

AGENDA

Raymore City Council Regular Meeting
Centerview – 227 Municipal Circle
Monday, May 11, 2020
7:00 p.m.

1. Call to Order.

2. Roll Call.

3. Pledge of Allegiance.

4. Presentations/Awards.

- City Auditor – Kim Pearson, Dana F. Cole & Co., FY 2019 Financial Statements (provided to Council under separate cover)
- Proclamation - Police Week (pg 245)
- Proclamation - Public Works Week (pg 247)

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, April 27, 2020 (pg 17)
- B. Dean Avenue Water Vault - Acceptance and Final Payment

Reference: - Resolution 20-28 (pg 23)

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. J&M Displays, Fireworks Contract

Reference: - Agenda Item Information Sheet (pg 27)
- Bill 3541 (pg 29)
- Contract (pg 31)

The Parks and Recreation Board recommends award of the annual fireworks display to J&M Displays for the 2020 Spirit of America event with an option to renew up to two more years.

Parks and Recreation Board, 04/14/2020: Approved 6-0 City Council, 04-27-2020: Approved 8-0
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B. Calling for the August 4, 2020 No Tax Increase GO Bond Election

Reference: - Agenda Item Information Sheet (pg 47)
- Bill 3545 (pg 51)

During a work session on Dec. 2, 2019, Council determined that it is necessary to borrow \$23,505,000 for (a) the purposes of acquiring rights-of-ways, and constructing, extending and improving streets and roads, and (b) acquiring, constructing, improving, renovating and equipping the park and recreation system within the City.

An ordinance calling for an election to be held on Aug. 4, 2020 on these proposed bond issuances has been prepared accordingly.

City Council, 04-27-2020: Approved 8-0
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10. New Business. First Reading.

A. Award of Contract - 2020 Street Preservation

Reference: - Agenda Item Information Sheet (pg 57)
- Bill 3542 (pg 59)
- Contract (pg 61)

Staff recommends awarding the contract to Tandem Paving Company Inc. for the 2020 Street Preservation Project.

B. Award of Contract - Harold Estates Gravity Sewer Project

Reference: - Agenda Item Information Sheet (pg 101)
- Bill 3544 (pg 103)
- Contract (pg 105)

Staff recommends awarding the contract to Redford Construction Company for the Harold Estates Gravity Sewer Project.

C. Budget Amendment - Harold Estates Gravity Sewer Project

Reference: - Agenda Item Information Sheet (pg 143)
- Bill 3543 (pg 145)

This budget amendment is necessary to provide funds for the Harold Estates Gravity Sewer Project.

D. Settlement Agreement-Confluence

Reference: - Agenda Item Information Sheet (pg 147)
- Bill 3546 (pg 149)
- Settlement Agreement (pg 151)

During the construction of Hawk Ridge Park, the City identified several issues with the design work completed by Confluence. Following mediation, both parties have agreed to the attached settlement agreement.

E. Award of Contract - City Hall Tower Improvements

Reference: - Agenda Item Information Sheet (pg 159)
- Bill 3547 (pg 161)
- Contract (pg 163)

Staff recommends awarding the contract to Tasco LLC for the City Hall Tower Improvements Project.

F. Budget Amendment - City Hall Tower Improvements

Reference: - Agenda Item Information Sheet (pg 195)
- Bill 3549 (pg 197)

This budget amendment is necessary to provide funds for the City Hall Tower Improvement Project.

G. Contract Amendment - Enterprise Fleet Management

Reference: - Agenda Item Information Sheet (pg 199)
- Bill 3548 (pg 201)
- State Purchasing Contract (pg 203)
- Enterprise Agreements (pg 218)
- Work Session Materials (pg 237)

Included in the City's statewide cooperative purchasing agreement for fleet vehicles is an option to lease vehicles in partnership with Enterprise Fleet

Management. Bill 3548 would direct staff to begin leasing vehicles with Enterprise for the City's fleet.

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

12. Mayor/Council Communication.

13. Adjournment.

EXECUTIVE SESSION (CLOSED MEETING)

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

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

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

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

Staff Reports

MONTHLY REPORT APRIL 2020

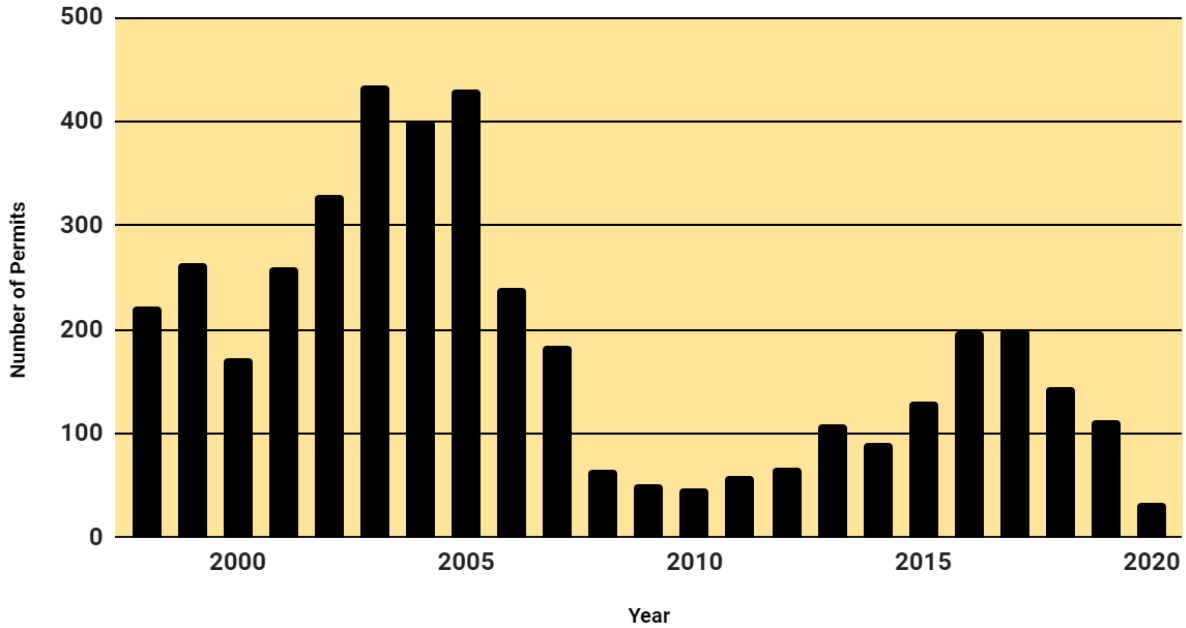
Building Permit Activity

Type of Permit	Apr 2020	2020 YTD	2019 YTD	2019 Total
Detached Single-Family Residential	8	34	35	113
Attached Single-Family Residential	4	10	0	26
Multi-Family Residential	0	0	0	0
Miscellaneous Residential (deck; roof)	104	225	192	720
Commercial - New, Additions, Alterations	2	8	9	18
Sign Permits	1	12	14	54
Inspections	Apr 2020	2020 YTD	2019 YTD	2019 Total
Total # of Inspections	460	1,315	1,155	3,858
Valuation	Apr 2020	2020 YTD	2019 YTD	2019 Total
Total Residential Permit Valuation	\$3,015,500	\$10,331,600	\$8,403,700	\$34,498,600
Total Commercial Permit Valuation	\$4,000	\$8,004,300	\$1,672,300	\$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.
- Foundation work has commenced on the Compass Health office building.
- Site work and utility installation continues for The Lofts at Fox Ridge apartment community. Construction on the clubhouse and three apartment buildings should start within a few weeks.
- 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 continues for Schlotzsky's Deli to locate in the former Pizza Hut building.
- Site work continues at T.B. Hanna Station.

Single Family Building Permits



Code Enforcement Activity

Code Activity	Apr 2020	2020 YTD	2019 YTD	2019 Total
Code Enforcement Cases Opened	39	183	93	642
<i>Notices Mailed</i>				
-Tall Grass/Weeds	13	13	4	135
- Inoperable Vehicles	1	73	11	138
- Junk/Trash/Debris in Yard	10	25	26	146
- Object placed in right-of-way	0	1	1	14
- Parking of vehicles in front yard	0	9	5	13
- Exterior home maintenance	5	18	3	41
- Other (trash at curb early; signs; etc)	0	4	2	2
Properties mowed by City Contractor	8	8	0	71
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	0	0	2	10
Signs in right-of-way removed	67	142	35	370
Violations abated by Code Officer	10	60	9	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)
- Alley vacation, T.B. Hanna Station
- Eastbrooke at Creekmoor First Final Plat
- Brookside Tenth Replat of Tract X and Tract Y

	As of Apr 30, 2020	As of Apr 30, 2019	As of Apr 30, 2018
Homes currently under construction	171	155	268
Total number of Undeveloped Lots Available (site ready for issuance of a permit for a new home)	306	385	390
Total number of dwelling units in City	8,689	8,555	8,286

Actions of Boards, Commission, and City Council

City Council

April 6, 2020 Work Session

- Economic Development Director David Gress provided an update on current and potential projects in the City.

April 13, 2020

- No development applications on the agenda

April 27, 2020

- No development applications on the agenda

Planning and Zoning Commission

April 7, 2020

- Meeting Cancelled

April 21, 2020

- Meeting Cancelled

Upcoming Meetings – May & June

May 5, 2020 Planning and Zoning Commission

- Meeting Cancelled

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

June 2, 2020 Planning and Zoning Commission

- Rezoning of 4 acres located north of Foxwood Springs from Agricultural to Planned Unit Development District (public hearing)
- Annual review of the Growth Management Plan (public hearing)
- Vacation of the alley right-of-way in Block 8 of the Original Town Plat (T.B. Hanna Station Park) public hearing
- Eastbrooke at Creekmoor First Final Plat
- Brookside Tenth Replat of Tract X and Tract Y

June 8, 2020 City Council

- 2nd reading - Development Agreement for Compass Health (extension of Sunset Lane)
- 1st reading - Rezoning of 4 acres located north of Foxwood Springs from Agricultural to Planned Unit Development District (public hearing)
- 1st reading - Vacation of the alley right-of-way in Block 8 of the Original Town Plat (T.B. Hanna Station Park) public hearing
- 1st reading - Eastbrooke at Creekmoor First Final Plat
- 1st reading - Brookside Tenth Replat of Tract X and Tract Y
- 1st reading - Development Agreement for Compass Health (extension of Sunset Lane)

June 16, 2020 Planning and Zoning Commission

- Annual review of the Unified Development Code

June 16, 2020 Board of Adjustment

- Velasquez variance application - fence - 712 Meadow Lane

June 22, 2020 City Council

- 2nd reading - Rezoning of 4 acres located north of Foxwood Springs from Agricultural to Planned Unit Development District (public hearing)
- 2nd reading - Vacation of the alley right-of-way in Block 8 of the Original Town Plat (T.B. Hanna Station Park) public hearing
- 2nd reading - Eastbrooke at Creekmoor First Final Plat
- 2nd reading - Brookside Tenth Replat of Tract X and Tract Y
- 2nd reading - Development Agreement for Compass Health (extension of Sunset Lane)

Department Activities

- CVS exterior improvements were approved. Interior improvements were previously approved.
- City Planner Katie Jardieu worked on updating the Growth Management Plan, as well as making suggestions to various sections of the Unified Development Code as part of the annual review completed by the department.
- Staff continued work on preparing a report on the annual review of the Unified Development Code. The report will include several proposed amendments to the code.
- City Planner Katie Jardieu worked on updating graphics utilized in the City [Development Guide](#), designed to assist residents, contractors and developers in understanding the development process in Raymore.
- Staff held several virtual meetings with developers regarding proposed development projects in the City.
- Building Official Jon Woerner continued final review of building construction plans for The Lofts at Fox Ridge apartment community. Installation of utilities to serve the development is nearing completion.
- Issuance of building permits for all construction activities in the City continues. Permits can be issued online and through the mail. Inspection of new homes, commercial building renovations, and exterior work done on properties (e.g. fences; pools; decks) continues. Only interior inspections (e.g. basement finishes; water heater installations) of occupied buildings have been temporarily suspended.
- GIS Coordinator Heather Eisenbarth is finishing her work on updating the various mapping applications utilized by the public and city employees.
- The [Lofts at Fox Ridge](#) apartment community will start construction of the clubhouse and the first three apartment buildings in the next few weeks. Work will commence in the southeast corner of the site.
- Director Jim Cadoret participated in a webinar hosted by the International Council of Shopping Centers (ICSC) titled "Cannabis Tenants: Evaluating an Emerging Use".

GIS Activities

- New mapping apps pilot
- Addressing as requested
- Migration of links and database attachments
- List widget for JSAPI
- New build of RaymoreGIS
- Response to request for information
- Software maintenance quotes for budgeting
- Software support
- Planning for system upgrade operations
- Begin review of 2020 Orthoimagery

Municipal Division Summary Reporting

17th Judicial Circuit - Cass County - Raymore Municipal Division

I. COURT INFORMATION

Reporting Period:		
April	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	1,266	675
B. Cases (citations / informations) filed		3	12	25
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	0	30	3
	5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	5	0
	6. dismissed by court	0	0	0
	7. nolle prosequi	0	2	1
	8. certified for jury trial (not heard in the Municipal Division)	0	0	0
	9. TOTAL CASE DISPOSITIONS	0	37	4
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]		58	1,241	696
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:	1	Does court staff process parking tickets? Yes	
2. # Served/withdrawn during reporting period:	40	1. # Issued during reporting period:	0
3. # Outstanding at end of reporting period:	1,575		

V. DISBURSEMENTS	
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines – Excess Revenue	\$4,577.00
Clerk Fee – Excess Revenue	\$408.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$12.58
Bond forfeitures (paid to city) – Excess Revenue	\$0.00
Total Excess Revenue	\$4,997.58
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines – Other	\$1,516.00
Clerk Fee – Other	\$48.00
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	\$38.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$270.94
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$1.48
Law Enforcement Training (LET) Fund surcharge	\$76.00
Domestic Violence Shelter surcharge	\$152.00
Inmate Prisoner Detainee Security Fund surcharge	\$76.00
Sheriffs' Retirement Fund (SRF) surcharge	\$0.00
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) – Other	\$0.00
Total Other Revenue	\$2,178.42
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.	
Total Other Disbursements	\$0.00
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$7,176.00
Bond Refunds	\$0.00
Total Disbursements	\$7,176.00

Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION MONDAY, APRIL 27, 2020 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MAYOR TURNBOW PHYSICALLY PRESENT WITH THE FOLLOWING MEMBERS PARTICIPATING VIA ZOOM: 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, SPECIAL BOND COUNSEL TODD GOFFOY, 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, citizens are requested to view the meeting online in order to meet the CDC guidelines to limit crowds of ten (10) or less. Members of the City Council are participating via zoom (virtual) as authorized under 610.021(1) RSMo. He advised citizens that any comments could be submitted via email to the Assistant City Manager Mike Ekey which would then be read aloud at the end of the agenda.

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. Presentations/Awards.

Mayor Turnbow read aloud a proclamation recognizing Municipal Clerks week.

5. Personal Appearances.

6. Staff Reports.

Public Works Director Mike Krass provided a review of the staff reports contained in the Council packet and updated status of ongoing projects.

Parks and Recreation Director Nathan Musteen provided a review of the staff reports contained in the Council packet and how recreation activities are being presented via social media and by other electronic means. He provided an update on the progress of trails and playground areas at T.B. Hanna Station.

City Manager Jim Feuerborn announced work session agenda items for May 4.

7. Committee Reports.

8. Consent Agenda.

A. City Council Minutes, April 13, 2020

B. Resolution 20-26, Permeable Pavers-Acceptance and Final Payment

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

9. Unfinished Business. Second Readings.

A. Award of Contract - 2020 Curb Project

BILL 3540: "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."

City Clerk Jeanie Woerner conducted the second reading of Bill 3540 by title only.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3540 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 3540 as **Raymore City Ordinance 2020-022.**

10. New Business. First Readings.

A. J&M Display - Fireworks Contract

BILL 3541: "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."

City Clerk Jeanie Woerner conducted the first reading of Bill 3541 by title only.

Parks and Recreation Director Nathan Musteen provided a review of the staff report included in the Council packet. The Parks and Recreation Board recommends award of the annual fireworks display to J&M Displays for the 2020 Spirit of America event with an option to renew up to two more years. If the current shelter in place, COVID-19 guidelines extends to July, the contract contains provisions for extension or cancellation without penalties.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3541 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

B. Extension of Mayor's Emergency Declaration

RESOLUTION 20-27: "A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, EXTENDING THE AUTHORITY OF 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."

City Clerk Jeanie Woerner conducted the reading of Resolution 20-27 by title only.

City Attorney Jonathan Zerr stated this Resolution extends the authority outlined in Ordinance 2020-013, for the Mayor to declare a state of emergency in response to the COVID-19 virus until May 4. He answered general questions from Council.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the reading of Resolution 20-27 by title only.

DISCUSSION: Councilmember Holman thanked the Mayor for his leadership during this time of pandemic.

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. Calling for the August 4, 2020 No Tax Increase GO Bond Election

BILL 3545: "AN ORDINANCE CALLING AN ELECTION IN THE CITY OF RAYMORE, MISSOURI."

City Clerk Jeanie Woerner conducted the first reading of Bill 3545 by title only.

City Manager Jim Feuerborn provided a review of the staff report included in the Council packet. During a work session on Dec. 2, 2019, Council determined that it is necessary to borrow \$23,505,000 for (a) the purposes of acquiring rights-of-ways, and constructing, extending and improving streets and roads, and (b) acquiring, constructing, improving, renovating and equipping the parks and recreation system within the City. There will be two no-tax increase bond questions at the August 4, 2020 election, one for street projects and one for parks projects. He advised the Council that, today, the American Civil Liberties Union has filed suit in Missouri to allow for absentee ballots for all registered voters for the June, August, and November elections. If the suit is successful, the City will not pursue this election until April of 2021 due to the costs associated with an election of this nature. He answered general questions from Council.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3545 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

11. Public Comments.

12. Mayor/Council Communication.

Mayor Turnbow and Councilmembers recognized City Clerk Jeanie Woerner and Deputy City Clerk Erica Hill for Municipal Clerks week and all front line staff for their work during the pandemic.

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 7:38 p.m.

Respectfully submitted,

Jeanie Woerner
City Clerk

RESOLUTION 20-28

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE DEAN AVENUE METER VAULT 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 Dean Avenue Meter Vault Project is accepted.

Section 2. The final payment in the amount of \$2,183.04 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 11TH DAY OF MAY, 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: April 27, 2020

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

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

TITLE / ISSUE / REQUEST

Bill 3541 - J&M Displays, Fireworks Contract

STRATEGIC PLAN GOAL/STRATEGY

Goal 1.1.4 - Promote & Develop signature events and amenities

FINANCIAL IMPACT

Award To:	J&M Displays
Amount of Request/Contract:	16,000.00
Amount Budgeted:	16,000.00
Funding Source/Account#:	Fund 25 Park Fund

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
2020	2022

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks and Recreation Board
Date:	April 14, 2020
Action/Vote:	6-0 (2 absent)

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
Letter - James Oetken, Chief Executive Officer - J&M Displays

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

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

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

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

In previous years the event has been scheduled for the Saturday prior to July 4. In 2020, the display event is scheduled for Thursday, July 2 since the next day is the legal holiday. This will also allow plans to be extended out as far as possible, considering the uncertainty of shelter-in-place orders and large group events. In 2021 and 2022, the contract returns to the normal day which is the Saturday before July 4.

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.

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 as part of Raymore’s Spirit of America celebration; 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 is directed to execute the Agreement on behalf of the City of Raymore.

Section 2. The City Manager is directed to take the necessary steps under the Agreement to implement its terms.

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 27th DAY OF APRIL, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 11TH DAY OF MAY, 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

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 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.

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.

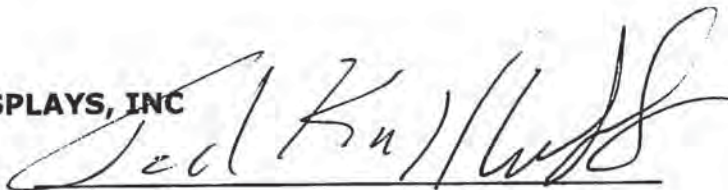
THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Jean Woerner, City Clerk

(SEAL)

J & M DISPLAYS, INC

By: _____


Title: Ted Kallhoff, Regional Sales Manager

Attest: _____

Stefanie Kallhoff Office, Manager

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 4th if the country is over this health scare and celebrations are moving forward as planned.

If things are not better by June 1st.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,

James Oetken

Chief Executive Officer



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: April 27, 2020

SUBMITTED BY: Jim Feuerborn

DEPARTMENT: Administration

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

TITLE / ISSUE / REQUEST

Bill 3545 - Calling for the August 4, 2020 G.O. Bond Election

STRATEGIC PLAN GOAL/STRATEGY

Goal 2.2 - Create a physical environment that inspires a sense of pride in public space

FINANCIAL IMPACT

Award To:
Amount of Request/Contract:
Amount Budgeted:
Funding Source/Account#:

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
2020	2025

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Specific list of projects to be completed with a 2020 no tax increase bond issue.

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

In December of 2019 the City Council determined and approved moving forward with two no tax increase bond issues in the total amount of \$23,505,000. The bond issues are divided into street projects and park projects.

The streets bond issue and projects total \$17,575,000 while the parks bond issue and projects total \$5,930,000.

Originally the City Council desired to have these bond issues on the April 7 ballot. However, after learning that a number of other subdivisions would also be having tax increase issues on that same ballot, the Council determined to delay putting these questions to the voters until the August 4 election.

Due to the COVID-19 outbreak the April 7 ballot was then moved to June 2 for public safety reasons.

A detailed list of the approved projects for these two issues is attached to this AIM.

Staff recommends approval.

Project	Description	Cost	Ward	Classification
Johnston Drive Extension	Extends Johnson Drive to Outer Road/Harmon Drive	\$600,000	Ward 1	Streets
City Hall Trails & Plaza	Creates a patio and gathering location behind City Hall	\$400,000	Ward 2	Parks
163rd street	Construct minor collector from from current terminus to extended Sunset Lane.	\$1,800,000	Ward 3	Streets
Sunset Street	Construct a minor collector from north of Route 58 to 163rd street.	\$3,950,000	Ward 3	Streets
West HRP Improvements	Connect the north parking lot to Laurus Drive. To include pull-in, parking along the drive. Soccer field parking lot improvements, Loop trail around the soccer fields, Small restroom for soccer families and trail users, Irrigation quick couplers	\$500,000	Ward 3	Parks
Ward Road	Construct full minor collector roadway with turn lanes, Route 58 to 163rd street	\$4,543,000	Ward 4	Streets
RAC Expansion	Additional basketball court, additional classroom and yoga/workout studio	\$3,000,000	All Wards	Parks
Streetlights Ward Silver Lake/Heritage	Add missing street lights in Wards	\$1,102,200	3/4	Streets

I-49/58 Highway Interchange	Partnership with MoDOT, Belton and County to redevelop the interchange and widen I-49 to three lane to North Cass Parkway	\$3,000,000	All Wards	Streets
Centerview Phase II	Trail connections, lighting, outdoor event space that will compliment the indoor rental space	\$1,200,000	Ward 2	Parks
Amphitheater Improvements	Parking lot on the east side to coincide with the Sunset Extension. Provide drinking water & irrigation for the lawn area near the Amphitheater.	\$750,000	Ward 3	Parks
Kurzweil Road	Construct minor collector roadway with turn lanes, Route 58 to 155th street. This would raise the street out of the floodplain.	\$2,350,000	Ward 4	Streets

Total Streets - \$17,345,200

Total Parks - \$5,850,000

BILL 3545

ORDINANCE

"AN ORDINANCE CALLING AN ELECTION IN THE CITY OF RAYMORE, MISSOURI."

WHEREAS, the City Council finds it necessary and hereby declares its intent to issue its general obligation bonds to improve its park and recreation system and to construct and improve streets and roads (the "Projects") for the City.

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

Section 1. An election is hereby ordered to be held in the City on August 4, 2020, on the following questions:

QUESTION 1

Shall the City of Raymore, Missouri, issue its general obligation bonds in the amount of \$17,575,000 for the purpose of acquiring rights-of-way, and constructing, extending and improving streets and roads within or leading to the City including, without limitation, the (a) redevelopment of the Interstate 49/Highway 58 interchange and widening of Interstate 49 to six lanes to North Cass Parkway, (b) reconstruction of Ward Road from Highway 58 to 163rd Street, (c) construction of and extending Sunset Lane from north of Highway 58 to 163rd Street, and (d) reconstruction of Kurzweil Road from Highway 58 to 155th Street.

QUESTION 2

Shall the City of Raymore, Missouri, issue its general obligation bonds in the amount of \$5,930,000 for the purpose of acquiring, constructing, improving, renovating and equipping the park and recreation system within the City including, without limitation, the (a) expansion of the Raymore Activity Center to include an additional basketball court, additional classrooms and a yoga/workout studio, (b) adding new amenities to the outdoor event space at the Centerview, and (c) adding new amenities to the Hawk Ridge Park Amphitheater?

Section 2. The form of the Notice of Election for said election, a copy of which is attached hereto and made a part hereof, is hereby approved.

Section 3. The City Clerk is hereby authorized and directed to notify the County Clerk of Cass County, Missouri of the adoption of this Ordinance no later than 4:00 P.M. on May 26, 2020, and to include in said notification all of the terms and provisions required by Chapter 115 of the Revised Statutes of Missouri, as amended.

Section 4. The City expects to make expenditures on and after the date of adoption of this Ordinance in connection with the Project, and the City intends to reimburse itself for such expenditures with the proceeds of the bonds. The maximum principal amount of the bonds expected to be issued for the Projects is \$23,505,000.

Section 5. Effective Date. This Ordinance shall take effect and be in full force from and after the date of its passage by the City Council and approval by the Mayor.

DULY READ THE FIRST TIME THIS 27TH DAY OF APRIL, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 11TH DAY OF MAY, 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

(SEAL)

Date of Signature

Approved as to form:

City Attorney

NOTICE OF ELECTION

CITY OF RAYMORE, MISSOURI

Notice is hereby given to the qualified voters of the City of Raymore, Missouri that the City Council has called an election to be held on August 4, 2020, commencing at 6:00 a.m. and closing at 7:00 p.m. on the question contained in the following sample ballot:

**OFFICIAL BALLOT
CITY OF RAYMORE, MISSOURI**

AUGUST 4, 2020

QUESTION 1

Shall the City of Raymore, Missouri, issue its general obligation bonds in the amount of \$17,575,000 for the purpose of acquiring rights-of-way, and constructing, extending and improving streets and roads within or leading to the City including, without limitation, the (a) redevelopment of the Interstate 49/Highway 58 interchange and widening of Interstate 49 to six lanes to North Cass Parkway, (b) reconstruction of Ward Road from Highway 58 to 163rd Street, (c) construction of and extending Sunset Lane from north of Highway 58 to 163rd Street, and (d) reconstruction of Kurzweil Road from Highway 58 to 155th Street.

YES
NO

QUESTION 2

Shall the City of Raymore, Missouri, issue its general obligation bonds in the amount of \$5,930,000 for the purpose of acquiring, constructing, improving, renovating and equipping the park and recreation system within the City including, without limitation, the (a) expansion of the Raymore Activity Center to include an additional basketball court, additional classrooms and a yoga/workout studio, (b) adding new amenities to the outdoor event space at the Centerview, and (c) adding new amenities to the Hawk Ridge Park Amphitheater?

YES
NO

INSTRUCTIONS TO VOTERS: If you are in favor of the question, place an X in the box opposite "YES." If you are opposed to the question, place an X in the box opposite "NO."

The election will be held at the following polling places in the City of Raymore, Missouri:

PRECINCT

POLLING PLACE

DATED: _____, 2020.

County Clerk of Cass County, Missouri

New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: May 11, 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 3542 - 2020 Street Preservation Project

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

Award To:	Tandem Paving Company Inc.
Amount of Request/Contract:	\$839,868.76
Amount Budgeted:	\$1,000,000
Funding Source/Account#:	Fund (37) Fund (36)

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
June 2020	October 2020

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
Map

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The 2020 Street Preservation Project involves the mill and overlay of City streets originally approved by Council at a recent work session.

The City received the following bids on April 15, 2020:

Tandem Paving Company Inc.	\$839,868.76
Superior Bowen Asphalt Co	\$903,119.90
J.M. Fahey Construction Co.	\$924,069.55

Tandem Paving Company Inc. was determined to be the lowest and best bidder.

Staff recommends the contract for the 2020 Street Preservation Project to be awarded to Tandem Paving Company Inc.

BILL 3542

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TANDEM PAVING COMPANY INC. FOR THE 2020 STREET PRESERVATION PROJECT, CITY PROJECT NUMBER 20-351-201, IN THE AMOUNT OF \$839,868.76 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, the 2020 Street Preservation was included in the FY2020 budget; and

WHEREAS, bids for this project were received on April 15, 2020; and

WHEREAS, Tandem Paving Company, 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 \$839,868.76 with Tandem Paving Company Inc. for the 2020 Street Preservation 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 11TH DAY OF MAY, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 8TH DAY OF JUNE, 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 Street Preservation

This Contract for the 2020 Street Preservation, hereafter referred to as the **Contract** is made this 8th day of June, 2020, between Tandem Paving Company Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at PO Box 1417, Blue Springs, MO 64013, 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 June 8, 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 20-351-201 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 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 \$839,868.76.

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 the 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)

TANDEM PAVING COMPANY INC.

By: _____

Title: _____

Attest: _____

APPENDIX A

SCOPE OF SERVICES AND SPECIAL PROVISIONS

2020 Street Preservation

ANTICIPATED SCOPE OF SERVICES:

- 59209 sq yds of 2" full depth milling
- 6846 tons of 2" Type 3 Recycled overlay
 - Tack oil is to be UltraTack, Trackless Tack NTSS-1HM manufactured by Blacklidge applied at the residual rate of .06 gal/sq yd, CAT-TAC trackless tack manufactured by Hunt Refining applied at the same rate, or other approved trackless tack oil. Paving will not begin until the tack has broken.
 - Milled surface is to be cleaned by a vacuum sweeper immediately prior to tacking.
- 1840 tons of full depth patching, Type 1 Recycled asphalt.
- Mill and overlay of the roundabout at Lucy Webb and Dean Ave.
- N. Washington and Sagamore are full-depth reconstruction.
- 1640 linear feet of deep crack repair on four streets.
- Re-striping of N. Madison and the roundabout.
- Construction of a faux, brick-pattern crosswalk from across Municipal Circle between City Hall and Centerview.
- See map for specific streets.

1. SPECIFICATIONS WHICH APPLY

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

2. PROJECT AWARD

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

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

3. PROJECT COMPLETION AND SCHEDULE

It is expected that Notice of Award shall be issued May 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. **Full Width Milling:** Full Width Milling shall be paid for at the unit bid price per square yard. The milling depth will be 2" on the residential

streets and the roundabout. Milling on the reconstruction streets will be to subgrade. The unit bid price shall include all materials, labor, equipment, traffic control, hauling and disposal of millings to complete the work. Contractor to retain the millings.

- C. **2" Type 3 Recycled Overlay:** 2" Type 3 Recycled Overlay shall be paid for at the unit bid price per ton. This applies to residential streets, the overlay and reconstruction streets. The unit bid price shall include all materials, labor, equipment required to place and compact a 2" thick surface mat. Tack oil is subsidiary to this line item and UltraTack, Trackless Tack NTSS-1HM manufactured by Blacklidge, CAT-TAC Trackless Tack manufactured by Hunt Refining or an approved trackless tack is specified for this project.
- D. **Full Depth Patching:** Full Depth Patching shall be paid for at the unit bid price per ton. The unit bid price shall include all materials, labor and equipment required to remove and dispose of existing asphalt to subgrade. Asphalt shall be Type 1 Recycled if the patch is to be overlaid or Type 2 Recycled if the patch is full depth to the surface.
- E. **Deep Crack Repair:** Full Depth Crack Repair shall be paid for at the unit bid price per linear foot. The unit bid price shall include all materials, equipment and labor required to remove the asphalt on either side of the crack with a skid-loader mounted mill, to the full depth of the mill cutting head, dispose of the millings and to place and compact Type 1 Recycled asphalt back to within two inches of the existing surface or to the level of the milled surface.
- F. **Striping:** Striping includes the Madison and Roundabout striping and shall be considered a lump sum for payment. The unit bid price shall include all materials, labor and equipment required to replace the existing traffic markings as per the plans. The striping and arrows shall be MoDoT approved High Build Acrylic Waterborne Pavement Marking Paint.
- G. **Manhole Adjustments: Manhole Adjustments** shall be paid for at the unit bid price per each. The unit bid price shall include all materials, equipment and labor to adjust the existing manholes to the surface of the new asphalt surface with a surrounding square of KCMMB 4K concrete.
- H. **Message Board:** Message Board shall be paid for at the unit bid price per day. The unit bid price shall include all materials, equipment and labor required to position an electronic message board on the Frontage Road displaying a message as directed by the City. Payment shall be

for full 24 hours days that the sign is in place up to the point that the City directs that the sign be removed.

- I. **Traffic Control:** Traffic Control line items shall be considered individually as lump sums for payment. The roundabout may be closed completely. The contractor shall supply a traffic control plan for the roundabout based on the City-supplied guidelines (see attached plan and description) and post the custom, specific signs as directed by the City. Traffic must be maintained on the other residential streets and Madison. Flaggers are required if traffic is reduced to one-lane. The unit bid cost for this item shall include all materials, labor and equipment required to provide a safe working environment including, but not limited to, all signage to control traffic through the work area as required by the MUTCD.

- J. **Brick-pattern Cross Walk:** Brick-pattern Cross Walk shall be paid for at the unit bid price per square foot. The unit bid price shall include all materials, equipment and labor to create a cross walk with a paver brick appearance. Constructed by Paveway Systems or an approved equal.

7. ADDITIONAL BIDDING INFORMATION

- 7.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 20-351-201

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 May, 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 an 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 20-351-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) C.K. Smith having authority to act on behalf of (Company name) Tandem Paving Company, Inc. do hereby acknowledge that (Company name) Tandem Paving Company, 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: Tandem Paving Company, Inc.

ADDRESS: 617 SE Industrial Drive
Street

ADDRESS: Blue Springs, MO 64014
City State Zip

PHONE: 816.229.6398

E-MAIL: cksmith@tandempaving.com

DATE: 4/14/2020
(Month-Day-Year)

 - VICE PRESIDENT
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 20-351-201

CONTRACTOR DISCLOSURES

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

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

**With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*
9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business? Yes ___ No X
10. Has the Firm been the subject to any bankruptcy proceeding? Yes ___ No X

Legal Matters

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

Yes No If yes, provide details in an attachment.

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

Yes No If yes, provide details in an attachment.

Required Representations

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

1. The Firm will possess all applicable professional and business licenses required for performing work in Raymore, Missouri.
2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Firm and all subcontractors that are employed or that may be employed in the execution of the Contract Work shall be in full compliance with the City of Raymore requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.
5. The Firm represents that it has no conflicts of interest with the City of Raymore if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.
6. The Firm represents the prices offered and other information submitted in connection with its proposal for the Contract Work was arrived at independently without consultation, communication, or agreement with any other offeror or competitor.

7. The Firm will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

PROPOSAL FORM C
RFP 20-351-201

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	See attached reference list
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

State the number of Years in Business: 47 years

State the current number of personnel on staff: 28



TANDEM PAVING CO.
PARKING LOTS — DRIVEWAYS — TENNIS COURTS — ROADWAYS

The following is a list of references for your use:

Bank Reference:

Name: Bank 21
Contact: Darrell Denish
Title: President
Mailing Address: 3301 S. 7 Hwy, Blue Springs, MO
Telephone Number: 816.220.0400

Customer Reference:

Name: City of Raymore, MO
Contact: Steve Rulo
Title: Parks Department
Mailing Address: 100 Municipal Circle, Raymore, MO 64083
Telephone Number: 816.331.0488

Name: Blue Springs School District
Contact: Dan Anderson
Title: Director of Buildings and Grounds
Mailing Address: 1801 NW Vesper, Blue Springs, MO
Telephone Number: 816.224.1300

Name: City of Parkville, mo
Contact: Alysen Abel/Alan Schank
Title: Director of public works/supervisor
Mailing Address: 8880 Clark Ave, Parkville, MO 64152
Telephone Number: 816.741.7676

Name: Lee's Summit School District
Contact: Kyle Gorrall
Title: Director of facilities
Mailing Address: 502 SE Transport Drive, Lee's Summit, MO 64081
Telephone Number: 816.986.2425

Name: City of Lake Winnebago
Contact: Steve Besermin
Title: Director of Public Works
Mailing Address: 10 N. Winnebago Drive, Greenwood, MO
Telephone Number: 816.507.6814

Name: City of Greenwood, MO
Contact: Kirt Grahl
Title: Director of Public Works
Mailing Address: 709 W. Main St., Greenwood, MO
Telephone Number: 816.537.6969

Name: City of Pleasant Valley, MO
Contact: Art Akin
Title: Engineer
Mailing Address: 6500 Royal, Pleasant Valley, MO
Telephone Number: 816.781.4200

617 SE INDUSTRIAL DRIVE
BLUE SPRINGS, MO 64014

OFFICE: 816.229.6398
FAX: 816.229.3929

PROPOSAL FORM D
RFP 20-351-201

Proposal of Tandem Paving Company, Inc., organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as a corporation (*)

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 20-351-201 – 2020 Street Preservation.

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

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

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

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

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

BID PROPOSAL FORM E – Project No. 20-351-201

2020 Street Preservation

Base Bid

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance	Lump Sum	1	26,500.00	26,500.00
Full Width, 2" Deep Milling	Sq Yds	62234	1.64	102,063.76
2" Type 3 Recycled Overlay	Tons	6114	57.00	348,498.00
Full Depth Patching, Recycled Type 1	Tons	1840	73.50	135,240.00
Reconstruction 2" Surface	Tons	399	57.00	22,743.00
Reconstruction 6" Base	Tons	1512	73.50	111,132.00
Deep Depth Crack Repair	Lin Ft	1640	10.00	16,400.00
Roundabout 2" Deep Milling	SY	3025	1.64	4,961.00
Roundabout 2" Type 3 Surface	Tons	333	57.00	18,981.00
Roundabout Striping	LS	1	4,100.00	4,100.00
Roundabout Traffic Control	LS	1	8,500.00	8,500.00
Manhole Adjustments	Each	7	1,000.00	1,000.00
Brick-pattern Cross Walk	Sq Ft	480	35.00	16,800.00
Madison Street Striping	LS	1	9,300.00	9,300.00
Madison Street Traffic Control	LS	1	3,300.00	3,300.00
Message Board	Days	5	150.00	750.00
Traffic Control	LS	1	3,600.00	3,600.00

Total Base Bid for Project Number: 20-351-201

\$833,868.76

\$ 833,868.76


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

(\$ Eight hundred thirty-three^{nine} thousand eight hundred sixty-eight and 76/100 dollars)

In blank above write out the sum of the bid.

**BID PROPOSAL FORM E - RFP 20-351-201
CONTINUED**

Company Name Tandem Paving Company, Inc.

By 

Authorized Person's Signature
C.K. Smith - Vice President

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 _____

617 SE Industrial Drive, Blue Springs, MO 64014

P.O. Box 1417, Blue Springs, MO 64013

Phone 816.229.6398

Fax 816.229.3929

Email cksmith@tandempaving.com

Date 4/14/2020

LATE BIDS CANNOT BE ACCEPTED!

CITY OF RAYMORE

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

RAYMORE
come home to

ADDENDUM NO. 1

2020 Street Preservation

Project #20-351-201

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 - Question.

1. Question: For the traffic Control on this project, the description for Traffic Control as a pay item (page 17 of 41) mentions that we are to post custom specific signs as directed by the city. Can you tell me where I can see what signs the note is referring to? Also, is this just for the closure of the roundabout? I assume the traffic control for Madison Street will be handled via flagging.


Response: The custom specific signs are to state " Roundabout Closed Ahead". They don't have to be the size of a regular "Road Work Ahead" sign, but they must be noticable/visible, professional-looking and mounted on tripods to where they can be laid down at night and weighted during the day so not to flip over in the wind. This is just for the roundabout. Madison can be handled as per MUTCD, flagging and appropriate signage. It's estimated that there will be seven (7) custom signs.

2. The attached spreadsheet is informational only. It does not replace or alter the bid tab.

3. Due to the Covid 19 circumstances, City Hall is closed to the public. When submitting your proposals please mail them in or drop packets off in the Foyer area of City Hall on April 15th from 8 - 9 a.m.. If anyone wants to drop off proposals prior to the above date and time, please feel free to email me at kquade@raymore.com with a date and time and I will gladly meet you at the front entrance to City Hall. We do not accept electronic packets.

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by e-mail at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after April 10, 2020 at 5 p.m.

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

Company Name: TANDEM PAVING Co., INC.
By:  C.K. SMITH
Title: VICE PRESIDENT

Address: 617 SE INDUSTRIAL DRIVE
City, State, Zip: BLUE SPRINGS, MO 64014

Date: 4/14/2020 Phone: 816.729.6398
Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID

20.10 Street Preservation				Surface		Cracks	
		Length	Width	Sq Yds	Tons	Base Tons	# of full width
SUasel	Maple	2240	24	5973	657	128	
W. Maple	Sunrise	390	24	890	97	19	
N. East Glen	Johnston	1270	24	4461	491	94	
Sagamore	N West Glen	850	24	2267	249	944	
N. Washington	Grant	510	24	1360	150	568	
N. Washington	Samarittha	150	24	400	44	8	
Pir e	Sunrise	830	24	2213	243	47	11
Pir e	Park	1540	24	4107	452	86	
N. Jefferson	Foxwood	1639	24	4371	481	92	
Revington Plaza	Johnston	1300	24	3467	381	73	9
North Madison	58 Highway	4320	varies	14765	1624	311	
	Paver ent Markings			0	0	0	
	Manhole Adjustments			0	0	0	
	Traffic Control			0	0	0	
Haystack	Old Mill	1700	24	4533	499	95	15
Brook Pkwy	Lucy V/ebb	2650	32	9422	1036	198	25
Me yberry Court	Yokley	264	24	990	109	21	
Roundabout							
Brick Crosswalk							
Patching Foxridge north of 58							
Patching east 58							
Total add. patching		Tons	Cost				
		670					
Total		59209	6513	3,352			

Includes 1074 sq. yds. of burlies
 Full Depth Reconstruction of base at \$50/ton
 Full Depth Reconstruction of base at \$60/ton

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 C.K. Smith, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: C.K. Smith - Vice President

Company: Tandem Paving Company, Inc.

Address: 617 SE Industrial Drive, Blue Springs, MO 64014

- 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 # 20-351-201.
- 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.

Tandem Paving Company, Inc.

Company Name



Signature

Name: C.K. Smith

Title: Vice President

STATE OF Missouri COUNTY OF Jackson

BRIDGET R BECKA
Notary Public Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: April 14, 2022
Commission Number: 14535729

Subscribed and sworn to before me this 14th day of April, 2020.

Notary Public: Bridget R Becka

My Commission Expires: 4/14/2022 Commission # 14535729

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: 200668

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 **Tandem Paving Co., Inc.** (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).



Company ID Number: 200668

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 Tandem Paving Co., Inc.

David Smith

Name (Please Print or Type)

Title

Electronically Signed

Signature

03/25/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Print or Type)

Title

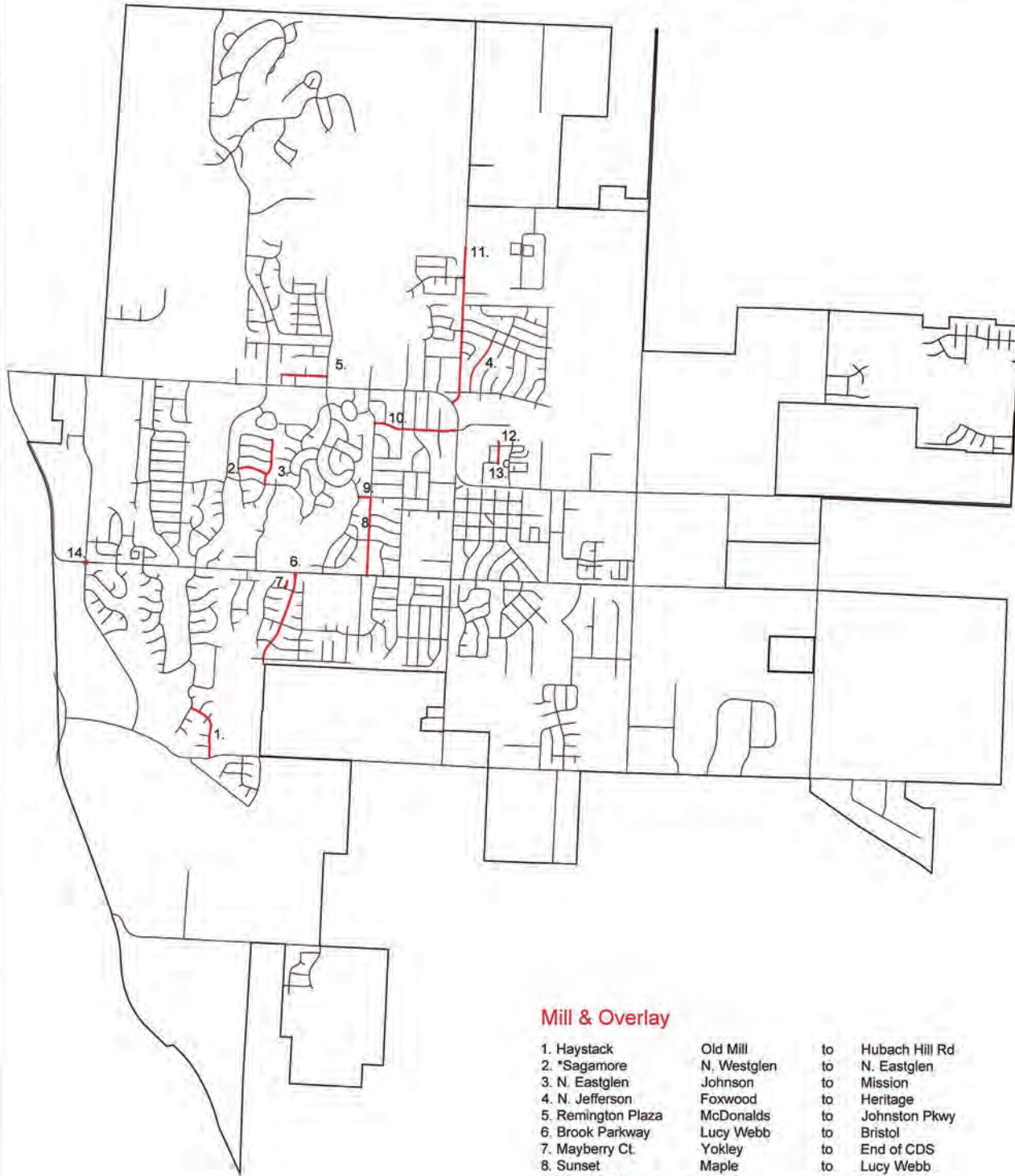
Electronically Signed

Signature

03/25/2009

Date

2020 Street Preservation Location Map



Mill & Overlay

1. Haystack	Old Mill	to	Hubach Hill Rd
2. *Sagamore	N. Westglen	to	N. Eastglen
3. N. Eastglen	Johnson	to	Mission
4. N. Jefferson	Foxwood	to	Heritage
5. Remington Plaza	McDonalds	to	Johnston Pkwy
6. Brook Parkway	Lucy Webb	to	Bristol
7. Mayberry Ct.	Yokley	to	End of CDS
8. Sunset	Maple	to	Lucy Webb
9. West Maple	Sunset	to	Lakeshore
10. Pine	Sunset	to	58 Highway
11. N. Madison	58 Highway	to	Madison Creek
12. *N. Washington	Grant	to	Samantha
13. N. Washington	Samantha	to	New Construction
14. Dean and Lucy Webb Round About			

*Full depth reconstruction



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: May 11, 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 3544 - Harold Estates Gravity Sewer

STRATEGIC PLAN GOAL/STRATEGY

2.2.3 Value and protect natural resources and green spaces.

FINANCIAL IMPACT

Award To:	Redford Construction Company
Amount of Request/Contract:	\$897,440
Amount Budgeted:	\$500,000
Funding Source/Account#:	Sewer Connection Fund (53)

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
August 2020	October 2020

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

This project will extend a gravity sanitary sewer from Foxridge Drive to the existing lift station in the Harold Estates subdivision

Bids were received on April 15, 2020:

Redford Construction Company	\$897,440.00
Leath & Sons	\$1,096,537.00
Kissick Construction Inc.	\$1,571,900.00
Pyramid Excavation & Construction	\$1,572,200.00
Earthworks Excavation and Associates	\$1,734,933.98

Redford Construction Company was determined to be the lowest and best bidder. Staff recommends awarding the project to Redford Construction Company.

BILL 3544

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH REDFORD CONSTRUCTION CO. FOR THE HAROLD ESTATES GRAVITY SEWER PROJECT, CITY PROJECT NUMBER 20-352-201, IN THE AMOUNT OF \$897,440 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, the Harold Estates Gravity Sewer Project was included in the FY2019 budget; and

WHEREAS, bids for this project were received on April 15, 2020; and

WHEREAS, Redford Construction Company has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is directed to enter into a contract in the amount of \$897,440 with Redford Construction Company for the Harold Estates Gravity Sewer 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 11TH DAY OF MAY, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 8TH DAY OF JUNE, 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

Harold Estates Gravity Sewer

This Contract for Harold Estates Gravity Sewer Project, hereafter referred to as the **Contract** is made this 8th day of June, 2020, between Redford Construction Company, an entity organized and existing under the laws of the State of Missouri, with its principal office located at PO Box 1065, Raymore, MO 64083, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

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

This contract is effective as of June 8, 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 20-352-201 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 work shall take a maximum of **120** calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$897,440.00.

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

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

The City agrees to pay the Contractor for the completed work as follows: 95% of contract shall be paid within thirty (30) days of substantial completion of each section of this proposal – inspection and remediation, walk-through and acceptance by the City; a 5% retainage will be held until acceptance of the project by the Raymore City Council, at which time final payment will be made. Any monies not paid to the Contractor when due will bear interest at the rate of one and one-half percent (1 -1/2 %) per month, from the date such payment is due. However, if any portion of the work remains to be completed or corrected at the time payment is due, the City may retain sufficient funds to cover the City Engineer's estimated value of the work not completed or twenty percent (20%) of the contract amount, whichever is greater, exempt from interest, to be paid when such listed items are corrected or completed.

The City will be the sole judge as to the sufficiency of the work performed.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

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

Third party payment agreements will not be accepted by the City.

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section XII shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

Contractor and/or their sureties will be liable to the City for any cost for labor, tools, materials, equipment, services, delays, or claims incurred by the City to finish the work.

Contractor will store, contain, or remove all debris, materials, tools, equipment and vehicles at the end of each day so that no hazardous or dangerous situations are created by the Contractor within the work location and surrounding area.

Contractor will promptly and within 7 days of receiving notice thereof repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired within 7 days of receiving notice thereof, the City will authorize the hiring of another Contractor or vendor with the necessary and applicable qualifications to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor or vendor hired to do such repairs within 10 days of completion of the repairs.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this

contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

If the Contractor shall fail to complete the work within the contract time, or an extension of time granted by the City, the Contractor will pay to the City the amount for liquidated damages as specified in the schedule below for each calendar day that the Contractor shall be in default after the time stipulated in this contract document. The amount specified in the schedule is agreed upon, not as a penalty, but as liquidated damages for the loss to the City of Raymore and the public of the use of the facility as designated. This amount will be deducted from any money due to the Contractor. The Contractor and Contractor's surety will be liable for all liquidated damages.

SCHEDULE OF LIQUIDATED DAMAGES		
Original Contract Amount		Charge Per Calendar Day (\$)
From More Than (\$)	To and Including (\$)	
0	50,000	150
50,001	100,000	250
100,001	500,000	500
500,001	1,000,000	1,000
1,000,001	2,000,000	1,500
2,000,001	5,000,000	2,000
5,000,001	10,000,000	2,500
10,000,001	And above	3,000

ARTICLE VII RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate the City Manager, or their designee (in writing) to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance (but not simply frustration of performance) by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified.

All equipment will be of such a type and in such condition so as not to cause any damage to City property or the community at large. All equipment used within the jurisdictional boundaries of the City will meet the minimum requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution). All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed, and shall be responsible for their employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the Contractor. Contractor shall not assign its responsibilities to any subcontractor without the prior written agreement of the City which may be granted at the sole discretion of the City.

Contractor agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any subcontractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure subcontractors and their employees comply with all applicable laws and regulations aforementioned.

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

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 26) if the project is over \$75,000. The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII CANCELLATION AND/OR TERMINATION OF AGREEMENT

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

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

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

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

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

ARTICLE IX ARBITRATION

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

ARTICLE X WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed for a period of two (2) years from the date of substantial completion as noted in the 2016 City of Raymore "Standard Contract Documents and Technical Specification & Design Criteria for Utility and Street Construction."

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

ARTICLE XI REQUIRED SAFETY TRAINING

- A. Awarded contractors and their subcontractors must provide a 10-hour OSHA construction safety program, or a similar program approved by the Department of Labor and Industrial Relations, for their on-site employees who have not previously completed such safety training and are directly engaged in public improvement construction;
- B. Awarded contractors and their subcontractors must require all on-site employees to complete this ten-hour program within 60 days of beginning construction work if they have not previously completed the program and have documentation of doing so. On site employees who cannot provide proper documentation of completion of required safety training when requested will be given 20 days to produce the documentation before being removed from the project and before their employers will be subject to penalties. Provide any completed certificates prior to project start.

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE
TO PROVIDE SAFETY TRAINING

- A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section XI above.
- B. The penalty described in Subsection "A" of this Section shall not begin to accrue until the time periods described in Sections XI "B" above have elapsed.
- C. Violations of Section XI above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

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

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

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

ARTICLE XIV
ENTIRE AGREEMENT

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

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

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

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Jean Woerner, City Clerk

(SEAL)

REDFORD CONSTRUCTION COMPANY

By: _____

Title: _____

Attest: _____

APPENDIX A

SCOPE OF SERVICES AND SPECIAL PROVISIONS

Harold Estates Gravity Sewer

ANTICIPATED SCOPE OF SERVICES:

- Installation of 3025 feet of 8", SDR-26 PVC sewer line and 8 manholes.
- Demolition/modification of the Harold Estates lift station wet well to function as a manhole on the new gravity line. This includes any bypass pumping required to maintain service to Harold Estates.

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

Awards 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

Contractor shall complete work within **120** calendar days of issuance of the Notice to Proceed.

It is expected that Notice of Award shall be issued in June 2020.

General Conditions, Section 17.02 of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction,

City of Raymore, Missouri" October 2013 shall be amended to include the following:

Contractor shall complete work within 120 calendar days of execution of the Notice to Proceed.

4. ENGINEER

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

5. GENERAL CONDITIONS

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

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

6. MEASUREMENT AND PAYMENT

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

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

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

- C. **Clearing and Grubbing:** Clearing and Grubbing shall be considered a lump sum item for payment. The lump sum cost for this item shall include all equipment, labor and materials required to remove and dispose of trees, brush, other vegetation, rock, and any other materials, natural or man-made that must be removed from the job site.
- D. **SWPPP and Land Disturbance Permit:** SWPPP and Land Disturbance Permit shall be considered a lump sum item for payment. The lump sum item shall cover all preparation, costs, paperwork and effort required to prepare a SWPPP and obtain a State Land Disturbance Permit. Any other permits required are subsidiary to this line item. There is no cost for any City-required permits.
- E. **Construction Entrance:** Construction Entrance shall be paid for at the unit bid price per each. The unit cost for this item shall include all labor, materials and equipment required to construct, maintain and remove an entrance as per detail.
- F. **Silt Fence:** Silt Fence shall be measured and paid for at the unit bid price per linear foot. The unit cost for this item shall include all material, necessary labor and equipment required to install, maintain or replace if damaged, and to remove at the end of the project.
- G. **Rip-Rap:** Rip-Rap shall be measured and paid for at the unit bid price per square yard. The unit cost for this item shall include all material, necessary labor and equipment required to place Rip-Rap. Suitable excavated rock from the sewer line can be used for Rip-Rap. Excavation and disposal material necessary for the proper installation to lines and grades shall be subsidiary to this item.
- H. **8" SDR 26 PVC Sewer Pipe:** 8" SDR 26 PVC Sewer Pipe shall be measured from the center of the manholes and paid for at the unit bid price per linear foot. The unit cost for this item shall include all labor, equipment and materials to excavate, install as per City specs, backfill, test, removal of all construction debris and grading. Construction fencing of open excavations shall be subsidiary to this line item.
- I. **Rock Excavation:** Rock Excavation shall be paid for at the unit bid price per cubic yard. The unit cost for this item shall include all labor, equipment and materials to break, excavate and dispose of overburden defined as rock. The definition of rock is any material that cannot be removed without the use of a hydraulic hoe ram or explosives. The contractor shall notify the City's representative when he encounters material that he believes qualifies as rock. Upon agreement between the contractor and the City, the contractor shall document the quantity of rock removed; station to station, depth and width of material removed.

- J. Demo/Modification of the Wet Well:** Demo/Modification of the Wet Well shall be considered a lump sum item for payment. The lump sum item shall cover costs associated with converting the existing wet well into a manhole connecting the existing gravity sewers to the new gravity line. This work includes labor, equipment and materials required to remove and dispose of all equipment and improvements not necessary for the use of the wet well as a gravity manhole. Sanitary service must be maintained for Harold Estates during construction. Bypass pumping is subsidiary to this line item.
- K. Concrete Fill in Wet Well:** Concrete Fill in Wet Well shall be paid for at the unit bid price per cubic yard of concrete. The unit cost for this item shall include all labor, equipment and materials required to fill the wet well with concrete to the flow out elevation of the new sewer, acting as the invert. Concrete shall be a KCMMB 4k mix.
- L. Connection to Avondale Manhole (MH-1):** Connection to Avondale Manhole shall be considered a lump sum for payment. The lump sum item shall cover all costs associated with connecting the new gravity sewer to MH-1. The connection shall be made with an A-lok. Vacuum testing of this manhole will not be required.
- M. Four Foot Diameter Manhole:** Four Foot Diameter Manhole shall be measured and paid for at the unit cost per each. The unit cost for this item shall include all equipment, labor and materials inclusive of the precast manhole base with pipe gaskets at the manhole wall, cone section as indicated, adjustment rings, casting and lid, required to install new manholes at the location and elevation indicated on the plans.
- N. Five Foot Diameter Manhole:** Five Foot Diameter Manhole shall be measured and paid for at the unit cost per each. The unit cost for this item shall include all equipment, labor and materials inclusive of the precast manhole base with pipe gaskets at the manhole wall, cone section as indicated, adjustment rings, casting and lid, required to install new manholes with an inside drop (Reliner, with stainless steel hardware) connection at the location and elevation indicated on the plans.
- O. Concrete Encasement:** Concrete Encasement shall be measured and paid for at the unit price per linear foot. The cost for this item shall include all material, necessary labor and equipment required to construct at the location indicated on the plans and as per detail.
- P. Restoration:** Restoration shall be considered a lump sum item for payment. The lump sum cost for this item shall include all labor, necessary equipment and materials to restore all areas disturbed by

construction activities to pre-construction contours and a vegetated condition (APWA Section 2400, Mix 2 seeding at three times the prescribed rate). Fences are considered subsidiary to this line item.

7. ADDITIONAL INFORMATION

7.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 20-352-201

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 June, 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.

PROPOSAL FORM A
RFP 20-352-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: REDFORD CONSTRUCTION CO.

ADDRESS: P.O BOX 1065
Street

ADDRESS: Raymore Mo 64083
City State Zip

PHONE: 816-540-2030

E-MAIL: Larry@redfordconstruction.com

DATE: 4-15-20
(Month-Day-Year) [Signature] Assist Sec.
Signature of Officer/Title

DATE: 4-15-20
(Month-Day-Year) [Signature] ASSISTANT SECRETARY
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 20-352-201

CONTRACTOR DISCLOSURES

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

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

Legal Matters

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

Yes No If yes, provide details in an attachment.

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

Yes No If yes, provide details in an attachment.

Required Representations

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

1. The Firm will possess all applicable professional and business licenses required for performing work in Raymore, Missouri. **YES**
2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project. **YES**
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. **YES**
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. **YES**
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. **NO Conflicts**
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. **YES**

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. *YES*

PROPOSAL FORM C
 RFP 20-352-201

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	City of Raymore, Missouri
ADDRESS	100 Municipal Circle - Raymore, Mo.
CONTACT PERSON	Phil Becker
CONTACT EMAIL	JBecker@raymore.com
TELEPHONE NUMBER	816.892.3020
PROJECT, AMOUNT AND DATE COMPLETED	Owen Good Force Main Repair April 15, 2020 95% Completed \$563,000.00

COMPANY NAME	City of Independence, Missouri
ADDRESS	17721 East 23 rd St. South-Indep. Mo.
CONTACT PERSON	Scott Howell, Engineer Supervisor
CONTACT EMAIL	Showell@indepmo.org
TELEPHONE NUMBER	816.325.7650
PROJECT, AMOUNT AND DATE COMPLETED	8" DI Water Main on U.S. 40 Highway April 15, 2020 99% Completed \$556,000.00

COMPANY NAME	City of Independence, Missouri
ADDRESS	17721 East 23 rd St. South Indep. Mo
CONTACT PERSON	Scott Howell
CONTACT EMAIL	Showell@indepmo.org
TELEPHONE NUMBER	816-325-7650
PROJECT, AMOUNT AND DATE COMPLETED	12" D.I. Water Main Hardy Avenue 2018 Completed \$ 674,000.00

COMPANY NAME	LCAAP/Bartlet + West Engineering
ADDRESS	1200 S.W. Executive Dr. - Topeka, KS.
CONTACT PERSON	Tim Browder
CONTACT EMAIL	Tim.Browder@bartwest.com
TELEPHONE NUMBER	785-228-3189
PROJECT, AMOUNT AND DATE COMPLETED	LCAAP Wells + Water Improvement 2018 Completed \$ 1,739,730.00

COMPANY NAME	Emery Sapp & Sons
ADDRESS	140 Walnut - Kansas City, MO.
CONTACT PERSON	Jonathan Myers
CONTACT EMAIL	Jonathan.Myers@emerysapp.com
TELEPHONE NUMBER	816-221-3500
PROJECT, AMOUNT AND DATE COMPLETED	Gateway Sewer Relocation Phase 2 2019 Completed \$ 279,300.00

State the number of Years in Business: 24

State the current number of personnel on staff: 80

PROPOSAL FORM D
RFP 20-352-201

Proposal of Redford Const Co, organized and
(Company Name)
existing under the laws of the State of MISSOURI, doing business
as CORP (*)

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 20-352-201 – Harold Estates Gravity Sewer.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 1+2, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

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

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

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

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

***REVISED* *REVISED* BID PROPOSAL FORM E – Project No. 20-352-201**

Harold Estates Gravity Sewer

Base Bid

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance	Lump Sum	1	42,000	42,000
Construction and Survey Controls	LS	1	10,000	10,000
Clearing and Grubbing	LS	1	10,000	10,000
SWPPP & Land Disturbance Permit	LS	1	10,000	10,000
Construction Entrance	Each	1	800	800
Silt Fence	Lin Ft	3000	1.60	4800
Fire Hydrant Remove/Replace	Each	1	2,500	2,500
Rip-rap	Sq Yds	400	38	15,200
8" SDR 26 PVC pipe	Lin Ft	3114	210	653,940
Rock excavation	cu yds	5400	1.00	5400
Demolition/Modification of Lift Station/Bypass Pumping	LS	1	11,500	11,500
Coring and Inside Drop in Avondale Manhole	LS	1	2,500	2,500
4' Dia Manholes	Each	8	6,000	48,000
5' Dia Drop Manholes	Each	3	9,000	27,000
Concrete Encasement	LF	50	200	10,000
Restoration	Acres	7	4,000	28,000
Drive Repair	LS	1	800	800
Pavement Repair	LS	1	15,000	15,000
TOTAL BASE BID				897,440

Total Base Bid for Project Number: 20-352-201

\$ 897,440.00

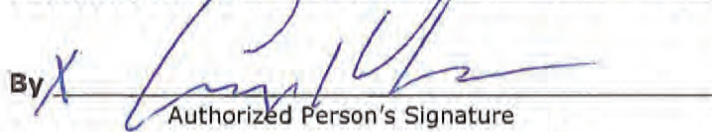
In blank above insert numbers for the sum of the bid.

(\$ Eight Hundred Ninety Seven Thousand Four hundred Forty Four)

In blank above write out the sum of the bid.

***REVISED* *REVISED* BID PROPOSAL FORM E - RFP 20-352-201
CONTINUED**

Company Name Redford Const Co.

By 
Authorized Person's Signature

LARRY HEDGOC'S ASST SEC
Print or type name and title of signer

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. 2

Company Address _____

P.O Box 1065

RAYMOLE MO 64083

Phone 816-540-2030

Fax 816-540-3071

Email larry@redfordconstruction.com

Date APRIL 15 2020

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

Harold Estates Gravity Sewer
Project #20-352-201

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 - Revised Plan Sheets, Bid Proposal Form and Appendix A

- 1. Revised Plan Sheets Pages 1-5. Attached.**
- 2. Revised Bid Proposal Form E. Attached**
- 3. Revised Appendix A; Section 6 Measurement and Payment. Attached**

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 April 10, 2020 at 5 p.m.

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

Company Name: Redford Construction Co

By: Larry Hedger

Title: Project Manager / Asst Sec

Address: P.O. Box 1065

City, State, Zip: Raymore Mo 64083

Date: 4-15-20 Phone: 816-540-2030

Signature of Bidder: X [Signature]

ADDENDUM MUST BE SUBMITTED WITH BID

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



ADDENDUM NO. 2
Harold Estates Gravity Sewer
Project #20-352-201

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 - Revised Bid Proposal Form and Appendix A, Clarification

1. Revised Bid Proposal Form E. Attached

- The bid tab has been modified. The "Rock Excavation" quantity units are now in cubic yards, not cubic feet, the "Silt Fence" quantity has been increased and "Restoration" has been changed to acres. As per the Measurements and Payment section, "Restoration" includes seeding. Any additions or modifications to this line item shall be addressed by change order.

2. Revised Appendix A; Section 6 Measurement and Payment. Attached

- The "SWPPP & Land Disturbance" line item covers all costs for preparing a SWPPP, obtaining a state land disturbance permit with the contractor being the responsible party and performing all the inspections and requirements of the SWPPP and the permit. The City may require additional erosion control measures during the project, but that doesn't absolve the contractor of being responsible for the permit or its requirements. Any additional erosion control measures will be addressed by change order.

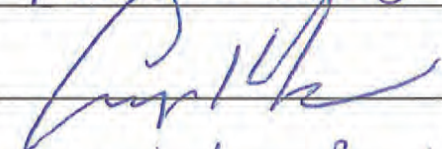
3. Blasting will be allowed

4. Due to the Covid 19 circumstances, City Hall is closed to the public. When submitting your proposals please mail them in or drop packets off in the Foyer area of City Hall on April 15th from 8 - 9 a.m.. If anyone wants to drop off proposals prior to the above date and time, please feel free to email me at kquade@raymore.com with a date and time and I will gladly meet you at the front entrance to City Hall. We do not accept electronic packets.

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 April 10, 2020 at 5 p.m.

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

Company Name: REDFORD CONSTRUCTION Co.

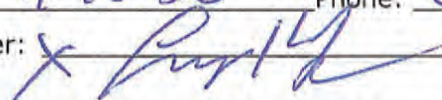
By: 

Title: LARRY Hudson's Project Manager / Assistant

Address: P.O. Box 1065

City, State, Zip: RAYMORE Mo 64083

Date: 4-15-20 Phone: 816-540-7030

Signature of Bidder: X 

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 LARRY HEDGENS who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Asst Sec. Redford Construction Co

Company: REDFORD CONSTRUCTION Co

Address: P.O. Box 1065 Raymore Mo 64083

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project # 20-352-201.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

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

Redford Construction Co.
Company Name

X [Signature]
Signature

Name: LARRY HEDGERS

Title: Project Manager / Assist. Sr.

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

STATE OF Missouri COUNTY OF Jackson

Subscribed and sworn to before me this 15th day of April, 2020.

Notary Public: Leila A. Abell

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

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

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



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 05/11/20

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 3543 - Budget Amendment Harold Estates Gravity Sewer Project

STRATEGIC PLAN GOAL/STRATEGY

FINANCIAL IMPACT

Award To:
Amount of Request/Contract: Budget Amendment total amount \$450,000
Amount Budgeted:
Funding Source/Account#: Sewer Connection Fund (53)

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:

JCJZME

BACKGROUND / JUSTIFICATION

Staff is recommending a budget amendment in the amount of \$450,000 for the Harold Estates Gravity Sewer project. Due to the unforeseen significant cost of rock excavation, bids for this project came in higher than originally budgeted in the FY2019 Capital Project

Budget	Budgeted FY2019	Amendment	Change
Sewer Connection Fund	\$500,000	\$450,000	\$950,000
Harold Estates Gravity Sewer			

BILL 3543

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2019 CAPITAL BUDGET TO PROVIDE FUNDING FOR THE HAROLD ESTATES GRAVITY SEWER PROJECT."

WHEREAS, a budget amendment to the Fiscal Year 2019 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 2019 Budget to fund the Harold Estates Gravity Sewer project as follows:

Budget	Budgeted FY2019	Amendment	Change
Sewer Connection Fund	\$500,000	\$450,000	\$950,000
<i>Harold Estates Gravity Sewer</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.

DULY READ THE FIRST TIME THIS 11TH DAY OF MAY, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 8TH DAY OF JUNE, 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
AGENDA ITEM INFORMATION FORM

DATE: May 11, 2020

SUBMITTED BY: Jonathan Zerr

DEPARTMENT: Legal

<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 3546-Authorizing Settlement and Release Agreement with Brian Clark & Assoc.

STRATEGIC PLAN GOAL/STRATEGY

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

Settlement and Release Agreement.

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Settlement and Release Agreement will allow for the resolution of disputes between the City of Raymore and Brian Clark & Associates (d/b/a Confluence) over certain contracted design and engineering services for improvements constructed at Hawk Ridge Park. These disputes included claims by Raymore of design flaws which resulted in encroachment onto a neighboring property and additional costs with final construction of certain contracted improvements.

Under the terms of the Settlement and Release Agreement, all involved parties will be released of any liability upon payment by Brian Clark & Associates (d/b/a Confluence) in the amount of \$27,500. The City will pay the final retainer of \$6,046 in compliance with the terms of the original contract amount.

Staff requests approval of Bill 3546 approving the Settlement and Release Agreement and authorizing its execution.

BILL 3546

ORDINANCE

"AN ORDINANCE APPROVING A SETTLEMENT AND RELEASE AGREEMENT BETWEEN BRIAN CLARK & ASSOCIATES, INC., (D/B/A CONFLUENCE) AND THE CITY OF RAYMORE, MISSOURI."

WHEREAS, certain disputes arose between the City of Raymore and Brian Clark & Associates, Inc., (d/b/a Confluence) over certain contracted design and engineering services for improvements constructed at Hawk Ridge Park, located in, owned and operated by the City of Raymore; and

WHEREAS, the parties participated in mediation on April 16, 2020, resulting in a tentative resolution requiring payment for damages from Brian Clark & Associates, Inc., (d/b/a Confluence) in exchange for full release of all claims by the City; and

WHEREAS, the Resolution between the parties has been memorialized in a written Settlement and Release Agreement for approval by the City Council.

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

Section 1. The City of Raymore, Missouri accepts the terms and provisions of the Settlement and Release Agreement as a binding and enforceable settlement between the City of Raymore and Brian Clark & Associates, Inc., (d/b/a Confluence).

Section 2. The City Clerk, City Attorney and City Manager, on behalf of the City of Raymore, are directed to execute the Settlement and Release Agreement and any other documents necessary to meet the terms of the Settlement Agreement. A copy of the Settlement and Release Agreement being attached as Exhibit "A" and incorporated as if fully set out.

Section 3. Effective Date. The effective date of approval for 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 11TH DAY OF MAY, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 8TH DAY OF JUNE, 2020 BY THE FOLLOWING VOTE:

Councilmember Abelgawad
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

SETTLEMENT AND RELEASE AGREEMENT
City of Raymore, Missouri
Brian Clark & Associates, Inc., (d/b/a Confluence)

This Settlement and Release Agreement (“Agreement”) is made and entered into by and between the City of Raymore, Missouri, a Missouri Home Rule Charter Municipality (“City”) and Brian Clark & Associates, Inc., (d/b/a Confluence) (“Confluence”). The City and Confluence may be collectively referred to herein as the “parties” or individually as a “party”.

I. RECITALS

1.01 The parties entered into a Contract for Professional Services (“Contract”) on December 12, 2016 whereby Confluence would provide design and engineering services for the improvement projects (“Improvement Engineering”) at Hawk Ridge Park, located in, owned and operated by, the City.

1.02 Certain disputes (“Engineering Disputes”) have arisen between and among the parties to this Agreement over final payments under the terms of the Contract and the implementation and outcome of the Improvement Engineering for Hawk Ridge Park including the following;

- (a) The length of a boardwalk bridge,
- (b) Soil remediation for the relocation of the boardwalk bridge abutments,
- (c) Identification of property lines resulting in the necessity to,
 - (i) Construct a retaining wall,
 - (ii) Install a French drain, and
 - (iii) Resolve a trespass claim by a neighboring owner,
- (d) Setting of a stone wall on a slope abutting the pond, and
- (e) The regulatory (ADA) requirements for a walking trail pipe crossing.

1.03 On April 16, 2020, the parties entered mediation to seek an early resolution to the Contract and Engineering Disputes using the services of Mr. Jack Bangert.

1.04 The mediation resulted in a resolution whereby the parties will be able to settle and dispose of, fully and completely, any claims, demands, and causes of action heretofore or hereafter held by one party against the other, arising out of, connected with or incidental to the Contract, the Improvement Engineering and the Engineering Disputes.

1.05 These recitals shall constitute an integral part of this Agreement and are incorporated into this Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals, the parties acknowledge and expressly agree as follows:

II. GENERAL RELEASES

2.01 Confluence, its successors, heirs, assigns, officers, agents, employees, predecessors, representatives, attorneys, insurers, and any and all persons or entities claiming by, through or under them, each irrevocably and unconditionally release, remit, forever discharge and covenant not to sue the City and its respective officers, agents, sub-contractors, and any and all persons or entities acting by, through or otherwise in concert with them with respect to any of the claims, actions, causes of action,

suits, debts, liens, contracts, agreements, obligations, promises, liabilities, accounts, rights, demands, damages, controversies, losses, judgments, costs and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, which Confluence has, owns, holds, claims to have, claims to own or claims to hold at any time heretofore against the City as it relates to the Contract, the Improvement Engineering or the Engineering Disputes except as it relates to payments, actions and indemnifications agreed to herein, and further providing that nothing contained herein shall constitute a release, discharge or covenant not to sue on any claim relating to or arising out of a breach or violation of this Agreement.

2.02 City and its respective officers, agents, employees, directors, affiliates, predecessors, successors, assigns, representatives, attorneys, insurers, contractors and sub-contractors, and any and all persons or entities acting by, through or otherwise in concert with them, each irrevocably and unconditionally release, remit, forever discharge and covenant not to sue Confluence, its successors, heirs, assigns, officers, agents, employees, predecessors, representatives, attorneys, insurers, and any and all persons or entities claiming by, through or under them with respect to any and all claims, actions, causes of action, suits, debts, liens, contracts, agreements, obligations, promises, liabilities, accounts, rights, demands, damages, controversies, losses, judgments, costs and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, which the City has, owns, holds, claims to have, claims to own or claims to hold at any time heretofore against Confluence as it relates to the Contract, the Improvement Engineering or the Engineering Disputes, except as it relates payments, actions and indemnifications agreed to herein, and further providing that nothing contained herein shall constitute a release, discharge or covenant not to sue on any claim relating to or arising out of a breach or violation of this Agreement.

III. CONDITIONS TO RELEASE

3.01 In exchange for the foregoing releases identified in Article II above, the parties agree that the following conditions, actions, payments, steps and obligations shall be undertaken and completed:

A. City Obligations

- i. Within thirty (30) days of the date of the execution of this Agreement, City shall pay to Confluence the sum of Six Thousand Forty-Six and 00/100 Dollars (\$6,046.00) representing the total sum remaining under the terms of the Contract which has been held by the City as retainage.
- ii. Pay one-half (1/2) of the mediation fees charged by Mr. Jack Bangert.
- iii. Comply with all terms of this Agreement, including but not limited to the non-disparagement clause identified in Section 4.
- iv. Bear its own costs for any court costs, charges or attorneys' fees incurred by it in seeking enforcement of the Contract or prosecution of the Engineering Disputes.

B. Confluence Obligations

- i. Confluence shall indemnify, defend and hold harmless the City for, from and against any and all costs, expenses, charges, claims, legal fees incurred in the defense

of any claim for non-payment of invoices of subconsultants of Confluence on the project under the Contract and the Improvement Engineering. Confluence represents and warrants that all labor and materials from the Contract and the Improvement Engineering have been paid by it.

- ii. Pay one-half (1/2) of the mediation fees charged by Mr. Jack Bangert.
- iii. Comply with all terms of this Agreement, including but not limited to the non-disparagement clause identified in Section 4.
- iv. Bear its own costs for any court costs, charges or attorneys' fees incurred by it in seeking enforcement of the Contract or defense of the Engineering Disputes.
- v. Within (30) days of the date of the execution of this Agreement, Confluence, or its insurer shall pay to City the sum of Twenty-Seven Thousand Five Hundred and 00/100 Dollars (\$27,500.00) settlement funds on the Engineering Disputes.

IV. NON-DISPARAGEMENT / NON-DISQUALIFICATION

4.01 The parties agree that they shall use reasonable and good faith efforts to ensure that neither party engages in any vilification of the other, and shall refrain from making any false, negative, critical or disparaging statements, implied or expressed, concerning the other, including, but not limited to, management style, methods of doing business, the quality of products and services, role in the community, or treatment of employees. The parties further agree to do nothing that would damage the other's business reputation or good will; provided, however, that nothing in this Agreement shall prohibit either party's disclosure of information which is required to be disclosed in compliance with applicable laws or regulations or by order of a court or other regulatory body of competent jurisdiction. The parties further agreed that Confluence shall not be disqualified from submitting any future responses to Requests for Proposals and Requests for Qualifications issued by the City.

V. NOTICE OF BREACH AND CURE

5.01 Should any party breach this Agreement, the party claiming this Agreement has been breached shall provide written notice of the breach and requirements for cure of any breach, and the breach party shall have thirty (30) days from receipt of such notice to cure.

VI. GENERAL PROVISIONS

6.01 Unknown / Unanticipated Claims. The parties agree and acknowledge that by reason of the mutual releases contained herein, they expressly assume the risk of unknown and unanticipated claims against one another concerning the matters to be released and agree that such mutual releases apply to any and all unknown and unanticipated claims within the scope of such releases, unless specifically reserved in this Agreement.

6.02 No Admission. The Agreement pertains to disputed claims and is the result of a compromise. As such, and notwithstanding any prior court rulings, findings or arguments, it does not constitute and shall not be deemed an admission of liability by any party to this Agreement.

6.03 Advice of Counsel. In executing this Agreement, the parties have had the independent advice and counsel of their respective attorneys, and each has executed this Agreement without fraud, duress or undue influence. No inference will be made against a party for drafting of this Agreement.

6.04 Choice of Law/Jurisdiction/Venue. This Agreement is made and entered into in Missouri, and shall be interpreted, enforced and governed by the laws of the State of Missouri. Any action to enforce this Agreement shall be filed in the Circuit Court of Cass County, Missouri.

6.05 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon all successors and assigns of the parties.

6.06 Severability. Should any provision of this Agreement be declared or determined to be illegal or invalid, the remaining parts, terms or provisions shall not be affected thereby and such illegal or invalid part, term or provision shall not be deemed to be a part of this Agreement.

6.07 Entire Agreement. This Agreement, together with any attached exhibits, sets forth the entire understanding between the parties. There are no terms, conditions, representations, warranties or covenants other than those contained herein and, in any exhibits attached.

6.08 Amendment. No terms or provisions of this Agreement or its exhibits may be amended, waived, released, discharged, or modified in any respect except in a subsequent written agreement signed by all parties to the same.

6.09 Counterparts. This Agreement may be executed in counterparts with the same force and effect as if executed in one complete document. Facsimile, computer formatted, copied or electronically preserved copies of the original of this Agreement shall be enforceable and any party who receives a copy of this Agreement showing that it has been executed may rely upon the same with full force and effect as if it were an original.

6.10 Specific Performance. Each party acknowledges that the other party would be irreparably harmed if any breach of this Agreement occurs, that money damages would not be sufficient remedy for such breach and that specific performance is recognized as the appropriate remedy for any such breach. The remedy of specific performance shall not be deemed to be the exclusive remedy for breach of this Agreement but shall be in addition to all other remedies available to any party at law or equity.

6.11 Exclusivity. This Agreement does not grant any rights to any person or entity not expressly made a party hereto.

6.12 Authority of Parties. The parties represent and warrant to one another that they are the owners and holders of all claims asserted and that there has been no assignment, encumbrance, hypothecation or other complete or partial transfer of all or part of any interest in any claim, right, act, damages, demand, debt, liability, note, accounting, reckoning, obligations, costs, right of action, claim for relief, cause of action or judgment released herein, and further warrant and represent to each other that they are legally authorized and entitled to settle and release every claim, right, act, debt, damages, demand, liability, note accounting, reckoning, obligations, costs, right of action, claim for relief, cause of action or judgment herein referred to and released and to give a valid, full and final acquittance therefor.

6.13 Attorney Fees & Costs. The parties agree that in any action to enforce any of the rights or obligations set forth in this Agreement or any exhibit attached hereto, that the prevailing party will be entitled to reasonable attorney fees and costs incurred therein.

VII. APPROVAL BY CITY

7.01 City warrants to Confluence that they have followed all applicable statutory procedures required under Missouri law (including but not limited to the Open Records or "Sunshine" law contained in Chapter 610 RSMo), and its own ordinances, bylaws and enabling acts in connection with their respective authorization and approval of this Agreement. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the party for which he/she signs.

VIII. NOTICES

8.01 Effective Notice. All notices required under this Agreement shall be in writing and shall be effective as set forth in this section.

8.02 Method of Delivery. All notices, requests, demands and other communications hereunder ("Notice") shall be deemed to have been duly given if the same shall be in writing and 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 below. Notices 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 Notices 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 party.

8.03 City Notice. Notice to City shall be addressed to:

City of Raymore, Missouri
Attn: City Manager
100 Municipal Circle
Raymore, MO 64083

With a copy to:

Jonathan S. Zerr, City Attorney
KAPKE & WILLERTH, LLC
3304 NE Ralph Powell Road
Lee's Summit, MO 64064

8.04 Confluence Notice. Notice to Confluence shall be addressed to:

Brian Clark & Assoc., Inc. (d/b/a Confluence)
Attn: Terry Berkbuegler
417 Delaware Street
Kansas City, MO 64105

With a copy to:

Gary E. Snodgrass, Esq.
PITZER SNODGRASS, PC
100 S. 4th Street, Suite 400
St. Louis, MO 63102

8.05 Change of Notice. Any party shall have the right to change its respective address for receipt of Notice by written Notice to the other party.

IX. EXECUTION

This Agreement shall become effective only after it has been; (a) authorized by the governing body of the City through ordinance, resolution or other action taken by its governing body and staff, (b) executed by the City Manager, City Attorney and City Clerk on behalf of the City, and (c) executed by Confluence and their counsel.

BRIAN CLARK & ASSOC., INC., (D/B/A CONFLUENCE)

Dated: _____

By: _____

Printed Name: _____

Title: _____

Approved by Counsel:

Gary E. Snodgrass, Esq.
PITZER SNODGRASS, PC

[Remainder of page intentionally left blank.]

CITY OF RAYMORE, MISSOURI

Dated: _____

By: _____

James Feuerborn
City Manager

Approved as to form:

By: _____

Jonathan S. Zerr
City Attorney

ATTEST:

By: _____

Jean Woerner
City Clerk



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: May 11, 2020

SUBMITTED BY: Mike Ekey

DEPARTMENT: Buildings & Grounds

<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 3547 - City Hall Tower Improvements

STRATEGIC PLAN GOAL/STRATEGY

FINANCIAL IMPACT

Award To:	Tasco LLC.
Amount of Request/Contract:	\$37,800.00
Amount Budgeted:	N/A
Funding Source/Account#:	BERP (05)

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

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

In January, staff determined that sections of the City Hall tower had deteriorated to a point that required immediate repair and restoration. At a work session, staff presented several options for repairing the tower. Council directed staff to remove the top portion of the tower and make improvements as necessary.

Staff advertised the project and received one bid:

Bidder:	Amount:
Tasco LLC.	\$37,800

Staff verified that the bidder met all required conditions and checked references by other public agencies. The City has successfully contracted with Tasco previously on various other projects.

Staff recommends award of the contract to Tasco LLC. in the amount of \$37,800.

BILL 3547

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TASCO, LLC FOR THE CITY HALL TOWER IMPROVEMENT PROJECT, CITY PROJECT NUMBER 20-355-202, IN THE AMOUNT OF \$37,800 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, staff determined that the City Hall tower was in need of immediate repairs; and

WHEREAS, the project was publicly advertised and the City received only a single bid for this work; and

WHEREAS, according to the City of Raymore purchasing policy in the City Code, Section 135.020 (F) Single Bids and Proposals, City staff may enter into negotiations with a single bidder to determine final project scope and amount; and

WHEREAS, Tasco LLC. meets all the conditions for the award of contract.

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 \$37,800 with Tasco, LLC for the City Hall Tower Improvement 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 11TH DAY OF MAY, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 8TH DAY OF JUNE, 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

City Hall Tower Improvements

This Contract for the City Hall Tower Improvements, hereafter referred to as the **Contract** is made this 8th day of June, 2020, between Tasco LLC., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 39060 E 179th Street, Kinsville, MO 64061, 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 June 8, 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 20-355-202 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 work shall take a maximum of **45** 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 \$37,800.

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 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 the 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)

TASCO LLC.

By: _____

Title: _____

Attest: _____

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

City Hall Tower Improvements

ANTICIPATED SCOPE OF SERVICES:

The 2020 City Hall Tower Improvements Project primarily consists of partial demolition of a brick tower and masonry work.

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 lowest base bid and selected alternates. 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

Contractor shall complete work within **45** calendar days of issuance 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

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

6. SPECIAL CONDITIONS

- *Tower Improvements:* This project consists of the partial demolition and repair of the existing tower at Raymore City Hall and shall be paid as a lump sum (LS). The scope of the work is described below. The construction listed below shall include all equipment, labor, materials, haul off, compaction, disposal and connections to complete the item. See attached drawing.
 - Partially remove the tower to the lowest cast stone band at a CMU and brick course line. This height will be approximately 19'-11" above the finish floor of the tower. Salvage brick to repair cracked and damaged brick on the remaining portion of the tower as required. Bricks to be replaced should match the color and pattern of existing bricks. Cap the top of the remaining tower with a cast stone. Ensure the cap is weather tight. Install mesh weeps in the top course of bricks at 2'-0" O.C.
 - Remove existing electrical wiring in the tower and cap as required.
 - Remove the existing access door, framing, and threshold. Prepare the opening to be infilled with salvaged brick to match adjacent brick. Provide flashing and weeps to match existing construction.
 - Repoint damaged mortar joints and replace damaged/cracked bricks as required in the remaining tower section. Mortar color to match existing. Once repair is completed on the tower, all brick and block are to be cleaned to remove any efflorescence and dirt. Clean adjacent building and improvements of dust, dirt, and debris caused by the work.

- Restore areas damaged during construction to pre construction condition, grass areas damaged shall be sodded.
- The upper entrance to City Hall may be closed during tower demolition. Any detour signage, road closure signage or pedestrian signage shall be subsidiary to this bid item. Protection from any falling debris shall be installed as necessary to ensure the safe passage of people around the work area and inside the occupied portions of the building.
- *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.
- *Working Hours:* No work shall start before 7:00 A.M. including maintenance of equipment, work shall be completed by 7:00 P.M. The City Engineer shall approve all work to be performed on Saturday and on any holidays, no work on Sunday. All requests for doing such work shall be given 48 hours in advance.
- *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. Sidewalk warning signage required during construction.
- *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.

7. ADDITIONAL REQUIREMENTS

- *Tax Exempt:* This is a Tax Exempt Project
- *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 INFORMATION

10.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 20-355-2020

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 June, 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 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.

PROPOSAL FORM A
RFP 20-355-202

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Andy, Sr having authority to act on behalf of (Company name) TASCO LLC do hereby acknowledge that (Company name) TASCO 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: TASCO LLC

ADDRESS: 39060 E 179th St
Street

ADDRESS: Kingsville MJ 64061
City State Zip

PHONE: 816-269-9507

E-MAIL: tascollic2016@yahoo.com

DATE: 5-6-2020
(Month-Day-Year) Andy Sr / VP
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 20-355-202

CONTRACTOR DISCLOSURES

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

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

**With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*
9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business? Yes ___ No X
10. Has the Firm been the subject to any bankruptcy proceeding? Yes ___ No X

Legal Matters

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

Yes No If yes, provide details in an attachment.

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

Yes No If yes, provide details in an attachment.

Required Representations

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

1. The Firm will possess all applicable professional and business licenses required for performing work in Raymore, Missouri.
2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Firm and all subcontractors that are employed or that may be employed in the execution of the Contract Work shall be in full compliance with the City of Raymore requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.
5. The Firm represents that it has no conflicts of interest with the City of Raymore if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.
6. The Firm represents the prices offered and other information submitted in connection with its proposal for the Contract Work was arrived at independently without consultation, communication, or agreement with any other offeror or competitor.

7. The Firm will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

PROPOSAL FORM C
 RFP 20-355-202

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 Raymore mo	
ADDRESS	100 Municipal C. Raymore mo 64083	
CONTACT PERSON	Ph.1 Becher	
CONTACT EMAIL	jbecher@raymore.com	
TELEPHONE NUMBER	816-868-6785	
PROJECT, AMOUNT AND DATE COMPLETED	155th St Culvert \$340,000.00	07-2018

COMPANY NAME	MODOT	
ADDRESS	1017 Missouri Blvd. Jefferson City mo	
CONTACT PERSON	Chad Baldwin	
CONTACT EMAIL	chad.baldwin@modot.mo.gov	
TELEPHONE NUMBER	816-365-7066	
PROJECT, AMOUNT AND DATE COMPLETED	Slide Repair \$300,000.00 \$334,835.76	11-2018

COMPANY NAME	City of Lees Summit mo
ADDRESS	220 Se Green St. Lees Summit mo
CONTACT PERSON	Rodney Hudson
CONTACT EMAIL	rodney.hudson@cityofls.net
TELEPHONE NUMBER	816-969-1800
PROJECT, AMOUNT AND DATE COMPLETED	Stream Bank Stab 8/2019 \$346,000.00

COMPANY NAME	City of Raymore mo
ADDRESS	100 Municipal Circle Raymore mo 64083
CONTACT PERSON	Steve Rulo
CONTACT EMAIL	srulo@raymore.com
TELEPHONE NUMBER	816-810-6744
PROJECT, AMOUNT AND DATE COMPLETED	Parks House Demo 07-2019 \$19,800.00

COMPANY NAME	Jackson County mo
ADDRESS	303 Walnut St. Independence mo
CONTACT PERSON	Ben Allen
CONTACT EMAIL	ballen@jacksongov.org
TELEPHONE NUMBER	816-769-4910
PROJECT, AMOUNT AND DATE COMPLETED	E Air Curb Replacement 04/2020 \$258,355.00

State the number of Years in Business: 4

State the current number of personnel on staff: 4

PROPOSAL FORM D
RFP 20-355-202

Proposal of TASO LLC, 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. 20-355-202 - City Hall Tower Improvements.

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

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

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

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

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

BID PROPOSAL FORM E – Project No. 20-355-202

City Hall Tower Improvements

Base Bid

Bid Items	Units	Estimated Quantities	\$/Units	Total
Tower Improvements	LS	1		\$ 36,000. ⁰⁰
Mobilization, bonds and insurance (not to exceed 5%)				\$ 1,800. ⁰⁰
TOTAL BASE BID				\$ 37,800. ⁰⁰

Total Base Bid for Project Number: 20-355-202

\$ 37,800.⁰⁰

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

(\$ thirty seven thousand eight hundred dollars &⁰⁰)

In blank above write out the sum of the bid.

**BID PROPOSAL FORM E – RFP 20-355-202
CONTINUED**

Company Name Tasco LLC

By [Signature]
Authorized Person's Signature

Randy Sand - VP
Print or type name and title of signer

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. _____

Addendum No. _____

Company Address 39060 E 179th St
Kingsville MO 64061

Addendum No. _____

Addendum No. _____

Addendum No. _____

Phone 816-269-9507

Addendum No. _____

Fax _____

Email tasco42016@yahoo.com

Date 5-6-2020

LATE BIDS CANNOT BE ACCEPTED!



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: May 11, 2020

SUBMITTED BY: Mike Ekey

DEPARTMENT: Buildings & Grounds

<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 3549 - Budget Amendment City Hall Tower Improvement

STRATEGIC PLAN GOAL/STRATEGY

FINANCIAL IMPACT

Award To:
Amount of Request/Contract: Budget Amendment total amount \$40,000
Amount Budgeted:
Funding Source/Account#: Building and Equipment Replacement Program (05)

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 \$40,000 for the City Hall Tower Improvement project.

Budget	Budgeted FY2020	Amendment	Change
BERP	\$0	\$40,000	\$40,000
City Hall Tower Improvement			

BILL 3549

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2020 CAPITAL BUDGET TO PROVIDE FUNDING FOR THE CITY HALL TOWER IMPROVEMENT PROJECT."

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 City Hall Tower Improvement project as follows:

Budget	Budgeted FY2020	Amendment	Change
BERP Fund	\$0	\$40,000	\$40,000
<i>City Hall Tower Improvement</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.

DULY READ THE FIRST TIME THIS 11TH DAY OF MAY, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 8TH DAY OF JUNE, 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
AGENDA ITEM INFORMATION FORM

DATE: May 11, 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 checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3548: Contract Amendment - Enterprise Fleet Management

STRATEGIC PLAN GOAL/STRATEGY

FINANCIAL IMPACT

Award To: Enterprise
Amount of Request/Contract:
Amount Budgeted:
Funding Source/Account#: Vehicle & Equipment Replacement Plan fund

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
FY 2021	

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

State Approved Cooperative Buying Contract
Enterprise Agreements

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

In August 2019, City staff began an exhaustive review of the Vehicle & Equipment Replacement Plan. As part of this plan, staff explored the possibility of shifting from a purchased/owned fleet to a leased/managed fleet through Enterprise Fleet Management.

Enterprise is an approved vendor through the State's cooperative purchasing contact and would provide acquisition, maintenance, management and re-sale services to the City through the agreement.

BILL 3548

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT, FOR ACQUISITION, MAINTENANCE AND LEASING SERVICES OF THE CITY FLEET."

WHEREAS, the City currently purchases vehicles off of a cooperative agreement with the State of Missouri; and

WHEREAS, this cooperative agreement includes fleet management and maintenance services through Enterprise Fleet Management; and

WHEREAS, by using Enterprise to lease vehicles, the City will see significant budget savings in the Vehicle & Equipment Replacement Plan fund.

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 an agreement with Enterprise Fleet Management through the State of Missouri's cooperative purchasing contract, attached as Exhibit A. Additionally, the City Manager is authorized to enter into an agreement with Enterprise to purchase vehicles on the City's behalf, attached as Exhibit B.

Section 2. The City Manager is authorized to approve changes 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 11TH DAY OF MAY, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 8TH DAY OF JUNE, 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

NASPO ValuePoint, MMCAP Infuse, and Sourcwell Contracts Used by State of Missouri

Revised: December 2019

The State of Missouri, Division of Purchasing has signed Participating Addenda to utilize specific contracts established by NASPO ValuePoint (formerly WSCA-NASPO), MMCAP Infuse, and Sourcwell (formerly NJPA) as listed below.

- “Political Subdivisions Only” indicates the contract is only open for use by political subdivisions of the State of Missouri. State agencies governed by Chapter 34 RSMo are prohibited from using “political subdivisions only” agreements unless specifically authorized by the Director of the Division of Purchasing.
- “State Agencies and Political Subdivisions” indicates the contract is available for use both by state agencies governed by Chapter 34 RSMo and by political subdivisions of the State of Missouri.
- The NASPO ValuePoint Contract Website links, MMCAP Infuse Contract Website links, and the Sourcwell Contract Website links contain the signed participating addenda, the lead state’s website, and pricing/ordering information.
- For “State Agencies and Political Subdivisions” contracts, the “State of Missouri Contract Website” link directs you to the State of Missouri’s statewide contract search that allows you to search by contract description and contract number for the information needed to utilize contracts established by the state.

PARTICIPATING ADDENDA	
Automatic External Defibrillators (AED) & Accessories	
Eligible Users	State Agencies and Political Subdivisions
NASPO ValuePoint Contract Website	https://www.naspovaluepoint.org/portfolios/details/automatic-external-defibrillator/
State of MO Contract Website	http://archive.oa.mo.gov/purch/contracts/
<u>Contractor/Manufacturer</u>	<u>Contract Numbers</u>
Zoll Medical Corporation	CC181185001
Cardiac Science	CC181185002
Marely AEDs & First Aid	CC181185005
Automotive Parts and Supplies	
Eligible Users	State Agencies and Political Subdivisions
NASPO ValuePoint Contract Website	https://www.naspovaluepoint.org/portfolios/details/auto-parts-immediate-need-aftermarket/
State of MO Contract Website	https://archive.oa.mo.gov/purch/cgi/display.cgi?contnum=CC182174002
<u>Contractor/Manufacturer</u>	<u>Contract Numbers</u>
O’Reilly Automotive Stores Inc.	CC190255001
Genuine Parts Company	CC190255002

Child Safety Seats	
Eligible Users	State Agencies and Political Subdivisions
NASPO ValuePoint Contract Website	http://www.state.nj.us/treasury/purchase/noa/contracts/m2002_14-x-23312.shtml
State of MO Contract Website	http://archive.oa.mo.gov/purch/contracts/
<u>Contractor/Manufacturer</u>	<u>Contract Numbers</u>
Evenflo	CC192504001
Vehicle Maintenance Program	CC192504002
Computer Equipment, Peripherals, and Related Services	
Eligible Users	Political Subdivisions Only
NASPO ValuePoint Contract Website	http://naspovaluepoint.org/#/contract-details/52/overview/general
State of MO Contract Website	N/A
<u>Contractor/Manufacturer</u>	<u>Contract Numbers</u>
Ace Computer	B27157
CTL Corporation	B27159
Dell	B27160
EMC Corporation	B27161
Fujitsu Computer System	B27162
HP	B27164
Howard Computers	B27165
IBM	CT170046001
Kyocera Mita America	B27167
Lenovo	B27168
Lexmark International Inc.	B27169
NetApp Inc.	B27170
Oracle (previously Sun Microsystems)	B27175
Panasonic Computer	B27172
Quantum Corporation	B27173
Ricoh Americas Corporation	B27174
Toshiba America	B27176
Transource Computer	B27177
Xerox Corporation	B27178
XIOtech Corporation	B27179
Huber & Associates	CT170046002 (for IBM products only)

Construction Equipment	
Eligible Users	State Agencies and Political Subdivisions
NASPO ValuePoint Contract Website	https://www.naspovaluepoint.org/portfolio/construction-equipment-2018-2023/
State of MO Contract Website	http://archive.ia.mo.gov/purch/contracts/
<u>Contractor/Manufacturer</u>	<u>Contract Numbers</u>
CNH Industrial	CC190249001
Clark Equipment Company	CC190249002
John Deere	CC190249003
New Holland	CC190249004
Data Communications Products & Services	
Eligible Users	Political Subdivisions Only
NASPO ValuePoint Contract Website	http://naspovaluepoint.org/#/contract-details/4/overview/general
State of MO Contract Website	N/A
<u>Contractor/Manufacturer</u>	<u>Contract Numbers</u>
ADTRAN	AR607
Aruba Networks	AR608
Brocade	AR214
Cisco	AR233
CradlePoint, Inc.	AR3189
Dell	AR602
DLINK	AR613
EMC	AR620
Fujitsu	AR615
HP	AR1464
Hewlett Packard Enterprise Company	AR3228
ShoreTel	AR627
Electrical Energy Power Generation with Related Parts, Supplies and Service	
Eligible Users	State Agencies and Political Subdivisions
Sourcewell Contract Website	https://www.sourcewell-mn.gov/cooperative-purchasing/120617-cmm
State of MO Contract Website	http://archive.ia.mo.gov/purch/contracts/
<u>Contractor</u>	<u>Contract Number</u>
Cummins Sales and Service	CC182106002

Fire Apparatus (Trucks)	
Eligible Users	State Agencies and Political Subdivisions
NASPO ValuePoint Contract Website	https://www.naspovaluepoint.org/portfolios/details/fire-apparatus-trucks/
State of MO Contract Website	N/A
<u>Contractor/Manufacturer</u>	<u>Contract Numbers</u>
E-One	CC181970001
Ferrara	CC181970002
KME	CC181970003
Pierce	CC181970004
Rosenbauer	CC181970005
Fleet Management Services	
Eligible Users	State Agencies and Political Subdivisions
Sourcewell Contract Website	https://www.sourcewell-mn.gov/cooperative-purchasing/060618-efm
State of MO Contract Website	http://archive.ia.mo.gov/purch/contracts/
<u>Contractor</u>	<u>Contract Number</u>
Enterprise Fleet Management Inc.	CC192595001
Flu Vaccines	
Eligible Users	State Agencies and Political Subdivisions
MMCAP Infuse Contract Website	http://www.mmd.admin.state.mn.us/mmcap/
State of MO Contract Website	http://archive.ia.mo.gov/purch/contracts/
<u>Contractor/Manufacturer</u>	<u>Contract Numbers</u>
Sanofi Pasteur	CC181655001
GlaxoSmithKline	CC181655002
Fuel Card and/or Related Fuel/Transaction or Settlement Services (NJPA)	
Eligible Users	State Agencies and Political Subdivisions
Sourcewell Contract Website	https://www.sourcewell-mn.gov/cooperative-purchasing/042016-wex
State of MO Contract Website	http://archive.ia.mo.gov/purch/contracts/
<u>Contractor</u>	<u>Contract Number</u>
WEX Bank	CC160898001

Ground Maintenance Equipment	
Eligible Users	State Agencies and Political Subdivisions
NASPO ValuePoint Contract Website	http://www.naspovaluepoint.org/#/contract-details/13/contractors
State of MO Contract Website	http://archive.oa.mo.gov/purch/contracts/
<u>Contractor/Manufacturer</u>	<u>Contract Numbers</u>
CNH America LLC/New Holland Agriculture	C114030001
John Deere Company	C114030002
The Toro Company	C114030004
Professional Turf Products (Toro)	C114030005
MTI Distributing (Toro)	C114030006
Hospital Medical Supplies	
Eligible User:	State Agencies and Political Subdivisions
MMCAP Infuse Contract Website	http://www.mmd.admin.state.mn.us/mmcap/
State of MO Contract Website	http://archive.oa.mo.gov/purch/contracts/
<u>Contractor/Manufacturer</u>	<u>Contract Number</u>
McKesson Medical-Surgical Minnesota Supplies, Inc.	CC191684001
Concordance Healthcare Solutions	CC191684002
Medical Solutions Inc.	CC191684003
Henry Schein Inc.	CC191684004
Laboratory Equipment and Supplies	
Eligible Users	State Agencies and Political Subdivisions
NASPO ValuePoint Contract Website	https://www.naspovaluepoint.org/portfolios/details/laboratory-equipment-supplies/#contracts
State of MO Contract Website	http://archive.oa.mo.gov/purch/contracts/
<u>Contractor/Manufacturer</u>	<u>Contract Numbers</u>
Fisher Scientific Company, LLC	CC160627001
VWR International, LLC	CC160627002
Nikon Instruments Inc.	CC160627003
SJ Smith Co. Inc.	CC160816001

Large Truck Chassis and Related Equipment

Eligible Users	State Agencies and Political Subdivisions
Sourcewell Contract Website	https://www.sourcewell-mn.gov/contract-search?category=11106&keyword=&=Apply
State of MO Contract Website	https://archive.oa.mo.gov/purch/cgi/display.cgi?contnum=CC182174002
<u>Contractor/Manufacturer</u>	<u>Contract Numbers</u>
MHC Kenworth -Columbia	CC182174002
Navistar Inc.	CC182174003
Schepers International	CC182174006

LED Emergency Light Bars, Sirens and Accessories

Eligible Users	State Agencies and Political Subdivisions
NASPO ValuePoint Contract Website	http://naspovaluepoint.org/#/contract-details/8/overview/general
State of MO Contract Website	http://archive.oa.mo.gov/purch/contracts/
<u>Contractor</u>	<u>Contract Numbers</u>
Carson Manufacturing Co., Inc.	C115062001
Code 3 Inc.	C115062002
SoundOff Signal	C115062003
Whelen Engineering Co.	C115062005
Ed Roehr Safety Products (distributor for Code3 products)	C115062006
911 Custom (distributor for Whelen products)	C115062008
Responder PSE, LLC (distributor for Whelen products)	C115062009
LE Uplifter LLC	C115062010
Public Safety Upfitters LLC	C115062011

Mailing Equipment, Supplies and Maintenance

Eligible Users	State Agencies and Political Subdivisions
NASPO ValuePoint Contract Website	https://www.naspovaluepoint.org/portfolio/mailroom-equipment/
State of MO Contract Website	http://archive.oa.mo.gov/purch/contracts/
<u>Contractor/Manufacturer</u>	<u>Contract Numbers</u>
Neopost USA Inc.	C112169002 (for lease payments only)
Pitney Bowes, Inc.	CC171501001
Neopost USA, Inc.	CC171501002
Bell & Howell, LLC	CC171501003
Pitney Bowes Reserve Account	CC171501004
Riso Inc.	CC171501006
Opex Corporation	CC171501007
Stamps.com	CC190390001

Maintenance Repair and Operating Equipment and Supplies (MRO)

Eligible Users	State Agencies and Political Subdivisions
NASPO ValuePoint Contract Website	https://www.naspovaluepoint.org/portfolios/details/facilities-mro-industrial-supplies/
State of MO Contract Website	http://archive.oa.mo.gov/purch/contracts/
<u>Contractor/Manufacturer</u>	<u>Contract Number</u>
W.W. Grainger	CC182584001
MSC Industrial Supply	CC182584002
Fastenal Company	CC182584003
Veritiv Operating Company	CC182584004
Hilti Inc.	CC182584005
Staples Business Advantage	CC182584006

Managed Print Services

Eligible Users	State Agencies and Political Subdivisions
NASPO ValuePoint Contract Website	http://www.naspovaluepoint.org/#/contract-details/70/overview/general
State of MO Contract Website	http://archive.oa.mo.gov/purch/contracts/
<u>Contractor/Manufacturer</u>	<u>Contract Numbers</u>
Lexmark International, Inc.	NASPO ValuePoint Contract Number: 40-000-14-00107 AB Missouri Contract Number: CT170522001
Pacific Office Automation Inc.	NASPO ValuePoint Contract Number: 40-000-14-00107 AC Missouri Contract Number: CT170522002
Konica Minolta Business Solutions USA Inc.	NASPO ValuePoint Contract Number: 40-000-14-00107 AA Missouri Contract Number: CT170522003
Ricoh USA	NASPO ValuePoint Contract Number: 40-000-14-00107 AD Missouri Contract Number: CT170522004

Medical Transcription Services

Eligible Users	State Agencies and Political Subdivisions
NASPO ValuePoint Contract Website	https://www.naspovaluepoint.org/portfolios/details/transcription-services/
State of MO Contract Website	http://archive.oa.mo.gov/purch/contracts/
<u>Contractor/Manufacturer</u>	<u>Contract Number</u>
Transcription Outsourcing, LLC	CS182441001
eScribers	CS182441002

Multifunction Copiers & Related Software (WSCA-NV)

Eligible Users	State Agencies and Political Subdivisions Only
NASPO ValuePoint Contract Website	https://www.naspovaluepoint.org/portfolio/copiers-printers/
State of MO Contract Website	http://archive.ia.mo.gov/purch/oa/c215080.pdf
<u>Contractor/Manufacturer</u>	<u>Contract Numbers</u>
Canon	NASPO ValuePoint Contract Number : 3091 / State of Missouri Contract Numbers: Canon - C215080001 Canon Resellers - C215080002, C215080003, C215080005, C215080006, C215080007, C215080008, C215080009, C215080013, C215080034, C215080039, C215080041, C215080042
Konica Minolta	NASPO ValuePoint Contract Number : 3091 / State of Missouri Contract Number: Konica Minolta: C215080010 Konica Minolta Resellers: C215080011, C215080012, C215080013, C215080007, C215080014, C215080016, and C215080034
Ricoh USA	NASPO ValuePoint Contract Number : 3091 / State of Missouri Contract Number: C215080018
Sharp Electronics	NASPO ValuePoint Contract Number : 3091 / State of Missouri Contract Number: Sharp: C215080019 Sharp Reseller: C215080044
Toshiba Business Solutions	NASPO ValuePoint Contract Number: 3091 / State of Missouri Contract Number: Toshiba America Business Solutions: C215080020 Toshiba America Business Solutions Resellers: C215080007, C215080011, C215080026, C215080024
Xerox Corporation	NASPO ValuePoint Contract Number : 3091 / State of Missouri Contract Number: C215080033

Office Supplies

Eligible Users	State Agencies and Political Subdivisions
NASPO ValuePoint Contract Website	http://naspovaluepoint.org/#/contract-details/25/overview/general
State of MO Contract Website	http://archive.ia.mo.gov/purch/contracts/
<u>Contractor/Manufacturer</u>	<u>Contract Numbers</u>
Office Depot	C115144002
Staples Contract & Commercial	C115144003

Pharmaceuticals	
Eligible Users	State Agencies and Political Subdivisions
MMCAP Infuse Contract Website	http://www.mmd.admin.state.mn.us/mmcap/
State of MO Contract Website	http://archive.ia.mo.gov/purch/contracts/
<u>Contractor/Manufacturer</u>	<u>Contract Number</u>
Morris & Dickson, Co. LLC	C115177001
Police Radar, Lidar, Parts and Accessories	
Eligible Users	State Agencies and Political Subdivisions
NASPO ValuePoint Contract Website	http://www.naspovaluepoint.org/#/contract-details/43/overview/general
State of MO Contract Website	http://archive.ia.mo.gov/purch/contracts/
<u>Contractor/Manufacturer</u>	<u>Contract Numbers</u>
Applied Concepts, Inc.	CC191825001
Kustom Signals Inc.	CC191825002
Laser Technology Inc.	CC191825003
MPH Industries	CC191825004
Dragoneye Technology LLC	CC191825005
Professional Grade Tools and Diagnostic Equipment	
Eligible Users	State Agencies and Political Subdivisions
NASPO ValuePoint Contract Website	https://www.naspovaluepoint.org/portfolios/details/tires-tubes-services/
State of MO Contract Website	http://archive.ia.mo.gov/purch/contracts/
<u>Contractor/Manufacturer</u>	<u>Contract Numbers</u>
Snap-On Industrial	CC190146001
Hilti, Inc.	CC190146002
Public Safety Communications Equipment Contracts	
Eligible Users	State Agencies and Political Subdivisions
NASPO ValuePoint Contract Website	https://fortress.wa.gov/ga/apps/contracting/contracts/06913c.pdf
State of MO Contract Website	N/A
<u>Contractor/Manufacturer</u>	<u>Contract Numbers</u>
Avtec, Inc.	CT160530002
Harris Corporation	CT160530006
Icom America Inc.	CT160530007
JVC Kenwood USA Corporation	CT160530008
KC Wireless Inc	CT160530022
Warner Communications	CT160530024
Aviat	CT170827001
Power Products	CT170827002

Public Cloud Hosting Services	
Eligible Users	State Agencies and Political Subdivisions (State Agencies must obtain approval from ITSD before using the contracts)
NASPO ValuePoint Contract Website	http://www.naspovaluepoint.org/#/contract-details/27/overview/general
State of MO Contract Website	N/A
<u>Contractor/Manufacturer</u>	<u>Contract Numbers</u>
CenturyLink	NASPO ValuePoint Contract Number: AR2474 Missouri Contract Number: CT170457022
Deloitte Consulting	NASPO ValuePoint Contract Number: AR2479 Missouri Contract Number: CT170457026
SHI International Corp.	NASPO ValuePoint Contract Number: AR2488 Missouri Contract Number: CT170457025
Smartronix	NASPO ValuePoint Contract Number: AR2489 Missouri Contract Number: CT170457006
Collab9 LLC	NASPO ValuePoint Contract Number: AR2500 Missouri Contract Number: CT170457003
The Consultants Consortium Inc.	NASPO ValuePoint Contract Number: AR2491 Missouri Contract Number: CT170457007
CherryRoad Technologies Inc.	NASPO ValuePoint Contract Number: AR2476 Missouri Contract Number: CT170457008
Carahsoft Technology Corporation	NASPO ValuePoint Contract Number: AR2472 Missouri Contract Number: CT170457009
Quest Media & Supplies Inc.	NASPO ValuePoint Contract Number: AR2505 Missouri Contract Number: CT170457010
Teradata Government Systems LLC	NASPO ValuePoint Contract Number: AR2499 Missouri Contract Number: CT170457011
AT&T Systems Inc.	NASPO ValuePoint Contract Number: AR2494 Missouri Contract Number: CT170457012
Unisys Corporation	NASPO ValuePoint Contract Number: AR2492 Missouri Contract Number: CT170457013
GuideSoft Inc.	NASPO ValuePoint Contract Number: AR2504 Missouri Contract Number: CT170457014
Cisco Systems Inc.	NASPO ValuePoint Contract Number: AR2477 Missouri Contract Number: CT170457016
Strategic Communications	NASPO ValuePoint Contract Number: AR2490 Missouri Contract Number: CT170457017
CSRA State and Local Solutions LLC	NASPO ValuePoint Contract Number: AR2478 Missouri Contract Number: CT170457018
DLT Solutions	NASPO ValuePoint Contract Number: AR2480 Missouri Contract Number: CT170457021

CGI Technologies and Solutions Inc.	NASPO ValuePoint Contract Number: AR2475 Missouri Contract Number: CT170457024
Environmental Systems Research Institute	NASPO ValuePoint Contract Number: AR2482 Missouri Contract Number: CT170457027
Insight Public Sector Inc.	NASPO ValuePoint Contract Number: AR2485 Missouri Contract Number: CT170457029
VMware Inc.	NASPO ValuePoint Contract Number: AR2493 Missouri Contract Number: CT170457030
Emergent LLC	NASPO ValuePoint Contract Number: AR2481 Missouri Contract Number: CT170457031
Workday	NASPO ValuePoint Contract Number: AR2507 Missouri Contract Number: CT170457032
CDW Government LLC	NASPO ValuePoint Contract Number: AR2473 Missouri Contract Number: CT200503001
Ensono	NASPO ValuePoint Contract Number: AR3099 Missouri Contract Number: CT200503014

Radios – Mobile and Handheld

Eligible Users	State Agencies and Political Subdivisions
MODOT contract	RFB 2-160527RW
State of MO Contract Website	http://archive.oa.mo.gov/purch/contracts/
<u>Contractor</u>	<u>Contract Number</u>
A&W Communications	CT170166001

Radios – Phase One

Eligible Users	State Agencies and Political Subdivisions
NASPO Value Point Contract Website	https://www.naspovaluepoint.org/portfolios/?term=Radios
State of MO Contract Website	http://archive.oa.mo.gov/purch/contracts/
<u>Contractor</u>	<u>Contract Numbers</u>
Aviat, Inc.	CT160530001
Avtec, Inc.	CT160530002
Harris RFCD	CT160530006
Icom America, Inc.	CT160530007
KC Wireless	CT160530022
JVCKENWOOD USA Corp	CT160530024
Relm Wireless	CT160530025
A&W Communications	CT160530026
Tait North American Inc.	CT200093001

Radios – Phase Two	
Eligible Users	State Agencies and Political Subdivisions
NASPO Value Point Contract Website	https://www.naspovaluepoint.org/portfolios/?term=Radios
State of MO Contract Website	http://archive.oa.mo.gov/purch/contracts/
<u>Contractor</u>	<u>Contract Numbers</u>
Aviat, Inc.	CT170827001
Power Products	CT170827002
Aeroflex Wichita, Inc.	CT170827004
Aluma Tower	CT170827007
Sabre Communications	CT170827010
Freedom Communication Technologies	CT170827012
Rental Equipment for Construction and Related Maintenance or Facility Operations	
Eligible Users	State Agencies and Political Subdivisions
Sourcewell Contract Website	http://www.njpacoop.org/index.php/search-results/?search_paths%5B%5D=&query=united+rentals&submit=Search
State of MO Contract Website	http://archive.oa.mo.gov/purch/contracts/
<u>Contractor</u>	<u>Contract Number</u>
United Rentals (North America), Inc.	CC170187001
Security and Fire Protection Services	
Eligible Users	State Agencies and Political Subdivisions
NASPO ValuePoint Contract Website	https://www.naspovaluepoint.org/portfolios/details/security-fire-protection-services/
State of MO Contract Website	http://archive.oa.mo.gov/purch/contracts/
<u>Contractor/Manufacturer</u>	<u>Contract Numbers</u>
Stanley Convergent Security Solutions	CC180753001
Johnson Controls Fire Protection DBA Simplex Grinnell LP	CC180753002
Small Package Delivery Services	
Eligible Users	State Agencies and Political Subdivisions
NASPO ValuePoint Contract Website	http://www.naspovaluepoint.org/#/contract-details/78/overview/general
State of MO Contract Website	http://archive.oa.mo.gov/purch/contracts/
<u>Contractor</u>	<u>Contract Numbers</u>
Federal Express Government Sales	CS170462001
United Parcel Service	CS170462002

Snowplow Blade Cutting Edges	
Eligible Users	State Agencies and Political Subdivisions
NASPO ValuePoint Contract Website	http://www.naspovaluepoint.org/#/current-contracts/contractors
State of MO Contract Website	http://archive.ia.mo.gov/purch/contracts/
<u>Contractor/Manufacturer</u>	<u>Contract Numbers</u>
Ironhawk Industrial Distribution LLC	CC160284001
Winter Equipment Company Inc	CC160284002
Software Value Added Reseller	
Eligible Users	State Agencies and Political Subdivisions
NASPO ValuePoint Contract Website	https://www.naspovaluepoint.org/portfolio/software-var/
State of MO Contract Website	http://archive.ia.mo.gov/purch/contracts/
<u>Contractor/Manufacturer</u>	<u>Contract Numbers</u>
SHI	NASPO ValuePoint Contract Number: ADSPO16-130651 Missouri Contract Number: CT170315001
CDW Government LLC	NASPO ValuePoint Contract Number: ADSPO16-130652 Missouri Contract Number: CT170315002
En Pointe	NASPO ValuePoint Contract Number: ADSPO16-130653 Missouri Contract Number: CT170315003
Insight	NASPO ValuePoint Contract Number: ADSPO16-138244 Missouri Contract Number: CT170315004
Telephone Based Interpreter Services	
Eligible Users	State Agencies and Political Subdivisions
NASPO ValuePoint Contract Website	http://www.naspovaluepoint.org/#/contract-details/59/overview/general
State of MO Contract Website	http://archive.ia.mo.gov/purch/contracts/
<u>Contractor</u>	<u>Contract Numbers</u>
CTS LanguageLink	C316047001
Linguistica International	C316047002
Voiance	C316047003
Tires, Tubes and Services	
Eligible Users	State Agencies and Political Subdivisions
NASPO ValuePoint Contract Website	https://www.naspovaluepoint.org/portfolios/details/tires-tubes-and-service-2019-2024/
State of MO Contract Website	https://archive.ia.mo.gov/purch/cgi/display.cgi?contnum=CC191557001
<u>Contractor/Manufacturer</u>	<u>Contract Numbers</u>
Bridgestone Americas Tire Operations, LLC	CC191557001
Goodyear Tire & Rubber Company	CC191557003

Vehicle Lifts and Garage Associated Equipment

Eligible Users	State Agencies and Political Subdivisions
NASPO ValuePoint Contract Website	https://www.naspovaluepoint.org/portfolios/details/vehicle-lifts-garage-associated-equipment/
State of MO Contract Website	http://archive.ia.mo.gov/purch/contracts/
<u>Contractor/Manufacturer</u>	<u>Contract Numbers</u>
Bendpak	CC180160001
Mohawk Resources LTD	CC180160002
Snap-On Industrial	CC180160003
Stertil-Koni USA Inc	CC180160004
Vehicle Service Group LLC	CC180160005

Vehicle Rental Services

Eligible Users	State Agencies and Political Subdivisions
NASPO ValuePoint Contract Website	http://www.aboutwsca.org/contract.cfm/contract/w27-2009
State of MO Contract Website	http://archive.ia.mo.gov/purch/contracts/
<u>Contractor/Manufacturer</u>	<u>Contract Numbers</u>
Enterprise Rent A Car	C110265001
The Hertz Corporation	C110265002

Walk-In Building/Carpentry/Home Improvement Supplies

Eligible Users	State Agencies and Political Subdivisions
NASPO ValuePoint Contract Website	http://www.naspovaluepoint.com/#/contract-details/87/overview/general
State of MO Contract Website	http://archive.ia.mo.gov/purch/contracts/
<u>Contractor/Manufacturer</u>	<u>Contract Number</u>
Lowe's Home Centers	CC171287001

Wireless Communication & Equipment:

Eligible Users	Political Subdivisions Only
NASPO ValuePoint Contract Website	https://www.naspovaluepoint.org/portfolio/wireless-communication-equipment/
State of MO Contract Website	https://archive.ia.mo.gov/purch/cgi/list.cgi
<u>Contractor/Manufacturer</u>	<u>Contract Numbers</u>
AT&T	NASPO ValuePoint Contract Number: 1907 Missouri Contract Number: C214056001
Sprint, together with Nextel	NASPO ValuePoint Contract Number: 1907 Missouri Contract Number: C214056002
T-Mobile USA	NASPO ValuePoint Contract Number: 1907 Missouri Contract Number: C214056003

Public Safety Video Systems	
Eligible Users	State Agencies and Political Subdivisions
NASPO ValuePoint Contract Website	https://www.naspovaluepoint.org/portfolio/public-safety-video-systems-2017-2022/
State of MO Contract Website	http://archive.oa.mo.gov/purch/contracts/
<u>Contractor</u>	<u>Contract Numbers</u>
WatchGuard, Inc.	CT200012001
Axon Enterprise, Inc.	CT200012002
COBAN Technologies, Inc.	CT200012004



MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. **LEASE OF VEHICLES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. **TERM:** The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

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(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. **USE AND SURRENDER OF VEHICLES:** Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. **COSTS, EXPENSES, FEES AND CHARGES:** Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. **LICENSE AND CHARGES:** Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. **REGISTRATION PLATES, ETC.:** Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. **MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:**

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. **SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:**

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

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(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

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Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

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at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: City of Raymore, MO

Signature: _____

By: _____

Title: _____

Address: 100 Municipal Circle
Raymore, MO 64083

Date Signed: _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: _____

Title: _____

Address: 5359 Merriam Dr
Merriam, KS 66203

Date Signed: _____

Initials: EFM _____ Customer _____



FLEET MANAGEMENT



WEX ENTERPRISE FLEET MANAGEMENT/PHILLIPS 66 APPLICATION

Fees: \$40 one-time setup fee, \$2 per card, per month

Tell us about your business

City of Raymore, MO

Legal Name of Business _____

100 Municipal Circle _____

Business Physical Address _____

Raymore MO 64083

City State Zip

816-331-0488 816-331-8724

Tax Payer Identification # Company Phone # Company Fax #

Government - City 35

Legal Structure(Corp, Partnership, LLC, Proprietorship, Gov, PC or PA) # of vehicles

\$

Years in Business Average Monthly Fuel Exp.

Billing Contact Information

Billing Contact First Name Billing Contact Last Name

Billing Contact Phone #

Billing Address

City State Zip

Authorization

By signing below, I represent and warrant that I am authorized to bind the Company to the terms & conditions of this offer and the Business Card Agreement, which is available upon request. I further acknowledge that I have read and agree to the Summary of Key Terms enclosed.

X

Authorized Officer Signature Date

brandon.j.scott@efleets.com

Print Name Email Address

Title of Applicant:

President Vice President Treasurer Owner Partner

Tell us about yourself

Required if this account is for a business incorporated less than one year, a proprietorship, a professional corporation, or a limited liability company.

First Name Last Name

Residential Address

City State Zip

Social Security # Date of Birth

Home Phone # Email Address

I understand and acknowledge that by signing below, both the Company and I will be jointly and severally liable for all amounts owing on this account.

X

Signature

Print Name Date

Card Issuer is WEX Bank, member FDIC.

FOR OFFICE ONLY:

Sales Code	Plastic	Coupon Code	Acct #
	ENP3		0496

SUMMARY OF KEY TERMS

Credit Disclosure: By submitting this application, Company requests a business charge account and if approved for credit, one or more business charge cards for use by Company and its employees. The Card Issuer is WEX BANK. Company agrees to the terms and conditions set forth in the Business Charge Account Agreement provided with this application and/or provided with the card(s). Use of any card issued pursuant to this application confirms Company agreement to said terms and conditions. In the event that this application is denied based upon information contained in a consumer credit report used to evaluate credit, Issuer is authorized to report the reason for the denial to the Company. Direct inquiries of businesses where the undersigned maintains accounts may also be made. If requested, Company agrees to provide company financial statements, including at minimum, a Balance Sheet and Income Statement for the last two years upon request.

Joint and Several Liability: If required, and if Bank issues card(s) to Company, both the Company and I am jointly and severally liable with the Company for all charges to the account established pursuant to this application. This is a guaranty of payment and not merely of collection. You agree to pay upon demand any amount owed by Company due under the Business Charge Account Agreement.

I understand that I am applying for commercial credit on behalf of the business. I authorize Issuer to obtain credit bureau reports, both personal (if required) and in the name of the Company, that may be used when considering this application for credit and any other information about me in connection with: 1) extensions of credit on this account; 2) the administration, review or collection of this account. I agree that I may be contacted at any of the numbers that I have provided. In the event that the account is not paid as agreed, Issuer may report my liability (both personally and for the Company) to credit bureaus or others that may lawfully receive such information.

Federal Compliance: Issuer complies with Federal Law which requires all financial institutions to obtain, verify and record information that identifies each company or person who opens an account. What this means for you: when you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents for your business.

Certification of Beneficial Ownership

I. GENERAL INSTRUCTIONS

What is this form?

Federal regulations now require **all banks** to verify the ownership of certain business types when they open a new account.

You will be asked to identify any beneficial owners of this business, plus one person with significant managing control. The required information includes Name, Address, Date of Birth, and Social Security Number (or Passport Number, in the case of foreign persons). The Bank may also ask to see a copy of a driver's license or other identifying document for each person listed on this form.

To learn more about this requirement: Visit wexinc.com/beneficial-ownership

To submit this information: Fax the completed form to 800-374-4568, or mail it to WEX Inc., P.O. Box 639, Portland, ME 04104-9814.

II. ACCOUNT OPEN INFORMATION

The person opening an account on behalf of this business must provide the following information:

Name of Person Opening Account

Title

Business Name

Physical Address of Business (No P.O. Boxes)

Legal Structure

If your legal structure is exempt (see list on right), check "Exempt" below and skip Sections III, IV and V.

Exempt

Which businesses have to provide this information?

Required

The following legal entities must provide the requested information:

- Corporations
- Limited Liability Companies
- Partnerships
- Any other similar business entities formed in the United States or a foreign country.

Exempt

The following legal entities are exempt from this requirement:

- Non-Statutory Trust
- Bank/Bank Holding Co/Credit Union
- Federal/State/Local Government Agency or Authority
- Public Company and Majority Owned Affiliate
- Investment Company/Adviser
- Public Accounting Firm
- Insurance Company
- Non-Profits (Must identify a person with control. See Section IV)

NOTE: The following do not meet the definition of legal entity, and are not required to submit this form:

- Natural Person
- Sole Proprietorship
- Unincorporated Association

III. BENEFICIAL OWNERS

Identify **up to four** beneficial owners of this business, or individuals (if any) who own 25 percent or more of the equity interests. **If no individuals meet this definition, check "Beneficial Owner Not Applicable" below and skip this section.**

— **Beneficial Owner Not Applicable**

All fields are required for each beneficial owner, except as noted below:

- **For persons with a Social Security Number (SSN):** Provide the SSN and leave Passport/Other Government ID # and Issuing Country blank.
- **For foreign persons without a SSN:** Leave SSN blank and provide a Passport Number (or Other Government ID #) and the Issuing Country.

The info provided on this form is for validation or consumer verification only. It will not affect personal credit or imply liability.

Beneficial Owner 1

_____	_____
First Name	Residential Address (no P.O. Boxes)
_____	_____
Last Name	Address Line 2 (optional)
_____	_____
Date of Birth (mm/dd/yyyy)	City
_____	_____
Social Security #	State/Province
_____	_____
Passport/Other Government ID #	Country of Residence
_____	_____
Issuing Country	Postal Code

Beneficial Owner 2

_____	_____
First Name	Residential Address (no P.O. Boxes)
_____	_____
Last Name	Address Line 2 (optional)
_____	_____
Date of Birth (mm/dd/yyyy)	City
_____	_____
Social Security #	State/Province
_____	_____
Passport/Other Government ID #	Country of Residence
_____	_____
Issuing Country	Postal Code

Beneficial Owner 3

_____	_____
First Name	Residential Address (no P.O. Boxes)
_____	_____
Last Name	Address Line 2 (optional)
_____	_____
Date of Birth (mm/dd/yyyy)	City
_____	_____
Social Security #	State/Province
_____	_____
Passport/Other Government ID #	Country of Residence
_____	_____
Issuing Country	Postal Code

Beneficial Owner 4

_____ First Name	_____ Residential Address (no P.O. Boxes)
_____ Last Name	_____ Address Line 2 (optional)
_____ Date of Birth (mm/dd/yyyy)	_____ City
_____ Social Security #	_____ State/Province
_____ Passport/Other Government ID #	_____ Country of Residence
_____ Issuing Country	_____ Postal Code

IV. PERSON WITH CONTROL

Identify one individual with significant responsibility for managing this business — for example, an executive officer, senior manager, or any other person who regularly performs similar functions. If appropriate, an individual listed as beneficial owner above must also be listed in this section. **If no beneficial owners are listed above, this information is still required.**

_____ First Name	_____ Residential Address (no P.O. Boxes)
_____ Last Name	_____ Address Line 2 (optional)
_____ Title	_____ City
_____ Date of Birth (mm/dd/yyyy)	_____ State/Province
_____ Social Security #	_____ Country of Residence
_____ Passport/Other Government ID #	_____ Postal Code
_____ Issuing Country	

V. CERTIFIED/AGREED TO

I, _____, hereby certify, to the best of my knowledge,
Print Name
that the information provided above is complete and correct.

Signature

Date



MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this ____ day of _____, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and City of Raymore, MO ("Lessee").

WITNESSETH

1. **LEASE.** Reference is hereby made to that certain Master Lease Agreement dated as of the ____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
2. **COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").
3. **TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.
4. **VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.
5. **ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.
6. **PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

Initials: EFM _____ Lessee _____

in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: City of Raymore, MO

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: 100 Municipal Circle
Raymore, MO 64083

Address: 5359 Merriam Dr
Merriam, KS 66203

Attention: _____

Attention: _____

Fax #: _____

Fax #: _____

Date Signed: _____

Date Signed: _____

Initials: EFM _____ Lessee _____



MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the _____ day of _____, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and City of Raymore, MO (the "Company").

WITNESSETH:

1. **ENTERPRISE CARDS:** Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

2. **VEHICLE REPAIRS AND SERVICE:** EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over \$75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. **BILLING AND PAYMENT:** All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

4. **RENTAL VEHICLES:** The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

5. **NO WARRANTY:** EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. **CANCELLATION:** Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

7. **NOTICES:** All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

Initials: EFM _____ Company _____

8. FEES: EFM will charge the Company for the service under this Agreement \$ 6 per month per Card, plus a one time set-up fee of \$ 0.

9. MISCELLANEOUS: This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company: City of Raymore, MO

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: 100 Municipal Circle
Raymore, MO 64083

Address: 5359 Merriam Dr
Merriam, KS 66203

Date Signed: _____

Date Signed: _____

Initials: EFM _____ Company _____


FLEET MANAGEMENT

CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and City of Raymore, MO (hereinafter referred to as "CUSTOMER") on this ____ day of _____, _____ (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise is in the business of selling previous leased and rental vehicles at wholesale auctions; and
- B. The CUSTOMER is in the business of government.
- C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. **Right to Sell**: Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
2. **Power of Attorney**: CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
3. **Assignments**: Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
4. **Service Fee**: For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$ 300 ("Service Fee") plus towing at prevailing rates.
5. **Sales Process**: Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.
6. **Time for Payment**:
 - (a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited to, Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.
7. **Indemnification and Hold Harmless**: Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____

"CUSTOMER"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____



AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and City of Raymore, MO (hereinafter referred to as "CUSTOMER"), on the other hand on this ____ day of _____, _____ (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;
- B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;
- C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and
- D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.
2. Additional Documentation: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).
3. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of \$ 300 or the maximum permitted by law ("Service Fee").
4. Sales Process: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.
5. Time for Payment:
 - (a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 5(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 5(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

6. Indemnification and Hold Harmless: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.
7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.
8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.
10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
12. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.
13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

19. Independent Contractor: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.

20. Unsold Vehicles: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

"ENTERPRISE"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____

"CUSTOMER"

Signature: _____

Printed Name: _____

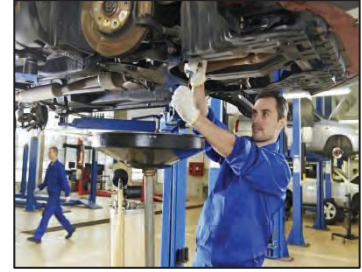
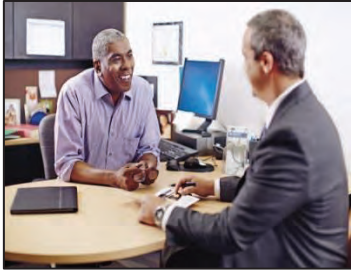
Title: _____

Date Signed: _____

Schedule 1

Enterprise Leasing Company of STL, LLC
Enterprise Leasing Company of Georgia, LLC
Enterprise Leasing Company of Florida, LLC
Enterprise Leasing Company of KS LLC
EAN Holdings, LLC
Enterprise Leasing Company of Orlando, LLC
Enterprise Leasing Company of Indianapolis, LLC
Enterprise Rent-A-Car Company of Boston, LLC
Enterprise Leasing Company of Denver, LLC
Enterprise Leasing Company of Chicago, LLC
Enterprise RAC Company of Maryland, LLC
Enterprise Leasing Company of Philadelphia, LLC
Enterprise RAC Company of Baltimore, LLC
Enterprise Leasing Company of Minnesota, LLC
Enterprise Leasing Company of Detroit, LLC
Enterprise Leasing Co of Norfolk/ Richmond, LLC
Enterprise Rent-A-Car Co of San Francisco, LLC
ELRAC, LLC
SNORAC, LLC

Enterprise Rent-A-Car Company of Sacramento, LLC
Enterprise Rent-A-Car Company of Los Angeles, LLC
Enterprise RAC Company of Cincinnati, LLC
CLERAC, LLC
Enterprise Rent-A-Car Company of Pittsburgh, LLC
Enterprise Rent-A-Car Company of Wisconsin, LLC
Enterprise Rent-A-Car Company of UT, LLC
CAMRAC, LLC
Enterprise Rent-A-Car Company of Rhode Island, LLC
Enterprise Leasing Company of Phoenix, LLC
Enterprise Leasing Company- Southeast, LLC
Enterprise Leasing Company- West, LLC
Enterprise Leasing Company- South Central, LLC
PENRAC, LLC
Enterprise Rent-A-Car Company of KY, LLC
Enterprise Rent-A-Car Company - Midwest, LLC
Enterprise RAC Company of Montana/Wyoming, LLC



FLEET MANAGEMENT

FLEET SYNOPSIS | CITY OF RAYMORE, MO



100 Municipal Circle
Raymore, MO 64083

[Enterprise Fleet Management, Inc.](#)

600 Corporate Park Drive
St. Louis, MO 63105
314-512-5000 Main
314-518-5583 Fax

Brandon Scott
Account Executive
5359 Merriam Dr
Merriam, KS 66203
Cell: 816-591-5565
Brandon.J.Scott@efleets.com

FLEET SYNOPSIS | CITY OF RAYMORE, MO

Impact of Partnership

BACKGROUND

Location: Raymore, MO
Industry: City Government
Total Non-Emergency Vehicles: 37

THE SITUATION

The City of Raymore is looking for a solution to better manage its aging fleet.

- 19% of the current light and medium duty fleet is over 10 years old.
- Older vehicles have higher fuel costs, maintenance costs, and tend to be unreliable.
- It would take 9.25 years to cycle out the entire fleet at current acquisition rates.

THE OBJECTIVES

Enterprise Fleet Management's proposal is to save City resources and budget dollars through a managed vehicle program.

- Utilize an open-end lease* as a funding mechanism, allowing the City to acquire additional vehicles while avoiding a large capital budget outlay.
- Replace aged vehicles with newer models to increase fuel efficiency and reduce maintenance expense. Maintenance and repair expenses will be reduced as the age of vehicles is lowered and the integration of more fuel efficient vehicles will reduce carbon footprint.
- Establish a proactive replacement plan that maximizes potential equity at time of resale, reduces operational expenses, and increases safety.

*An open-end lease means there are no early termination, mileage, or abnormal wear and tear penalties. Leases are written to a residual balance to preserve cash flow. The City receives flexibility of ownership, as well as net equity from sale at time of disposal.

Piggyback The Sourcewell Awarded RFP #060618-EFM that addresses the following:

- Access to all fleet management services as applicable to the needs of the City
- Supports the City's need for fleet evaluation on a quarterly basis assessing costs and reviewing best practices

CLIENT TESTIMONIAL

"We were skeptical at first because the numbers looked too good to be true. Once we made the choice to work with Enterprise Fleet Management, it was exciting to have a new fleet of vehicles for our employees. When we saw savings over 22% on fuel costs, just by switching to newer vehicles, that alone was worth the change."

—Nick Arena, Asst. Municipal Services Director, City of Lenexa, KS

THE RESULTS

By partnering with Enterprise Fleet Management, it is estimated that the City will create a long term sustainable cost savings of 10% while replacing the heavily aged fleet with newer, more reliable vehicles on a flexible four year cycle. This is expected to reduce Non-Emergency Response Vehicles fuel costs by 23% and maintenance costs by 71%.

Leveraging an open-end lease maximizes cash flow and recognizes equity from vehicles sold. Furthermore, the City will leverage Enterprise Fleet Management's ability to sell vehicles at an average of 109% of Black Book values.

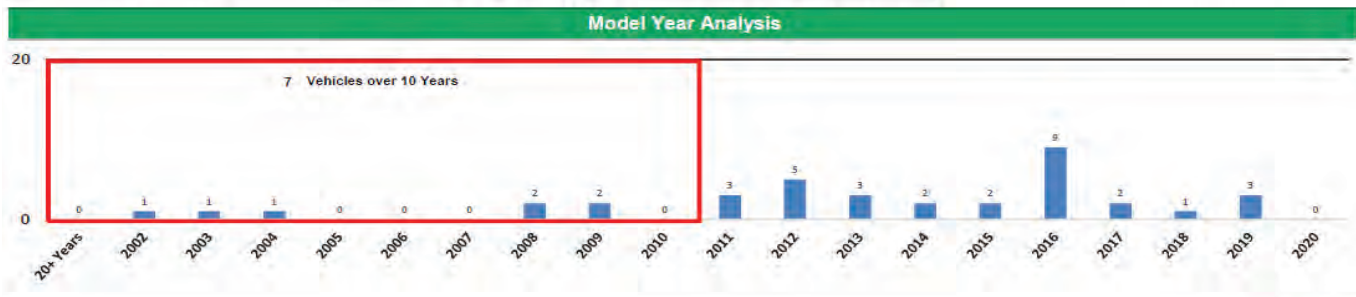
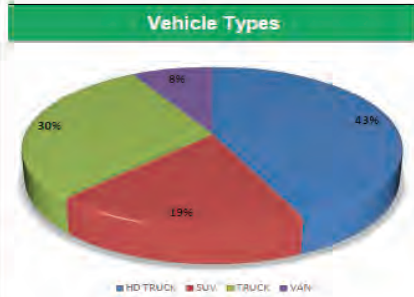
By shifting from reactively replacing inoperable vehicles to planning vehicle purchases, the City of Raymore, MO will be able to field newer, safer vehicles with reduced downtime in a cost-neutral or better manner.

Brandon Scott | (816) 591-5565 | Brandon.J.Scott@efleets.com

SUPPORTING EVIDENCE | CITY OF RAYMORE, MO

City of Raymore - Fleet Profile

Fleet Profile				Fleet Replacement Schedule					Replacement Criteria
Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage	2020	2021	2022	2023	Under-Utilized	
Minivan-Passenger	1	8.0	3,000	1	0	0	0	0	* Fiscal Year 2020 = 7 years old and older, or odometer over 100,000
1/2 Ton Van Cargo	1	4.0	1,000	0	0	0	0	1	* Fiscal Year 2021 = 5 years old and older, or odometer over 75,000
3/4 Ton Van Cargo	1	9.0	5,800	1	0	0	0	0	* Fiscal Year 2022 = 3 years old and older, or odometer over 50,000
Compact SUV 4x4	6	3.5	12,200	1	2	2	1	0	* Fiscal Year 2023 = Remaining Vehicles
Mid Size SUV 4x4	1	12.1	4,500	1	0	0	0	0	* Underutilized = Annual Mileage less than 2,000
Compact Pickup Reg 4x2	1	11.1	4,000	1	0	0	0	0	
1/2 Ton Pickup Reg 4x2	1	17.2	4,300	1	0	0	0	0	
1/2 Ton Pickup Reg 4x4	5	8.0	9,900	3	1	1	0	0	
1/2 Ton Pickup Ext 4x4	2	4.0	5,600	0	0	2	0	0	
1/2 Ton Pickup Quad 4x4	2	4.5	15,500	1	1	0	0	0	
3/4 Ton Pickup Reg 4x4	4	7.5	6,600	3	0	0	1	0	
3/4 Ton Pickup Ext 4x4	5	7.0	6,200	3	2	0	0	0	
3/4 Ton Pickup Quad 4x4	1	4.0	8,700	0	0	1	0	0	
3/4 Ton Cab Chassis	1	18.2	2,100	1	0	0	0	0	
1 Ton Pickup Ext 4x4	1	7.0	8,100	1	0	0	0	0	
1 1/2 Ton Cab Chassis	4	5.3	8,700	2	0	0	2	0	
Totals/Averages	37	6.9	8,100	20	6	6	4	1	



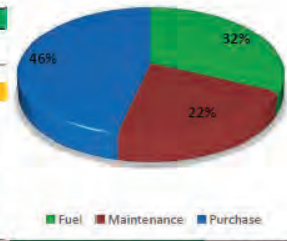
Confidential 1/21/2020

City of Raymore - Fleet Planning Analysis

Current Fleet	37	Fleet Growth	-0.62%	Proposed Fleet	36
Current Cycle	9.25	Annual Miles	8,300	Proposed Cycle	4.00
Maint. Cents Per Mile	NA	Current MPG	10	Proposed Maint.	\$34.27
Current Maint.	\$115.00			Price/Gallon	\$2.50

Fleet Costs Analysis

Fiscal Year	Fleet Mix				Fleet Cost						Annual	
	Fleet Size	Annual Needs	Owned	Leased	Up Front-Cash	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel	Fleet Budget	Net Cash
Average	37	4.0	37	0	109,193	0			51,060	74,925	235,178	0
'20	36	20	16	20	19,000	119,582	-183,325		30,304	65,319	50,880	184,297
'21	36	6	10	26	0	152,350	-71,900		24,491	62,438	167,379	67,799
'22	36	6	4	32	0	184,248	-100,050		18,678	59,556	162,432	72,746
'23	36	4	0	36	19,000	213,366	-90,500	-193,758	14,803	57,635	20,545	214,632
'24	36	20	0	36	19,000	213,366	0	-54,887	14,803	57,635	249,917	-14,739
'25	36	6	0	36	0	213,366	0	-50,761	14,803	57,635	235,042	135
'26	36	6	0	36	0	213,366	0	-35,229	14,803	57,635	250,574	-15,397
'27	36	4	0	36	19,000	213,366	0	-193,758	14,803	57,635	111,045	124,132



8 Year Savings \$633,607 **Avg. Sustainable Savings** \$23,533

Current Fleet Equity Analysis

YEAR	2020	2021	2022	2023	2024	Under-Utilized
QTY	20	6	6	4	0	1
Est \$	\$8,279	\$11,983	\$16,675	\$22,625	\$0	\$17,750
TOTAL	\$165,575	\$71,900	\$100,050	\$90,500	\$0	\$17,750
			Estimated Current Fleet Equity**		\$445,775	

KEY OBJECTIVES

- Lower average age of the fleet**
10% of the current light and medium duty fleet is over 10 years old
Resale of the aging fleet is significantly reduced.
- Reduce operating costs**
Newer vehicles have a significantly lower maintenance expense
Newer vehicles have increased fuel efficiency with new technology implementations
- Maintain a manageable vehicle budget**
Challenged by inconsistent yearly budgets
Currently vehicle budget is underfunded.

* Lease Rates are conservative estimates
**Estimated Current Fleet Equity is based on the current fleet "sight unseen" and can be adjusted after physical inspection
Lease Maintenance costs are exclusive of tires unless noted on the lease rate quote.

Confidential 1/21/2020

CASE STUDY | CITY OF LENEXA



The City of Lenexa see big savings with new fleet vehicles.

BACKGROUND

Location: Lenexa, KS
Industry: Government
Total vehicles: 72 vehicles

THE CHALLENGE

The City of Lenexa was holding onto vehicles for 10 years and would only replace the vehicles if maintenance costs became too high or they were inoperable. As issues would arise, city managers would rush to get the vehicle fixed, find funds to cover the repair and make sure the employee was able to do his or her job. The process of maintaining an aged fleet with high and unpredictable maintenance costs became a grueling task for The City to manage.

THE SOLUTION

Enterprise Fleet Management presented the City of Lenexa with a proactive fleet management program. The solution would replace most of the light-duty vehicles within the first year of partnering with Enterprise, which would provide the city with a newer, more reliable fleet.

“We were skeptical at first because the numbers looked too good to be true. Once we made the choice to work with Enterprise Fleet Management, it was exciting to have a new fleet of vehicles for our employees. When we saw savings over 22% on fuel costs, just by switching to newer vehicles, that alone was worth the change.”

—Nick Arena, Asst. Municipal Services Director

By replacing 45 light-duty vehicles in the first year, The City realized immediate operational savings. Enterprise Fleet Management helped acquire vehicles with volume incentives to lower the initial order and reduce the total cost of ownership for the City of Lenexa.

THE RESULTS

The City now offers its employees vehicles that have up-to-date safety features and with overall improved reliability. This has helped improve the satisfaction of the workforce. The partnership has also helped The City standardize its fleet and utilize the best vehicles based on the equipment needed for the job. The program offers flexibility to replace units more frequently, in shorter cycles so it will continue to experience overall savings. With a newer fleet of vehicles, The City of Lenexa experienced a 22% decrease in fuel costs and a 70% decrease in unplanned maintenance expenses. Additionally, the new fleet strategy allows city employees to focus solely on their core responsibilities instead of vehicle maintenance issues.

To learn more, visit efleets.com or call 877-23-FLEET.



Key Results

22%
SAVINGS
IN FUEL COSTS



REDUCED MAINTENANCE
SPEND BY
70%

6%
TOTAL SAVINGS
WITH FLEET AGE
LESS THAN 5 YEARS



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PROGRAM RESOURCES | CITY OF RAYMORE, MO

SAFETY

-7 vehicles are older than 10 years of age and do not contain the most up to date safety features, such as Electronic Stability Control, airbag standardization, and anti-lock brake control.

-10 vehicles predate Electronic Stability Control (mandatory for all 2012 model year vehicles). According to the Highway Traffic Safety Administration, this is the most important safety feature since the seatbelt.

ACCOUNT MANAGEMENT

The City of Raymore will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs.

- Meeting with you at minimum 3 times per year: 2 of those are financial planning meetings. These are an Annual Client Review and a Fleet Analysis Meeting.
- Your Account Manager will provide ongoing analysis, which can include best makes/models, cents per mile, total cost of ownership, and replacement analysis.
- Monthly management reports consisting of a single invoice with all charges.

ANCILLARIES

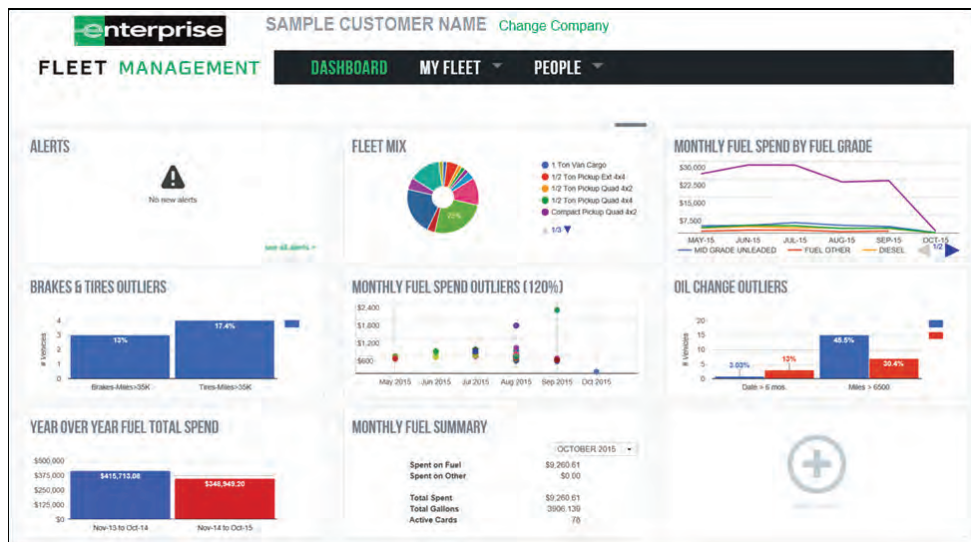
Enterprise Fleet Management has the ability to offer a total fleet solution should the City need further evaluation of the fleet. These can include:

- Fuel Card
- Telematics Device
- Physical Damage Coverage

TECHNOLOGY

Enterprise Fleet Management's website provides vehicle tracking, reporting, and metrics. Our website can be customized to view a wide range of data to have a comprehensive and detailed look at all aspects of your fleet and the services provided. Our *Mobile App* also allows drivers a wide range of functions.

- **Invoices** - To include lease, maintenance, and ancillaries - all in one invoice
- **Maintenance Utilization** - Review the life-to-date maintenance per vehicle
- **Recall Information** - See which units are approaching the lease term and still have open recalls
- **License & Registration** - See which plate renewals are being processed by Enterprise; view status
- **Alerts** - Set customizable alerts for oil changes, lease renewals, license renewals, and billing data
- **Lifecycle Analysis** - See data regarding all transactions for the lifecycle of the entire fleet, with drill-down capability to any specific lease or transaction



REFERENCES | CITY OF RAYMORE, MO

CURRENT PARTNERS

- City of Branson, MO
- City of Camdenton, MO
- City of Lake Ozark, MO
- City of Lenexa, KS
- City of Prairie Village, KS
- Saline County, MO
- Shawnee County, KS
- Geary County USD 475
- Haysville USD 261
- Olathe USD 233

REFERENCES

Below is a list of three (3) client/customer references including name, contact person, and telephone number.

Name: **Saline County, MO**

Business Phone #: (660) 886-7777

Contact Person(s): Kile Guthrie, Stephanie Gooden, Monte Fenner – County Commissioners

Name: **City of Lenexa, KS**

Business Phone #: (913) 477-7810

Contact Person: Nick Arena – Assistant Municipal Services Director

Name: **Shawnee County, KS**

Business Phone #: (785) 251-6822

Contact Person: Brent Hulsether – Fleet Services Superintendent

Miscellaneous

PROCLAMATION

WHEREAS, by swearing an oath to uphold the law and protect the innocent, Police Officers selflessly put themselves in harms way every day during their law enforcement career and in dangerous situations they seek to mitigate the threat while others seek refuge; and

WHEREAS, during a national crisis like COVID 19, Police Officers recognized and accepted their critical role protecting communities at increased personal risk to their health and that of their families; and

WHEREAS, in 1962, President John F. Kennedy signed a law designating May 15th as Peace Officers' Memorial Day and the week in which that day falls as National Police Week honoring law enforcement officers throughout our country who perform dangerous and often thankless duties; and

WHEREAS, During this time, we must be especially mindful to pay tribute to officers who have given their lives and made the ultimate sacrifice in the performance of those duties, as 61 officers have already done in 2020; and

WHEREAS, the outstanding officers of the Raymore Police Department are committed through oath and personal fidelity to provide dedicated service and protection for our community; and

WHEREAS, it is both important and proper that the citizens of Raymore recognize the tremendous duty and responsibility borne by our Police Officers not just during this special week, but all throughout the year.

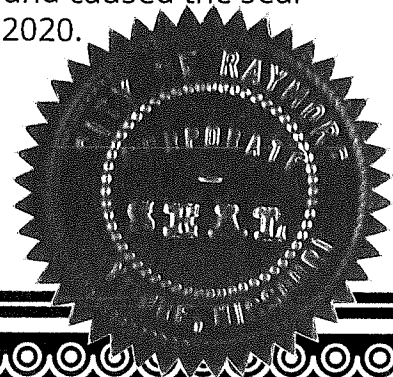
NOW THEREFORE, I, Kristofer P. Turnbow, Mayor of the City of Raymore, Missouri do hereby proclaim the week of May 10 through 16, 2020 as

NATIONAL POLICE WEEK

in the City of Raymore to honor 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 11th day of May, 2020.

Kristofer P. Turnbow, Mayor



PROCLAMATION

WHEREAS, public works infrastructure, facilities, and services are of vital importance to sustainable communities and to the health, safety, and well-being of the people of Raymore; and

WHEREAS, such facilities and services could not be provided without the dedicated efforts of public works professionals, engineers, managers, and employees from the State and local units of government and the private sector, who are responsible for and must plan, design, build, operate, and maintain the transportation, water supply, sewages, and refuse disposal systems, public buildings, and other structures and facilities essential to serve our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in the United States of America to gain knowledge of and to maintain an interest and understand the importance of public work and public works programs in their respective communities; and

WHEREAS, the year 2020 marks the 60th annual National Public Works Week sponsored by the American Public Works Association.

NOW THEREFORE, I, Kristofer P. Turnbow, Mayor of the City of Raymore, Missouri, do hereby proclaim the week of May 17th through 23th, 2019, as

NATIONAL PUBLIC WORKS WEEK

in the City of Raymore, Missouri, and urge all citizens to recognize the importance of our Public Works Department and the substantial contributions they make to our health, safety, and welfare.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Raymore to be affixed this 11th day of May, 2020.

Kristofer P. Turnbow, Mayor

