



# RAYMORE PARKS AND RECREATION BOARD

## SPECIAL MEETING - AGENDA

Tuesday, April 14, 2020

**6:00PM - City Hall  
100 Municipal Circle  
Raymore, Missouri 64083**

This Parks and Recreation Board Meeting will be conducted virtually with Board Members 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](http://www.Raymore.com/Video)

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. New Business**

A. Spirit of America - Fireworks Display Contract Action Item

Staff is presenting a recommendation for award of contract for the fireworks display.

- 5. Board Member Comment**
- 6. Adjournment**

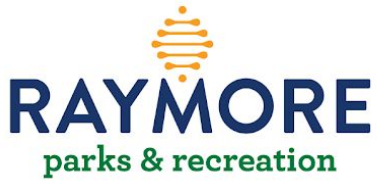
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### **EXECUTIVE SESSION (CLOSED MEETING)**

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

- litigation matters as authorized by § 610.021 (1) RSMO,
- real estate acquisition matters as authorized by § 610.021 (2),
- personnel matters as authorized by § 610.021 (3), or
- other matters as authorized by § 610.021 (4-21) as may be applicable.

*Any person requiring special accommodation (i.e., qualified interpreter, large print, hearing assistance) in order to attend this meeting please notify this Office at (816) 331-0488 no later than forty-eight (48) hours prior to the scheduled commencement of the meeting.*



# Raymore Parks and Recreation Board Agenda Item Information Form

**Department Division:** P&R Administration  
**Submitted By:** Nathan Musteen  
**Date:** April 14, 2020

<input type="checkbox"/>	<b>Discussion Item</b>	<input checked="" type="checkbox"/>	<b>Action Item</b>
<input checked="" type="checkbox"/>	<b>Council Recommendation</b>	<input type="checkbox"/>	<b>Presentation</b>

**Title / Issue / Request:**

**Bill 3541 - J&M Displays, Fireworks Contract**

**Background / Justification:**

In January 2020, the City issued a request for proposals (RFP) for the annual Parks and Recreation fireworks display.

Three bids were received, staff compared bids and determined that J&M Displays meets all requirements, provides the best program and more product for the budget.

J&M Displays has been the fireworks display provider for the past three years. We have a good working relationship with their team and are pleased with the discussions regarding the COVID-19 adjustments if needed.

Staff requests the award of the fireworks display contract to J&M Displays, Inc. for July 2, 2020 with the option to renew the contract for an additional two, one year extensions in 2021 and 2020.

**Financial Impact:** Budget: \$16,000  
Contract Amount: \$16,000

**Project Timeline:** Park Board: April  
City Council: May

**Staff Recommendation:** Staff recommends approval

**Attachments:** Bill 3541  
Contract

**BILL 3541**

**ORDINANCE**

**“AN ORDINANCE OF THE CITY OF RAYMORE MISSOURI, APPROVING AND AUTHORIZING A CONTRACT WITH J&M DISPLAYS IN THE AMOUNT OF \$16,000 TO PROVIDE PYROTECHNIC SERVICES.”**

**WHEREAS**, the City annually hosts a fireworks event for the public in celebration of our nation’s independence in Recreation Park; and

**WHEREAS**, City Staff advertised and received bids for professional pyrotechnic services; and

**WHEREAS**, the Parks and Recreation Staff reviewed the proposals for pyrotechnic services submitted and found that the proposal from J&M Displays was the best and most responsive proposal submitted.

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

Section 1. The City Manager shall be the authorized representative of the City herein for all instruments identified in Section 5.2(i) of the Charter.

Section 2. The City Manager and the City Clerk are hereby directed and authorized to execute the Agreement for and on behalf of the City of Raymore.

Section 3. The Mayor, the City Clerk and the City Manager are hereby directed and authorized to take the necessary steps under the Agreement to implement its terms.

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

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**DULY READ THE FIRST TIME THIS 10TH DAY OF APRIL 2017.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 24TH DAY OF APRIL, 2017 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

**Spirit of America Fireworks Display**

This Contract for Spirit of America Fireworks Display, hereafter referred to as the **Contract** is made this 11th day of May, 2020, between J & M Displays, Inc., an entity organized and existing under the laws of the State of Iowa, with its principal office located at 18064 170th Ave., Yarmouth, IA 52660, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

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

This contract is effective as of May 11, 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 20-005 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to the 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 City of Raymore Spirit of America fireworks display will be held on Thursday, July 2, 2020, with a rain date of July 3, 2020 and the decision to postpone the display shall be at the sole discretion of the City. The firing site for the display is Recreation Park located on South Madison Street in Raymore.

ARTICLE III  
CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$16,000.

The City agrees to pay the Contractor as outlined in the Contract Documents and subject to deductions provided for in Articles IV and VI.

ARTICLE IV  
CONTRACT PAYMENTS

The Bidder shall submit invoices, in duplicate, for services outlined above in the scope of services and according to the outlined schedule, with attachments.

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 repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired, 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.

#### 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 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.

#### 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.



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 product shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed. The City of Raymore reserves the right to deduct the cost of all shell(s) that misfire or those that fail to properly perform.

ARTICLE XI  
REQUIRED SAFETY TRAINING

Awarded contractors and their subcontractors must have completed all state and federal safety requirements required for pyrotechnicians and show certifications upon request.

ARTICLE XII  
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 XIII  
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Buyer agrees that it has not relied upon any representations of Contractor as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Raymore the day and year first above written.

**IN WITNESS WHEREOF**, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

**THE CITY OF RAYMORE, MISSOURI**

By: \_\_\_\_\_  
Jim Feuerborn, City Manager

Attest: \_\_\_\_\_  
Jean Woerner, City Clerk

(SEAL)

**J & M DISPLAYS, INC**

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

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

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

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

**Fireworks Display RFP 20-005**

1. INTRODUCTION / DESCRIPTION OF SERVICES:

The City of Raymore is seeking proposals from qualified firms to provide Pyrotechnic Services on July 2, 2020, at the City of Raymore Recreation Park. The fireworks display is anticipated to begin after dusk or 9:30 P.M., whichever is earlier.

1.1 Description of Operations or Background:

The City of Raymore Spirit of America fireworks display will be held on July 2, 2020, with a rain date of July 3, 2020 and the decision to postpone the display shall be at the sole discretion of the City. The firing site for the display is Recreation Park located on South Madison Street in Raymore. For submission purposes, funding for the Spirit of America display will not exceed \$16,000.00.

2. SCOPE OF SERVICES:

Exclusive Contract. It is the desire of the City of Raymore to award an exclusive Agreement to one Vendor for the right to provide the July 2, 2020, Fireworks Display. The contract is one year only, with the option to renew for an additional (2) two-year contract period under the same terms and conditions. This Agreement shall be subject to termination by the City in the event of sale or destruction of the park facilities or because of misfeasance or non-misfeasance by the operator. The City may also terminate this Agreement for repeated non-compliance with the requirements as set forth in these specifications.

The annual display is to be held on the Saturday prior to the July 4th date. In 2020, the date will be adjusted to accommodate the social distancing requirements due to COVID-19 with no penalty of cancellation if the event is cancelled. See attached letter from James Oetken, Chief Executive Officer of J&M Displays.

Display specifications. The fireworks display length shall be a minimum of 16 minutes. There should be music synced through an app or other form of listening devices approved by the City. The fireworks display shall be a pre-loaded, electronically fired, continuous presentation with no gaps longer than 3 seconds. All shells used in the display shall be a maximum size of 6 inches and any low-level fireworks will not exceed 5% of the total duration of the display. The finale shall be from 45 to 60 seconds. A faux finale prior to the finale is preferred.

The Vendor shall provide necessary safety equipment, and all tools and materials, including, but not limited to mortar racks, containers, sand, lumber, stakes, etc., which may be required for the firing of the display. Fire extinguishers of appropriate classification and approved as operational shall be accessible and in plain view from the time the fireworks arrive on site until all fireworks are completely removed from the site.

The Vendor will not have access to the City launch site prior to 7:00 A.M. the day of the fireworks display unless authorized by City staff.

Personnel. The successful vendor shall provide sufficient number of certified and experienced pyrotechnicians to set-up and fire the display. The name, address, and phone number of the chief pyrotechnician and all assistant(s) shall be provided to the City of Raymore with the proposal.

The vendor shall provide uniformed, qualified personnel to shoot the fireworks display. All personnel employed by the vendor in the performance shall be considered employees of the vendor and not of the City. All personnel employed by the vendor shall be paid in accordance with the minimum Federal Wage and Hour Laws. The vendor shall be responsible for the payment of all employment taxes and Social Security taxes related to the employment of said personnel.

Marking of Fireworks. All fireworks materials shall be clearly marked, indicating the type of shell, and shall be delivered to the site on the day of firing. All fireworks shells must have been tested and assigned "EX" numbers by the appropriate regulatory agency.

Inspection of Material. A representative of the City of Raymore and the local Fire Marshal shall conduct an inspection and inventory of the fireworks shells at least 5 hours prior to the display being readied for firing.

Test Launch. The successful vendor should be prepared to do a site test launch upon the City's request to determine the most optimal launch site.

Penalty for Shell Shortage. The City of Raymore shall assess a fine of three times the retail cost of a shell, determined by diameter, for any shell that is shorted.

Warranty. The City of Raymore reserves the right to deduct the cost of all shell(s) that misfire or those that fail to properly perform.

Rain Date. The City of Raymore reserves the right to advertise and host a rain date for the event should inclement weather require cancellation of the display.

Penalty for vendor cancellation. The vendor agrees to perform the fireworks display under safe weather conditions. In the event the vendor cancels the

display for reasons other than weather conditions, the vendor shall pay a penalty to the City in the amount of 25% of proposed show cost.

Post-Event Clean-Up. The vendor shall, at its expense, provide its own custodial services for the immediate display shooting area. The field shall be combed clean of debris and any holes dug for mortars shall be refilled. All debris shall be removed from the site. The City shall provide for the cleanup of the spectator areas of the park.

The successful firm and its representatives will be responsible for the sweep and removal of unexploded devices in the fireworks firing area, potential landing areas, and other areas adjacent to the site. No public access will be permitted until such sweep of the park has determined that no devices remain. The successful firm shall complete the sweep of the park no later than 7:00 am the morning following the display.

Licenses and Permits: The successful firm shall be responsible for obtaining and paying the costs of all necessary business licenses, permits, and occupational licenses required by any applicable laws, rules and/or regulations (including those of the City of Raymore, Cass County, and the State of Missouri) necessary for the display of fireworks provided.

Set-up and Storage Standards: The successful firm shall meet all NFPA Standards, the Missouri Fire Code, the South Metropolitan Fire Protection District fire code, and ordinances of the City of Raymore and Cass County with regard to storage of fireworks and set up of the firing area. The fireworks may not be stored inside the City of Raymore limits prior to set up. Security at the firing site must be provided by the vendor for all the time period that set-up personnel are not on-site, commencing the moment the fireworks are brought into the Park.

Safety Standards: The successful firm shall be required to meet all ATF, Health and Safety standards and regulations set forth by Ordinances of the City of Raymore, the South Metropolitan Fire Protection District, Cass County, and the State of Missouri.

3. CITY PROVIDED SERVICES:

The City of Raymore shall be responsible for spectator security, parking control, park preparation, concessions, and event publicity.

The City of Raymore shall be responsible for coordinating the attendance of fire and emergency personnel for the event. The City shall be responsible for restricting access to the display firing area during the show. No public access to the firing area should be permitted by the vendor during the show. All

family members of the shooters shall view the display from the general audience area and shall not be permitted in the display firing area.

**CITY OF RAYMORE, MISSOURI**  
**RFP # 20-005**

**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 Director of Parks and Recreation 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 Director of Parks and Recreation will designate their authorized representatives in writing. Both the City of Raymore and the Contractor must approve any changes to the contract in writing.

B. *Contract Period*

Award of this contract is anticipated prior to the end of May, 2020. The City reserves the right to negotiate this contract for two (2) additional one-year renewal periods.

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 Bidder shall submit invoices, in duplicate, for services outlined above in the scope of services and according to the outlined schedule, with attachments.

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 set up, the Bidder shall demonstrate to the Director of Parks and Recreation 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 corrected by the Bidder/Contractor at the Bidder's/Contractor's sole expense prior to final acceptance of work.

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. *Permits*

The successful Contractor 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 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.

P. *Bid Bond*

A bid bond or certified check from a surety or bank, approved by the Purchasing Specialist, in the amount of \$500.00 must accompany each proposal. An unacceptable bid security may be the cause for rejection of the proposal. No bidder may withdraw his bid for a period of sixty (60) days after the date of opening of bids.

*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. 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.

*S. 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.



To all J&M Customers:

J&M Displays is starting to receive a lot of questions about how we plan to handle cancelled or postponed fireworks displays due to the coronavirus outbreak.

We suggest that all clients proceed with their 2020 orders as usual. This way shows will be packed and ready to go by the 4<sup>th</sup> if the country is over this health scare and celebrations are moving forward as planned.

If things are not better by June 1<sup>st</sup>.and public events remain scarce or discouraged, different options can be pursued at that time. Some communities are looking at holding traditional summer events on Labor Day or later in the fall. Currently, the number of cases in China is on the decrease. Some medical experts believe that by late April that will be the case here as well.

As far as J&M's cancellation or postponement policy is concerned, those fees will be waived if a display is cancelled for health reasons.

Sincerely,

A handwritten signature in blue ink that reads 'James J. Oetken'. The signature is written in a cursive style.

James Oetken

Chief Executive Officer