number of Undeveloped Lots Available (site ready for issuance of a permit for a new home)	316	376	377
Total number of dwelling units in City	8,681	8,536	8,251

Actions of Boards, Commission, and City Council

City Council

March 9, 2020

- Approved on 2nd reading the rezoning of 5 acres located east of Sunset Lane, north of Pine Street, from C-1 and C-2 Commercial to Planned Unit Development District
- Approved on 2nd reading the Sunset Plaza Final Plat
- Approved on 1st reading the award of contract for the Westgate Drive Extension Project (relocation of Kentucky Road)

March 16, 2020 Work Session

- Presentation by City Planner Katie Jardieu and Communications Manager Melissa Harmer on the 2020 Census

March 23, 2020

- Approved on 2nd reading the award of contract for the Westgate Drive Extension Project (relocation of Kentucky Road)

Planning and Zoning Commission

March 3, 2020

- Meeting Cancelled

March 17, 2020

- Meeting Cancelled

Board of Adjustment

March 17, 2020

- Meeting Cancelled

Upcoming Meetings –April & May

April 7, 2020 Planning and Zoning Commission

- Meeting Cancelled

April 13, 2020 City Council

- No development applications currently scheduled

April 21, 2020 Planning and Zoning Commission

- Meeting Cancelled

April 27, 2020 City Council

- No development applications currently scheduled

May 5, 2020 Planning and Zoning Commission

- No development applications currently scheduled

May 11, 2020 City Council

- No development applications currently scheduled

May 19, 2020 Planning and Zoning Commission

- No development applications currently scheduled

May 25, 2020 City Council

- Meeting Cancelled - Memorial Day

Department Activities

- Building Official Jon Woerner began review of building renovation plans for Schlotzsky's Deli to locate in the old Pizza Hut building at 2023 W. Foxwood Drive.
- City Planner Katie Jardieu worked with Communications Manager Melissa Harmer on preparations for the upcoming Census 2020.
- GIS Coordinator Heather Eisenbarth is working with staff from the Mid-America Regional Council regarding aerial photography that is being completed this week for

the Kansas City region. Raymore utilizes photography to support our [Geographic Information System](#).

- GIS Administrator Heather Eisenbarth updated data and created city wide maps for Engineering and Public Works regarding utility maintenance and upkeep.
- City Planner Katie Jardieu and Will Nulton, representing Husch Blackwell LLP and property owner American Retirement Corporation, held a Good Neighbor meeting at City Hall regarding the [rezoning of 4.59 acres of the Foxwood Springs property](#).
- Building Inspector Ty Erickson performed inspections at various job sites throughout the city.
- Many businesses in Raymore have recently had to make drastic changes to the way they operate surrounding the COVID-19 pandemic. Economic Development Director David Gress and Communications Manager Melissa Harmer worked to compile a list of local businesses and the services they are currently offering to our residents during this time. View the list at www.raymore.com/OpenBiz

GIS Activities

- Administer web mapping service definitions for point datasets (maxrecordcount)
- Stack development of web mapping applications
- Update of annotation feature classes
- Field books for hydrants and manholes, update of wall maps
- Management of hosted services
- Rescheduling of MidAmerica GIS Symposium in Omaha, NE
- Items for surplus
- Facility maps to RayPec
- Landuse reporting to SouthMetro
- 911 addressing operations

Municipal Division Summary Reporting

17th Judicial Circuit - Cass County - Raymore Municipal Division

I. COURT INFORMATION

Reporting Period:		
March	2020	Court activity occurred in reporting period: Yes
Clerk's Physical Address:		Mailing Address:
100 Municipal Circle Raymore, MO 64083		100 Municipal Circle Raymore, MO 64083
Telephone Number:		Vendor
(816) 331-1712		Incode (Tyler Technologies)
Prepared by:		Prepared by E-mail Address:
Donna Furr-Court Administrator		donna.r.furr@courts.mo.gov
		Municipal Judge(s) Active During Reporting Period:
		Ross Nigro

II. MONTHLY CASELOAD INFORMATION		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month		55	1,241	633
B. Cases (citations / informations) filed		2	113	47
C. Cases (citations / informations) disposed				
	1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
	2. court / bench trial - GUILTY	0	0	0
	3. court / bench trial - NOT GUILTY	0	0	0
	4. plea of GUILTY in court	1	63	5
	5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	18	0
	6. dismissed by court	0	1	0
	7. nolle prosequi	1	6	0
	8. certified for jury trial (not heard in the Municipal Division)	0	0	0
	9. TOTAL CASE DISPOSITIONS	2	88	5
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]		55	1,266	675
E. Trial de Novo and / or appeal applications filed		0	0	0

III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period:	74	Does court staff process parking tickets? Yes	
2. # Served/withdrawn during reporting period:	61	1. # Issued during reporting period:	0
3. # Outstanding at end of reporting period:	1,614		

V. DISBURSEMENTS	
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines – Excess Revenue	\$8,475.50
Clerk Fee – Excess Revenue	\$902.62
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$28.12
Bond forfeitures (paid to city) – Excess Revenue	\$242.00
Total Excess Revenue	\$9,648.24
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines – Other	\$2,472.00
Clerk Fee – Other	\$110.62
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	\$85.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$602.55
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$3.33
Law Enforcement Training (LET) Fund surcharge	\$168.88
Domestic Violence Shelter surcharge	\$338.50
Inmate Prisoner Detainee Security Fund surcharge	\$168.88
Sheriffs' Retirement Fund (SRF) surcharge	\$0.00
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) – Other	\$750.00
Total Other Revenue	\$4,699.76
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.	
DUI	\$100.00
Total Other Disbursements	\$100.00
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$14,448.00
Bond Refunds	\$100.00
Total Disbursements	\$14,548.00

Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION MONDAY, MARCH 23, 2020 AT CENTERVIEW, 227 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MAYOR TURNBOW PHYSICALLY PRESENT WITH THE FOLLOW MEMBERS PRESENT VIA TELEPHONE: COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE, CIRCO, HOLMAN, JACOBSON, AND TOWNSEND. PHYSICALLY PRESENT WERE CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, CITY CLERK JEANIE WOERNER AND STAFF MEMBERS.

Mayor Turnbow announced that in response to the pandemic of the COVID-19 virus and orders issued by the Center for Disease Control (CDC), Cass County Health Department, State Department of Health and Human Services, and the Governor of the State of Missouri, staff in attendance is practicing social distancing, citizens are requested to view the meeting online in order to meet the CDC guidelines to limit crowds of ten (10) or less, and members of the City Council are participating via telephone as authorized under 610.021(1) RSMo. He provided protocol for meeting procedures and announced that all votes would be by roll call. Because of the recent orders that have been issued, he asked the City Council to amend the agenda to remove public comments and to add the consideration of Bill 3539, authorizing the Mayor to declare a state of emergency in the City of Raymore. He advised citizens that if they had any comment on the two proposed emergency bills on the agenda, they would be able to submit those comments via email to the Assistant City Manager Mike Ekey which would then be distributed to the City Council.

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

2. Roll Call. City Clerk Jeanie Woerner called roll; quorum present to conduct business.

3. Pledge of Allegiance.

4. Approving an amended City Council agenda for March 23, 2020.

An amended agenda is being presented for Council's consideration of Bill 3539 to authorize the Mayor to declare a State of Emergency and to remove public comments in order to prevent violating the State and County orders of gatherings of ten (10) people or more.

MOTION: By Councilmember Holman, second by Councilmember Barber to amend the agenda by removing public comments and placing consideration of Bill 3539, authorizing the Mayor to declare a state of emergency in the City of Raymore, as the first item of New Business.

DISCUSSION: Councilmember Holman stated his realization of this emergency and the necessity of this action to ensure public safety.

ROLL CALL 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

5. Presentations/Awards.

6. Personal Appearances.

7. Staff Reports.

City Manager Jim Feuerborn stated no verbal staff reports would be heard. No work session would be held on March 30, as it is the fifth Monday of the month.

8. Committee Reports.

9. Consent Agenda.

A. City Council Minutes, March 9, 2020

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

DISCUSSION: None

ROLL CALL 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

10. Unfinished Business. Second 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."

City Clerk Jeanie Woerner conducted the second reading of Bill 3528 by title only.

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

DISCUSSION: None

ROLL CALL VOTE:

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

Mayor Turnbow announced the motion carried and declared Bill 3528 as **Raymore City Ordinance 2020-014.**

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."

City Clerk Jeanie Woerner conducted the second reading of Bill 3531 by title only.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3531 by title only.

DISCUSSION: None

ROLL CALL VOTE:

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

Mayor Turnbow announced the motion carried and declared Bill 3531 as **Raymore City Ordinance 2020-015.**

11. New Business. First Readings.

A. Bill 3539: Authorizing the Mayor to Declare A State of Emergency

BILL 3539: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO DECLARE A STATE OF EMERGENCY IN RESPONSE

TO THE COVID-19 VIRUS AND TO INSTITUTE THE APPLICABLE PROVISIONS OF CHAPTER 240 OF THE RAYMORE CODE OF ORDINANCES AND CHAPTER 44 OF THE REVISED STATUTES OF MISSOURI AND DECLARING THIS BILL AS AN EMERGENCY.”

City Clerk Jeanie Woerner conducted the first reading of Bill 3539 by title only.

City Manager Jim Feuerborn stated this Bill provides the City Council the ability to authorize the Mayor, if he so chooses, to declare a state of emergency in response to the President of the United States’ declaration of a national emergency to contain the spread of the COVID-19 virus and support the order issued by Cass County today. It provides the Mayor the authority to take whatever steps are necessary in response to the current situation with the virus. The declaration of a state of emergency is outlined in Chapter 240 of the Raymore City Code and Chapter 44 RSMo. Due to the circumstances of the pandemic, this Bill is presented as an emergency.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3539 by title only.

DISCUSSION: Councilmember Holman stated reasoning for the emergency nature of this Bill.

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

Mayor Turnbow declared Bill 3539 as an emergency and called for the second reading in its entirety.

Mayor Turnbow announced the Council Rules of Procedure calls for public comment before the second reading of emergency Bills. Comments can be taken via email to the Assistant City Manager as provided for on the agenda. The meeting will be paused for two minutes to allow time to hear input. Hearing no comments, Mayor Turnbow called for the second reading of Bill 3539 in its entirety.

City Clerk Jeanie Woerner conducted the second reading of Bill 3539 in its entirety.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3539 in its entirety.

DISCUSSION: Mayor Turnbow stated he has been working diligently with staff and emergency management personnel to provide a decision in the best interests of all

citizens and businesses of Raymore. He did not take this decision lightly because of the negative impact it will have on businesses in Raymore. He gave his respect to Council for providing him this power.

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

Mayor Turnbow announced the motion carried and declared Bill 3539 as **Raymore City Ordinance 2020-013.**

B. Award of Contract - Fire Hydrant Replacement Project

BILL 3533: "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."

City Clerk Jeanie Woerner conducted the first reading of Bill 3533 by title only.

Assistant City Manager Mike Ekey provided a review of the staff report included in the Council packet. This project includes replacement of sixteen (16) non-operational fire hydrants which are outlined on the map included in the Council packet.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3533 by title only.

DISCUSSION: None

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

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

BILL 3537: "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 COVID-19 OUTBREAK AND IN ORDER TO IMPLEMENT THE REDUCTION IMMEDIATELY THE MAYOR IS AUTHORIZED TO DECLARE THIS AN EMERGENCY."

City Clerk Jeanie Woerner conducted the first reading of Bill 3537 by title only.

City Manager Jim Feuerborn provided a review of the staff report included in the Council packet. This was presented to Council at recent work sessions in response to the Center for Disease Control (CDC) guidelines for more frequent hand washing and cleaning of clothes due to the outbreak of COVID-19. A reduction in costs will hopefully encourage and support residents in following the CDC's recommended guidelines.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3537 by title only.

DISCUSSION: None

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

Mayor Turnbow announced the Council Rules of Procedure calls for public comment before the second reading of emergency Bills. Comments can be taken via email to the Assistant City Manager as provided for on the agenda. The meeting will be paused for two minutes to allow time to hear input. Hearing no comments, Mayor Turnbow called for the second reading of Bill 3537 in its entirety.

City Clerk Jeanie Woerner conducted the second reading of Bill 3537 in its entirety.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3537 in its entirety.

DISCUSSION: None

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

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

Mayor Turnbow announced the motion carried and declared Bill 3537 as **Raymore City Ordinance 2020-016.**

D. Employee Residency Mileage Radius

BILL 3538: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, UPDATING AND AMENDING THE CITY'S ADMINISTRATIVE POLICY MANUAL."

City Clerk Jeanie Woerner conducted the first reading of Bill 3538 by title only.

Assistant City Manager Mike Ekey provided a review of the staff report included in the Council packet. Section 300.5 of the Administrative Policy manual requires all employees to live no more than a 35 mile radius beyond the corporate City limits. In order to attract talented applicants, Council recently discussed in a work session the expansion of the residency requirements to be increased to 70 miles.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3538 by title only.

AMENDED MOTION: By Councilmember Holman, second by Councilmember Barber to amend Section 300.5 of the Administrative policy manual to read, "City employees are allowed to live outside the corporate limits of the City of Raymore."

DISCUSSION: None

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

MOTION AS AMENDED: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3538 as amended, by title only.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Nay
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye

Councilmember Burke, III	Aye
Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Jacobson	Aye
Councilmember Townsend	Aye

12. Mayor/Council Communication.

Councilmembers asked residents to be understanding and have patience in this time of pandemic, expressed the need to follow social distancing and the stay at home orders, and gave trust and confidence in the leadership of the Mayor in declaring the state of emergency.

Councilmember Circo stated he is working with local representatives to offer assistance to local, private businesses.

Mayor Turnbow thanked members of the Council for their trust and faith in empowering him with a state of emergency. He has worked diligently with staff and noted their dedication and commitment to enacting the best course of action for the community. He stated that he realizes the hardship and economic impact this pandemic and recent orders have on local businesses.

13. Adjournment.

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

DISCUSSION: None

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

The regular meeting of the Raymore Council adjourned at 8:23 p.m.

Respectfully submitted,

Jeanie Woerner
City Clerk

RESOLUTION 20-25

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE JOHNSTON DRIVE EXTENSION PROJECT."

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

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

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

Section 1. The Johnston Drive Extension Project is accepted.

Section 2. The final payment in the amount of \$3,736.35 is approved.

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

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

DULY READ AND PASSED THIS 13TH DAY OF 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

Unfinished 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: *Debra White*

Title: *owner*

Attest: *Bonnie J. Jundt*

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 105785
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

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

COMPANY NAME	National Park Service
ADDRESS	601 Riverfront Drive Omaha, NE
CONTACT PERSON	Chad Johnson
CONTACT EMAIL	chad_johnson@nps.gov
TELEPHONE NUMBER	402-223-0310
PROJECT, AMOUNT AND DATE COMPLETED	30' of 6" DIP, \$16,513, 9/27/19

COMPANY NAME	Agape Boarding School
ADDRESS	12998 E 1400 th RD Stockton, MO
CONTACT PERSON	Mike Thomas
CONTACT EMAIL	mikethomascanst@yahoo.com
TELEPHONE NUMBER	417-684-3995
PROJECT, AMOUNT AND DATE COMPLETED	Water line extension, \$98,000 ⁰⁰ , 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 ⁰⁰ , 8/26/19

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

\$ 101,715⁰⁰

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 1161 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 Dexter 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:

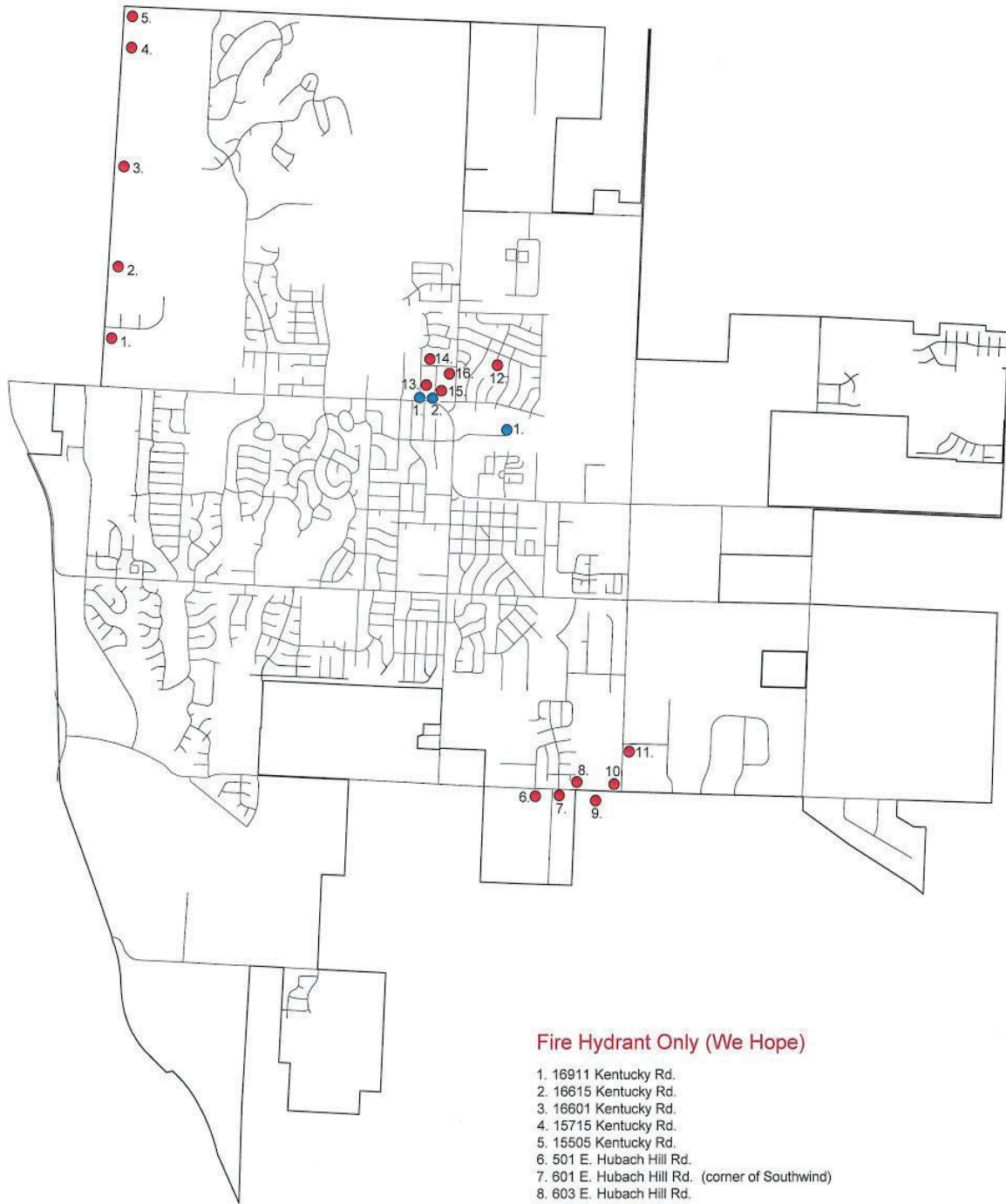
- 1 A valid, completed copy of the first page identifying the Contractor; and
- 2 A valid copy of the signature page completed and signed by the Contractor, the Social Security Administration, and the Department of Homeland Security -Verification Division.

Company ID Number: 1516739

Approved by:

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

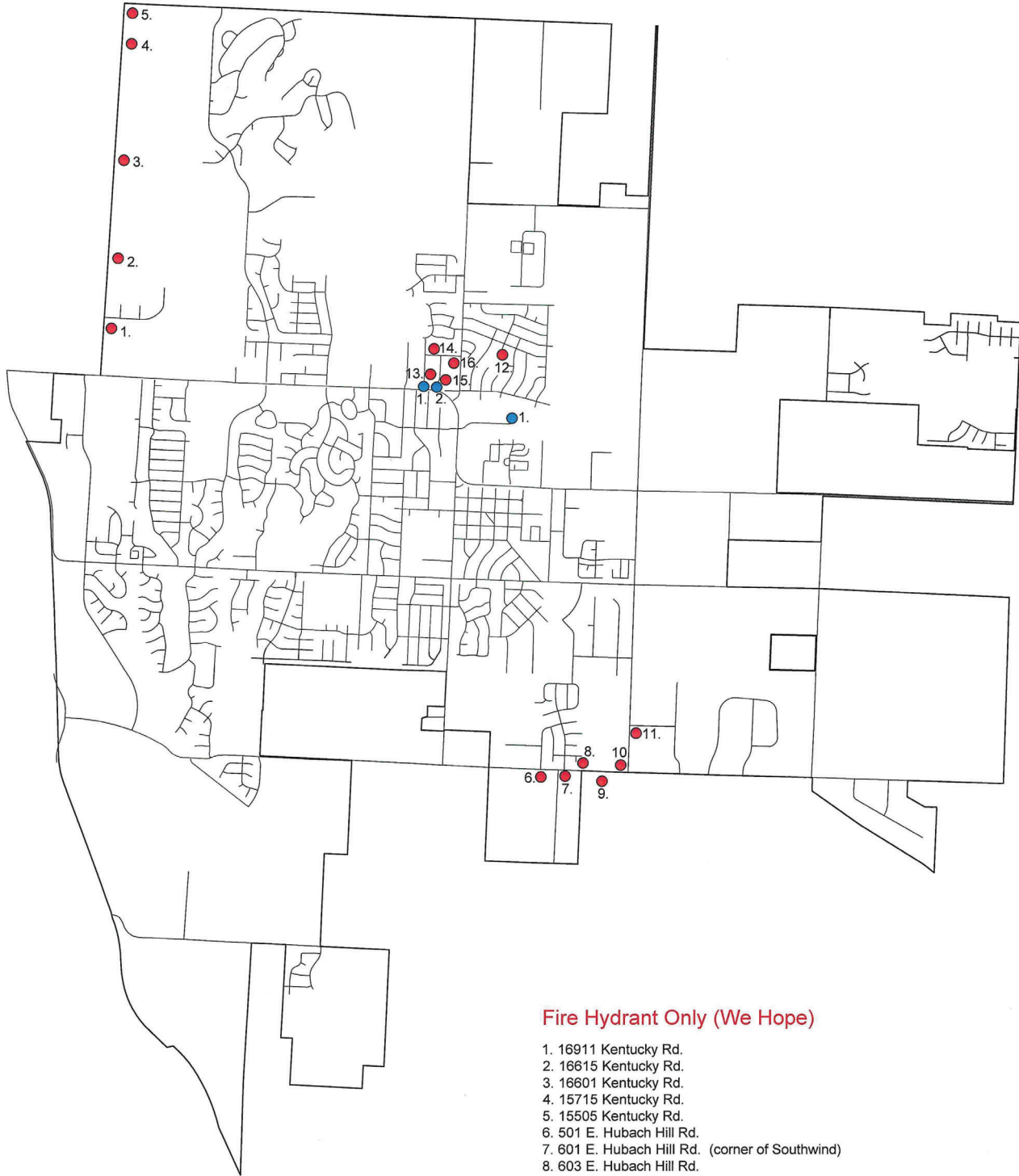
Fire Hydrant Only (We Hope)

- 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: 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 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

New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: April 13, 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 3540 - 2020 Curb Project

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

Award To:	Terry Snelling Construction, Inc.
Amount of Request/Contract:	\$595,420
Amount Budgeted:	\$700,000
Funding Source/Account#:	Fund (46) Fund (36)

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
June 2020	September 2020

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
Current Project Map

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The 2020 Curb Project will include work in the following neighborhoods as shown on the attached map.

Bids were received for the 2020 Curb Project on March 19, 2020:

Terry Snelling Construction, Inc	\$595,420
Freeman Concrete Construction	\$736,189
Phoenix Concrete LLC	\$755,751.86
Orr Wyatt Streetscapes	\$1,110,521

Terry Snelling Construction Inc. is the lowest and best bidder. Staff recommends the contract for the 2020 Curb Project to be awarded to Terry Snelling Construction Inc. in the amount of \$595,420.

BILL 3540

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TERRY SNELLING CONSTRUCTION INC. FOR THE 2020 CURB REPLACEMENT PROJECT, CITY PROJECT NUMBER 20-349-201, IN THE AMOUNT OF \$595,420 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, the 2020 Curb project was included in the 2020 Capital Budget; and

WHEREAS, bids for this project were received on March 19, 2020; and

WHEREAS, Terry Snelling Construction Inc. 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 \$595,420 with Terry Snelling Construction Inc. for the 2020 Curb 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 13TH DAY OF APRIL, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 27TH 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 Curb Replacement Project

This Contract for 2020 Curb Project, hereafter referred to as the **Contract** is made this 27th day of April, 2020, between Terry Snelling Construction Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 20004 E Yocum, Independence, MO 64058, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of April 27, 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 20-349-201 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 **180** 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 \$595,420.

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)

TERRY SNELLING CONSTRUCTION INC.

By: _____

Title: _____

Attest: _____

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

2020 Curb Replacement Project

ANTICIPATED SCOPE OF SERVICES:

The 2020 Curb Replacement Project primarily consists of removal and replacement of existing curb, installation of sidewalk and ADA ramps.

List of Streets for Repairs

Street for Curb Replacement	Start	End	Quantity (LF)
S. Sunset Ln	Lucy Webb Rd	Country Ln	3300
S. Park Dr	Lucy Webb Rd	Cul-de-sac	5000
Haystack Rd	Old Mill Rd	W. Hubach Hill Rd	3300
Valley View	S. Park Dr.	Meadow Ln	1300
Rosehill St	S. Park Dr.	Meadow Ln	1350
Preakness Dr	S. Park Dr	Canter St	600
Loran Ln.	N. Sunset Ln	N. Park Dr	1700
W. Maple St	S. Lakeshore Dr	S. Sunset Ln	650
S.Sunset Ln	W. Maple St	W Lucy Webb Rd	4300
Misc locations			500

Sidewalk Installation Location	Length (FT)	Width (FT)	Quantity (SF)	ADA Ramp	Retain Wall (SF)
713 Redtop Lane (after 9/1/2020)	86	4	344	0	0
720 Gamma Grass Place (after 9/1/2020)	158	4	632	0	0
S.E. corner Brook Parkway and Lucy Webb Road	65	5	325	1	45
1717 S. Foxridge Dr	85	5	425	1	0

101 E. Foxwood Dr	105	5	525	1	35
101 W. Foxwood Dr	153	5	765	1	40
Various Locations (TB Hannah, 214 S. Washington St)	200	4	800	0	0
Total			3,816	4	120

1. SPECIFICATIONS WHICH APPLY

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

2. PROJECT AWARD

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

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

deletion. **Additional streets with various lengths of curb replacement may be added to the project.**

3. PROJECT COMPLETION AND SCHEDULE

Contractor shall complete work within **180** calendar days of issuance of the Notice to Proceed. The sidewalks located at 713 Redtop Ln and 720 Gamma Grass Place must occur after September 1, 2020.

4. ENGINEER

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

5. GENERAL CONDITIONS

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

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

6. SPECIAL CONDITIONS

- *Existing Curb Removal:* The unit price named in the bid shall be for the linear feet of existing curb & gutter removed. The unit price named in the bid shall cover all costs in connection therewith for removing any type of existing curb and/or additional existing materials to install replacement curb including cutting and disposal of material. Curb removal will be in several areas of varying lengths per street. Any required detour or road closure signage or other required signage shall be subsidiary to this bid item. **Weather permitting curb shall be replaced within 24 hours of existing curb removal.** No street cuts shall be permitted during the removal or replacement of the curb without permission. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems.
- *Curb Replacement Modified Straight Back and Roll Back:* The unit price named in the bid shall be for the linear feet of curb & gutter replaced. The unit price named in the bid shall cover all costs in connection therewith for both modified straight back (see attached detail) and roll back curb (CG-2), including: doweling into existing curb, expansion material, installation of new curb and protection of the new curb

during the curing process. Curb replacement will be in several areas of varying lengths per street. **Concrete curb shall be an approved KCMMB 4K mixture.** Any required detour or road closure signage or other required signage shall be subsidiary to this bid item. **Weather permitting curb shall be replaced within 24 hours of existing curb removal.** One set of concrete compressive strength cylinders shall be made each week curb is installed. Four cylinders per test site will be required. Testing shall be subsidiary to this bid item. No street cuts shall be permitted during the removal or replacement of the curb without permission. Curb backfill and if required asphalt repairs shall be completed within 5 days of the new curb installation. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems.

- *Surface Mount Detectable Warning Tiles:* The unit price named in the bid shall be for each tile installed. The unit price named in the bid shall cover all costs in connection therewith to install the tiles on existing ADA ramps. The tiles shall be Surface Applied Armor Tile Detectable Warning Surface or an approved equal. The tile shall be at least 2' x 4' in size and be brick red in color.
- *ADA Ramp:* The unit price named in the bid shall be for Each ADA Ramp installed. The unit price named in the bid shall cover all costs in connection therewith, including cutting, removal of existing material, disposal of material, doweling into existing concrete, truncated dome pad (more than one pad may be required), removing and replacing up to 20 LF of curb, installation of new ADA Ramp and protection of the new ramp during the curing process. The ADA Ramps includes the transition, ramp, landing and up to 15' of sidewalk. **Concrete used in the ADA Ramp shall be an approved KCMMB 4K mixture.** Site restoration is subsidiary to the ADA ramp bid item. The site shall be restored to equivalent or better condition. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems. **The ADA ramp shall be 6" thick concrete without a reinforcement bar. The ADA Ramps may be installed on streets receiving curb replacement and various locations throughout the City of Raymore.**
- *ADA Ramp Edge Curb:* The unit price named in the bid shall be for the linear feet of ADA Ramp Edge Curb installed. The unit price named in the bid shall cover all costs in connection therewith for ADA Ramp Edge Curb including: doweling, installation of new curb and protection of the new curb during the curing process. Not all ADA ramps will require curb. ADA Ramp Edge Curb will be installed where final

grading does not allow for normal installation of ADA Ramps. **Concrete used in the ADA Ramp Edge Curb shall be an approved KCMMB 4K mixture.**

- **Sidewalk:** The unit price named in the bid shall be for the square foot (SF) of sidewalk installed. The unit price named in the bid shall cover all costs in connection therewith for sidewalk installation, including: cutting, removal and disposal of existing material, doweling into existing sidewalk, expansion material, installation of new sidewalk and protection of the new sidewalk during the curing process. Sidewalk installation will be in several areas of varying lengths, 4" thick concrete with no rebar or gravel base, compacted AB-3 base required for over excavation. **Concrete sidewalk shall be an approved KCMMB 4K mixture.** Any detour signage, road closure signage or pedestrian signage shall be subsidiary to this bid item. **Weather permitting sidewalk shall be replaced within 24 hours of excavation.** Sidewalk backfill shall be completed within 5 days of the new sidewalk installation. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems.
- **Block Wall:** The unit price named in the bid shall be for the Face Square Foot (FSF) of block wall installed. The unit price named in the bid shall cover all costs in connection therewith including, grading, cutting, labor, materials, disposal of materials and installation of the block wall per the manufacturer's specifications. The blocks shall be buff colored, Anchor Diamond block manufactured by Pavestone or an approved equal. Site restoration is subsidiary to the block wall bid item. The site shall be restored to equivalent or better condition. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems.
- **Sidewalk ROW Surveying:** The unit price named in the bid shall be for Each site receiving sidewalk. The unit price shall include all labor, equipment and material to locate and stake the City of Raymore Right of Way limits. The surveyor shall be licensed with the State of Missouri to survey property boundaries.
- **Mobilization, Bonds and Insurance:** The unit price named in the bid shall be for the Lump Sum (LS) of the mobilization, bonds and insurance. Please see Appendix B General Terms and Conditions for additional information.

- *Expansion Joints & Dowels:* The contractor shall use three #5 smooth dowels when connecting into existing concrete. One end of each section of curb replacement shall also use $\frac{3}{4}$ inch expansion joint material with three greased and capped #5 smooth dowels. See the City's Technical Specifications for additional information regarding expansion joints and dowels.
- *Site Restoration:* Site Restoration shall be considered subsidiary to the curb replacement bid item. The contractor shall follow APWA specifications section 2400 for Type A seed. Topsoil shall be used as fill material. Topsoil shall be defined as: fertile, friable and loamy soil of uniform quality, without admixture of subsoil material, and shall be free from material such as hard clods, stiff clay, hardpan, partially disintegrated stone, pebbles larger than one inch in diameter, and other impurities. Topsoil shall be relatively free from grass, roots, weeds, and other objectionable plant material or vegetative debris undesirable or harmful to plant life or which will prevent the formation of suitable seedbed. **Acceptance of this project and release of final payment will not occur until vegetation is established.**
- *Working Hours:* No work shall start before 7:00 A.M. including maintenance of equipment. ALL streets will be open to traffic no later than 4:00 p.m. unless expressly authorized in writing by the City Engineer. The City Engineer shall approve all work to be performed on Saturday, Sunday and on any holidays. All requests for doing such work shall be given 48 hours in advance.
- *Traffic Control and Traffic Routing:* Construction operations shall be coordinated to result in the least practicable delay to traffic. Flagmen are required for all one way traffic operations. In the case where the flagmen with signing paddles are in excess of 300 feet or out of visual contact, two-way radios will be required for traffic control. Prior to construction, the contractor must submit to the city a Traffic Control Plan meeting the requirements of the Manual on Uniform Traffic Control Devices.
- *Signing:* The Contractor will furnish adequate signs, barricades, warning lights and all other equipment necessary in accordance with the Manual on Uniform Traffic Control Devices, to direct and re-route traffic and will furnish flagmen and other personnel necessary to provide the required traffic control in accordance with the approved schedule of operations.

- *Construction Schedule:* After being awarded the contract, the Contractor shall immediately prepare and submit for approval by the City, a construction schedule that will insure completion of the project within the contract time. The schedule shall be submitted to the Engineer within ten (10) calendar days after issuance of the notice of award. The Contractor will notify the City immediately of any significant changes in the submitted schedule of work.
- *Weather Limitations:* The contractor shall follow the Mid-West Concrete Industry Board, Inc (MCIB) Sections 10 and 11 for cold or hot weather concrete. With the following exception: concrete shall not be placed when temperatures are below 34 °F.

7. ADDITIONAL REQUIREMENTS

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

8. PROTECTION OF PUBLIC & PRIVATE PROPERTY

- *Missouri One Call:* Before starting work, the Contractor shall notify all utilities involved, and shall request them for cooperation in locating lines in advance of the work. The Contractor shall make reasonable effort to avoid breaking utility lines. The utility shall be notified immediately should a break occur in a line during construction under this contract. Any lines so broken by the contractor shall be repaired according to the utility company's standards at the expense of the Contractor.
- *Pavement Protection:* Wherever the work is along existing pavement, which is to be retained, traction equipment with lugs will not be

permitted. The Contractor shall use utmost care not to damage or destroy any existing pavement. Any pavement damaged or destroyed due to the operations of the Contractor, which is not within the contract limits shall be replaced.

- *Damages:* The Contractor will exercise care to prevent damage to existing roadways, highways, ditches, shoulders, structures, trees, and underground utilities adjacent to the construction site. The Contractor shall be held responsible for all damage to roads, highways, shoulders, ditches, bridges, culverts, trees, and other property, caused by him or his subcontractors in transporting materials to or from the site of work, regardless of location of such damage, and shall pay for or replace such damaged property to the satisfaction of the Owner of such property.

9. MEASUREMENT AND PAYMENT

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

10. ADDITIONAL BIDDING INFORMATION

- 10.1 It is the contractor's responsibility to check for posted addendums to the Request for Proposal. Addendums are posted to the City website, QuestCDN and emailed.
- 10.4 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 20-349-201

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 cause for rejection of the proposal. No bidder may withdraw his bid for a period of thirty (60) days after the date of opening of bids.

T. *Performance Bond*

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Performance Bond in penal sum equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If at any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may

be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

U. Payment Bond

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Payment Bond in penal sum equal to the amount of the contract price, conditioned upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If at any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

V. Maintenance Bond

Prior to acceptance of the project by the Raymore City Council, the Contractor shall furnish the Owner with a Maintenance Bond in penal sum equal to an amount of one half (50%) of the contract price and that shall remain in full force and effect for a period of two (2) years from the date of project acceptance by the Raymore City Council. The Maintenance Bond shall guarantee all materials and equipment furnished and work performed shall be free of defects due to faulty materials or workmanship and that the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repair of any damage to the parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so with all costs, including administration fees, going against the Maintenance Bond. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

W. Rejection of Bids

The City reserves the right to reject any and all bids, to waive technical defects in the bid, and to select the bid deemed most advantageous to the City.

X. Release of Information

Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

Y. American Products

Pursuant to RSMo 34.353 for Contracts over \$25,000 any manufactured goods or commodities used or supplied in the performance of the Contract or subcontract shall be manufactured or produced in the United States, unless determined to be exempt as provided in the statute.

1. Contractor agrees that any manufactured goods or commodities that are used or supplied in the performance of this Contract or any subcontract hereto shall be manufactured or produced in the United States, unless;
 - a. The manufactured good or commodity used or supplied involves an expenditure of less than twenty-five thousand dollars (\$25,000), or
 - b. The contractor shall provide evidence sufficient for the City to certify in writing that:
 - i. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the agency's requirements, or
 - ii. The specified products cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the agency's requirements.
2. The written certification contemplated by Subsection 1(b) of this Section Y shall;
 - a. Specify the nature of the contract,
 - b. Specify the product being purchased or leased,
 - c. Specify the names and addresses of the United States manufacturers and producers contacted by the City or the project architect or engineer,
 - d. Provide an indication that such manufacturers or producers could not supply sufficient quantities or that the price of the products would increase the cost of the contract by more than ten (10) percent, and
 - e. Such other requirements as may be imposed by Section 34.353 of the revised Statutes of Missouri, as amended.
3. The written certification contemplated by Subsection 1(b) of this Section Y shall be maintained by the City for a period of at least three (3) years.

Z. Affidavit of Work Authorization and Documentation

Pursuant to Section 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

- * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

E - VERIFY AFFIDAVIT

(As required by Section 285.530, RSMo)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge,

(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or

(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority personally appeared Terry S. Snelling who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Terry Snelling Construction Inc

Company: TERRY SNELLING CONSTRUCTION INC

Address: 20004 E Yocum, Independence, Mo 64058

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project # 20-349-201.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

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

TERRY SNELLING CONSTRUCTION INC

Company Name

Terry Snelling

Signature

Name: TERRY S. SNELLING

Title: President

STATE OF Missouri COUNTY OF Jackson

Subscribed and sworn to before me this 18th day of March ~~SHAKER~~ 2020

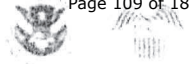
Notary Public: Shaker Scott

Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County

My Commission Expires: 05-31-23 Commission # My Commission Expires May 31, 2023
Commission # 15635763

PLEASE NOTE: Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

- 1 A valid, completed copy of the first page identifying the Contractor; and
- 2 A valid copy of the signature page completed and signed by the Contractor, the Social Security Administration, and the Department of Homeland Security -Verification Division.



THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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

E-Verify

Company ID Number 201307

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

Employer Terry Snelling Construction

Terry S Snelling

Department of Homeland Security – Verification Division

USCIS Verification Division

Department of Homeland Security
USCIS Verification Division

PROPOSAL FORM A
RFP 20-349-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: TERRY SNELLING CONSTRUCTION INC

ADDRESS: 20004 E Yocum Rd
Street

ADDRESS: Independence Mo 64058
City State Zip

PHONE: 816-985-4507

E-MAIL: terry@terrysnellingconstruction.com

DATE: 3-19-2020
(Month-Day-Year) *Terry S. Snelling*
Signature of Officer/Title Pres.

DATE: 3-19-2020
(Month-Day-Year) *Kevin L. Snelling*
Signature of Officer/Title Sec.

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

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

PROPOSAL FORM B
RFP 20-349-201

CONTRACTOR DISCLOSURES

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

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

Legal Matters

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

Yes No If yes, provide details in an attachment.

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

Yes No If yes, provide details in an attachment.

Required Representations

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

A handwritten signature in black ink, appearing to be the initials 'JMS'.

PROPOSAL FORM C
 RFP 20-349-201

EXPERIENCE / REFERENCES

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

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

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

COMPANY NAME	<i>City of Peculiar Mo</i>
ADDRESS	<i>250 S Main St, Peculiar, Mo 64078</i>
CONTACT PERSON	<i>Carl Brooks</i>
CONTACT EMAIL	<i>cbrooks@cityofpeculiar.com</i>
TELEPHONE NUMBER	<i>816 - 289 - 8838</i>
PROJECT, AMOUNT AND DATE COMPLETED	<i>2018 Curb Replacement</i>

COMPANY NAME	<i>City of Harrisonville, Mo</i>
ADDRESS	<i>300 E Pearl, Harrisonville, Mo 64701</i>
CONTACT PERSON	<i>Ted Martin</i>
CONTACT EMAIL	<i>tmartin@ci.harrisonville.mo.us</i>
TELEPHONE NUMBER	<i>913 - 522 - 2880</i>
PROJECT, AMOUNT AND DATE COMPLETED	<i>2019 Curb Replacement 350,000⁰⁰</i>

COMPANY NAME	City of Parkville, Mo
ADDRESS	8880 Clark Ave, Parkville, Mo 64152
CONTACT PERSON	Alan Schank
CONTACT EMAIL	aschank@parkvillemo.gov
TELEPHONE NUMBER	913-915-4156
PROJECT, AMOUNT AND DATE COMPLETED	2017 Curb Replacement \$285,000 ⁰⁰

COMPANY NAME	City of Independence, Mo
ADDRESS	111 E. Maple Indep. Mo 64050
CONTACT PERSON	Shar Dilmaghani
CONTACT EMAIL	sdilmaghani@indepmo.org
TELEPHONE NUMBER	816-325-7611
PROJECT, AMOUNT AND DATE COMPLETED	Sidewalks to Schools \$400,000 ⁰⁰ In progress

COMPANY NAME	Paradise Asphalt
ADDRESS	6817 Stadium Dr #31 KCMo 64129
CONTACT PERSON	Mark Fullington
CONTACT EMAIL	markf@paradisearphalt.com
TELEPHONE NUMBER	816-377-5660
PROJECT, AMOUNT AND DATE COMPLETED	OP Doctors Bldg \$150,000 ⁰⁰

State the number of Years in Business: 18

State the current number of personnel on staff: 18

Terry Snelling Construction Inc

20004 E. Yocum Road
 Independence, Missouri 64058

816-985-4507

terry@terrysnellingconstruction.com

Fax Line 816-796-9888

Contract Amount	Type of work	Completed	Location	Name and Address
\$ 250,000.00	City of Independence, MO Fairmount Trail	4/16	Indep. MO	Independence, MO Mr Scott Moran 816-599-1845
\$ 230,000.00	City of Independence, MO Overton Ave Improvements	4/16	Indep. MO	Independence, MO Mr Sheldon Hannah 816-935-1916
\$250,000.00	Cobra Contracting Roe Park Construction	8/16	Overland Park, KS	Cobra Contracting Mike Hallahan 913-568-9421
\$600,000.00	Belton, Missouri Curb Construction Project	10/16	City of Belton, MO	Kate Patras
\$350,000.00	Harcros Chemical Company Misc Concrete Projects	11/16	Kansas City, KS	Harcros Chemical Company Dwane Fuller 913-621-7743
\$300,000.00	2015 Curb Replacement Peculiar, MO	11/16	Peculiar, MO	City of Peculiar Carl Brooks 816-289-8838
\$276,000.00	Concrete Repair Project Mark Fullington 816-377-5660	12/16	Metro KC	Paradise Asphalt Maint P O Box 266 Lee's Summit, MO 64063
\$288,000.00	Curb Replacement 2016	12/16	Raymore, Mo.	City of Raymore, 100 Municipal Circle, Raymore, Mo. 64083
\$200,000.00	Sidewalk Replacement 2016	12/16	Raymore, Mo.	City of Raymore, 100 Municipal Circle, Raymore, Mo. 64083
\$200,000.00	Paving and Cul-de-sac modifications	3/17	Village of Loch Lloyd	Loch Lloyd HOA Ms Linda King 816-318-9570
\$ 45,000.00	Walmart Richmond Mo Parking Imp	5/2017	Preferred Asphalt	Mr Rob Paszkiewicz 816-723-7364
\$250,000.00	City of Parkville, MO Curb Program	6/2017	City of Parkville	Mr. Alan Schank 913-915-4156
\$ 180,000.00	City of Independence Overlay (Subcontractor Superior/Bowen Turner Michaels)	5/2017	City of Indep	Mr Dan Winnelman 816-935-1920

\$250,000.00	2017 Sidewalk Program City of Raymore Mo	1/2018	City of Raymore	City of Raymore, Mo 100 Municipal Circle Raymore, Mo 64083
\$450,000.00	2017 Curb Repair Program City of Raymore, Mo	1/2018	City of Raymore	City of Raymore, MO 100 Municipal Circle Raymore, Mo 64083
\$175,000.00	Barrington Park Curb and Drives	12/2017	Overland Park Ks.	Paradise Asphalt PO Box 266 Lee's Summit, Mo 64063
\$225,000.00	Cargill, Kansas City Kansas	3/2018	Kansas City, Ks	Wachter Electric Tyler Dreiling 913-927-4919
\$200,000.00	City of Harrisonville, MO Curb and SW	4/2018	Harrisonville, Mo	Keith Scott
\$87,000.00	2018 Sidewalk Program City of Raymore, Mo	9/2018	Raymore, MO	City of Raymore, Mo 100 Municipal Circle Raymore, MO 64083
\$495,000.00	2018 Curb Repair Program City of Raymore, Mo	9/2018	Raymore, MO	City of Raymore, Mo 100 Municipal Circle Raymore, MO 64083
\$43,000.00	Platte County, MO- Curb repair	10/2018	Platte County Mo	Bob Heim
\$150,000.00	Misc Conc Repairs (Misc. Locations)	12/2018	Preferred Asphalt	Rob Paszkiewicz 816-723-7364
\$150,000.00	Misc. Concrete Repairs (misc Locations)	12/2018	Rose Paving	Chad Rampola 708-205-8890
\$650,000.00	2019 Curb Repair Program City of Raymore, Mo	12/2019	Raymore, MO	City of Raymore, Mo 100 Municipal Circle Raymore, MO 64083
\$100,000.00	Misc. Concrete Repairs (misc Locations)	12/2019	Rose Paving	Chad Rampola 708-205-8890
\$342,000.00	City of Harrisonville, MO Curb and SW	4/2019	Harrisonville, Mo	Rodney Jacobs
\$25,000.00	Platte County, MO- Curb repair	4/2019	Platte County Mo	Bob Heim 816-200-6548
\$275,000.00	Superior/Bowen- Liberty Overlay Curbs	10/2019	Superior/Bowen	John Belger 816-215-0339
\$129,000.00	Superior/Bowen- Jackson County	6/2019	Superior/Bowen	John Belger 816-215-0339
\$150,000.00	Misc Conc Repairs (Misc. Locations)	12/2019	Preferred Asphalt	Rob Paszkiewicz 816-723-7364

\$72,000.00	Prairie Township – Apparatus Driveway	8/2019	PTFD	Chief Large
\$120,000.00	Exxon Generator Building	10/2019	Wachter Electric	Tyler Dreiling 913-927-4919
\$240,000.00	Harcros Chemical Company Misc Concrete Projects	11/2019	Kansas City, KS	Harcros Chemical Dwane Fuller 913-621-7743
\$150,000.00	Quivera Medical Plaza	9/2019	Overland Park Ks.	Paradise Asphalt Mark Fullington 816-377-5660
\$250,000.00	Misc Concrete Projects Less than \$25000.00	12/2019	KC Metro	Misc Owners

Missouri Department of Transportation
Patrick K. McKenna, Director

573.751.2551
Fax: 573.751.6555
1.888.ASK MODOT (275.6636)

January 16, 2020

Terry Snelling Construction, Inc.
20004 E Yocum Road
Independence, MO 64058

Dear Sir or Madam:

This is to acknowledge receipt of your Contractor Questionnaire. As set forth in 7 CSR 10-15, your firm has been approved to bid as a prime contractor on highway projects at or below **\$2,000,000**. The questionnaire submitted will be retained on file for one year, and will expire on 1/31/2021.

The Missouri Highways and Transportation Commission (the Commission) does not issue a gross qualification figure to prospective bidders. The lowest, responsive, responsible bidder for each project is determined by the Commission. The Commission reserves the right to reject any and all bids.

You have been assigned contractor vendor number **0012482**, to be used in the bidding process with MoDOT. In order to submit a bid on MoDOT road and bridge projects, you must have an active Bid Express account and a digital ID. Establishing a digital ID with Bid Express may take up to a week. A bidder must also download the current version of Expedite Bid software and the electronic bid submission (EBS) files from www.Bids.com.mo.mam.

All bidders are reminded that the Missouri Standard Specifications for Highway Construction Section 102 "Bidding Requirements and Conditions" includes important elements you should become familiar with prior to submitting a bid. Violation of this section is grounds to disqualify and reject bids by the Commission.

All successful bidders are required to remain in good standing with the Missouri Secretary of State to do business with the State of Missouri to be eligible to receive a contract for execution and during the performance of the contract.

MoDOT requires all successful bidders to be registered in MissouriBUYS. Registration with MissouriBUYS ensures prompt payment and allows vendors to update important information such as address changes or banking information. In addition, registration in MissouriBUYS allows contractors to view other bid opportunities with the State of Missouri. <https://missouribuyss.mo.gov/registration>

Please note that MoDOT road and bridge bidding opportunities remain located in MoDOT's Online Plans Room. <https://www.modot.org/modot-online-plans-room>

If you have any questions pertaining to filing questionnaires or to expiration dates, please call Jennifer Smith at 573-751-8305.

Sincerely yours,



David D. Ahlvers
State Construction and Materials Engineer



Our mission is to provide a world-class transportation system that is safe, innovative, reliable and dedicated to a prosperous Missouri.

www.modot.org

PROPOSAL FORM D

RFP 20-349-201

Proposal of Terry Snelling Construction Inc, organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as Corporation (*)

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 20-349-201 – 2020 Curb Replacement Project.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) one, 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. 20-349-201

2020 Curb Replacement

Base Bid

Base Bid Items	Units	Estimated Quantities	\$/Units	Total
Existing Curb Removal	LF	22000	1 ⁰⁰	\$ 22000 ⁰⁰
Curb Installation Modified Straight Back and Roll Back	LF	22000	21 ⁹⁰	\$ 481,800 ⁰⁰
Surface mount detectable warning tiles for ADA Ramps	Each	10	200 ⁰⁰	\$ 2000 ⁰⁰
ADA Ramps	Each	24	1500 ⁰⁰	\$ 36000 ⁰⁰
ADA Ramp Edge Curb	LF	300	20 ⁰⁰	\$ 6000 ⁰⁰
Sidewalk	SF	3816	8 ⁰⁰	\$ 30528 ⁰⁰
BlockWall	FSF	120	40 ⁰⁰	\$ 4800 ⁰⁰
Sidewalk ROW Surveying	Each	7	400 ⁰⁰	\$ 2800 ⁰⁰
Mobilization, bonds and insurance	LS	1	9492 ⁰⁰	\$ 9492 ⁰⁰
TOTAL BASE BID				\$595,420⁰⁰

Total Base Bid for Project Number: 20-349-201

\$ 595,420.⁰⁰

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

(\$ Five hundred ninety five thousand four hundred twenty dollars)

In blank above write out the sum of the bid.

**BID PROPOSAL FORM E – RFP 20-349-201
CONTINUED**

Company Name Terry Snelling Construction Inc

By 
Authorized Person's Signature

TERRY S. SNELLING Pres.

Print or type name and title of signer

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Company Address 20004 E Yocum

Independence, Mo 64058

Phone 816-985-4507

Fax 816-796-9888

Email terry@terrysnellingconstruction.com

Date 3/19/2020

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

2020 Curb Replacement Project
Project #20-349-201

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 - NO PUBLIC OPENING

1. In light of the COVID-19 virus pandemic and the safety of our employees, clients and suppliers, there will not be a public proposal opening for this project. Proposal amounts will be posted on QuestCDN immediately following the opening.

2. City Hall remains open at this time. Proposals can be dropped off as usual.

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 16th, 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: Terry Snelling CONSTRUCTION INC

By: *Terry Snelling* TERRY S. SNELLING

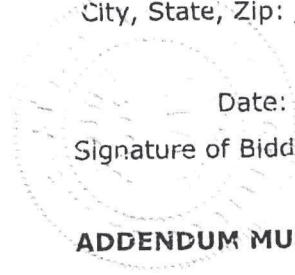
Title: President

Address: 20004 E Jacum Rd

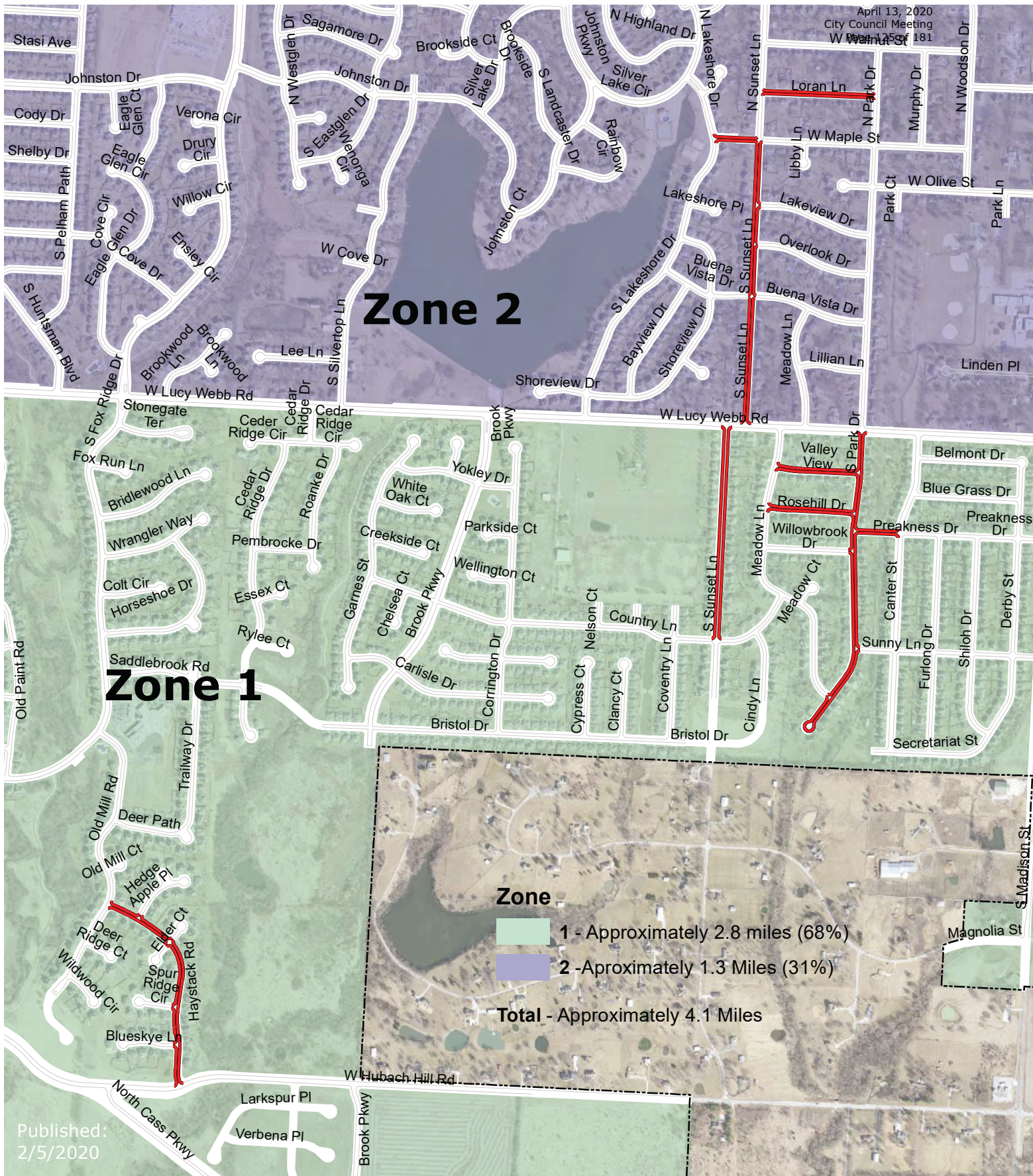
City, State, Zip: Independence, Mo 64058

Date: 3/19/2020 Phone: 816 985-4507

Signature of Bidder: *Terry Snelling*

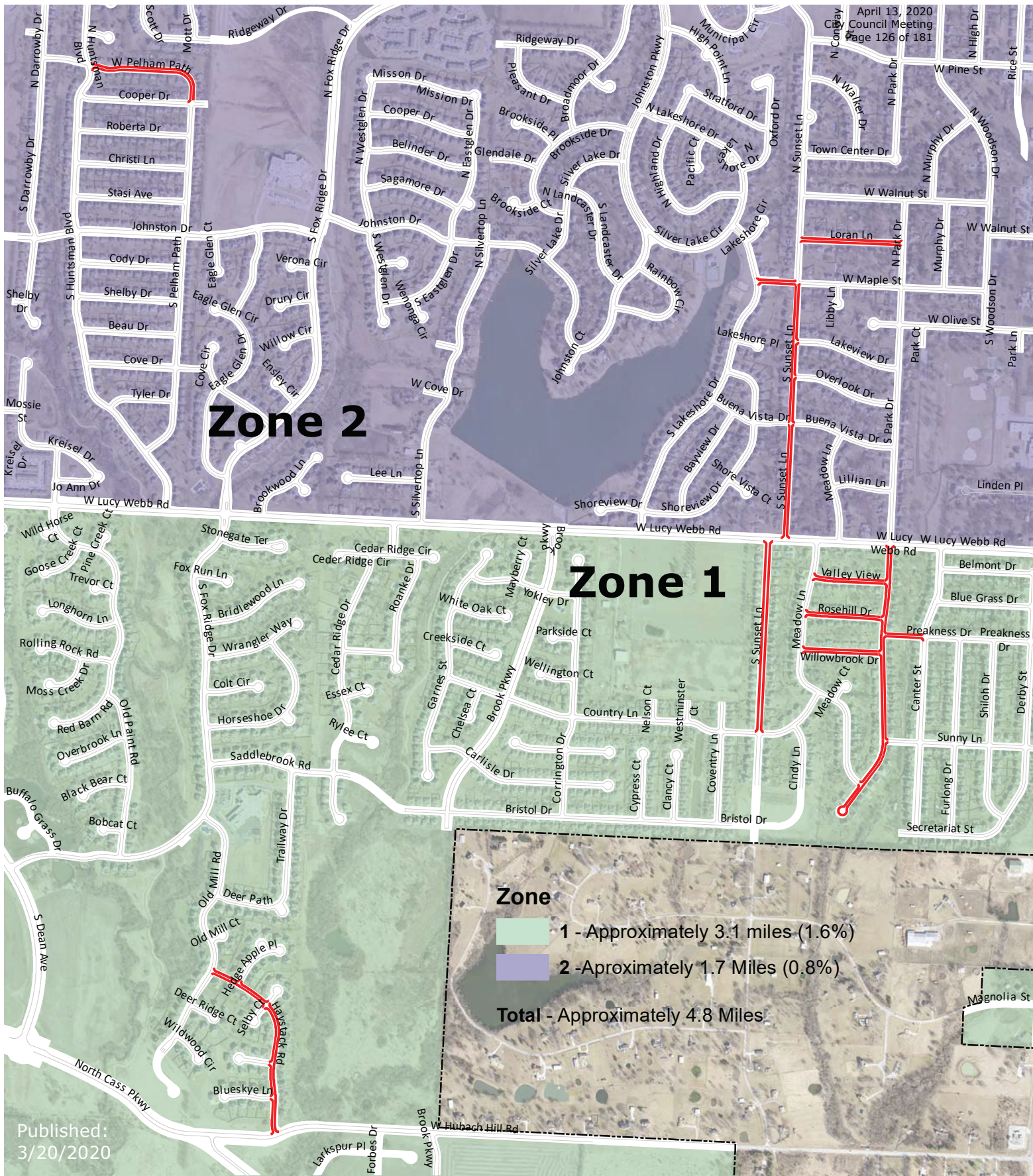


ADDENDUM MUST BE SUBMITTED WITH BID



Published:
2/5/2020





Published:
3/20/2020



Curb Replacement Program Year 2020

Expanded Scope of Work: 4.8 Miles Replaced



Path: G:\project\folders\engine\img\streets\curb\replacement\2020\yr2020.mxd



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 04/13/20

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 3534 - I-49 Build Grant

STRATEGIC PLAN GOAL/STRATEGY

2.2.2 Create and maintain a well-connected transportation network

FINANCIAL IMPACT

Award To: HDR Engineering Inc.
Amount of Request/Contract: \$176,214
Amount Budgeted:
Funding Source/Account#:

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
April 2020	May 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

Staff, in cooperation with the City of Belton and Cass County, is pursuing an application to the Federal Highway Administration for a BUILD (Better Utilizing Investments to Leverage Development) Grant from the Federal Highway Administration for the widening of I-49 from 155th Street to North Cass Parkway. Staff is recommending the engagement of a outside consultant to gather necessary data, prepare a cost/benefit analysis and other to produce additional economic information.

In accordance with the City's Purchasing Policy, a Request for Qualifications was issued to firms. The following firms submitted a response to our Request for Qualifications: (i) HDR Engineers, (ii) Wilson & Company.

Staff reviewed the qualifications submitted by these firms and recommends award of the I-49 Build Grant to HDR Engineers.

BILL 3534

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HDR ENGINEERING INC. FOR THE I-49 BUILD GRANT PROJECT, CITY PROJECT NUMBER 20-002, IN THE AMOUNT OF \$176,214 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS; AND AUTHORIZING THE MAYOR TO DECLARE THIS AS AN EMERGENCY."

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

WHEREAS, bids for this project were received on January 9, 2020; and

WHEREAS, HDR Engineering 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 \$176,214 with HDR Engineering Inc., for the I-49 BUILD Grant 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.

Section 5. Emergency Reading. In order to assure timely completion of this project, the Mayor hereby authorizes the passage of this Ordinance as an emergency bill.

**DULY READ THE FIRST AND SECOND TIME 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 PROFESSIONAL SERVICES

BUILD Grant Traffic Modeling and Federal Grant Writing

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 13th day of April, 2020 between HDR Engineering Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 3741 NE Troon Drive, Lee's Summit, MO 64064, hereafter referred to as the **Consultant**, 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

Consultant agrees to perform all work and provide all deliverables as specified in and according to the Request for Qualifications/Quote RFQu #20-002 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. Consultant 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 RFQu# 20-002 including insurance and termination clauses as needed or required. The work as specified in Appendix A, may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall begin upon Council approval and City Manager's signature. 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 City agrees to pay the Consultant, ~~\$176,214~~ which is "not to exceed" One hundred Seventy Six Thousand, Two-hundred fourteen - and - No/100 dollars for completion of the work, subject to the provisions herein set.

ARTICLE IV CONTRACT PAYMENT

The City agrees to pay the Consultant for the completed work as follows:

The Consultant shall provide the City with monthly billings for progress payments as the work is completed. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Consultant's work. The City will be the sole judge as to the sufficiency of the work performed. A 5% retainage will be held until acceptance of the project by the Raymore City Council, at which time final payment will be made.

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

Lien waivers shall be provided, as applicable, to the City with each progress billing/monthly invoice, for that portion of completed work. Full release lien waivers from all vendors, suppliers and sub-Consultants shall be provided to the City prior to final payment of retainage, as applicable.

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

ARTICLE V INSURANCE REQUIREMENTS

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

All policies for liability protection, bodily injury, or property damage shall include the City of Raymore as an additional insured as such respects operation under this contract (except for Worker's Compensation and Professional Liability coverage).

Consultant agrees to hold harmless and indemnify the City from any liability for damage, injury or death arising out of the work performance of the contract.

ARTICLE VI RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate a representative to render decisions on behalf of the City and on whose actions and approvals the Consultant may rely.

The Consultant'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 Consultant), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Consultant. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance or delay in performance of this agreement. The City and the Consultant 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.

Consultant agrees to provide all services necessary to perform and complete the contract as specified. Consultant further agrees to keep and not change Project Manager and Project Team without notification and consent of the City.

Consultant will supervise and direct the work performed, and shall be responsible for his employees. Consultant will also supervise and direct the work performed by sub-Consultants and their employees and be responsible for the work performed by sub-Consultants hired by the Consultant.

Consultant 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. Consultant shall bear the cost of any permits which he is obligated to secure. Consultant will also ensure any sub-Consultants hired will obtain the necessary licenses and permits as required.

Consultant 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. Consultant agrees to ensure sub-Consultants and their employees comply with all applicable laws and regulations aforementioned.

Consultant also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

ARTICLE VII 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.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Consultant at the address listed below. In the event this agreement is terminated, the City may hold as a retainer the amount needed to complete the work in accordance with Appendix B specifications.

ARTICLE VIII ARBITRATION

In case of a dispute, the Consultant and the City shall each appoint a representative, who, together, shall select a third party attorney in good standing and licensed to practice law in Missouri, to arbitrate the issue. Resolution of the issue will be binding upon both parties.

ARTICLE IX WARRANTY

Consultant shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with Appendix A specifications.

Consultant warrants that the goods shall be delivered free of the rightful claim of any third person by way of non-payment on the part of the Consultant for any tools and equipment in use or materials used and consumed on City property in completion of this agreement, and if City receives notice of any claim of such infringement, it shall, within ten [10] days, notify Consultant of such claim. If City fails to forward such notice to Consultant, it shall be deemed to have released Consultant from this warranty as to such claim.

ARTICLE X AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the consultant 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 XI
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Consultant agrees that it has not relied upon any representations of Consultant 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.

(SEAL)

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Jean Woerner, City Clerk

(SEAL)

HDR ENGINEERING INC.

By: _____

Title: _____

Attest: _____

Appendix A

Scope of Services

See attached

Appendix B General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

Award of this contract is anticipated prior to the end of April/May 2020, with final traffic study completed within 120 days.

C. *Insurance*

The Consultant 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 Consultant, its agents, representatives, employees or sub consultants. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. Claims made on policies must be enforce or that coverage purchased for three (3) years after contract completion date.

1. General Liability

Owners and Protective Liability.

Minimum Limits

General Liability:

\$2,000,000 Each Occurrence Limit

D. *Hold Harmless Clause*

The Consultant 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 Consultant or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

E. *Exemption from Taxes*

The City of Raymore is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax exempt status will be furnished upon 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 Consultant 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 Consultant; 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 Consultant, 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 Consultant will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each sub consultant or vendor used by the Consultant.

G. *Invoicing and Payment*

The Consultant shall submit invoices, in duplicate, for services outlined above in the scope of services under Appendix A.

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 Consultant. Any contract cancellation notice shall not relieve the Consultant of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

I. *Contractual Disputes*

The Consultant 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 Consultant within thirty (30) days of receipt of the claim.

City decision shall be final unless the Consultant appeals within thirty (30) days by submitting a written letter of appeal to the Finance Director, or his designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

J. *Severability*

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

K. *Applicable Laws*

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Raymore codes.

L. *Drug/Crime Free Work Place*

The Consultant acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Raymore property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. Any crimes committed while on City property.

The Consultant 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 Consultant 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 Consultant at the Consultant'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 Consultant shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

O. *Permits*

The successful Consultant shall be responsible for obtaining all permits, and for incurring all expenses associated with those permits, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Business License" required of all vendors doing business within the City limits of Raymore (unless otherwise directed by the City Clerk). This permit can be obtained from the office of the City Clerk, 100 Municipal Circle, Raymore, Missouri, 64083.

P. *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.

Q. 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.

R. Affidavit of Work Authorization and Documentation:

Pursuant to 285.530 RSMo, the consultant 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.

Scope of Services – City of Raymore BUILD Grant Development for I-49

Task 1: Project Management

The CONSULTANT will provide project management, project accounting, project controls and project coordination to complete the scope of work for this project.

CONSULTANT will provide City of Raymore with guidance on USDOT's BUILD guidelines and probable application review strategy, application development, schedule, criteria, and overall strategy that will provide City of Raymore with a strong FY 2020 BUILD Grant Application. This task will include conference calls to discuss various alternatives and options for the development of the applications, as well as providing City of Raymore with intelligence gathered regarding the FY 2020 BUILD program. CONSULTANT will use the project kick-off call as an opportunity to present our initial methodological approach and detailed work plan. The kick-off call will also be used as an opportunity to obtain any relevant existing documentation related to the project; and to identify "reasonable" alternatives (defined in USDOT guidance as smaller-scale or more focused projects) for consideration.

CONSULTANT will prepare agendas, minutes and participate in up to four meetings with the City of Raymore to discuss scope of project and status of project at monthly intervals.

Task 2: Traffic Analysis

This scope of services is intended to develop FREEVAL and Synchro models for the proposed CFI as shown in Exhibit A and as described in more detail herein.

Data Collection

The CONSULTANT will conduct intersection turning movement counts (3-hour AM, 3-hour PM) at the following locations (to include classification counts and pedestrians):

- I-49 SB Ramp / 163rd Street
- I-49 NB Ramp / 163rd Street
- I-49 SB Ramp / Route 58 (Utilize existing 2019 counts)
- I-49 NB Ramp / Route 58 (Utilize existing 2019 counts)
- I-49 SB Ramp / North Cass Parkway
- I-49 NB Ramp / North Cass Parkway

The CONSULTANT will conduct segment traffic counts on a normal Tuesday through Thursday weekday at the following locations:

- I-49 SB North of 163rd Street (48-hour count)
- I-49 NB North of 163rd Street (48-hour count)
- I-49 SB South of North Cass Parkway (48-hour count)
- I-49 NB South of North Cass Parkway (48-hour count)
- I-49 & 155th Street SB On- and Off-Ramp (12-hour count)
- I-49 & 155th Street NB On- and Off-Ramp (12-hour count)
- I-49 & MO 150 SB On- and Off-Ramp (12-hour count)
- I-49 & MO 150 NB On- and Off-Ramp (12-hour count)

MoDOT and/or Operation Green Light will provide current signal timing for the signalized intersections listed above. The CONSULTANT will review and incorporate this information into the models described below.

Speed Data: The consultant will obtain speed data from NPMRDS, MoDOT, and/or MARC. This data will be used in the existing conditions analysis.

Crash Data: At least 5 years' worth of crash data, in GIS format, indicating location, severity, crash type, and contributing circumstances for freeway segments and the six signalized intersections listed in section 1.1 above.

The CONSULTANT will field-observe each of the study intersections for at least 15 minutes during both the morning and evening peak hours during a typical week, with the goal of identifying issues that may not be revealed by hard data alone. Field observation includes: operational issues, critical time periods, potential operational constraints, and an overall full appreciation for the project intersections. Field observations will be documented for each signalized intersection.

Existing Conditions

The CONSULTANT will develop existing-year FREEVAL macroscopic models for the AM and PM peak hours using existing traffic data and roadway geometry – covering I-49, including five interchanges, from a point north of the MO 150 Interchange to a point south of the Cass Parkway Interchange. The models will be calibrated based on peak hour speed data and queuing observations for the corridor. Raw speed data will be obtained from NPMRDS data and/or MoDOT or MARC supplied speed data. HDR will process and analyze this data to support the existing conditions evaluation and model calibration.

The CONSULTANT will report existing condition results by segments from the FREEVAL models, including speed, delay, density, vehicle miles traveled (VMT), and vehicle hours of travel (VHT).

The CONSULTANT will develop Synchro models for three interchanges: 163rd Street; Route 58; and North Cass Parkway. These models will focus on the ramp terminal intersections, but may include up to three nearby intersections if necessary to calibrate the model.

Safety Conditions: The CONSULTANT will organize the crash data, calculate crash rates, and prepare a baseline HSM crash prediction analysis that will form the basis of the future year analyses. This work will be important for identifying and quantifying safety issues in the project area.

Opening Year (2022) No-Build and Build FREEVAL Models

The CONSULTANT will develop opening-year volumes at the study intersections using growth factors and trip-generation/distribution assumptions from known nearby future developments.

The CONSULTANT will develop an opening-year FREEVAL macroscopic models for the No-Build and Build conditions (same extents as Existing Conditions). Forecasted opening-year AM and PM traffic volumes will be incorporated into the models. Synchro models will also be developed for the AM and PM peak hours for opening day for both the No-Build and Build conditions.

The CONSULTANT will report segment and intersection results from the FREEVAL models as existing conditions, including speed, delay, total density, vehicle miles traveled (VMT), and vehicle hours of travel (VHT). For the intersection analysis, delay, queues, and LOS will be potential performance measures. The CONSULTANT will also report the signal timing assumptions included in the models.

Safety Conditions: The CONSULTANT will develop HSM crash predictions for opening-year No-Build and Build conditions for comparison to the existing conditions baseline data and for providing benefit estimates for the economic analysis.

Task IV Forecast Year (2040) No-Build and Build FREEVAL Models

The CONSULTANT will develop and evaluate forecast-year 2040 models to ensure the viability and operational success of the proposed project improvements.

The CONSULTANT will develop 2040 forecast-year volumes at the study intersections using growth factors and trip-generation/distribution assumptions from known nearby future developments.

The CONSULTANT will develop 2040 forecast year FREEVAL models for the same limits described in previous tasks. Forecasted 2040 AM and PM traffic volumes will be incorporated into the models. Synchro models will also be developed for the same time frames and scenarios.

The CONSULTANT will report segment and intersection results from the models, including the following potential performance measures: speed, delay, total density, vehicle miles traveled (VMT), vehicle hours of travel (VHT), queues, and intersection levels of service. The CONSULTANT will also report the signal timing assumptions included in the models.

Safety Conditions: The CONSULTANT will develop HSM crash predictions for forecast-year No-Build and Build conditions for comparison to the existing conditions baseline data and for providing benefit estimates for the economic analysis.

Task 3: BUILD Grant

CONSULTANT will provide the City of Raymore with the following tasks for its FY 2020 BUILD Grant Application:

BUILD Grant Application Preparation

CONSULTANT will assist City of Raymore in the preparation of the FY 2020 BUILD Grant Application for the City's selected project. CONSULTANT will provide technical writing and review services, and the preparation of select graphics to City of Raymore to enable the grant application to achieve its best possible fit to the FY 2020 BUILD grant criteria. CONSULTANT will also assist in evaluating the selected project and developing the best possible content for each of the key program objectives described earlier in this proposal. City of Raymore will be responsible for the actual submittal of the grant application on the grants.gov site.

The application narrative will follow USDOT's recommended outline and approach for describing the project, its costs, funding, benefits, and other factors. CONSULTANT will design the application narrative to be easily accessible and emphasize the project's strengths with key themes throughout the application narrative. The recommended application outline will likely generally follow the basic outline below:

- Project Description
- Project Location
- Grant Funds, Sources and Uses of Project Funding
- Selection Criteria
 - Safety
 - State of Good Repair
 - Economic Competitiveness
 - Environmental Protection
 - Quality of Life
 - Innovation
 - Partnership
 - Non-Federal Revenue for Transportation Infrastructure Investment
- Project Readiness
- Benefit-Cost Analysis

The City of Raymore will provide necessary documentation detailing the project scope, budget, schedule, and likely impacts on transportation in the region. CONSULTANT will work with Raymore personnel to identify the material risks to the project and the strategies that the City has developed to mitigate those risks.

Deliverables: Completed FY 2020 BUILD Grant Application.

Benefit-Cost Analysis / Economic Impacts Analysis

CONSULTANT will quantify public benefits expected to be derived from the project that demonstrate adherence with BUILD's criteria as described above. A key challenge of the BUILD grant application will be to provide compelling evidence to USDOT of the merit of the project and its quantitative benefits in comparison to other projects being proposed by other applicants.

Generally, we propose the following multi-step process for the economic analyses that need to be undertaken:

Step 1: Define Baseline and Alternative Scenarios

The NOFO is expected to require that project benefits are estimated relative to a no-build scenario that factors in less capital-intensive improvements than the project being considered. Under this step, CONSULTANT will work with the City of Raymore to clarify the baseline condition and the possible alternatives for consideration.

Step 2: Identify Public Benefit Categories

This step formalizes the public benefit categories to be evaluated. Included in this step is a strategy session by which the various components of the project will be discussed in order to fully define which elements should be included in the project scope in order to maximize probability of a grant award.

Step 3: Data Collection

This task will involve collecting project data for use in the BCA. It will also provide quantitative information for inclusion in the narrative discussion. We anticipate requiring the following information, at a minimum:

- Total construction costs for the project
- Operating and maintenance costs (O&M) for the project
- Schedules for pre-construction and construction activities, should funding be awarded
- Schedule for routine and on-going mid- to long-term O&M costs
- Baseline, build and no-build (Developed in Task 2)
 - Traffic data for the corridor
 - Vehicle miles traveled and vehicle hours traveled in the corridor
 - Including type of traffic (e.g., truck, auto)
 - Crash data for the study area
- Information related to anticipated development that may be generated due to the improved infrastructure

CONSULTANT will collect model inputs from a variety of sources including Raymore staff, USDOT guidance, and other project documentation (e.g., its Feasibility Study, Environmental Assessment, cost estimates, etc.).

Step 4: Develop and Code Benefit-Cost Model Logic

For each of the benefit categories identified in Step 2 above, logic models will be developed that represent the methodology used to monetize each project benefit. The logic model will be populated with the most up-to-date information available.

Step 5: Issue Results

In this step, materials for inclusion in the BUILD grant application and in support of the findings described in the economics section of the applications are drafted. Typically a short document is drafted with key sections for input directly into the application document and a second short appendix is drafted that can be posted online and referenced in the text of the document. The appendix describes the evaluation approach, describe the data and assumptions used, and present the results and the sensitivity analysis conducted.

Schedule

CONSULTANT will complete the tasks described in this proposal no later than one week prior to the BUILD grant application submission deadline, assuming that City of Raymore provides all necessary data, information and documentation to CONSULTANT. A proposed breakdown of the activities required to produce the BUILD application and a tentative timeframe for their completion is provided below.

Activity	Timeframe
Notice to Proceed	February 2020
Teleconference meeting	One week from NTP
City of Raymore transmits project data to CONSULTANT	At least four weeks before application due date
CONSULTANT submits Draft BUILD application narrative to City of Raymore Review	2 weeks before due date
CONSULTANT submits Final BUILD application narrative and BCA Appendix to INSERT CLIENT	1 week before due date
City of Raymore submits BUILD application to USDOT	

Task 4: Environmental Studies

The Consultant will complete the following task items relative to Environmental considerations:

Environmental Screening: The purpose of this task is to identify potential environmental issues that could affect the proposed project. The Consultant will perform an evaluation of environmental constraints within the project area based upon GIS information and review of available electronic information. The Consultant will then develop an Environmental Constraints Map to identify those areas that are of environmental concern and that may warrant additional analysis in the future. These constraints may be relative to the human environment (e.g., nearby residences, parks, or historic structures) or the natural environment (e.g., wetlands, floodplains, or protected species). Areas of potential concern that will be reviewed include the following:

- Historic Resources
- Hazardous materials
- Noise
- Environmental Justice
- Wetlands and Streams
- Floodplains
- Protected Species

The Consultant will prepare an Environmental Constraints memorandum to supplement the aforementioned Environmental Constraints maps. The memorandum will contain a summary of the environmental findings for each of the categories listed above.

At this stage, no environmental/agency approvals will be sought. Where environmental issues are identified, the need for further analysis in subsequent phases of the project and/or possible mitigation strategies will be provided.

The Consultant will summarize the environmental review and permitting requirements and timelines. Completion of National Environmental Policy Act (NEPA) documentation (e.g., Categorical Exclusion, Environmental Assessment) is not included but can be provided under a supplemental scope of services once the level of environmental documentation is determined.

Noise Screening: CONSULTANT proposes to do a screening-level noise analysis to determine potential impacts at noise sensitive receivers and if there are any locations where noise barriers have the potential to be proposed as a result of the proposed project.

The screening-level noise analysis will follow guidelines set forth in Section 127.13 "Noise" of the MoDOT Engineering Policy Guide.

- The screening analysis is a simple procedure used to predict traffic noise levels and make a practical determination of noise impacts. There are limitations to the screening procedures, and they are not applicable to all projects. If the results of a screening analysis indicate that noise impacts are likely and the placement of typical abatement devices appears to be feasible, a detailed analysis would be required as part of another Scope and fee in the NEPA review.
- A screening analysis should be performed using a simplified FHWA Traffic Noise Model (TNM) run to assess the worst-case conditions.

- A straight line model design using the FHWA Traffic Noise Model (TNM) will be used to screen the project. Validation of the straight line model is not required. A straight line model describes a worst-case scenario with higher sound levels than would be expected in detailed modeling and represents a conservative approach to the noise analysis.
- The straight line model will be prepared as follows for this screening analysis:
 - The model shall use the Existing and the Build Condition traffic information, posted speeds, and Project receiver distances from the roadway to determine noise abatement approach criteria impacts in the Build Condition. It shall also be used to compare the Existing Condition to the Build Condition to determine whether substantial sound level increase impacts of at least a 15 dBA increase are expected.
 - Roadways shall extend at least 500 feet beyond the final receiver(s), perpendicular to the roadway on either side of the project.
 - No topography shall be included in the model; only the roadway(s), receiver(s), and traffic information.
 - Project receiver locations must be used. They shall, at a minimum, include receiver location(s) closest to the roadway and receivers placed at 50-foot increments from the roadway to determine the distance from the roadway to which impacts extend. If the closest receptor to centerline is a Category E, then the closest Category B or C receptor within 400 feet of the roadway shall also be examined.
- CONSULTANT will summarize results of the screening-level noise analysis in a Technical Memorandum.
- QA/QC of the screening-level noise analysis will be performed by a qualified acoustics professional.

City of Raymore - I-49 BUILD Grant Services
Hour and Fee Estimate - HDR Engineering, Inc.

Hours

		Proj Mgr	Dep Proj Mgr	Sr. Eng	Engineer	Planner / Writer	EIT	QC	Principal Economist	Senior Economist	Economist / Modeler	Graphic Designer	CADD	Account/ Admin	Total Hrs	
1	Project Management	Invoicing & Project Setup	8	8										8	24	
		Project Kick-off Conference Call	8	8	2	2	2			2	2	2				28
		Assemble and Review Data for Project	4	4	4	4	4				4	20				44
		Project Meetings (4 meetings)	16		8		16			8						48
		Subtotal	36	20	14	6	22	0	0	10	6	22	0	0	8	144
2	Traffic Analysis	Data Collection			2			4							6	
		Field Observations				2		8								10
		Speed Data Processing and Analysis			4	16			1							21
		FREEVAL Ex. Conditions Models			4	40			1							45
		Synchro Ex. Conditions Models			4	24			1							29
		Ex. Conditions Safety Eval			4	32			1							37
		Develop Opening Year Volumes				2		4	2							8
		FREEVAL Opening Year Model (No-Build)			2	16			1							19
		Synchro Opening Year Model (No-Build)			2	16			1							19
		FREEVAL Opening Year Model (Build)			2	20			1							23
		Synchro Opening Year Model (Build)			2	20			1							23
		Opening Year Safety Eval (no-build and build)			2	20			1							23
		Develop Forecast Year Volumes				1		4								5
		FREEVAL Forecast Year Model (No-Build)			2	12			1							15
		Synchro Forecast Year Model (No-Build)			2	12			1							15
		FREEVAL Forecast Year Model (Build)			2	16			1							19
		Synchro Forecast Year Model (Build)			2	16			1							19
Forecast Year Safety Eval (no-build and build)			2	16			1							19		
Subtotal	0	0	36	283	0	20	16	0	0	0	0	0	0	355		
3	BUILD Grant	Develop Economic Model						12	4	20	60				96	
		Application Design and Graphics Support	4	4								40			48	
		Develop Supplementary BCA Documentation							6		8	20			34	
		Prepare Full BUILD Application	8	24		16	24		8	16	8	8		2	114	
		Subtotal	12	28	0	16	24	0	26	20	36	88	40	0	2	292
4	Environmental	Environmental Screening			20		20								40	
		Noise Screening			80										80	
		Subtotal	0	0	100	0	20	0	0	0	0	0	0	0	120	
GRAND TOTAL		48	48	150	305	66	20	42	30	42	110	40	0	10	911	

Labor Costs

	Hours	Hourly Rate	Dollars
Proj Mgr	48	90.00	4,320
Dep Proj Mgr	48	80.00	3,840
Sr. Eng	150	70.00	10,500
Engineer	305	55.00	16,775
Planner / Writer	66	45.00	2,970
EIT	20	35.00	700
QC	42	75.00	3,150
Principal Economist	30	80.00	2,400
Senior Economist	42	70.00	2,940
Economist / Modeler	110	35.00	3,850
Graphic Designer	40	35.00	1,400
CADD	-	35.00	-
Account/Admin	10	35.00	350
Total	911		53,195

Subconsultants/Vendors

GHA (Traffic Counts)	8,112
	-
Total Subconsultants	8,112

Estimated Direct Costs

Reproduction services	100
Telephone/Fax	
Postage	
Travel	970
Total Direct Costs	1,070

Estimated Costs plus Fixed Fee

Labor Total	53,195
Multiplier	3.14
Labor and Overhead	167,032
Dir Design Expenses (Dir Costs)	1,070
Total	168,102

Fee Estimate

Labor Fee Plus Expenses	168,102
Subconsultants/Vendors	8,112
Total	176,214



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 04/13/2020

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 3535 - Cooperative Cost Sharing Agreement

STRATEGIC PLAN GOAL/STRATEGY

2.2.2 Create and maintain a well-connected transportation network

FINANCIAL IMPACT

Award To:
Amount of Request/Contract:
Amount Budgeted:
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

Agreement

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

As discussed at a recent Work Session, Belton, Raymore, and Cass County are working cooperatively to pursue a BUILD grant for the widening of I-49 to six lanes from 155th Street to North Cass Parkway.

The attached agreement approves the retention of the services of HDR, Inc. to gather the necessary background information and prepare the BUILD grant submittal. It also outlines the cost share of \$65,000 to be contributed by each of the three entities for this project.

BILL 3535

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE COST SHARING AGREEMENT WITH THE CITY OF BELTON, MISSOURI, AND CASS COUNTY, MISSOURI, FOR THE I-49 BUILD GRANT PROJECT, CITY PROJECT NUMBER 20-002; AND AUTHORIZING THE MAYOR TO DECLARE THIS AS AN EMERGENCY.”

WHEREAS, Article R-VI, Section 16 of the Constitution of Missouri provides that any municipality or political subdivision of the State may cooperate under contract to provide a common service as provided by law; and

WHEREAS, Belton, Raymore and Cass County all desire to facilitate traffic and transportation improvements along Interstate 49 (“Transportation Improvements”) which is a major operational thoroughfare serving each of the Parties’ and will substantially benefit each; and

WHEREAS, Raymore issued a Request for Qualifications (“RFQu 20-002”) seeking professional consulting to complete the BUILD Grant and has identified HDR, Inc. (“HDR”) as a qualified entity; and

WHEREAS, the Parties have agreed that Raymore should manage the contract with HDR for completion of the Modeling/Writing; and

WHEREAS, the proposal from HDR to complete the grant is estimated to be \$176,214 (“Costs”) and will be funded by each of the Parties contributing \$65,000 to provide for any unforeseen additional costs.

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

Section 1. The Mayor is hereby directed to enter into a Cooperative Cost Sharing Agreement with the City of Belton, Missouri, and Cass County, Missouri, for the I-49 BUILD Grant project.

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

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

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

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any

court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 6. Emergency Reading. In order to assure timely completion of this project, the Mayor hereby authorizes the passage of this Ordinance as an emergency bill.

**DULY READ THE FIRST AND SECOND TIME 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

COOPERATIVE COST-SHARING AGREEMENT FOR BUILD GRANT TRAFFIC MODELING AND FEDERAL GRANT WRITING

This Cooperative Cost-Sharing Agreement for BUILD Grant Traffic Modeling and Federal Grant Writing (“Agreement”), is made by and between the City of Belton, Missouri, a municipal corporation (hereinafter “Belton”), the City of Raymore, Missouri (hereinafter “Raymore”) and Cass County, Missouri (hereinafter “Cass County”). Belton, Raymore and Cass County being referred to hereinafter collectively as the “Parties”.

Recitals

WHEREAS, Article R-VI, Section 16 of the Constitution of Missouri provides that any municipality or political subdivision of the State may cooperate under contract to provide a common service as provided by law; and

WHEREAS, Section 70.210 to 70.320 of the Revised Statutes of Missouri provide that political subdivisions, including cities, towns and villages may jointly exercise their authority to provide common services so long as the subject and purposes of such contract are within the scope of the powers of each participating political subdivision; and

WHEREAS, Belton, Raymore and Cass County all desire to facilitate traffic and transportation improvements along Interstate 49 (“Transportation Improvements”) which is a major operational thoroughfare serving each of the Parties’ and will substantially benefit each; and

WHEREAS, Raymore has issued a Request for Qualifications (“RFQu 20-002”) seeking professional guidance and consulting in completing necessary BUILD Grant Traffic Modeling and Federal Grant Writing (“Modeling/Writing”) for the contemplated Transportation Improvement and has identified HDR, Inc. (“HDR”) as a qualified entity for purposes of completing the Modeling/Writing work contemplated by RFQu 20-002; and

WHEREAS, the Parties have agreed that Raymore should manage the contract with HDR for completion of the Modeling/Writing; and

WHEREAS, the Transportation Improvements will require the inclusion of federal grant funding; and

WHEREAS, the Modeling/Writing will facilitate that the acquisition of federal grant funding; and

WHEREAS, the proposal for HDR to complete the Modeling/Writing is estimated to be \$176,214.00 (“Costs”) which will be funded by each of the Parties contributing \$65,000.00 to provide for any unforeseen additional costs; and

WHEREAS, the Modeling/Writing for the Transportation Improvements would not be realized or completed absent of a cooperative effort and cost-sharing between the Parties; and

WHEREAS, the City Councils of Raymore and Belton, and the County Commission of Cass County each of whom are Parties to this Agreement deem it to be in their best interests and the interests of their citizenry to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby mutually agree as follows:

Agreement

1. Scope of Agreement. The purpose of this Agreement is to provide for a cooperative effort between the Parties in sharing the Costs charged by HDR in completing the Modeling/Writing and likewise sharing the resulting information and benefits of the Modeling/Writing of HDR. The section(s) of Interstate 49 within which the Transportation Improvements are contemplated are described in RFQu 20-002 which is attached hereto and incorporated by reference herein as Exhibit "A".

2. Cost-Sharing.

A. Under this Agreement, Belton shall pay Raymore one-third (1/3) of the charged Costs of HDR. Under this Agreement, Cass County shall pay Raymore one-third (1/3) of the charged Costs of HDR. Raymore shall pay HDR all of the charged Costs from the cumulative sums paid by Belton and Cass County in addition to the one-third (1/3) share of the charged Costs allocable to Raymore.

B. The cumulative total of the Costs for HDR to complete the Modeling/Writing is estimated to be \$176,214.00. Raymore, Belton and Cass County shall share equally in paying the Costs which will be funded by each of the Parties contributing \$65,000.00 to provide for any unforeseen additional costs.

C. Payment by Belton and Cass County to Raymore of their one-third (1/3) share of the Costs shall be made within thirty (30) days of receipt of Notice from Raymore of the Costs charged by HDR.

D. The cost-sharing contemplated by this Agreement shall be subject to appropriation of funds by Belton, Raymore and Cass County.

3. Obligations of Belton. Belton agrees to:

A. Concur in writing with the utilization of HDR for completion of the Modeling/Writing to obtain federal BUILD grant funding on the Transportation Improvements,

B. Provide Raymore and/or HDR their agents and employees with reasonable access to any easements, rights-of-way, engineering plans and traffic studies maintained by Belton for the areas included within the anticipated Transportation Improvements,

C. Subject to the appropriation of funds, pay their one-third (1/3) share of the Costs to Raymore within thirty (30) days of receipt of Notice from Raymore of the Costs charged by HDR in the completion of the Modeling/Writing, and

D. Comply with all other requirements applicable to Belton as set forth in this Agreement.

4. Obligations of Cass County. Cass County agrees to:

A. Concur in writing with the utilization of HDR for completion of the Modeling/Writing to obtain federal BUILD grant funding on the Transportation Improvements,

B. Provide Raymore and/or HDR their agents and employees with reasonable access to any easements, rights-of-way, engineering plans and traffic studies maintained by Cass County for the areas included within the anticipated Transportation Improvements,

C. Subject to the appropriation of funds, pay their one-third (1/3) share of the Costs to Raymore within thirty (30) days of receipt of Notice from Raymore of the Costs charged by HDR for the completion of the Modeling/Writing,

D. Comply with all other requirements applicable to Cass County as set forth in this Agreement, and

E. Serve as applicant for any federal BUILD grant funding application on the Transportation Improvements.

5. Obligations of Raymore. Raymore agrees to:

A. Enter into the contract with HDR for completion of the Modeling/Writing to obtain federal BUILD grant funding on the Transportation Improvements,

B. Provide HDR, its agents and employees with reasonable access to any easements, rights-of-way, engineering and traffic studies maintained by Raymore for the areas included within the anticipated Transportation Improvements,

C. Subject to the appropriation of funds, pay their one-third (1/3) share of the Costs to HDR,

D. Receipt for any funds paid by Belton and/or Cass County towards the Costs charged by HDR and arrange for payment of the same to HDR in the completion of the Modeling/Writing,

E. Refund any funds to Belton and/or Cass County which may be refunded, returned or uncharged by HDR in the completion of the Modeling/Writing, and

F. Ensure compliance with any and all competitive bidding processes, requirements and procedures and all applicable federal laws and regulations and the laws and regulation of the State of Missouri imposed upon municipalities,

G. Share all materials produced by HDR in completing the Modeling/Writing with representatives of Belton and Cass County upon request,

H. Require HDR to perform all work in connection with the completion of the contract contemplated by RFQu 20-002 in accordance with applicable federal, state and local laws,

I. Inspect and oversee HDR in the completion of the Modeling/Writing,

J. Require HDR to perform all work in connection with the Modeling/Writing to maintain necessary bonding and insurance with applicable law, and require that the names of Raymore, Belton and Cass County appear as co-obligees on any bond(s) securing performance, and payment with regard to any sub-contract entered into by HDR to complete the Modeling/Writing. Raymore shall require HDR to perform work pursuant to this Agreement to procure and maintain in effect insurance as required for contractors and vendors of Raymore and shall require HDR to indemnify Belton and Cass County,

K. Require HDR to comply with all laws regarding payment of prevailing wages,

L. Be responsible for paying HDR for all work performed in the completion of the Modeling/Writing, and

M. Provide copies of all Modeling/Writing completed by HDR to Belton and Cass County for utilization in applying for and obtaining the anticipated BUILD Grants.

Miscellaneous Provisions

1. Governing Law. This Agreement shall be construed and governed in accordance with the law of the State of Missouri without giving effect to Missouri's choice of law provisions. The Parties, (A) shall submit exclusively to the jurisdiction of the state and federal courts located

in Cass County, Missouri; (B) shall waive any and all objections to jurisdiction and venue; and (C) shall not raise forum non conveniens as an objection to the location of any litigation.

2. Waiver. No consent or waiver, express or implied, by any party to this Agreement or of any breach or default by any other party in the performance by such party of its obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act or failure to act of any of the other Parties or to declare any of the other Parties in default, irrespective of how long such failure continues shall not constitute a waiver by such party of its rights under this Agreement. The Parties reserve the right to waive any term, covenant, or condition of this Agreement; provided, however, such waiver shall be in writing and shall be deemed to constitute a waiver only as to the matter waived and the Parties reserve the right to exercise any and all of their rights and remedies under this Agreement irrespective of any waiver granted.

3. License to Use of Right-of-Way. Belton and Cass County hereby grant to Raymore, its agents, employees, contractors, engineers, consultants and surveyors (including specifically HDR), a license to use that portion of the public right-of-way in order to allow for any on-site Modeling/Writing in accordance with the terms of this Agreement or the contract entered into between Raymore and HDR. The term of the license shall run concurrently with the term of this Agreement and shall expire at the time HDR produces the Modeling/Writing to Raymore. The grant of this license by Belton and Cass County to Raymore shall not constitute a conveyance of any interest in the public right-of-way.

4. Modification. This Agreement shall not be amended, modified or cancelled without the written consent of the Parties.

5. Headings; Construction of Agreement. The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

6. Severability of Provisions. Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any portion of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the Parties could have included the valid provisions without the invalid provision(s); or unless the court finds that the

valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the Parties.

7. Audit. Belton and/or Cass County shall have the right to audit this Agreement and all books, documents and records relating to this Agreement and the contract with HDR for the completion of the Modeling/Writing. Raymore shall maintain all its books, documents, plan sets, record drawings and records in hard copy and electronic version relating to this Agreement and the contract with HDR for the completion of the Modeling/Writing during the term of this Agreement and for a period of three (3) years after the date of final payment by Raymore to HDR. The books, documents and records shall be made available to Belton and/or Cass County within ten (10) days after the written notice of request to inspect the same is made. Raymore shall require HDR to comply with this provision in connection with services performed on the Modeling/Writing.

8. Assignment. The Parties shall not sell, assign, transfer or otherwise convey any of their rights under this Agreement without the prior and expressed written consent of the other Parties. Each party may, at its sole discretion, refuse to consent to any proposed sale, assignment, transfer or other conveyance. Any attempted sale, assignment, transfer, or conveyance in violation of this paragraph shall be void and shall relieve the non-consenting party of any further liability under this Agreement, but shall not relieve the violating party of any liability. If a party consents in writing to a sale, assignment, transfer or conveyance, unless specifically stated to the contrary in the consent, it shall not release or discharge the party receiving consent from any duty or responsibility set forth in this Agreement.

9. Conflicts of Interest. The Parties shall certify that none of their officers or employees has, or will have, a direct or indirect financial personal interest in this Agreement, and that no officer or employee of the Parties, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of the Parties.

10. No Partnership. It is expressly understood that the Parties are not now, nor will they be engaged in a joint venture, partnership or any other form of business relationship except as expressly set forth herein, and that no party shall be responsible for the conduct, warranties, guarantees, acts, errors, omissions, debts, obligations or undertaking of any kind or nature of the other in the performance of this Agreement.

11. Binding Effect. This Agreement shall be binding upon the Parties hereto and upon their assigns, transferees and successors in interest, providing none of the Parties may assign this Agreement or the rights or obligations hereunder without the express written consent of the other Parties.

12. Representations. The Parties certify that they have the power and authority to execute and deliver this Agreement, to use the funds as contemplated hereby and to perform this Agreement in accordance with its terms.

13. Records of Agreement. The City Clerks of Belton and Raymore and the County Clerk of Cass County will be provided a copy of the final executed Agreement.

14. Notices. Any notices, correspondence or materials required by this Agreement shall be delivered to the addresses provided as follows:

If to Raymore: City of Raymore
Attn: Mr. James Feuerborn
City Manager
100 Municipal Circle
Raymore, MO 64083

If to Belton: City of Belton
Attn: Ms. Alexa Barton
City Manager
506 Main Street
Belton, MO 64012

If to Cass County: Cass County
Attn: _____

102 E. Wall St.
Harrisonville, MO 64701

All notices, requests, demands and other communications hereunder (a "Notice") shall be deemed to have been duly given if the same shall be in writing and shall be delivered by a nationally recognized overnight delivery service, with cost borne by the sender (marked by the sender for next business day delivery), or sent by certified United States mail, return receipt requested, postage pre-paid, and addressed as set forth above. Notice given by a nationally recognized overnight delivery service shall be deemed given the next business day after deposit with such delivery service in accordance with the requirements hereof, and Notice given by certified mail shall be deemed given the third (3rd) business day after deposit with the United States Postal Service in accordance with the requirements hereof. A copy of any Notice to a Party shall be contemporaneously provided to the other non-sending Parties (if any).

15. Construction of Agreement. No inference in favor of, or against any Party shall be drawn from the fact that counsel for such Party has drafted any portion of this Agreement,

each Party having the right to be represented by counsel of that Party's choosing in the negotiation of the terms and conditions of this Agreement.

16. Cooperation. All Parties agree to cooperate (including the execution of any additional documents) necessary to effectuate the terms of this Agreement. The Parties also agree to refrain from unnecessarily prejudicing the position or hindering the ability of any Party to complete their requirements, conditions and obligations under this Agreement.

17. Prohibition of Indirect Action. Any act that the Parties are prohibited from doing directly shall not be done indirectly through an affiliate or by any other indirect means.

18. Attorney Fees. In the event any Party is required to bring an action at law or in equity against any other Party to enforce any of the terms of this Agreement, the losing party hereby agrees to pay to the prevailing Party, reasonable attorney fees, costs and expenses as they may be fixed by the court including reasonable attorney fees, costs and expenses of any appeal.

19. General Indemnification. Raymore's contract with HDR or any person or entity receiving any portion of the funds provided by either Cass County and/or Belton shall require HDR or such persons or entities to defend, indemnify, and hold harmless both Cass County and Belton and any of its agencies, officials, officers and employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorneys' fees arising out of or resulting from any acts or omissions caused in whole or in part by HDR or such persons' or entities' employees, agents, or contractors, or others for whom such person or entity is legally liable, regardless of whether or not caused in part by any act or omission of Cass County and/or Belton, their agencies, officials, officers or employees.

20. Indemnification for Professional Negligence. Raymore's contract with HDR shall cause each architect and engineer of HDR to indemnify and hold harmless Cass County and Belton and any of their agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, but only to the extent caused by the negligent acts, efforts, or omissions of such architect or engineer, their employees, agents or others for whom such architect or engineer is legally liable, in the performance of professional services.

21. Insurance. Raymore shall require HDR or any person or entity receiving any portion of the funds provided by either Cass County and/or Belton to procure and maintain, in effect throughout the duration of this Agreement, insurance coverage not less than the types and amounts specified below. Raymore shall further require, and shall ensure, that Cass County and Belton are named as additional insureds and shall provide Cass County and Belton with certificates of insurance or their equivalent, demonstrating the same.

A. Worker's Compensation coverage as required by statute.

B. Contractor's General Liability which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of HDR:

i. General Aggregate: In an amount equal to the current Missouri sovereign immunity monetary liability limit for all claims arising out of a single occurrence as set forth in Section 537.610 of the Revised Statutes of Missouri.

ii. Products-Completed Operations Aggregate: \$1,000,000.00.

iii. Personal and Advertising Injury: \$1,000,000.00.

iv. Each occurrence (bodily injury and property damage): In an amount equal to the current Missouri sovereign immunity monetary liability limit as set forth in Section 537.610 of the Revised Statutes of Missouri.

v. Excess or umbrella liability with general aggregate of \$2,000,000.00 and each occurrence of \$2,000,000.00.

C. Automobile Liability: In an amount equal to the current Missouri sovereign immunity monetary liability limit as set forth in Section 537.610 of the Revised Statutes of Missouri for all claims arising out of a single accident or occurrence and for any one person in a single accident or occurrence.

22. Compliance With Laws. Raymore shall comply with all federal, state and local laws, ordinances and regulations applicable to the Modeling/Writing. Raymore's contract with HDR shall require that HDR comply with all federal, state and local laws, ordinances and regulations applicable to the Modeling/Writing.

23. Term. This Agreement shall begin upon its execution and shall continue until all of the Modeling/Writing are completed subject to the terms and conditions set forth in this Agreement.

24. Counterparts. This Agreement may be executed in counterparts, each of which is deemed to be an original, and all such counterparts shall constitute one and the same instrument.

25. Future Appropriations. Nothing herein shall constitute, nor be deemed to constitute, an obligation of future appropriations by any of the Parties.

26. Default and Remedies. If any party shall be in default or breach of any provision of this Agreement, the other party may terminate this Agreement, suspend its performance and invoke any other legal or equitable remedy after giving the other party written notice and thirty (30) days to correct such default or breach. All rights and remedies granted to each party

herein and any other rights and remedies which either party may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that any party may have exercised any remedy without terminating this Agreement shall not impair that party's rights thereafter to terminate or to exercise any other remedy herein granted or to which that party may be otherwise entitled.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement the day and year provided next to each of their signature blocks below.

City of Raymore, Missouri

Date: _____

By: _____

Mayor Kristofer P. Turnbow

ATTEST:

Approved as to form:

City Clerk

City Attorney

Ordinance #: _____

STATE OF MISSOURI)
) SS.
COUNTY OF CASS)

Be it remembered, that on this _____ day of _____, 2020 before me, the undersigned notary public in and for said county and state aforesaid, came Kristofer P. Turnbow, Mayor for the City of Raymore, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation and that said instrument was signed and sealed on behalf of said municipal corporation by authority of its City Council and acknowledged said instrument to be the free act and deed of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

My Commission Expires:

City of Belton, Missouri

Date: _____

By: _____

Mayor Jeff Davis

ATTEST:

Approved as to form:

City Clerk

City Attorney

Ordinance #: _____

STATE OF MISSOURI)
) SS.
COUNTY OF CASS)

Be it remembered, that on this _____ day of _____, 2020 before me, the undersigned notary public in and for said county and state aforesaid, came KJeff Davis, Mayor for the City of Belton, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation and that said instrument was signed and sealed on behalf of said municipal corporation by authority of its City Council and acknowledged said instrument to be the free act and deed of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

My Commission Expires:

Cass County, Missouri

Date: _____

By: _____

Bob Huston
Presiding Commissioner

ATTEST:

Approved as to form:

County Clerk

County Attorney

Ordinance #: _____

STATE OF MISSOURI)
) SS.
COUNTY OF CASS)

Be it remembered, that on this _____ day of _____, 2020 before me, the undersigned notary public in and for said county and state aforesaid, came Bob Huston, Presiding Commissioner, Cass County, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said county and that said instrument was signed and sealed on behalf of said county by authority of its County Commission and acknowledged said instrument to be the free act and deed of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

My Commission Expires:



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 04/13/20

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

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

TITLE / ISSUE / REQUEST

Bill 3536 - Budget Amendment - I-49 Build Grant

STRATEGIC PLAN GOAL/STRATEGY

FINANCIAL IMPACT

Award To:
Amount of Request/Contract: Budget Amendment total amount \$65,000
Amount Budgeted:
Funding Source/Account#: Capital Budget Transportation Fund (36)

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

Staff is recommending a budget amendment in the amount of \$65,000 for the I-49 Build Grant project.

Budget	Budgeted FY2020	Amendment	Change
Transportation Fund I-49 BUILD Grant	\$0	\$65,000	\$65,000

BILL 3536

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2020 CAPITAL BUDGET TO PROVIDE FUNDING FOR THE I-49 BUILD GRANT PROJECT; AND AUTHORIZING THE MAYOR TO DECLARE THIS AS AN EMERGENCY.”

WHEREAS, a budget amendment to the Fiscal Year 2020 capital budget is necessary to provide the project funds.

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

Section 1. The City Manager is directed to amend the FY 2020 Budget to fund the I-49 BUILD Grant project as follows:

Budget	Budgeted FY2020	Amendment	Change
Transportation Fund	\$0	\$65,000	\$65,000
<i>I-49 BUILD Grant</i>			

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 assure timely completion of this project, the Mayor hereby authorizes the passage of this Ordinance as an emergency bill.

**DULY READ THE FIRST AND SECOND TIME 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

Miscellaneous

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, MARCH 16, 2020, AT 7:00 P.M., AT RAYMORE CITY HALL. PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE III, CIRCO, HOLMAN, JACOBSON AND TOWNSEND. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF.

A. Cass County Public Library

Representatives from the Cass County Public Library discussed with the Council Proposition L which will be on the April 7 ballot. This proposition is asking voters to authorize a 12-cent increase in the property tax levy.

B. Census 2020

Communications Manager Melissa Harmer and City Planner Katie Jardieu briefed the Council on the upcoming United States Census. They discussed City efforts as well as details associated with how citizens can complete the census.

C. I49 Widening Project Consultant

City Manager Jim Feuerborn asked for Council consensus to move forward with a cost sharing agreement with Belton and Cass County to engage a consulting firm to assist with submittal of a BUILD grant for the widening of I49. Council directed staff to move forward with the BUILD grant process.

D. City Hall Tower Emergency Work

Assistant City Manager Mike Ekey outlined the history of ongoing structural problems associated with the City Hall Tower and requested emergency funding to take down the structure.

E. Other

City Manager Jim Feuerborn announced changes to operations due to COVID-19.

- Centerview and the RAC are closed to the public through March 31, when the situation will be reevaluated.
- All Parks and Recreation programs and leagues are cancelled through March 31, when the situation will be reevaluated.
- He proposed a reduction of 5% for residential water and sewer for the next billing cycle and no water shut offs in the next 30 days. To encourage less visitors in City hall, the fees will be waived for online payments. Council directed staff to prepare a Bill to achieve this action.
- The next 2 court dockets will be continued.
- He is recommending the cancellation of all Board and Commission meetings through March 31, when the situation will be reevaluated.
- Citizens will be urged to stay at home to watch City Council meetings online instead of in person. City Attorney Jonathan Zerr outlined the procedure of

suspending rules and procedures to remove the public comment section from the agenda at each meeting and discussed ways the public would be able to submit comments.

Councilmember Barber suggested to conduct work sessions via conference calls. Council agreed.

Mr. Feuerborn announced that Foxwood Springs would not be able to be used as a polling location for the April election. The precinct that votes at that location will be voting at Centerview.

Chief of Police Jan Zimmerman updated Council on first responder safety measures that are being followed.

The work session of the Raymore City Council adjourned at 8:13 p.m.

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, APRIL 6, 2020, AT 7:00 P.M., AT RAYMORE CITY HALL. PRESENT: MAYOR TURNBOW PHYSICALLY PRESENT WITH THE FOLLOWING MEMBERS PRESENT VIA ELECTRONIC MEANS: COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE III, CIRCO, HOLMAN, JACOBSON AND TOWNSEND. ALSO PHYSICALLY PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF.

In accordance with the State of Emergency declared by the Missouri Governor Executive Order #5 and the Cass County Health Department Order #20-06 requiring "shelter at home" the public will not be present. This City Council Work Session will be conducted virtually with Councilmembers conferencing into City Hall.

A. Economic Development Update

Economic Development Director David Gress provided an update on current and potential projects in the City. He answered general questions from Council.

B. COVID19 Update

Emergency Management Director Ryan Murdock provided an update on the current COVID19 situation as it relates to Raymore and our area. He answered general questions from Council.

C. Other

City Manager Jim Feuerborn announced budgetary cuts and restrictions to balance the reduction in revenues and additional expenses related to COVID19 pandemic.

The work session of the Raymore City Council adjourned at 8:13 p.m.

PROCLAMATION

WHEREAS, when our community faces a crisis, whether on an individual level or on a massive scale, such as the COVID 19 pandemic currently impacting all of our lives, Communications Officers stand ready to respond; and

WHEREAS, Communications Officers are first responders in the truest sense, but often go unheralded for the critical role they play in the success of any Police, Fire or EMS call for service; and

WHEREAS, Public Safety Telecommunicators must be available 24/7 as the critical first point of contact for citizens who are in crisis for a variety of reasons; and

WHEREAS, Public Safety Telecommunicators are responsible for first responder safety by providing valuable information and monitoring their activities by radio; and

WHEREAS, the Public Safety Telecommunicators of the Raymore Police Department contribute immeasurably to the safety of our community by demonstrating their care and concern each day in the professional performance of their duties.

NOW THEREFORE, I, Kristofer P. Turnbow, Mayor of the City of Raymore, Missouri do hereby proclaim the week of April 12th through 18th, 2020, as

NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Raymore to be affixed this 13th day of April, 2020.

Kristofer P. Turnbow, Mayor

PROCLAMATION

WHEREAS, when the health and welfare of animals in the City of Raymore is at stake, Animal Control professionals are needed to ensure the safety and well-being of both domestic and wild animals; and

WHEREAS, the safety of our citizens is dependent upon the skills of these professionals to assist the community in providing a disease-free, nuisance-free environment through enforcement and education; and

WHEREAS, the Animal Control personnel of the Raymore Police Department often risk life and limb to protect the citizens and animals of this community; and

WHEREAS, many animals, both domestic and wild, owe their lives to the unwavering efforts of Animal Control personnel that have rescued them from injury, disease, abuse, and starvation by providing necessary food, shelter, and medical attention; and

WHEREAS, the Animal Control Officers of the Raymore Police Department have contributed substantially to the overall safety of our community by demonstrating compassion, understanding and professionalism during the performance of their duties.

NOW THEREFORE, I, Kristofer P. Turnbow, Mayor of the City of Raymore, Missouri do hereby proclaim the week of April 12th through 18, 2020, as

NATIONAL ANIMAL CARE and CONTROL APPRECIATION WEEK

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Raymore to be affixed this 13th day of April, 2020.

Kristofer P. Turnbow, Mayor