

AGENDA

Raymore City Council Regular Meeting Centerview – 227 Municipal Circle Monday, November 23, 2020

7:00 p.m.

- 1. Call to Order.
- 2. Roll Call.
- 3. Pledge of Allegiance.
- 4. Presentations/Awards.
- 5. Personal Appearances.
- 6. Staff Reports.
 - A. Public Works (pg 7)
 - B. Parks and Recreation (pg 9)
 - C. Communications Report
- 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, November 9, 2020 (pg 13)
- 9. Unfinished Business. Second Reading.
 - A. 33rd Amendment to the Unified Development Code

Reference: - Agenda Item Information Sheet (pg 25)

- Bill 3586 (pg 27)

- Staff Report (pg 37)

- Planning Commission Minutes Excerpt (pg 42)

The 33rd Amendment to the Unified Development Code proposes to incorporate changes discussed by the Planning and Zoning Commission as part of the annual review of the UDC.

- Planning and Zoning Commission, 10/20/2020: Approved 8-0
- City Council, 11/09/2020: Approved 8-0

B. Award of Contract - On-Call Engineering Technical Support Services

Reference: - Agenda Item Information Sheet (pg 43)

- Bill 3584 (pg 45)

- Contract (pg 47)

Staff is requesting approval to enter into a contract with Walter P. Moore and Associates for on-call Technical Support services.

• City Council, 11/09/2020: Approved 8-0

C. MARC Household Hazardous Waste Agreement

Reference: - Agenda Item Information (pg 71)

- Bill 3587 (pg 73)

- Agreement (pg 75)

Annually, the City participates in the Mid-America Regional Council (MARC) Household Hazardous Waste (HHW) program. The City's participation in this program allows residents to participate for free in several HHW drop-off events, including an event that annually alternates between Raymore and Belton and utilizes permanent collection facilities throughout the region.

• City Council, 11/09/2020: Approved 8-0

10. New Business. First Reading.

A. Award of Contract - On-call Erosion Control

Reference: - Agenda Item Information Sheet (pg 83)

- Bill 3589 (pg 85)

- Contract (pg 87)

City Code requires that contractors install, maintain and repair erosion control measures on their work sites. Occasionally conditions arise that require the City to repair the erosion control measures or clean mud off of streets on behalf of the contractor. The contract being submitted to Council for consideration provides for various erosion control services. The cost of the corrective measures are reimbursed from the funds the contractors have on deposit with the City.

B. <u>Award of Contract - Municipal Complex Stormwater Improvements & Plaza</u>

Reference: - Agenda Item Information Sheet (pg 121)

- Bill 3590 (pg 123)
- Contract (pg 125)

As part of the 2020 General Bond Election, voters approved converting the existing detention pond to underground storage and the construction of a gathering plaza on top of the storage facility. In its memo staff summarizes the bids received and recommends award to Infrastructure Solutions.

- **11. Public Comments.** Please identify yourself for the record and keep comments to a maximum of five minutes.
- 12. Mayor/Council Communication.
- 13. Adjournment.

Items provided under "Miscellaneous" in the Council Packet:

- City Council Work Session notes, 11/17/2020 (pg 167)
- Planning and Zoning Commission minutes, 10/20/2020 (pg 169)

EXECUTIVE SESSION (CLOSED MEETING)

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

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

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

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

Staff Reports



PUBLIC WORKS MONTHLY REPORT

November 2020

ENGINEERING DIVISION

Projects Under Construction

2020 Curb Replacement Harold Estates Sewer Extension N. Foxridge Drive SRTS Sidewalk FY 2020 Street Preservation Willowind Sewer Extension

Projects Under Design

Centerview Phase II Ward Road Reconstruction

Development Under Construction

- Van Trust (Dean Ave. extension)
- Lofts at Foxridge
- Compass Health
- Eastbrook at Creekmoor

OPERATIONS & MAINTENANCE DIVISION

- 9 Asphalt patches
- 141 City Hall Work Orders
- 11 Driveway Approach Inspections
- 19 Final ROW Inspections
- 522 Line Locates
- 7 Meter Replacements
- 204 Fire Hydrants Flushed
- 17 Potholes patched
- 500 Feet of Sewer Main Cameraed
- 20 Sewer Inspections
- 400 Feet of Sewer Main Jetted
- 99 Water Services Shut off for Non-payment
- 10 Sidewalk Inspections
- 24 Water Inspections
- 20 Water Taps
- 106 Service Requests Completed

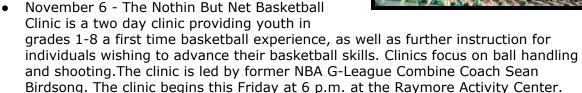


MONTHLY REPORT

November 2020

Week of November 2

- Centerview and the Raymore Activity Center transformed into public polling locations on Nov.
 Parks and Recreation and Public Works staff assisted with parking and general customer services as residents filled both facilities throughout the day on Tuesday casting their votes.
- Athletic Coordinator Todd Brennon hosted a basketball coaches meeting on Nov. 5. More than 280 players are registered for the season.



- The first session of Kindergarten Basketball began November 7 at 11:00am at the RAC. The session reached capacity at 25 players.
- Park Maintenance crews performed maintenance on the Depot at T.B. Hanna Station in preparation for the Ice Rink and the Mayor's Tree Lighting event in early December. Crews also took advantage of the great weather to plant tulip bulbs at City Hall.
- In addition to being a polling location for the election, Centerview also hosted a baby shower, an HOA meeting, breakfast event for the Ray-Pec Football team and a training for the City Management team.

Week of November 9

- The Missouri Department of Conservation stocked trout at Johnston Lake at Hawk Ridge Park.
- The Parks Maintenance crew began mowing the native areas and winterizing landscape beds. Staff also installed a bike rack at T.B. Hanna Station this week.
- Centerview hosted a local Girl Scout Troop meeting, an HOA meeting, a family celebration and a painting class.
- The RAC was packed this week with basketball practices, volleyball facility rentals and futsal.





- Councilmember Reginald Townsend was the host for the Veteran's Day Ceremony on Tuesday. We thank all of our Veterans for their service and sacrifices for our freedom!
- Athletic Coordinator Todd Brennon participated in the South Metro Coordinator's Meeting.
- Parks and Recreation Director Nathan Musteen and Recreation Superintendent Jimmy Gibbs attended the Missouri Parks and Recreation Association Region 1 meeting.
- The Parks and Recreation Board met this week in a work session. Discussion included live streaming, the Mayor's Tree Lighting event, project updates and the meeting calendar through the Holiday season.



Week of November 20

- Crews were on site at T.B. Hanna station working on the all-inclusive sprayground equipment.
- Park Maintenance staff and Recreation Superintendent Jimmy Gibbs assembled the Ice Rink under the Depot at T.B. Hanna Station. The Depot also had new railings installed.
- Recreation Staff continue to work on winter programs and the upcoming program guide.
- Centerview hosted the City Council work session, the Planning and Zoning meeting, a blood drive, the Jason's Deli Fundraiser for Shop with a Cop, the Tri-County Art league and a Medicare workshop.



Fifth Annual Raymore Christmas Tree Trail, T.B. Hanna Station.

Let's transform our park into a winter wonderland with trees decorated by some of our community's favorite businesses and organizations. New this year– individuals are invited to submit trees too! All you need is a tree, some lights and a little creativity. We will provide electricity at the park. We will officially light all of the trees on Friday, Dec. 4 at 6 p.m. at the Mayor's Tree Lighting ceremony. The submission deadline is Tuesday, Nov. 24, 5 p.m. Apply online: https://bit.ly/36mPNpN



Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION MONDAY, NOVEMBER 9, 2020 AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE, CIRCO, HOLMAN, JACOBSON, AND TOWNSEND, CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, CITY CLERK ERICA HILL, AND STAFF MEMBERS.

- **1. Call to Order.** Mayor Pro Tem Townsend called the meeting to order at 7:00 p.m.
- **2. Roll Call.** City Clerk Erica Hill called roll; quorum present to conduct business. Mayor Turnbow absent. Councilmember Holman joined the meeting at 7:01 p.m.
- 3. Pledge of Allegiance.
- 4. Presentations/Awards.

Raymore Arts Commission Chair Loren Jones reviewed recent and upcoming activities of the Commission.

- 5. Personal Appearances.
- 6. Staff Reports.

Development Services Director Jim Cadoret reviewed the staff report included in the Council packet. He announced upcoming Board of Adjustment and Planning Commission items. He answered general questions from the Council.

Chief of Police Jan Zimmerman reviewed safety and security measures in place on Election Day. Captain Roger Mayberry shared drone footage captured throughout the day. They answered general questions from the Council.

City Manager Jim Feuerborn announced the City has received the Distinguished Budget Presentation award for the 16th consecutive year. Purchasing Specialist Kim Quade has been recertified as a Certified Professional Public Buyer for another 5 years. He announced the November 16 work session will be a joint meeting between the Council and all boards and commissions for the presentation of the Comprehensive Plan initiative.

- 7. Committee Reports.
- 8. Consent Agenda.
- A. City Council regular meeting minutes, October 26, 2020
- B. Resolution 20-53: Acceptance of Public Improvements Brookside 10th Plat Lots 416-420 and Lots 382-386
- C. Resolution 20-59: Acceptance and Final Pay TB Hanna Site Work

- D. Resolution 20-60: Appointment of Jessica Berry to the Arts Commission
- E. Resolution 20-61: Re-appointment of Jerry Faulkner to the Planning and Zoning Commission
- F. Resolution 20-62: Re-appointment of Jeremy Mansur to the Planning and Zoning Commission

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

DISCUSSION: None

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. North Cass Plaza Final Plat

BILL 3581: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE NORTH CASS PLAZA FINAL PLAT, LOCATED IN SECTION 19, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Erica Hill conducted the second reading of Bill 3581 by title only.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3581 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	5	•

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

Mayor Pro Tem Townsend announced the motion carried and declared Bill 3581 as **Raymore City Ordinance 2020-063.**

B. General Obligation Series 2020 Bond Issue

BILL 3582: "AN ORDINANCE AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF \$8,990,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2020 OF THE CITY OF RAYMORE, MISSOURI, AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS BY THE CITY."

City Clerk Erica Hill conducted the second reading of Bill 3582 by title only.

City Manager Jim Feuerborn noted that the Council has been provided the final Ordinance that includes the final numbers from the bid sale this morning.

Sid Douglas, Special Bond Counsel, reviewed the actions surrounding the bid process and noted an interest rate of 2.15% was achieved. The principal amount of the bonds was \$8,990,000, the winning bidder proposed a premium of \$1,002,000. The net proceeds of the sale is \$9.8 million.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3582 by title only.

DISCUSSION: None

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

Mayor Pro Tem Townsend announced the motion carried and declared Bill 3582 as **Raymore City Ordinance 2020-064.**

C. Establishing a Stop Sign

BILL 3583: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ESTABLISHING A STOP SIGN WITHIN THE CITY LIMITS OF RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Erica Hill conducted the second reading of Bill 3583 by title only.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3583 by title only.

DISCUSSION: None

VOTE: Councilmember Abdelgawad Aye

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

Mayor Pro Tem Townsend announced the motion carried and declared Bill 3583 as **Raymore City Ordinance 2020-065.**

D. <u>Approval of Amended and Restated Employment Agreement - City</u> <u>Manager</u>

BILL 3585: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN EMPLOYMENT AGREEMENT WITH JIM FEUERBORN FOR THE SERVICES OF A CITY MANAGER, AUTHORIZING APPROVAL OF THIS ORDINANCE AND EXECUTION OF THE CONTRACT HEREIN FOR APPOINTMENT OF A CITY MANAGER FOR ORDERLY ADMINISTRATION OF THE LEGAL ADMINISTRATIVE AND CONTRACTUAL MATTERS OF THE CITY."

City Clerk Erica Hill conducted the second reading of Bill 3585 by title only.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3585 by title only.

DISCUSSION: None

VOTE: Councilmember Abdelgawad Aye

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

Mayor Pro Tem Townsend announced the motion carried and declared Bill 3585 as **Raymore City Ordinance 2020-066.**

- 7. New Business. First Readings.
- A. 33rd Amendment to the Unified Development Code (public hearing)

BILL 3586: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE UNIFIED DEVELOPMENT CODE."

City Clerk Erica Hill conducted the first reading of Bill 3586 by title only.

Mayor Pro Tem Townsend opened the public hearing at 7:35 p.m. and called for a staff report.

Development Services Director Jim Cadoret provided a review of the staff report included in the Council packet. He asked for the Growth Management Plan (GMP), Unified Development Code (UDC), notice of publication, and staff report to be entered into the record. In July 2020, the Planning and Zoning Commission completed its annual review of the Unified Development Code. Staff proposed 17 revisions to the UDC. At its Oct. 20 meeting, the Planning and Zoning Commission voted 8-0 to accept the proposed findings of fact and to forward the amendments to the Council with a recommendation of approval of the 17 revisions.

Mayor Pro Tem Townsend opened the public hearing for public comment, and hearing none closed the public hearing at 7:37 p.m.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3586 by title only.

DISCUSSION: Councilmember Holman asked how often the UDC is amended. Mr. Cadoret stated that the UDC is reviewed annually by the Planning Commission and changes are made as needed between the annual reviews.

VOTE:	Councilmember Abdelgawad	Aye
VOTE:	Councilmember Abdelgawad	Aye

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

B. Award of Contract - On-Call Engineering Technical Support Services

BILL 3584: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WALTER P. MOORE TO PROVIDE ON-CALL TECHNICAL SUPPORT SERVICES."

City Clerk Erica Hill conducted the first reading of Bill 3584 by title only.

Public Works Director Mike Krass reviewed the staff report included in the Council packet. The Public Works Department has an occasional need for Engineering technical support services. Staff will negotiate the scope of services required for a project on a case-by-case basis based on the fixed pricing as attached. Staff has reviewed the statement of qualifications submitted and recommends the City retain

the services of Walter P. Moore to provide on-call Technical Support Services for a three-year period.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3584 by title only.

DISCUSSION: None

VOTE: Councilmember Abdelgawad Aye

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

C. MARC Household Hazardous Waste Agreement

BILL 3587: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AN AGREEMENT WITH THE MID-AMERICA REGIONAL COUNCIL SOLID WASTE MANAGEMENT DISTRICT, RELATING TO THE REGIONAL HOUSEHOLD HAZARDOUS WASTE PROGRAM."

City Clerk Erica Hill conducted the first reading of Bill 3587 by title only.

Public Works Director Mike Krass reviewed the staff report included in the Council packet. The City participates annually in the Mid-America Regional Council (MARC) Solid Waste Management District Household Hazardous Waste (HHW) program. This program allows Raymore residents to participate in several HHW drop off events held throughout the metropolitan area including an event that alternates between Raymore and Belton. Residents also have access to several permanent HHW drop off locations throughout the metropolitan area that can be used year-round. MARC calculates the annual fee for this service based on a per capita rate of \$1.07 multiplied by the 2018 Census' estimated population for our community (21,784) based on this the fee for 2021 is \$23,308.88. He answered general questions from the Council.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3587 by title only.

DISCUSSION: None

VOTE: Councilmember Abdelgawad Aye

Councilmember Barber Aye
Councilmember Berendzen Aye
Councilmember Burke, III Aye
Councilmember Circo Aye

Councilmember Holman Ave Councilmember Jacobson Aye Councilmember Townsend Aye

D. <u>Award of Contract - Staffing Analysis</u> (Emergency Reading)

BILL 3588: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, **AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH** THE MEJORANDO GROUP, FOR A STAFFING ANALYSIS; AND AUTHORIZING THE MAYOR TO DECLARE THIS AS AN EMERGENCY."

City Clerk Erica Hill conducted the first reading of Bill 3588 by title only.

City Manager Jim Feuerborn reviewed the staff report included in the Council packet. With the continued growth of our community, staff is recommending a comprehensive staffing analysis to look at the City's current staffing levels, how we compare to other cities and how our staffing can continue to support future growth. The goal, as outlined by the City Council's Strategic Plan, is to ensure that the City can continue to provide high levels of customer service in the areas of Public Safety, Parks and Public Works. The City issued a request for qualifications and received responses from The Mejorando Group, Novak Consulting, MGT Consulting and The Matrix Group. Based on interviews, a thorough review of the proposals and input from department heads, staff is recommending the Mejorando Group for this study. This item is being submitted as an emergency reading so work can begin immediately.

Councilmember Abdelgawad noted that the company is located in Arizona and asked for clarification on the process. Mr. Feuerborn stated there will be site visits and noted the consultant if very familiar with the area as he grew up in the area and was previously a City Manager in a local city. He answered general questions of clarifications from Council.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3588 by title only.

DISCUSSION: None

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

Aye Councilmember Townsend Aye

Mayor Pro Tem Townsend declared Bill 3588 as an emergency and called for the second reading in its entirety.

City Clerk Erica Hill conducted the second reading of Bill 3588 in its entirety.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3588 in its entirety.

Mayor Pro Tem Townsend announced Raymore City Code Section 110.290, requires that public comment shall be heard on all Bills proposed for emergency readings. He opened the floor for public comment at 7:55 p.m. No comments were heard.

DISCUSSION: None

VOTE: Councilmember Abdelgawad Aye

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

Mayor Pro Tem Townsend announced the motion carried and declared Bill 3588 as **Raymore City Ordinance 2020-067.**

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

12. Mayor/Council Communication.

Mayor Pro Tem Townsend and Councilmembers thanked staff for their involvement in the Election Day processes, Mr. Jones for his Arts Commission report, the new and re-appointed appointed volunteers, and the citizens for voting, congratulated staff of the successful sale of the bonds and the Distinguished Budget Award, Mr. Feuerborn on his contract renewal, and Mrs. Quade's recertification.

Mayor Pro Tem Townsend noted the Veteran's Day celebration is tomorrow at City Hall.

13. Adjournment.

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

DISCUSSION: None

VOTE: Councilmember Abdelgawad Aye

Councilmember Barber Aye
Councilmember Berendzen Aye

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

The regular meeting of the Raymore Council adjourned at 8:08 p.m.

Respectfully submitted,

Erica Hill City Clerk

Unfinished Business



CITY OF RAYMORE AGENDA ITEM INFORMATION FORM

A	GENDA ITEM INI	UKWIA	TION FORM		
DATE: Nov. 9, 2020					
SUBMITTED BY: Jim C	adoret	DEPA	RTMENT: Devel	opme	nt Services
	Resolution		Presentation	X	Public Hearing
☐ Agreement [Discussion		Other		
	TITLE / ISS	UE / RE	EQUEST		
Bill 3586: 33rd Amendm	nent to the Unified	l Develo	pment Code		
;	STRATEGIC PLA	N GOA	L/STRATEGY		
2.1.4: Review and expar	nd strategies that	promote	e and enforce co	de re	quirements.
	FINANCI	AL IMP	ACT		
Award To:					
Amount of Request/Cor	ntract:				
Amount Budgeted:					
Funding Source/Accour	nt#:				
	PROJEC	Т ТІМЕІ	LINE		
Estimated Star	rt Date		Estimated	End [Date
	STAFF REC	OMME	NDATION		
	A	pproval			
OTHE	R BOARDS & CO	OMMISS	SIONS ASSIGNE	ED	
Name of Board or Con					
Date:	10/20/2				
Action/Vote:	Approv	/ed 8-0			
LIST OF	REFERENCE D	OCUMI	ENTS ATTACHE	D	
Staff Report					
Planning Commission	meeting minutes				
	REVIEV	VED BY			
	Jim Fe	uerborn			

BACKGROUND / JUSTIFICATION

In July of 2020 the Planning and Zoning Commission completed its annual review of the Unified Development Code. Staff proposed 17 revisions to the code.
At its Oct. 20 meeting the Commission recommended approval on all 17 of the revisions, which included (1) adopting sign regulations related to drive-thru menu boards; (2) amending code language regarding trash enclosures; and (3) establishing architectural design standards for multiple-family residential buildings.
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BILL 3586 ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE UNIFIED DEVELOPMENT CODE."

WHEREAS, the City Council of the City of Raymore, Missouri, adopted the Unified Development Code as Ordinance 28117 on December 8, 2008; and

WHEREAS, the Planning and Zoning Commission held a public hearing on the proposed 33rd Amendment to the Unified Development Code on October 20, 2020, and is forwarding the amendment to the Council with a recommendation of approval; and

WHEREAS, the Council held a public hearing on the proposed 33rd Amendment to the Unified Development Code on November 9, 2020 and has determined the amendment proposed would be in the best interest of the health, safety and welfare of the citizens of Raymore.

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

- <u>Section 1.</u> All instances in the Unified Development Code referring to the Community Development Director shall be changed to Development Services Director.
- <u>Section 2.</u> All instances in the Unified Development Code referring to the Community Development Department shall be changed to the Development Services Department.
- <u>Section 3.</u> Section 465.020C5 is repealed in its entirety and re-enacted as follows:

Section 465.020 Planning and Zoning Commission

C. Terms

5. A Commissioner shall be deemed to be neglecting their duty if they fail to attend three (3) consecutive regular scheduled meetings of the Commission or more than twenty-five percent (25%) of the Commission's regular scheduled meetings during any twelve (12) month period without being excused. The Commission may make a recommendation to the Mayor requesting the removal and replacement of a Commission member that is negligent in their duties for their remaining unexpired term as indicated in Article III. The Mayor may, with consent of the City Council, remove a member from the Commission for misconduct or neglect of duty.

Section 4. Section 480.030C3 is added as follows:

Section 480.030 Remedies and Enforcement Powers

- C. Revocation of Plans or Other Approvals
 - 3. When a violation of Code involves a failure to comply with a condition of approval of a Variance of Use, the Board of Adjustment may revoke the Variance of Use. The Development Services Director must provide notice to the person found to be in violation. The Board of Adjustment shall hold a public hearing prior to the revocation of any Variance of Use.

Section 5. Section 445.030I6 is amended as follows:

Section 445.030 Subdivision Design and Layout

- I. Streets
 - 6. Street Dimensions
 - a. All streets must conform to the following requirements contained in the City of Raymore Technical Specifications and Design Criteria Manual.

	Major Arterial	Minor Arterial	Major Collector	Minor Collector	Local	Cul-de- sac	Alley	P edestrian Way
Minimum right-of-way width (feet)	100	80	80	60	50	Per Design Manual²		
Maximum grade* (%)	6	6	6	8	10	15 (10 for turnarou nd only)	10	15
Minimum curve radius	500	250	250	200	150			
Minimum tangents between reverse curves (road centerline dimension, in feet)	100	100	100	100				

¹ Unless necessitated by exceptional terrain and subject to the approval of the Director of Public Works.

b. All changes in street grade shall be connected by vertical curves and be designed for safe stopping sight distance as determined by the project engineer. Wherever practical, street grades shall be established in such a manner to avoid excessive grading or promiscuous removal of ground cover and tree growth, and a general leveling of the terrain. Grades so established will reduce

Bill 3586

² See City of Raymore Technical Specifications and Design Criteria Manual for cul-de-sac design requirements

- hazards by maintaining adequate sight distance for classification of streets and design speeds.
- c. The developer may request a variance to the above curve and tangent requirements based on engineering considerations of topography, length of street, number of curves and other factors which may dictate a lesser radius. Such request may be approved by the Director of Public Works.
- 7. Standard Street Sections and Details

The City of Raymore Technical Specifications and Design Criteria Manual shall be used for future residential, minor collector and arterial streets, and major collector and arterial streets constructed within the City of Raymore. The following additional standards are also required.

d. Design for Persons with Disabilities

Access ramps for disabled persons must be installed whenever new curbing or sidewalks are constructed or reconstructed in the City of Raymore. Such ramps must conform to Americans with Disabilities Act (ADA) standards subject to review and approval by the Director of Public Works. These standards apply to any City street or connecting street for which curbs and sidewalks are required by this chapter, on which curb and sidewalk have been prescribed by the City Council or where sidewalks have been provided by the

e. Approval of Grades

developer.

Profiles of streets must be submitted to and approved by the Director of Public Works. Submittal information required for review of the preliminary plat must include preliminary street profiles. Final calculated street profiles will be required in submittal of construction plans required during review of the final plat.

f. Maximum and Minimum Grades

The grades of all streets may not be greater than the maximum grades for each classification as set forth in this section, except where topographical conditions unquestionably justify a departure from this maximum, as determined by the Director of Public Works. The minimum grade for all streets must be eight-tenths percent. The minimum grade must be at least one percent wherever possible.

Section 6. Section 440.030B1 is amended as follows:

Section 440.030 Fences

B. Agricultural and Rural Estate Districts

In agricultural and rural estate districts the following standards apply:

Туре	Maximum Height	Permitted Location
Privacy fences, walls or hedges	6 feet	on any portion of the lot, provided a minimum setback of 50 feet from all street right-of-way lines is maintained
Chain link fences	6 feet	on any portion of the lot
Decorative fences	6 feet	on any portion of the lot
Barbed wire	n/a	on any portion of the lot
Electric fences (above ground)	n/a	on any portion of the lot

Section 7. Section 470.130F is amended as follows:

Section 470.130 Final Plat

- F. Recording of the Final Plat
- 2. Within 15 days of recordation of the final plat, tThe subdivider must submit one copy a minimum of three copies of the recorded final plat, of which two will be paper prints and one will be opaque linen or mylar prints, to the Community Development Services Director, along with a recorded copy of the development agreement, declaration of covenants and restrictions and articles of incorporation establishing a property owners association if required by this Code. No building permit shall be issued until the required copies copy of the recorded final plat and development agreement are submitted to the Community Development Services Director.

Section 8. Section 435.070F2 is amended as follows:

Section 435.070 Temporary Event Signs

- F. Duration
- 2. Real Estate/Tenant Space Sale or Lease. Initiation upon the actual availability of the parcel or tenant space for sale or lease, and termination upon execution and acceptance of a final contract for transfer of ownership of the real estate transaction or occupancy of the new tenant.

Section 9. Section 420.050B4 is amended as follows:

Section 420.050 Accessory Uses and Structures

- B. Outdoor Swimming Pools, Spas and Hot Tubs
- 4. A swimming pool, spa or hot tub may be located anywhere on a premise must be located at least 5 (five) feet from the property line, and may not be located except in the required front yard or within any easement, provided that the pump and filter installations are located no closer than five feet to any property line.

Section 10. Section 435.060G2 is amended as follows:

Section 435.060 Additional Standards for Specific Sign Types

- G. Incidental Signs
- 2. An incidental sign that is used for ordering products, such as a drive-thru menu board, shall not exceed 16 square feet in area or eight feet in height comply with Section 435.060I.

Section 11. Section 435,060I should be added as follows:

- I. Drive Thru Menu Boards
 - 1. Location of the sign shall be included with development or site plans.
 - 2. Sign cannot be located between the building and the right-of-way line of any arterial road.
 - 3. Restaurants providing drive-thru but not curbside service may have no more than 2 (two) menu boards per drive-thru lane, not to exceed eight feet in height and 42 square feet in total size per menu board.
 - 4. Restaurants providing curbside service may have no more than one menu board per bay not to exceed six square feet per sign face for each menu board.
 - 5. Electronic menu boards are limited to changing 3 times per day maximum.

Section 12. Section 430.110A is amended as follows:

Section 430.110 Trash and Recycling Receptacle Screening

- A. All outdoor trash receptacles, recycling receptacles, garbage areas, grease traps and trash compactors for nonresidential uses must be permanently screened from view as follows:
 - 1. all screens must match the primary color and material of the structure served; if EIFS or wood is the primary material utilized on a building, the bottom 3 feet of the enclosure shall be constructed of brick, stone or other similar material.
 - 2. doors accessing storage areas must be steel or vinyl and remain closed at all times when not being accessed.; and
 - 3. chain link and slat screening is only allowed in industrial zones.
 - 4. The Planning and Zoning Commission may, as part of a site plan approval, allow landscaping to be substituted for masonry material.
- B. No receptacle may be located in a required front or side yard. If the site plan does not afford any other option the Planning and Zoning Commission may, as part of site plan approval, allow a receptacle in the front yard or side yard area.
- C. Temporary trash receptacles, or recycling receptacles for public use, are not required to comply with this section and shall comply with the requirements of Section 420.060I.
- D. All waste disposal, recycling receptacles, grease traps, trash compactors, etc. shall be maintained in safe, structurally sound conditions, and present a uniform appearance so as not to constitute a hazard, blight or condition of disrepair. This includes missing slats, missing gates, broken, damaged, peeling or cracking paint, rust, graffiti, or removed material.
- E. Should commercial areas determine the need for shared disposal among adjoining lots to improve operational efficiency and convenience, the following is required:
 - 1. the enclosure must meet waste storage and disposal requirements of each participant.

 a permanent access and use easement to ensure ongoing joint availability and establish responsibility of maintenance of the area shall be recorded with the plat and thus County.

Section 13. Section 420.010A4 is amended as follows:

- A. Single-Family Attached and Multiple-Family Buildings
- 4. Building Design
 Attached single-family and multiple-family dwellings must:
 - a. be designed with windows and/or doors on all building facades that face a street to avoid the appearance of blank walls; and
 - b. be designed with garage doors or carports facing an alley, where there is an alley serving the site, or facing an interior driveway, whenever possible. Where attached garages face a public street, they may not extend more than five feet beyond the street-facing façade.
 - c. Any portion of the building that is within 100 feet of a less intense zoning district, may not exceed 125% of the maximum height permitted in the less-intense zoning district.
 - d. Four-sided design, including entryways, windows and consistent materials along with architectural details shall be utilized on all elevations to add diversity and visual character to the building(s).
 - e. Front entrance features shall include pedestrian-scale design elements. This includes: side lights or transom windows, architectural ornamentation or single-story roofs or canopies that are then integral to the overall architectural design of the building.
 - f. Variety in exterior materials is encouraged. Composition of entirely one material is prohibited. A brick, stone or similar material base is required up to at least three (3) feet of the front building facade.
 - g. Prohibited building materials include:
 - (1) plywood sheathing, including oriented strand board (OSB) and CDX plywood. [Fiber cement siding, T1-11 plywood, LP Smartsiding, and similar materials are allowed]
 - (2) painted CMU
 - (3) corrugated metal
 - (4) painted metal
 - (5) wood shake roofing material

(6) plastic awning material

h. Roof Mounted Equipment, including ventilators and satellite dishes, shall be completely screened from view using parapet walls at the same height as the equipment. Screening shall be of the same materials and design as the larger building to maintain a unified appearance.

Section 14. Section 440.010C1 is amended as follows:

- C. Building Materials
- 1. Masonry Construction
 A minimum of 50 percent of front and side façades shall consist of materials described by this sub-section.
 - a. Masonry construction shall include all masonry construction which is composed of solid, cavity, faced or veneered-wall construction, or similar materials approved by the Planning and Zoning Commission.
 - b. Stone materials used for masonry construction may consist of granite, sandstone, slate, limestone, marble or other hard and durable all-weather stone. Ashlar, cut stone and dimensioned stone construction techniques are acceptable.
 - c. Brick material used for masonry construction shall be composed of hard-fired (kiln-fired), all weather common brick or other all-weather common brick or all-weather-facing brick.
 - d. Concrete finish or precast concrete panel (tilt wall) construction shall be exposed or aggregate, hammered, sandblasted or other finish as approved by the Planning and Zoning Commission.
 - e. Stucco or approved gypsum concrete/plaster materials are also permitted.
 - f. if EIFS or wood is the primary material utilized on a building, the bottom 3 feet of the building shall be constructed of brick, stone or other similar material.

Section 15. Section 485.010 is amended as follows:

Section 485.010 General Definitions

For the purpose of the Unified Development Code, certain terms or words used herein are defined as follows, unless the context clearly indicates otherwise.

Term	Definition
EIFS	Exterior Insulation and Finish Systems is a non load-bearing, exterior wall system. For the purposes of this Code, EIFS shall be considered a masonry material.

Section 16. Section 440.030 is amended as follows:

Section 440.030: Fences

A. General Standards

4. Materials

a. Privacy Fences

Materials allowed for construction of a privacy fence include wood (maximum board width of twelve inches), vinyl, or similar material. In commercial and industrial districts, privacy fences shall not be constructed of wood.

- b. Decorative Fences
 Materials allowed for construction of a decorative fence include wood, vinyl, galvanized or wrought iron, or similar materials.
- c. Chain Link Fences

 Slats shall not be woven through or attached to a chain link fence in any commercial zoning district.

Section 17. Section 475.030 is amended by the addition of the following language:

Section 475.030 Provisions of General Applicability

H. Creation of Non-Conformity

The subdivision of land shall not create any non-conforming lot, building or structure, or component of use.

- <u>Section 18.</u> This Ordinance shall be known as the 33rd Amendment to the Unified Development Code.
- <u>Section 19.</u> <u>Effective Date</u>. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Bill 3586

Section 20. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 9TH DAY OF NOVEMBER, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF NOVEMBER, 2020 BY THE FOLLOWING VOTE:

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

ATTEST:	APPROVE:
Erica Hill, City Clerk	Kristofer P. Turnbow, Mayo
	 Date of Signature



To: City Council

From: Planning and Zoning Commission

Date: November 9, 2020

Re: Case #20015: 33rd Amendment to the UDC – Misc. Items

GENERAL INFORMATION

Applicant: City of Raymore

Requested Action: 33rd Amendment to the Unified Development Code – Misc. Items

from Annual Review of the UDC

Advertisement: October 2, 2020 Journal Newspaper

October 22, 2020 Journal Newspaper

Public Hearing: October 20, 2020 Planning and Zoning Commission

November 9, 2020 City Council

Items of Record: Exhibit 1. Growth Management Plan

Exhibit 2. Unified Development Code

Exhibit 3. Notice of Publication

Exhibit 4. Staff Report

TEXT AMENDMENT REQUIREMENTS

Chapter 470: Development Review Procedures outlines the applicable requirements for amending the text of the Unified Development Code.

Section 470.020 (B) states:

"...text amendments may be initiated by the City Council or the Planning and Zoning Commission".

Section 470.020 (F) requires that a public hearing be held by the Planning and Zoning Commission and the City Council.

Section 470.020 (G) (2) states:

"In its deliberation of a request, the Planning and Zoning Commission and City Council must make findings of fact taking into consideration the following:"

- 1. whether such change is consistent with the intent and purpose of the Unified Development Code and plans adopted by the City of Raymore.
- 2. whether the proposed text amendment corrects an error or inconsistency in the code;
- 3. the areas which are most likely to be directly affected by such change and in what way they will be affected;
- 4. whether the proposed amendment is made necessary because of changed or changing conditions in the areas and/or zoning districts affected by it; and
- 5. whether the proposed text amendment is in the best interests of the City as a whole.

STAFF COMMENTS

- 1. The 33rd Amendment to the Unified Development Code (UDC) is the result of discussions held by the Planning and Zoning Commission after completing its 2019 annual review of the UDC. At its July 7, 2020 meeting the Commission discussed the results of research completed by City staff on several topics and directed staff to submit the UDC revisions proposed in the 33rd amendment.
- 2. The 33rd amendment consists of seventeen (17) separate revisions proposed to the UDC. The amendments are listed in the proposed ordinance as follows:
 - Section 1: Change all instances of "Community Development Director" to "Development Services Director".
 - Section 2. Change all instances of "Community Development Department" to "Development Services Department".
 - Section 3. Wording in UDC proposed to be consistent with amendment to the Rules of Procedure adopted by the Commission on February 18, 2020.
 - Section 4. Wording added to ensure that all conditions of approval for a property owner under a variance of use are complied with.
 - Section 5. Delete street design requirements from UDC and reference that the requirements are contained within the City Technical Specifications and Design Criteria Manual.

UDC 33rd Amendment November 9, 2020 2

- Section 6. Establish the same fence requirements for lots zoned Rural Estate as exists for Agricultural, rather than requiring the RE zoned properties to comply with the fence requirements applicable to small subdivision lots.
- Section 7. UDC already requires the final plat to be recorded within 1 year of the date the plat was approved. No need to require a copy of the recorded plat to be submitted within 15 days. Only need to have a copy of the recorded plat prior to the issuance of the 1st building permit in the subdivision phase.
- Section 8. Clarification that the temporary sign requirements apply to individual tenant spaces.
- Section 9. Wording clarifies and aligns with Section 410.030B1 table that states "swimming pools and bathhouses, setback at least 5 feet from the side or rear property line".
- Section 10. Eliminates limitation of 16 square feet for a menu board sign and replaces it with reference to new section on drive-thru menu boards.
- Section 11. Establishes new code section on drive-thru menu boards and increases maximum size of the menu board to 42 square feet.
- Section 12. Modifies requirements for construction of trash and recycling receptacles on new developments. Allows for shared use of receptacles.
- Section 13. Establishes architectural design elements into multi-family housing so as to avoid large blank facades, as well as work to distinguish multi-family housing from commercial property while maintaining design elements of residential character.
- Section 14. Modifies wording to require the bottom 3 feet of commercial buildings to be constructed of brick, stone or other similar material if EIFS or wood is the primary building material utilized on a building.
- Section 15. Provides for a definition of EIFS (Exterior Insulation and Finish System).
- Section 16. Adds requirement that slats shall not be woven through or attached

to a chain link fence in any commercial zoning district.

Section 17. Clarifies that no subdivision of land can occur that creates a non-conforming lot, building or structure, or component of use.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

Under Section 470.020 of the Unified Development Code, the Planning and Zoning Commission is directed concerning its actions in dealing with a request to amend the text of the Unified Development Code. Under 470.020 (G) (2) the Planning and Zoning Commission is directed to make findings of fact taking into consideration the following:

1. whether such change is consistent with the intent and purpose of the Unified Development Code and plans adopted by the City of Raymore;

Each of the proposed amendments are consistent with the identified purpose and intent of Section 400.040 of the Unified Development Code and with the Growth Management Plan.

2. whether the proposed text amendment corrects an error or inconsistency in the code;

The proposed sections of the ordinance do not correct an error or inconsistency.

3. the areas which are most likely to be directly affected by such change and in what way they will be affected;

The changes would affect properties throughout the City.

4. whether the proposed amendment is made necessary because of changed or changing conditions in the areas and/or zoning districts affected by it; and

The proposed amendments are generally not made necessary because of changed or changing conditions in the zoning districts. The amendments are proposed to clarify language in the code.

5. whether the proposed text amendment is in the best interests of the City as a whole.

UDC 33rd Amendment November 9, 2020 4

The proposed amendments are intended to better clarify language in the code which would be in the best interests of the City as a whole.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u> <u>Planning Commission</u> <u>City Council 1st</u> <u>City Council 2nd</u> Public Hearing October 20, 2020 November 9, 2020 November 23, 2020

STAFF RECOMMENDATION

Staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #20015, 33rd amendment to the UDC, to the City Council with a recommendation of approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its October 20, 2020 meeting, voted 8-0 to accept the staff proposed findings of fact and forward Case #20015, 33rd amendment to the UDC, to the City Council with a recommendation of approval, subject to the following condition:

1. That corrections as noted in Section 10 of the proposed ordinance be made.

UDC 33rd Amendment November 9, 2020 5

Planning and Zoning Commission

Meeting Minutes Excerpt October 20, 2020

7. New Business -

c. Case #20015 - UDC 33rd Amendment (public hearing)

Public hearing opened at 7:21 pm.

Katie Jardieu, City Planner, presented the staff report identifying the 17 items that were being changed and/or added.

Ms. Jardieu stated that staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward case #20015 - UDC 33rd Amendment to the City Council with a recommendation of approval.

Chairman Faulkner provided an opportunity for any public present to speak, seeing none the public hearing was closed at 7:26 pm.

Commissioner Bowie asked for clarification on what was discussed for unexcused as opposed to excused absences. Ms. Jardieu stated that the discussion led to any notification of an absence made is excused. However, if a commissioner was sick and unable to notify staff that they are ill and need to miss multiple meetings that staff would still consider that excused. Ultimately it would be up to the Mayor to decide and bring unexcused absences to the Commissioners attention.

Commissioner Fizer asked for clarification on the prohibited building materials listed in Section 13. Ms. Jardieu stated that it was felt these materials were not as hardy and did not age as well as more substantial materials. Commissioner Fizer stated she was always looking for innovative building design and felt corrugated or painted metal might be acceptable. Ms. Jardieu stated, in her experience people have wrapped metal in a type of vinyl or material for a wood grain look and that would not necessarily fall under the prohibited materials.

Motion by Commissioner Bowie, Seconded by Commissioner Wiggins, to accept staff proposed findings of fact of case #20015 UDC 33rd Amendment and forward to City Council with a recommendation of approval with noted corrections to Section 10.

Vote on Motion:

Chairman Faulkner Aye Commissioner Wiggins Aye Commissioner Bowie Aye Commissioner Acklin Aye Commissioner Fizer Aye Commissioner Petermann Aye Commissioner Urquilla Ave Commissioner Mansur Absent Mayor Turnbow Ave

Motion passed 8-0-0.



CITY OF RAYMORE AGENDA ITEM INFORMATION FORM

AGENDAT	TEM INFORMATION FORM
DATE: Nov. 9, 2020	
SUBMITTED BY: Mike Krass	DEPARTMENT: Public Works
	lution Presentation Public Hearing
	ussion
TIT	LE / ISSUE / REQUEST
Bill 3584 - On-Call Technical Sup	port Services
STRATE	GIC PLAN GOAL/STRATEGY
4.1 Provide Exceptional Service	
F	FINANCIAL IMPACT
Award To:	
Amount of Request/Contract:	
Amount Budgeted:	
Funding Source/Account#:	
P	PROJECT TIMELINE
Estimated Start Date	Estimated End Date
STA	FF RECOMMENDATION
	Approval
OTHER BOAR	DS & COMMISSIONS ASSIGNED
Name of Board or Commission:	:
Date:	
Action/Vote:	
LIST OF REFER	ENCE DOCUMENTS ATTACHED
Contract	
	REVIEWED BY:
	Jim Feuerborn

BACKGROUND / JUSTIFICATION

The City's Public Works Department has an occasional need for Engineering technical support services.

In accordance with the City's Purchasing Policy a Request for Qualifications was issued to Technical Services firms. Eight (8) firms submitted a response to our Request for Qualifications as follows:

Great River Engineering
CFS Engineers
SFS Architects
Wilson & Company
HDR
SE3, LLC
Walter P. Moore
BHC Rhodes

Staff will negotiate the scope of services required for a project on a case-by-case basis based on the fixed pricing as attached.

Staff has reviewed the statement of qualifications submitted and recommends the City retain the services of Walter P. Moore to provide on-call Technical Support Services for a three-year period.

BILL 3584 ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WALTER P. MOORE TO PROVIDE ON-CALL TECHNICAL SUPPORT SERVICES."

WHEREAS, the City has occasional needs for Engineering Technical Support services; and

WHEREAS, the staff publicly advertised for On-Call Technical Support Services; and

WHEREAS, staff reviewed the proposals submitted and found that the proposal of Walter P. Moore was the best of the proposals submitted.

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

- <u>Section 1</u>. The City Manager is hereby directed to enter into a guaranteed pricing contract with Walter P. Moore to provide On-Call Technical Support Services.
- <u>Section 2</u>. The City Manager and City Clerk are authorized to execute the contract hereto as Exhibit A for and on behalf of the City of Raymore.
- <u>Section 3</u>. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.
- <u>Section 4</u>. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 9TH DAY OF NOVEMBER, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF NOVEMBER, 2020, BY THE FOLLOWING VOTE:

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

ATTEST:	APPROVE:
Erica Hill, City Clerk	Kristofer P. Turnbow, Mayor
	Date of Signature

Bill 3584 2



CITY OF RAYMORE ON-CALL TECHNICAL SUPPORT SERVICES CONTRACT

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this <u>23rd day of November</u>, <u>2020</u> between <u>Walter P. Moore and Associates Inc.</u>, an entity organized and existing under the laws of the State of Missouri, with its principal office located at <u>1100 Walnut</u>, <u>Suite 1825</u>, <u>Kansas City</u>, <u>MO 64106</u>, hereafter referred to as the **Consultant**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations, or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors, and assigns of the parties hereto.

In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal, they will be resolved in accordance with the terms of this contract.

This contract is effective as of <u>November 23, 2020</u> and coincidental with the Mayor's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I

Consultant agrees to perform all work and provide all deliverables as specified in and according to Task Agreement and Scope of Services in **Appendix B, Attachment 1** and the General Terms and Conditions in **Appendix A** commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. The selected Consultant will complete work based upon individual task agreements. The actual scope of services will be finalized with the individual task agreement. Consultant agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms, and conditions as set forth within this On-Call Professional Services Contract including insurance and termination clauses as needed or required. The work as specified in Task Agreement and Scope of Services may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall begin upon Council approval and Mayor's signature. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

Contractor agrees to perform Technical Support Services as described herein. This contract is for services provided in a one year period beginning November 15, 2020 and ending November 14, 2021. This term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

ARTICLE IV CONTRACT PAYMENT

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

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

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

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

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

ARTICLE VI RESPONSIBILITIES

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

The Consultant's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Consultant), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Consultant. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Consultant shall agree upon such any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

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

Consultant will supervise and direct the work performed and shall be responsible for his employees. Consultant will also supervise and direct the work performed by Subconsultants and their employees and be responsible for the work performed by Subconsultants hired by the Consultant.

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

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

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

ARTICLE VII TERMINATION OF AGREEMENT

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

e-mail. If the Consultant fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Consultant ten (10) days written notice delivered via regular mail, certified mail, or e-mail.

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

ARTICLE VIII CONTRACT DISPUTES & MEDIATION

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third party attorney in good standing and licensed to practice law in Missouri, to mediate the issue. Mediation shall be non-binding unless a written settlement agreement is reached. Costs of mediation shall be split equally between the parties. Failure of the parties to reach a resolution in mediation shall be a prerequisite to filing suit or initiating further action to resolve the dispute. In all cases where work on the project is not complete, the Contractor agrees to carry on with the work and to maintain the progress schedule during any dispute under this Contract unless otherwise mutually agreed in writing by the parties.

ARTICLE IX WARRANTY

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

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

ARTICLE X AFFIDAVIT of WORK AUTHORIZATION

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

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

E-Verify is an example of a federal work authorization program. Acceptable enrollment and

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

ARTICLE XI ENTIRE AGREEMENT

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

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

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

(SEAL)

THE CITY OF RAYMORE, MISSOURI

By:	
	Feuerborn, City Manager
Attest:	
	Jean Woerner, City Clerk
(SEAL)	
WALTER P M	OORE AND ASSOCIATES, INC.
Ву:	
Title:	
Attest:	

APPENDIX A General Terms and Conditions

A. Procedures

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

B. Contract Period

Award of this contract is a 3-year period. Performance Appraisals of the Consultant shall be completed on an annual basis concurrently with negotiations of the **Attachment 3: Schedule of Hourly Rates and Expenses**. The Public Works Director is authorized to extend the Agreement for three (3) subsequent one-year periods. The total term of the agreement shall not exceed five (5) years.

C. Hold Harmless Clause

The Consultant shall during the term of the contract including any warranty period indemnify, defend, and hold harmless the City of Raymore, its officials, employees, agents, residents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Consultant or his employees or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

D. 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.

E. Employment Discrimination by Consultants Prohibited/Wages/Information

During the performance of a contract, the Consultant shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, that it is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient to meet this requirement.

The Consultant will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each Subconsultant or vendor used by the Consultant.

F. Invoicing and Payment

The Consultant shall submit invoices for services outlined above in the scope of services under **Appendix B: Attachment 1**.

G. Cancellation

The City of Raymore reserves the right to cancel and terminate this contract and/or task agreement in part or in whole without penalty upon thirty (30) days written notice to the Consultant. Any contract cancellation notice shall not relieve the Consultant of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

H. Contractual Disputes

The Consultant shall give written notice to the City of Raymore of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Raymore shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Consultant within thirty (30) days of receipt of the claim.

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

I. Severability

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

J. 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.

K. Drug/Crime Free Workplace

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

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

The Consultant further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Raymore in addition to any criminal penalties that may result from such conduct.

L. Inspection

At the conclusion of each job order, the Consultant shall demonstrate to the Public Works Director or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Consultant at the Consultant's sole expense prior to final acceptance of work, and normal warrantees shall be issued at point of final acceptance by the City of Raymore.

M. Escalation of Fees

The pricing of services contained in the contract for the selected Consultant shall remain in effect for one (1) year. During the yearly appraisal, the Consultant may submit new pricing for the next year.

N. Permits

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

O. 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.

P. Reiection 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.

Q. Affidavit of Work Authorization and Documentation:

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

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

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a

- valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security Verification Division.
- R. The Consultant shall deliver all work products to the City that may include but not limited to right-of-way easements, preliminary and final plans, surveys, as-builts, hydraulic modeling, stormwater design, AutoCAD Assistance, and project files without restriction or limitation of use.

APPENDIX B

On-Call Technical Support Services Contract Attachments

Attachment 1 – Generic Task Agreement

Attachment 2 – Professional Services Performance Appraisal

Attachment 3 – Schedule of Hourly Rates and Expenses

Attachment 4 – Affidavit of Work Authorization

				RAY		ORE						
				Task A	gre	ement						
				Co	ontrac	t:						
Ordinance or Resolution:			Task	Agreement No:				Funding Amo	dule of			
								Hourly Rates Purchase Ore		nses:		
Project Title:												
Contractor/Consultant (including	ng subs):				D	Division and Staff Pr	roject Ma	nager:				
Project Management Manual re	eviewed:				А	attachments (Gantt	Chart, et	:c.):				
PROJECT Scope (can be in the fo	orm of an	attachment):										
	Staff Sig	gnatures						Partner S	ignatures			
Director of Public Works: Mike Krass		City Manag Jim Feuerbo			Р	Project Manager:			Compan	ıy Princ	ipal (if different):	
Signature:		Signature:			Si	ignature:			Signature:			
Date:		Date:			D	ate:			Date:			
Project Type:	Design			Construction	I	Property Acquisition		Conceptua Problem S			Surveying	
Project Discipline(s):	Transpo	rtation		Planning		Water		Wastewat			Stormwater	
Report(s) Received:												
Work on File:												
This Task Agreement is subj			ns incl	uded in the On-Ca	ıll Pro	fessional Service	es Agreer	ment effect	ive on th	e	day of	

Attach scope of work, budget, and other supporting material.

Professional Services Performance Appraisal

The following is a summary of scope or work-related information and a list of values and performance measures that the City believes important to the relationship between community, staff, and consultants. These measures will be utilized annually to initiate discussion for improvement necessary to provide great service to the community. It may also be the basis for termination of existing contracts if deemed in the best interest of the City.

termination of exis	sting contracts if dee	emed in the best ir	nterest of the City.	
Consultant:			Date:	
What type of activ	ities was this consul	tant responsible fo	or? (circle all that apply)	
Design	Construction		Conceptual – Problem Solving	Surveying
Transportation	Planning	Water	Wastewater	Stormwater
On a scale of 1 – 5 Quality of work: Comments: Responsiveness: Comments:			and provide comments	for each.
Customer Service (Comments:	community):			
Communication: Comments:				
Cooperation with Comments:	Others:			
Creativity/Innovati	on:			
Overall Performan	<u>ce</u> :			

Schedule of Hourly Rates and Expenses

Attached.



Schedule RC1

BILLING RATE SCHEDULE

City of Raymore

On-Call Technical Support Services (RFQ Number 20-007)

Category	Rate
Senior Principal\$	310.00
Principal\$	260.00
Chief Hydrologist\$	225.00
Managing Director\$	225.00
Team Director\$	220.00
Senior Project Manager\$	225.00
Project Manager\$	175.00
Senior Engineer\$	180.00
Engineer\$	145.00
Graduate Engineer\$	125.00
Senior Transportation Planner\$	175.00
Transportation Planner\$	145.00
Graduate Transportation Planner\$	110.00
Senior Graphic Designer\$	125.00
Senior GIS Specialist\$	170.00
GIS Specialist\$	140.00
Senior Hydrologist\$	160.00
Hydrologist\$	120.00
Senior Designer\$	175.00
Designer\$	125.00
BIM Manager\$	175.00
CAD Manager\$	165.00
Senior CAD Technician\$	130.00
CAD Technician\$	95.00
Senior Field Representative\$	140.00
Field Representative\$	120.00
Engineering Intern\$	70.00
Project Accountant\$	125.00
Senior Administrative Assistant\$	125.00
Administrative Assistant\$	95.00

QUALIFICATION FORM A PROPOSAL VALIDITY AND COMMITMENT TO SIGN CONTRACT

(Company name) Walter that (Company name) Walter	P. Moore and Associates, In er P. Moore and Associates,	having authority to act on behalf on the half of the h
COMPANY NAME: Walter	P. Moore and Associates, In	nc.
ADDRESS: 1100 Walnut, S	uite 1825	
	Street	
ADDRESS: Kansas City	МО	64106
City	State	Zip
PHONE: 816.701.2110		
E-MAIL: DLBrown@walte	rpmoore.com	
SIGNATURE: Call. S.		September 3, 2020
Signature of C	Officer/Title	Date (Month-Day-Year)
SIGNATURE:		
Signature of C	Officer/Title	Date (Month-Day-Year)
Indicate Minority Ownershi Check One:	p Status of Bidder (for statisti	cal purposes only)
MBE (Minority Owne		
WBE (Women Owne Small Business	a Enterprise)	
CONTRACTOR STATE OF THE STATE O		

QUALIFICATION FORM B DISCLOSURES, LEGAL MATTERS, REQUIRED REPRESENTATIONS

Disclosures

The Consultant submitting this RFQ shall answer the following questions with regard to the past five (5) years. If any question is answered in the affirmative, the Consultant 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 Consultant been debarred, suspended, or otherwise prohibited from doing business with any federal, state, or local government agency or private enterprise?
	<u>X</u>
2.	Has the Consultant 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 Consultant defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded? Yes $\underline{\hspace{1cm}}$ No $\underline{\hspace{1cm}}$
4.	Has the Consultant been assessed or required to pay liquidated damages in connection with work performed on any project? Yes No \underline{X}
5.	Has the Consultant had any business or professional license, registration, certificate, or certification suspended or revoked? Yes $\underline{\hspace{1cm}}$ No $\underline{\hspace{1cm}}$
6.	Have any liens been filed against the Consultant as a result of its failure to pay Subcontractors, suppliers, or workers? Yes No _X
7.	Has the Consultant been denied bonding or insurance coverage or been discontinued by a surety or insurance company? Yes $\underline{\hspace{1cm}}$ No $\underline{\hspace{1cm}}$
8.	Has the Consultant 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? No X
	*With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.
9.	Has the Consultant or its owners, officers, directors, or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Consultant's business? Yes No X

10. Has the Consultant 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 Consultant in the past 48 months?

_____ Yes ____X No If yes, provide details in an attachment.

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

____ Yes __X_No __If yes, provide details in an attachment.

Required Representations

In submitting this RFQ, the Consultant understands that making the following representations are required as a condition of performing the contract work and receiving payment for the same.

- 1. The Consultant will possess all applicable professional and business licenses required for performing work in Raymore, Missouri.
- 2. The Consultant satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
- The Consultant and all Subconsultants that are employed or that may be employed in 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 Consultant 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 Consultant is responsible.
- 5. The Consultant represents that it has no conflicts of interests 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 Consultant represents the prices offered and other information submitted in connection with its proposal for the Contract Work were arrived at independently without consultation, communication, or agreement with any other offer or competitor.
- 7. The Consultant will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

QUALIFICATION FORM C EXPERIENCE/REFERENCES

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

- Consultant Name
- Mailing Address
- Contact Person
- Telephone Number
- · Project Name, Amount, and Date Completed

^{*}Please list any Municipalities that you have done work for in the past 48 months.

COMPANY NAME	City of Lee's Summit, Missouri		
ADDRESS	220 SE Green		
	Lee's Summit, MO 64063		
CONTACT PERSON	Kent Monter		
PHONE NUMBER	816.969.1229		
PROJECT, AMOUNT, AND DATE COMPLETED	On-Call for Development Engineering Review Services Completion Date: 2017 Construction Cost: N/A		

COMPANY NAME	City of Shawnee, Kansas
ADDRESS	11110 Johnson Drive
	Shawnee, KS 66203
CONTACT PERSON	Paul Lindstrom, PE
PHONE NUMBER	913.742.6234
PROJECT, AMOUNT, AND DATE COMPLETED	King Street from 59th Terrace and 60th Street Completion Date: 10/2019 Construction Cost: \$175,942

COMPANY NAME	City of Leawood, Kansas	
ADDRESS	4800 Town Center Drive	
	Leawood, KS 66211	
CONTACT PERSON	David Ley, PE	
PHONE NUMBER	913.663.9134	
PROJECT, AMOUNT, AND DATE COMPLETED	On-Call Contract Completion Date: Ongoing	Construction Cost: N/A

COMPANY NAME	City of Overland Park, Kansas			
ADDRESS	8500 Santa Fe Drive			
	Overland Park, KS 66212			
CONTACT PERSON	Jason Hussey, PE			
PHONE NUMBER	913.895.6007			
PROJECT, AMOUNT, AND DATE COMPLETED	2019 Neighborhood Street Reconstruction Program Completion Date: 11/2019 Construction Cost: \$6.3M			

COMPANY NAME	City of Olathe, Kansas	
ADDRESS	1385 S Robinson Drive	
	Olathe, KS 66061	
CONTACT PERSON	Austin Lamparter, PE	
PHONE NUMBER	913.971.9057	
PROJECT, AMOUNT, AND DATE COMPLETED	Lakehurst Neighborhood Street Improvements Completion Date: 12/2018 Construction Cost: \$1.6M	

COMPANY NAME	City of Lenexa, Kansas	
ADDRESS	17101 West 87th St Parkway	
	Lenexa, KS 66219	
CONTACT PERSON	Thomas Jacobs, PE, CFM	
PHONE NUMBER	913.477.7644	
PROJECT, AMOUNT, AND DATE COMPLETED	Lakeview Stormdrainage Analysis and Design Completion Date: 2020 Construction Cost: \$1.9M	

State the number of years in business: _8	9
State the current number of personnel o	1 staff: 740

AFFIDAVIT OF WORK AUTHORIZATION

(as required by Section 285.530, Revised Statutes of Missouri)

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,

- 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
- 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 Daniel Brown, PE, LEED AP. who, being duly sworn, states on his oath or affirmation as follows:

Name/Consul	tant: Daniel Brown, PE, LEED AP
Company: _V	Valter P. Moore and Associates, Inc.
Address: 110	00 Walnut, Suite 1825 / Kansas City, MO 64106

- 1 I am of sound mind and capable of signing this Affidavit and am personally acquainted with the facts stated herein.
- 2 Consultant 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.
- 3 Consultant 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 Consultant's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Company Name

ignature	rion		
ame: D	aniel Brown, PE, LEED	AP	
tle: Pr	rincipal		
bscribed	l and sworn to before me	this <u>3</u> day of _	September, 2020.
ATE OF _	Missouri	COUNTY OF _	Jackson
tary Pub	olic:	Ti.	and the second s
	2/1/2 D. C	ato A	TIFFANY D. CARTWRIGHT Notary Public, Notary Seal State of Missouri Jackson County
y Commi	ssion Expires:		Commission # 15634558 My Commission Expires 04-06-20

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

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





Company ID Number: 1199363

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR WEB SERVICES EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this Agreement are the Department of Homeland Security (DHS) and Walter P Moore and Associates, Inc. (Web Services Employer). The purpose of this agreement is to set forth terms and conditions which the Web Services Employer will follow while participating in E-Verify.

A Web Services Employer is an Employer who verifies employment authorization for its newly hired employees using a Web Services interface.

E-Verify is a program that electronically confirms a newly hired employee's authorization to work in the United States after completion of the Form I-9, Employment Eligibility Verification (Form I-9). This MOU explains certain features of the E-Verify program and describes specific responsibilities of the Web Services Employer, DHS, and the Social Security Administration (SSA).

For purposes of this MOU, the "E-Verify browser" refers to the website that provides direct access to the E-Verify system: https://e-verify.uscis.gov/emp/. You may access E-Verify directly free of charge via the E-Verify browser.

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). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

Before accessing E-Verify using Web Services access, the Web Services Employer must meet certain technical requirements. This will require the investment of significant amounts of resources and time. If the Web Services Employer is required to use E-Verify prior to completion and acceptance of its Web Services interface, then it must use the E-Verify browser until it is able to use its Web Services interface. The Web Services Employer must also maintain ongoing technical compatibility with E-Verify.

DHS accepts no liability relating to the Web Services Employer's development or maintenance of any Web Services access system.







Company ID Number: 1199363

may subject the Web Services Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Web Services Employer.

Approved by:

Web Services Employer		
Walter P Moore and Associates, Inc.		
Name (Please Type or Print) Michelle Perry	Title	
Signature Electronically Signed	Date 05/17/2017	
Department of Homeland Security – Verifica	tion Division	
Name (Please Type or Print)	Title	
Signature Electronically Signed	Date	



CITY OF RAYMORE AGENDA ITEM INFORMATION FORM

DATE: Nov. 9, 2020	
SUBMITTED BY: Mike Krass	DEPARTMENT: Public Works
	☐ Presentation ☐ Public Hearing
□ Agreement □ Discussion	☐ Other
TITLE / ISS	UE / REQUEST
Bill 3587 HHW Agreement with MARC So	lid Waste Management District
STRATEGIC PLA	N GOAL/STRATEGY
Goal 2.2.3 Value and protect natural resou	urces and green spaces
FINANCIA	AL IMPACT
Award To: MARC	
Amount of Request/Contract: \$23,308.88	3
Amount Budgeted: \$25,000	
Funding Source/Account#: Streets Op	erating Budget
PROJEC ⁻	ΓTIMELINE
Estimated Start Date	Estimated End Date
N/A	N/A
STAFF REC	OMMENDATION
A	oproval
OTHER BOARDS & CO	OMMISSIONS ASSIGNED
Name of Board or Commission:	
Date:	
Action/Vote:	
LIST OF REFERENCE D	OCUMENTS ATTACHED
Agreement	
Participating Cities	
MARC Letter of invitation	
REVIEW	/ED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The City participates annually in the Mid-America Regional Council (MARC) Solid Waste Management District Household Hazardous Waste (HHW) program. This program allows Raymore residents to participate in several HHW drop off events held throughout the metropolitan area including an event that alternates between Raymore and Belton. Residents also have access to several permanent HHW drop off locations throughout the metropolitan area that can be used year-round.

and Belton. Residents also have access to several permanent HHW drop off locations throughout the metropolitan area that can be used year-round.
MARC calculates the annual fee for this service based on a per capita rate of \$1.07 multiplied by the 2018 Census' estimated population for our community (21,784) based on this the fee for 2021 is \$23,308.88.

BILL 3587 ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AN AGREEMENT WITH THE MID-AMERICA REGIONAL COUNCIL SOLID WASTE MANAGEMENT DISTRICT, RELATING TO THE REGIONAL HOUSEHOLD HAZARDOUS WASTE PROGRAM."

WHEREAS, this Agreement is entered into pursuant to the Missouri Revised Statutes Section 70.210 et seq.; and

WHEREAS, Cass, Clay, Jackson, Platte and Ray counties and the City of Kansas City, Missouri, have formed the Mid-America Regional Council Solid Waste Management District (SWMD) pursuant to Section 260.300 through 260.345 of the Revised Statutes of Missouri (1986 & Cum. Supp. 1990) and the members of the SWMD include most cities within member counties; and

WHEREAS, the City of Raymore, Missouri, (sometimes referred to in this Agreement as the "Participating Member") intends to participate in the regional Household Hazardous Waste (HHW) Collection Program.

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

<u>Section 1</u>. The City Manager is authorized to execute an agreement (Exhibit A) with SWMD providing for the participation in the regional HHW program.

<u>Section 2</u>. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

<u>Section 3</u>. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 9TH DAY OF NOVEMBER, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF NOVEMBER, 2020, BY THE FOLLOWING VOTE:

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

ATTEST:	APPROVE:
Erica Hill, City Clerk	Kristofer P. Turnbow, Mayor
	 Date of Signature

2021

Intergovernmental Agreement between the MARC Solid Waste Management District and Raymore, Missouri relating to the Regional Household Hazardous Waste Collection Program

This Agreement is entered into pursuant to Missouri Revised Statutes Section 70.210 et sea.

Whereas, Cass, Clay, Jackson, Platte, and Ray Counties and the City of Kansas City have formed the MARC Solid Waste Management District (SWMD) pursuant to Sections 260.300 through 260.345 of the Revised Statues of Missouri (1986 & Cum. Supp. 1990) and the members of the SWMD include most cities within the member counties; and

Whereas the City of Kansas City, Missouri (Kansas City) operates a permanent Household Hazardous Waste facility located at 4707 Deramus, Kansas City, Missouri, and operates outreach sites for collection of Household Hazardous Waste (HHW) at various locations and on various dates; and

Whereas, the City of Lee's Summit, Missouri operates a permanent Household Hazardous Waste Facility located at 2101 SE Hamblen Road, Lee's Summit; and

Whereas, Kansas City and Lee's Summit have made these HHW collection facilities available for use by members of the SWMD and the SWMD, Kansas City and Lee's Summit have agreed to create a regional household hazardous waste program for the benefit of all members of the SWMD; and

Whereas Raymore, Missouri (sometimes referred to in this Agreement as the "Participating Member") intends to participate in the Regional HHW Collection Program;

Therefore, the SWMD and the Participating Member agree that participation in the Regional HHW Collection Program shall be on the following terms and conditions:

1 Definitions

Household Hazardous Waste (HHW) shall mean waste that would be classified as hazardous waste by 40 CFR 261.20 through 261.35 but that is exempt under 40 CFR 261.4 (b) (1) (made applicable in Missouri by 10 CSR 25-4.261) because it is generated by households. Examples include paint products, household cleaners, automotive fluids, pesticides, batteries, and similar materials. A determination of whether any material meets this definition shall be made by Kansas City.

II Effective Date

Raymore, Missouri agrees to participate in the Regional HHW Collection Program for a one-year period beginning on January 1, 2021.

III Termination

A. Budget Limitations. This Agreement and all obligations of the Participating Member and the SWMD arising therefrom shall be subject to any limitation imposed by budget law. The parties represent that they have within their respective budgets sufficient funds to discharge the obligations and duties assumed and sufficient funds for the purpose of maintaining this Agreement. This Agreement shall be deemed to terminate by operation of law on the date of expiration of funding.

B. Termination of regional program. If the regional household hazardous waste program is terminated prior to the expiration of this Agreement, the SWMD shall refund the amount paid by the participating member, less the cost of services provided prior to termination of the regional program. The cost of services shall be assessed at seventy-five dollars (\$75.00) for each vehicle belonging to a resident of the participating member that has been served prior to the termination of the program, not to exceed the amount paid by the participating member.

November 23, 2020 City Council Meeting Page 76 of 173

C. Each participating member will be required to notify the SWMD, Kansas City and Lee's Summit in writing of its intention to renew the annual agreement for the following year no later than December 15. In the event that notification is not provided in advance or the final decision is made to not rejoin the program for the upcoming year, the participating member is responsible for any costs incurred by Kansas City and/or Lee's Summit to serve residents after December 31. Kansas City and SWMD reserve the right to invoice the member city or county for any waste disposal costs incurred as a result of late notification.

IV Duties of Participating Member

- A. Fees. Raymore, Missouri agrees to pay the sum of \$23,308.88 to participate in the 2021 Regional HHW Collection Program for the period from January 1 to December 31. The program participation fee is based on a per capita rate of \$1.07 applied to 2018 U.S. Census Population Estimate figures as shown in Attachment One. The fee may be adjusted if a participating member has more current census data. At least one-half of this amount shall be paid within thirty (30) days upon receiving the district invoice Payment of any remaining balance shall be paid within the following six months.
- B. Payment. The Participating Member shall be obligated for payment of the amount shown in Paragraph IV(A) irrespective of the participation of its citizens, or of any actual expenses incurred by the SWMD, Kansas City, or Lee's Summit attributable to the Participating Member, except in the event of termination of the regional program, as reflected in III(B) above. Payment by the Participating Member of the agreed upon amount shall not be contingent upon renewal of this Agreement or renewal of the Agreement between the SWMD and Kansas City or Lee's Summit.
 - Annual Renewal. The agreement between the SWMD and the Participating Member will be subject to renewal each year. To assure community information is included in the printed promotional material, agreements will be due no later than February 1, 2021. No pro ration of fees is applicable under this agreement.
- C. Contact Person. The Participating Member agrees to notify the SWMD and Kansas City, on or before the date of this Agreement, of the name of an individual who will serve as its contact person with respect to the Regional HHW Collection Program.
- V Services Provided by the SWMD
- A. Permanent Collection Facilities. HHW collection services shall be provided by Kansas City and Lee's Summit pursuant to agreements entered into between the SWMD and Kansas City, and the SWMD and Lee's Summit. Pursuant to those agreements, residents of the Participating Member may deliver HHW, by appointment, if required, and during normal hours of operation, to the Kansas City permanent HHW facility and to the Lee's Summit permanent HHW facility.
- B. Outreach Collections. Pursuant to the agreement between the SWMD and Kansas City, Kansas City has also agreed to provide contractor services for the collection of HHW at outreach collection sites throughout the SWMD area. Residents of the Participating Member will be able to deliver HHW to outreach collection sites, the dates and locations of which will be negotiated by the SWMD and Kansas City. If, at the request of a Participating Member, an outreach collection is held within its boundaries, the Participating Member agrees that Kansas City or the contractor shall have overall control of the collection activities but the Participating Member shall provide the following:
 - adequate and safe sites with unobstructed public access;
 - access to restroom facilities and drinking water
 - adequate publicity of the date and location of the mobile collection;
 - a means for the collection, removal and disposal of any wastes that do not meet the definition of hazardous waste;
 - volunteers or workers to conduct traffic control, survey participating residents, stack latex paint and automotive batteries, and assist with non-hazardous waste removal and bulking of motor oil;

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- means of limiting the vehicles to a number negotiated by Kansas City and the SWMD (estimated to be either 200, 300, or 400 vehicles per outreach collection);
- a forklift and forklift operator available at the opening and closing of the event; and
- access to residents of any city or county that is also a participating member.

VI Reports

The SWMD will provide to the Participating Member quarterly reports on the operations of the Kansas City and Lee's Summit permanent facilities and on the operations of the outreach collections, based on information provided to the SWMD by Kansas City and Lee's Summit. The quarterly reports shall include the following information:

- Total number vehicles using each facility (permanent or mobile) on a quarterly basis;
- Number of vehicles from each participating member using the facility;
- · An end-of-the-year summary report including waste composition and disposition.
- Each program year the district will provide brochures which include facility hours of operation, mobile event schedule, and contact information

VII Insurance

A. Insurance. The SWMD agrees that, pursuant to the terms of its Agreement with Kansas City, Kansas City shall maintain liability insurance related to the outreach collection sites under which the community where the site is located shall be named as an additional insured.

VIII Legal Jurisdiction

Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the parties.

MARC Solid Waste Manage	ment District:	Participating Member:	
	Date:		Date :
Doug Wylie, Chair		Print Name	
		Print Title	



MARC Solid Waste Management District

Serving local governments in Cass, Clay, Jackson, Platte and Ray Counties and working cooperatively with Johnson, Leavenworth, Miami and Wyandotte Counties

Executive Board

Appointed:

Forest Decker
City of Kansas City

Jimmy Odom Cass County

Gene Owen Clay County

Brenda Franks Jackson County

Daniel Erickson Platte County

Bob King Ray County

Elected:

David Pavlich City of Kearney

Doug Wylie, Chair City of Parkville

Mike Jackson City of Independence

Chris Bussen City of Lee's Summit

Mike Larson City of Sugar Creek

David Gress City of Raymore

Matthew Wright, Vice Chair City of Blue Springs

Chris Hawkins City of Lake Lotawana

Ex Officio:

Lisa McDaniel, Planner Secretary/Treasurer October 13, 2020

Re: 2021 Regional Household Hazardous Waste (HHW) Program

The MARC Solid Waste Management District has administered the Regional HHW Collection Program for 24 years. We are pleased that this program continues to make possible the safe disposal of household hazardous waste for thousands of residents in our region.

Program membership provide residents access to two permanent facilities in Kansas City and Lee's Summit, and to multiple mobile collections.

Materials accepted for safe disposal include paint and paint-related products, automotive fluids, batteries, lawn and garden chemicals, housecleaners, fluorescent bulbs, and other items such as bug sprays and even nail polish!

The 2021 participation fee will be \$1.07 per capita and will be applied to 2018 population estimates. This is the exact same rate as 2020. A community cost list is attached to the agreement enclosed. The program is also supported with a grant from the Missouri Department of Natural Resources to assist with disposal costs.

If you are interested in providing this service to your residents in 2021, please return the signed agreement in the envelope provided by **Friday**, **December 11**, **2020**.

We look forward to serving your community. Please contact Nadja Karpilow at (816) 701-8226 if you have any questions. District staff is available to speak to your city council or county commissioners if further information is requested.

Sincerely,

Doug Wylie

Chair, MARC Solid Waste Management District



	Attachment 1	old Hazardous Waste Colle 2018	T	\$1.07
	Community		-	
1	Archie	Population Estimates		per capita
1	Belton	1,207	\$	1,291.4
2	A CONTRACTOR OF THE CONTRACTOR	23,598	\$	25,249.8
3	Blue Springs Buckner	55,104	\$	58,961.2
4		3,031	\$	3,243.1
5	Camden Point	546	\$	584.2
6	Claycomo Village	1,494	\$	1,598.5
7	Cleveland	663	\$	709.4
8	Dearborn	526	\$	562.8
9	Drexel	949	\$	1,015.4
10	Edgerton	606	\$	648.4
11	Excelsior Springs	11,646	\$	12,461.2
12	Ferrelview	801	\$	857.0
13	Garden City	1,635	\$	1,749.4
14	Gladstone	27,317	\$	29,229.1
15	Glenaire	581	\$	621.6
16	Grain Valley	14,277	\$	15,276.3
17	Grandview	24,962	\$	26,709.3
18	Greenwood	5,781	\$	6,185.6
19	Hardin	537	\$	574,5
20	Harrisonville	10,088	\$	10,794.1
21	Kearney	10,457	\$	11,188.9
22	Lake Lotawana	2,107	\$	2,254.4
23	Lake Tapawingo	721	\$	771.4
24	Lake Waukomis	927	\$	991.8
25	Lake Winnebago	1,187	\$	1,270.0
26	Lawson	2,399	\$	2,566.9
27	Liberty	31,779	\$	34,003.5
28	Loch Lloyd	768	\$	821.7
29	Lone Jack	1,306	\$	1,397.4
30	North Kansas City	4,529	\$	4,846.0
31	Oak Grove	8,182	\$	8,754.7
32	Orrick	803	\$	859.2
33	Parkville	6,949	\$	7,435.4
34	Peculiar	5,323	\$	5,695.6
35	Platte City	4,668	\$	4,994.7
36	Pleasant Hill	8,639	\$	9,243.7
37	Pleasant Valley	3,057	\$	3,270.9
38	Raymore	21,784	\$	23,308.8
39	Raytown	28,993	\$	31,022.5
40	Richmond	5,634	\$	6,028.3
41	Riverside	3,453	\$	3,694.7
42	Smithville	10,249	\$	10,966.4
43	Sugar Creek	3,277	\$	3,506.39
44	Weatherby Lake	2,037	\$	2,179.59
45	Weston	1,808	\$	1,934.50
46	Wood Heights	685	\$	732.95
47	Unincorporated Cass County	25,166	\$	26,927.62
48	Unincorporated Clay County	16,157	\$	17,287.99
49	Unincorporated Jackson Co.	23,018	\$	24,629.26
50	Unincorporated Platte County	29,159	\$	31,200.13
51	Unincorporated Ray County	11,440	\$	12,240.80

New Business



CITY OF RAYMORE AGENDA ITEM INFORMATION FORM

AGENDA I	TEM INFORMATION FORM
DATE: Nov. 23, 2020	
SUBMITTED BY: Mike Krass	DEPARTMENT: Public Works
	ution
□ Agreement □ Discu	ssion
TITI	LE / ISSUE / REQUEST
Bill 3589 - On-call Erosion Contro	l Services
STRATE	GIC PLAN GOAL/STRATEGY
Strategy 2.2.3: Value and protect	natural resources and green spaces
F	INANCIAL IMPACT
Award To: W	elch Silt Fence & Erosion Control LLC
Amount of Request/Contract:	
Amount Budgeted:	
Funding Source/Account#:	
Р	ROJECT TIMELINE
Estimated Start Date	Estimated End Date
N/A	N/A
STAI	FF RECOMMENDATION
	Approval
OTHER BOARD	DS & COMMISSIONS ASSIGNED
Name of Board or Commission:	
Date:	
Action/Vote:	
LIST OF REFERE	ENCE DOCUMENTS ATTACHED
Contract	
	REVIEWED BY:
	Jim Feuerborn

BACKGROUND / JUSTIFICATION

City Code requires contractors to install, maintain and repair erosion control measures on work sites. Occasionally conditions arise that require the City to repair the erosion control measures or clean mud off of streets on behalf of the contractor. The contract being submitted to Council for consideration provides for various erosion control services. The cost of the corrective measures are reimbursed from the funds the contractors have on deposit with the City.

Staff publicly advertised and bid a Request for Proposals for On-call Erosion Control services. Bids were opened publicly on Nov. 12, 2020, with one (1) submitted proposal. The table below summarizes the pricing received.

Welch Silt Fence

& Erosion Control LLC

Installation of Silt Fence \$1.25/linear foot
Installation of Inlet Protection \$75.00/inlet
Installation of Rock Check Dam \$32.00/ton

Removal and Replace 4" of Top Soil \$25.00/square yard Seed and Mulch \$0.30/square yard Removal of Silt Fence \$1.00/linear foot Removal of Inlet Protection \$55.00/inlet

Maintenance of Site \$85.00/work order

Mud Removal \$85.00/work order

Removal of Rock Check Dam \$110.00/hour

Mobilization \$100.00/day

Response time 4 hrs or less

Staff recommends approval of contract with Welch Silt Fence & Erosion Control, LLC for On-call Erosion Control Services.

BILL 3589 ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR AND CITY MANAGER TO ENTER INTO A GUARANTEED PRICING CONTRACT WITH WELCH SILT FENCE & EROSION CONTROL, LLC TO PROVIDE ON-CALL EROSION CONTROL SERVICES."

WHEREAS, the City has occasional needs for Erosion Control services; and

WHEREAS, the staff publicly advertised and bid for an On-Call Erosion Control service firm at guaranteed pricing; and

WHEREAS, the following bid was provided as follows:

	Welch Silt Fence & Erosion Control LLC
Installation of Silt Fence	\$1.25/linear foot
Installation of Inlet Protection	\$75.00/inlet
Installation of Rock Check Dam	\$32.00/ton
Removal and Replace 4" of TopSoil	\$25.00/square yard
Seed and Mulch	\$0.30/square yard
Removal of Silt Fence	\$1.00/linear foot
Removal of Inlet Protection	\$55.00/inlet
Maintenance of Site	\$85.00/work order
Mud Removal	\$85.00/work order
Removal of Rock Check Dam	\$110.00/hour
Mobilization	\$100.00/day
Response time	4 hrs or less

WHEREAS, Welch Silt Fence & Erosion Control, LLC. is the sole bidder.

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

<u>Section 1</u>. The City Manager is hereby directed and authorized to enter into a guaranteed pricing contract with Welch Silt Fence & Erosion Control, LLC to provide On Call Erosion Control services.

<u>Section 2</u>. The Mayor, City Manager and City Clerk are hereby authorized to execute the contract hereto as Exhibit A for and on behalf of the City of Raymore.

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

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

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

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 14TH DAY OF DECEMBER, 2020, BY THE FOLLOWING VOTE:

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

APPROVE:
Kristofer P. Turnbow, Mayor
Date of Signature



CITY OF RAYMORE CONTRACT FOR SERVICES

ON CALL EROSION CONTROL SERVICES

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 14th day of December, 2020, between Welch Silt Fence & Erosion Control, LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 3003 Cantrell Road, Harrisonville, MO 64701, 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 <u>December 14, 2020</u> 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 20-009 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

Contractor agrees to perform the <u>on-call erosion control</u> services as prescribed in the RFP document.

This contract is for services provided in a one year period beginning <u>January 1</u>, <u>2021</u> and ending <u>December 31</u>, <u>2021</u>. This term shall automatically renew for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

ARTICLE III CONTRACT SUM AND PAYMENT

The City agrees to pay the Contractor as outlined in Appendix B of this contract and subject to deductions provided for in Articles IV and VI.

The Contractor agrees to perform all work described in the Contract Documents.

ARTICLE IV CONTRACT PAYMENTS

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

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.

20-009 CONTRACT On Call Erosion Control Page 2 of 17

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, tool, 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 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 to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor 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.

SCHEDU	LE OF LIQUIDATED DAMA	GES
Original Cont	ract Amount	Charge Per
From More Than	To and Including	Calendar Day
(\$)	(\$)	(\$)
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 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 type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site 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 his employees. Contractor will also supervise and direct the work performed by

sub-contractors and their employees and be responsible for the work performed by sub-contractors hired by the contractor.

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 sub-contractors 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 sub-contractors 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 27). 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 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 e-mail.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

ARTICLE IX ARBITRATION

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

ARTICLE 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 2013 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 bid specifications.

ARTICLE XI REQUIRED SAFETY TRAINING

- A. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by 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 as required by Section 292.675, RSMo.
- B. 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.
- C. Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

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" and "C" 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.

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.

	-
Ву:	
Jin	n Feuerborn, City Manager
Attest:	
	ica Hill, City Clerk
(SEAL)	
WEI CH STI	T FENCE & EROSION CONTROL, LLC
WEEGH 512	T LINEL & LINESION CONTINUE, LLC
Ву:	
Title:	
THE	
Attest:	

THE CITY OF RAYMORE, MISSOURI

APPENDIX A SCOPE OF SERVICES AND SPECIAL PROVISIONS

On Call Erosion Control Services

1.0 SCOPE OF WORK:

The work under this contract consists of the following:

- 1. Installation of silt fencing. Cost per linear foot installed.
- 2. Installation of log waddles/straw wattles for inlet protection. Cost per inlet.
- 3. Installation of rock check dam. Cost per ton.
- 4. Removal of 4" of poor soil and replacement with 4" of pulverized topsoil. Cost per square yard.
- 5. Installation of seed and mulch. Cost per square yard.
- Removal of silt fencing once vegetation is established. Cost per linear foot of fencing removed. The City of Raymore will determine when the fencing can be removed.
- 7. Removal of inlet protection and clearing of any mud within 3' of the inlet. Cost per inlet.
- 8. Maintenance of site shall consist of repairs or removing debris at silt fencing and inlet protection. This would typically be within 24 to 48 hours after a ½" rain event. Cost per work order.
- 9. Localized mud removal/cleanup on city streets. The need for this service is a result of trucks/equipment entering/exiting muddy/soft construction sites.
- 10. Removal of rock check dam. Cost per hour.

All work shall be completed as described in each work order.

1.1 Project Award: Award of the project will be made based upon the lowest best most responsive proposal received for the bid schedules. Response time to begin each work order will also be a factor in the project award. The contractor shall take special consideration of the "Information for Bidder" section of the project contract documents in submitting their unit prices. The City of Raymore reserves the right to increase, reduce or delete any bid items after award of the contract.

2.0 SPECIAL PROVISIONS:

- 2.1 Temporary Seed and Mulch: shall be installed per Section 5107 and Section 2152 of the Kansas City Metropolitan Chapter of the American Public Works Association latest edition.
- 2.2 Silt fence and inlet protection: shall be per Section 2152 and Section 2153 of the Kansas City Metropolitan Chapter of the American Public Works Association latest edition.
- 2.3 Rock check dams: shall be constructed of 4" to 6" quarry rock.
- 2.4 Working Hours: No work shall start before 7:00 A.M. including maintenance of equipment. Work shall be completed no later than 7:00 p.m. unless expressly authorized in writing by the City Engineer. The City Engineer shall approve all work to be performed on Saturday, Sunday and on any holidays. All requests for doing such work shall be given 48 hours in advance.

3.0 ADDITIONAL REQUIREMENTS:

3.1 This is a **Tax Exempt Project**

4.0 PROTECTION OF PUBLIC & PRIVATE PROPERTY:

4.1 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 broken by the contractor shall be repaired according to the utility company's standards at the expense of the contractor.

CITY OF RAYMORE, MISSOURI RFP # 20-009

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). 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 December, 2020, with on-call services expected at various times from January 1, 2021 to December 31, 2021. Contract shall automatically renew for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

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

\$2,000,000 Each Occurrence \$2,000,000 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 vendor agrees that this clause shall include claims involving infringement of patent or copyright.

E. Exemption from Taxes

The City of Raymore is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax exempt status will be furnished 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 24 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.

Invoices shall be based on the following schedule:

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

K. Applicable Laws

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

L. Drug/Crime Free Work Place

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

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

The Bidder 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 warrantees 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

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 24). 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) if a worker 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).

O. Permits/Certificates

The successful 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 the amount equal to, or greater than, \$500 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 sixty (60) days after the date of opening of bids.

T. 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.

U. 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.

V. Affidavit of Work Authorization and Documentation:

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.

AFFIDAVIT

(as required by Section 285.530, Revised Statutes of Missouri)

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).

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

Name/Contractor: Welch Silt Fence & Frosion Control, LLC

Company: Welch Sit Jence - Erosin Cotrol uc Address: 3003 Cantrell Rel Harrisonial o NO 64701

- I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 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 # 20-009.
- 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	ne contracted services.
Welch Self Fence & Everion	3 And uc
Company Name	1.50
anille le la la	
Signature	
Name: Danielle Welch	
Title: Managing Alember	
STATE OF MISSOUY!	COUNTY OF MSS
Subscribed and sworn to before me this 12	day of November , 2020.
Notary Public: Lay Loch	TAYLOR GOUCHER
My Commission Expires: 010/02/2024	STARY PUBLIC-NOTARY SEAL STATE OF MISSOURI CASS COUNTY CAMPUSSION # 20289151 COMMISSION EXPIRES 6/2/202

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

- A valid, completed copy of the first page identifying the Contractor; and
- 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.

INSTRUCTIONS FOR RESPONDING TO RFP 20-009

Please Remit

- One (1) original signed unbound proposal -
- Two (2) copies of original signed proposal .

	PROPOSAL CHECKLIST TO INCLUDE WITH PACKET
/	Form A - Commitment to sign Agreements
/	Form B - Contractor Disclosures
/	Form C - Experience/References
/	Form D - Work Agreement
V	Form E - Proposal Pricing (Including unit prices, where required)
	Addenda, if applicable
/	E-Verify - Attach to original
/	Bid Bond (if required) - Attach to original
	Certificate Copies (if required) - Attach to original - See Appendix B Section Q

Total of three (3) proposals submitted

MUST BE RECEIVED BY: November 12, 2020 10:00 a.m.

PLEASE MARK YOUR SUBMITTAL "SEALED PROPOSAL 20-009" WITH YOUR COMPANY NAME PRINTED ON IT AND SUBMIT IT TO:

Kim Quade, CPPB
Purchasing Specialist
City of Raymore
100 Municipal Circle
Raymore, Missouri 64083

Any questions regarding this Request for Proposal shall be submitted to the Purchasing Specialist, Kim Quade, CPPB by email at Kquade@raymore.com or by phone at (816) 892-3045.

The Owner reserves the right to reject any or all proposals and to waive informalities or deficiencies therein. To negotiate with any or all bidders or others for more favorable terms or prices, and to award a contract to other than the bidder submitting the lowest cost bid proposal, with or without negotiation and to determine which is the lowest best and most responsive, to accept, at its option, any alternates and to approve the bond.

NO BID:

If not submitting a Proposal, respond by returning the attached "No Bid Response Form". Failure to submit either a Proposal or a **No Bid Response** may be cause for removal of the Respondent from the City of Raymore mailing list.

City of Raymore Kim Quade, CPPB 100 Municipal Circle Raymore, MO 64083 (816) 892-3045 Fax: 816-892-3093

E-Mail: Kquade@raymore.com

"NO BID RESPONSE FORM"

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A PROPOSAL RESPONSE

If you do not wish to respond to this proposal request, but would like to remain on the City of Raymore vendor list, please fill out this form and return to the Purchasing Specialist by e-mail or fax.

Salara Managara					
Company Name Address:					
elephone:					
Contact: Date:					
Reasons for not	submitting	g a propos	al respons	e:	
Reasons for not	submitting	g a propos	sal respons	e:	
Reasons for not	submitting	g a propos	sal respons	e:	

PROPOSAL FORM A RFP 20-009

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Daniele Welch having authority to act on behalf of (Company name) Welch Silf-tence Eropian Company (Company name) Welch Silf-tence Eropian Company (Company name) Welch Silf-tence Eropian (Company name) be bound by all terms, costs, and conditions of this proposal for a period 90 days from the date of submission; and commit to sign the Agreements.				
FIRM NAME: Welch Silt Fence & Frosion Control, UC				
ADDRESS: 3003 Cantrell Road				
ADDRESS: Harrisonville MO 64701				
PHONE: 916-651-7358				
E-MAIL: Danielle & Welcherosion control, com				
DATE: 11/11/2020 Lanuflolloll Managing Member Signature of Officer/Title				
DATE:				
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 20-009

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 other business with any federal, state or local gover enterprise?	wise prohibit nment agen Yes	ed from doing cy, or private No
2,	Has the Firm been denied prequalification, denotherwise declared ineligible to submit bids or federal, state or local government agency, or private	proposals for	work by any
3.	Has the Firm defaulted, been terminated for car complete any project that it was awarded?	use, or other Yes	wise failed to No
4.	Has the Firm been assessed or required to p connection with work performed on any project?	ay liquidated Yes	d damages in
5.	Has the Firm had any business or professional lice or certification suspended or revoked?	nse, registrat Yes	
6.	Have any liens been filed against the Firm as a subcontractors, suppliers, or workers?	result of its Yes	
7.	Has the Firm been denied bonding or insu discontinued by a surety or insurance company?	rance covera	age, or been
8.	Has the Firm been found in violation of any laws, contracting or antitrust laws, tax or licensing laws, environmental, health or safety laws?	including but aws, labor o Yes	not limited to r employment No
	*With respect to workplace safety laws, this sta federal or state safety law violations.	tement is lin	nited to willful
9.	Has the Firm or its owners, officers, directors or of any criminal indictment or criminal investigation the Firm's business?	managers be n concerning Yes	en the subject any aspect of No
10.	Has the Firm been the subject to any bankruptcy p	roceeding? Yes	No 🗸
On Ca	Il Erosion Control		

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.

- The Firm will possess all applicable professional and business licenses required for performing work in Raymore, Missouri.
- The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
- The Firm and all subcontractors that are employed or that may be employed in 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.
- The Firm represents that it has no conflicts of interests 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.
- 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.

 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 20-009

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
- Telephone Number
- · Project Name, Amount and Date completed

COMPANY NAME	Summit Custom Homes
ADDRESS	120 SE 30th St
	Wis Summit, MO 64082
CONTACT PERSON	Kule Jones
TELEPHONE NUMBER	816-246-6700
PROJECT, AMOUNT AND DATE COMPLETED	Housing + development, various location

COMPANY NAME	Spalding Excavating
ADDRESS	8417 Clint Drive
	Belton, MO 64012
CONTACT PERSON	Marc Cook
TELEPHONE NUMBER	816-318-9500
PROJECT, AMOUNT AND DATE COMPLETED	Lake Winnebago. On going.

COMPANY NAME	Redford construction Inc.
ADDRESS	17322 S. Stata Route 291
	PRASANT HILL, MO 64080
CONTACT PERSON	Thomas Hudgens
TELEPHONE NUMBER	816-540-2030
PROJECT, AMOUNT AND DATE COMPLETED	
COMPANY NAME	Hunt Midwest Real Estate Developmen
ADDRESS	8300 NE Underground Dr. #100
	Kansas Citu, MO 64161
CONTACT PERSON	
TELEPHONE NUMBER	816-455-2500
PROJECT, AMOUNT AND DATE COMPLETED	A 10 - 10 - 10 - 10 - 10 - 10 - 10 - 10
	O STORY J
COMPANY NAME	Berner Construction
ADDRESS	606 SE central Dr.
	Blue Springs, MO 64014
CONTACT PERSON	1100 61660
CONTACT PERSON TELEPHONE NUMBER	916-229-2266

State the current number of personnel on staff:

PROPOSAL FORM D

RFP 20-009

Proposal	of Welch Jilt tence & Evosion Control	Uorganized and
	(Company Name) under the law of the State of MISSOWI	, doing business
as LLC	(*)	

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. 20-009 - On Call Erosion Control.

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. 20-009 On-Call Erosion Control Services

Bid Items	Units	\$/Units
Installation of Silt Fence	LF	\$1.25
Installation of Inlet Protection	Per Inlet	\$ 75.00
Installation of Rock Check Dam	Ton	\$ 32.DO
Removal and Replace 4" of TopSoil	SY	825.00
Seed and Mulch	SY	\$.30\$
Removal of Silt Fence	LF	\$ 1.00
Removal of Inlet Protection	Per Inlet	\$ 55.00
Maintenance of site	Per Work Order	\$ 85.00 hr
Mud Removal	Per Work Order	\$ 85.001 hr.
Removal of rock check dam	Per Hour	\$ 110.00
Mobilization	Per Day	\$ 100.00

Response time to work order:	4 hours or less
contract please note below. I	l occur in subsequent years two and three of If no changes are noted prices will remain as contract is continued for subsequent years.

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

BID OF: Welch Gilt Fence + Evosion Control, LLC
(Firm Name)

DATE: November 1th, 2020

LATE BIDS CANNOT BE ACCEPTED!







Company ID Number: 234940

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE !

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Welch Silt Fence & Erosion Control, LLC (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

- 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.
- 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: 234940

Employer Welch Silt Fence & Erosion Control, LLC

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.

Danielle Welch
Name (Please Type of Print)

Electronically Signed
Signature

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type of Print)

Electronically Signed
Signature

08/02/2009
Cate



CITY OF RAYMORE AGENDA ITEM INFORMATION FORM

HGENDH HEMI	111 0141111011 1 01411	
DATE: Nov. 23, 2020		
SUBMITTED BY: Mike Krass	DEPARTMENT: Public Works	
	☐ Presentation ☐ Public Hearing	
□ Agreement □ Discussion	☐ Other	
TITLE / IS	SSUE / REQUEST	
Bill 3590 - Municipal Circle Stormwaterl	mprovements	
STRATEGIC P	LAN GOAL/STRATEGY	
2.2.3 Value and protect natural resource	es and green spaces.	
FINAN	CIAL IMPACT	
Award To: Infrastru	icture Solutions	
Amount of Request/Contract: \$366,09	7	
Amount Budgeted: \$500,00	0	
Funding Source/Account#: 2020 G.	O. Bond , FY 2017 Capital Budget	
PROJE	CT TIMELINE	
Estimated Start Date Estimated End Date		
January 2021	May 2021	
STAFF RECOMMENDATION		
	Approval	
OTHER BOARDS & (COMMISSIONS ASSIGNED	
Name of Board or Commission:		
Date:		
Action/Vote:		
LIST OF REFERENCE DOCUMENTS ATTACHED		
Contract		
REVIE	EWED BY:	
Jim F	euerborn	

BACKGROUND / JUSTIFICATION

This project will convert the existing detention pond on the south side of City Hall to an underground detention facility and create a manicured lawn gathering plaza, including concrete and paver walkways to connect City Hall to Centerview. This project was approved by the voters as part of the 2020 General Obligation Bond election.

Bids for this project were received on November 4, 2020, and summarized below:

Infrastructure Solutions	\$ 366,097.00
Redford Construction	\$ 389,131.00
Primetime Contracting Corp.	\$ 395,320.00
Tasco LLC	\$ 471,931.75
Pyramid Excavation & Construction	\$ 454,616.50
Breit Construction	\$ 519,879.00

Infrastructure Solution was determined to be the lowest and best bidder. Staff recommends awarding the project to Infrastructure Solutions.

BILL 3590 ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING CITY MANAGER TO **ENTER** INTO AN **AGREEMENT** THE INFRASTRUCTURE **SOLUTIONS FOR** THE MUNICIPAL COMPLEX STORMWATER DETENTION IMPROVEMENTS, CITY PROJECT NUMBER 20-266-202, IN THE AMOUNT OF \$366,097.00 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED **BUDGET CONSTRAINTS."**

WHEREAS, the Municipal Complex Stormwater Detention Improvements project was included in the 2020 General Obligation Bond Election; and

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

WHEREAS, bids for this project were received on November 4, 2020; and

WHEREAS, the following bids were provided as follows:

Infrastructure Solutions	\$ 366,097.00
Redford Construction	\$ 389,131.00
Primetime Contracting Corp.	\$ 395,320.00
Tasco LLC	\$ 471,931.75
Pyramid Excavation & Construction	\$ 454,616.50
Breit Construction	\$ 519,879.00

WHEREAS, Infrastructure Solutions 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:

- <u>Section 1</u>. The City Manager is hereby directed and authorized to enter into a negotiated contract in the amount of \$366,097 with Infrastructure Solutions, for the Municipal Detention Improvements project.
- <u>Section 2</u>. The Mayor, City Manager, and City Clerk are hereby authorized to execute the contract hereto as Exhibit A for and on behalf of the City of Raymore.
- <u>Section 3</u>. The City Manager is authorized to approve change orders for this project within established budget constraints.
- <u>Section 4</u>. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

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

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

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 14TH DAY OF DECEMBER, 2020, BY THE FOLLOWING VOTE:

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

ATTEST:	APPROVE:	
Erica Hill, City Clerk	Kristofer P Turnbow, Mayor	
	Date of Signature	



CITY OF RAYMORE CONTRACT FOR SERVICES

Municipal Detention Improvements

This Contract for <u>Municipal Detention Improvements</u>, hereafter referred to as the **Contract** is made this <u>14th</u> day of <u>December</u>, <u>2020</u>, between, <u>Infrastructure Solutions</u> an entity organized and existing under the laws of the State of <u>Kansas</u>, with its principal office located at <u>9801 Renner Blvd.</u>, <u>Lenexa</u>, <u>KS 66219</u>, 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 <u>December 14, 2020</u> 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 20-266-202 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 **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 \$366,097.00.

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
From More Than	To and Including	Calendar Day
(\$)	(\$)	(\$)
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 27) 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.

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.

By: Jim Feuerborn, City Manager Attest: Erica Hill, City Clerk (SEAL) INFRASTRUCTURE SOLUTIONS By: Title: Attest:

THE CITY OF RAYMORE, MISSOURI

APPENDIX A SCOPE OF SERVICES AND SPECIAL PROVISIONS

Municipal Detention Improvements

1. <u>ANTICIPATED SCOPE OF SERVICES:</u>

- Clearing out all vegetation and unsuitable materials from the City Hall detention basin.
- Installing an underground detention system: 546 linear feet of 96" diameter, 14 guage, aluminized, perforated, corrugated metal pipe in three segments. The system is designed to detain approximately 35,000 cu ft of stormwater between the pipe volume and the pore volume of the gravel backfill. A weir in the first segment is designed to capture sediment and debris from the first flush of a rain event. The detention system is to be connected to the two existing storm sewer pipes and the existing 15" outflow pipe.
- Alternate systems shown to detain an equal volume, provide water quality improvement similar to the weir and are compatible with the surface improvements will be considered. <u>Alternative systems must be submitted in accordance with Section 10.00 of the Raymore General Conditions.</u>
- Removing the existing control structure in the City basin.
- Installing two 5x4 and one 4x4 junction boxes.
- Filling in the City detention basin with 2130 tons of rock fill,
- Constructing a 627 sq ft brick paver patio.
- Constructing 2700 sq ft of concrete sidewalk.
- Constructing 280 linear feet of natural limestone block wall.
- Creating 1320 sq ft of planted gardens.
- Laying 2235 square yards of sod.

2. <u>SPECIFICATIONS WHICH APPLY</u>

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.

3. 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.

4. PROJECT COMPLETION AND SCHEDULE

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

5. **ENGINEER**

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

6. 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.

7. <u>MEASUREMENT AND PAYMENT</u>

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. Payment shall be made on the schedule enclosed in the bid documents.
- B. **Clearing, Grading & Demolition:** Clearing, Grading & Demolition will be considered a lump sum item for payment. The total lump sum cost for this item shall cover all labor, equipment and materials required to remove and dispose of all vegetation, debris, spoils and unsuitable materials from the project area.
- C. **Surveying and Staking:** Surveying and Staking will be considered a lump sum item for payment. The total lump sum cost for this item shall cover all labor, equipment and materials required to provide horizontal and vertical controls to complete the project to plan and specification. All staking and re-staking is the responsibility of the contractor.
- D. Utility Location and Reconnection: Utility Location and Reconnection will be considered a lump sum item for payment. The lump sum cost for this item shall include all labor, equipment and materials required to verify the location of subsurface utilities, marked or unmarked by the City or any utility locating service, to the extent required to construct the project as per plan. This lump sum cost shall also include reconnecting any utility cut or disconnected during the course of construction.
- E. Contech, 96" CMP Underground Detention System: Contech, 96" CMP Underground Detention System will be considered a lump sum item for payment. The lump sum cost for this item shall include all labor, equipment and materials (including the Contech filter fabric) to install the Contech detention system as described in the Scope of Services, plans and specifications. All risers, manhole caps, castings, connecting CMP, removal of flared end sections and detention structure, and all other work and materials associated with construction of the detention system are included in the Detention System line item.
- F. **Unclassified Excavation:** Unclassified Excavation shall be measured and paid for at the unit bid price per cubic yard. The unit bid price for this item shall include all labor, equipment and materials required to remove and dispose of all materials; soil, rock, debris, manmade or natural, required to install the detention system and the surface improvements as per plan. All unsuitable or unused materials will be removed from the site at the expense of the contractor. Unclassified Excavation shall be paid at the bid quantities except when: 1. errors are found in the original computations; 2. an original cross section is found to have an average deviation from true elevation in excess of 12 inches; 3. an authorized change in grade, slope or typical section; 4. an unauthorized deviation decreases the quantities on the plans; 5. quantities are determined by measurement as specified in Section 203.8 of the MoDOT Standard Specifications for Highway Construction.

- G. **Corrugated Metal Pipe (All Sizes):** Corrugated Metal Pipe (All Sizes) shall be measured and paid for at the unit bid price per linear foot. The unit bid price for this item shall include all labor, equipment and materials required to connect the CMP from the detention structure to the junction boxes.
- H. **Junction Boxes:** Junction Boxes shall be paid for at the unit bid price per each. The unit bid price for this item shall include all labor, equipment and materials required to procure and install pre-cast junction boxes, pe-cast solid (no manhole ring or cover) lids and to pour monolithic bases and inverts as per detail to plan location and elevation. All poured concrete is to be a KCMMB 4K mix and any adjustment to elevation or location required in the field shall be subsidiary to this line item.
- I. **Bedding Gravel:** Bedding Gravel shall be measured and paid for at the unit bid price per ton. The unit bid price for this item shall include all labor, equipment and materials to source, deliver, place and compact gravel to grade as per plan. Bedding gravel shall be well graded granular bedding material with a maximum particle size of 3" (see Contech Shop Drawings.)
- J. **Compacted Rock Fill:** Compacted Rockfill shall be measured and paid for at the unit bid price per ton. The unit bid price for this item shall include all labor, equipment and materials to source, deliver, place and compact rock fill to grade as per plan. Rock shall be ½" to 2 ½" diameter meeting the specifications of AASHTO M 145 A-1 or AASHTO M 43 3,4. Compaction testing is subsidiary to this line item.
- K. **4" Thick Sidewalk:** 4" Thick Sidewalk shall be paid for at the unit bid price per square foot. The unit price for this item shall include all necessary labor, equipment and materials, grading/excavation, formwork, protection from damage or vandalism, curing compound, formwork removal and backfilling to complete as per plan. Concrete shall be a KCMMB 4K mix.
- L. **ADA Ramp:** ADA Ramp shall be paid for at the unit bid price per each. The unit price shall include all necessary labor, equipment and materials required to construct a sidewalk ramp to current ADA standards utilizing Armorcast Wet Set Replaceable Panels at the location indicated on the plan.
- M. **Brick Pavers:** Brick Pavers shall be paid for at the unit bid price per square foot. The unit price shall include all labor, equipment and materials required to place pavers as per plan with bedding and backfill as per manufacturer's specifications. The concrete border as per detail is subsidiary to this line item.
- N. **Limestone Block Wall:** Limestone Block Wall shall be paid for at the unit bid price per linear foot. The unit price shall include all labor, equipment and materials required to place the limestone block wall to elevations and location as per plan.

- O. **Plantings:** Plantings shall be paid for at the unit bid price per square foot of live plants installed. The unit bid price shall include all labor, materials, and equipment required to furnish, install and maintain plants in a living condition during the contract period. Any plants that fail to survive during the contract period will be replaced at no additional cost.
- P. **Hardwood Mulch:** Hardwood Mulch shall be paid for at the unit bid price per cubic yard. The unit bid price shall include all labor, equipment and materials required for placement of the mulch as specified in the plans.
- Q. **Clean Fill:** Clean Fill shall be measured and paid for at the unit bid price per cubic yard. The unit price for this line item shall include all labor, equipment and material to source, deliver and place clean fill to 4 inches below final grade. Clean fill shall be paid for at the bid quantities except when: 1. errors are found in the original computations; 2. an original cross section is found to have an average deviation from true elevation in excess of 12 inches; 3. an authorized change in grade, slope or typical section; 4. an unauthorized deviation decreases the quantities on the plans; 5. quantities are determined by measurement as specified in Section 203.8 of the MoDOT Standard Specifications for Highway Construction.
- R. **Top Soil:** Top Soil shall be measured and paid for at the unit bid price per cubic yard. The unit price for this line item shall include all labor, equipment and materials to source, deliver and place topsoil to final grade as per plan. The suitability of the top soil shall be decided solely by the City and any material determined unsuitable shall be removed and disposed of by the Contractor at his expense.
- S. **Sod:** Sod shall be measured and paid for at the unit bid price per square yard. The unit bid price for this line item includes all labor, equipment and materials to restore any areas disturbed during construction and the areas marked "grass" on the plans.
- T. **Traffic Control:** Traffic Control shall be considered a lump sum item for payment. The unit bid price shall include all labor, equipment and materials required to direct and prevent traffic from entering the work area. Type III barricades, "detour" signs, "sidewalk closed" signs will be required but not to the exclusion of other devices. All devices shall meet current MUTCD standards Hand painted/homemade signs are not permitted.
- 8. <u>ADDITIONAL BIDDING INFORMATION</u>
- 8.1 8.4 Project is tax exempt.

CITY OF RAYMORE, MISSOURI RFP # 20-266-202

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 December, 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 27 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 warrantees 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 (<u>Public Projects under \$75,000 are excluded</u>)
The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 27). 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 $\underline{5\%}$ 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:
 - 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 20-266-202

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent)IASPO () of (Company name)IOFRA_ST	PUCTURE SOLUTIONS	S do
hereby acknowledge that (Composite will be bound by all terms, costs, days from the date of submission	any name) <u>TOFEASTE</u> , and conditions of this	DICTURE SOLOTIONS proposal for a period of 90
FIRM NAME: INFRASTOUCTUE	E SOLDITONS	
ADDRESS: 9801 RENNER	BOULESARD	
	Street	
ADDRESS: <u>LENEXA</u> City	KS	68219
City	State	Zip
PHONE: 816-606-6280	- 1 W	
E-MAIL: LCONSKISNE I-SOLUT	FDPSLLC. COM	
DATE: 11-0-1-2020 (Month-Day-Year)	Signature of	F Officer/Title
DATE:		
(Month-Day-Year)	Signature of	f Officer/Title
Indicate Minority Ownership Statu Check One:	ıs of Bidder (for statistic	cal purposes only):
MBE (Minority Owned Ente WBE (Women Owned Ente Small Business		

PROPOSAL FORM B

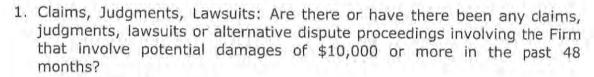
RFP 20-266-202

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
2.	Has the Firm been denied prequalification, declared non-responsible, o 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 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
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 employmen laws, environmental, health or safety laws? Yes No
	*With respect to workplace safety laws, this statement is limited to willfu 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
13.35	

Legal Matters



_____ 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 \times 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.

- The Firm will possess all applicable professional and business licenses required for performing work in Raymore, Missouri.
- The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
- 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.
- 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 20-266-202

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 PRAIRIE VILLAGE, KS
ADDRESS	3535, SOMMERSET DR. PRAIRIE VILLAGE KS.
CONTACT PERSON	CLIFF SPEEGLE
CONTACT EMAIL	CSPEEGLE @PUKANSAS, CDM
TELEPHONE NUMBER	913-385-4011
PROJECT, AMOUNT AND DATE COMPLETED	\$,955,000, 11-15-2020

COMPANY NAME	CITY OF PRAIRIE VELLAGE, KS		
ADDRESS	3535 SOMMERSET DE, PARTETE VILLAGE KS		
CONTACT PERSON	CLICS SPEEGLE		
CONTACT EMAIL	CSPEEGLE @ PV KAUSAS ROM		
TELEPHONE NUMBER	913-385-4611		
PROJECT, AMOUNT AND DATE COMPLETED	\$455,800 12-1-2020		

COMPANY NAME	CITY OF TONGANDXIE KS
ADDRESS	326 & GITH ST, TONGADORE, KS
CONTACT PERSON	GEORGE BRAIKOVIC
CONTACT EMAIL	9. DTaiKOVIC@ TODBANDXIE.DEG
TELEPHONE NUMBER	913-845-2620
PROJECT, AMOUNT AND DATE COMPLETED	\$200,000/05-6+2020

COMPANY NAME	BG CONSULTANTS
ADDRESS	1405 WAKARUSA DR LAWRENCE KS
CONTACT PERSON	PAUL OWENGS
CONTACT EMAIL	PAUL. DWINGS @bacons, com
TELEPHONE NUMBER	785.727-1694
PROJECT, AMOUNT AND DATE COMPLETED	\$200,000 /05.01.2020

COMPANY NAME	TALIAGERRO + SROWNE
ADDRESS	1020 E. 8TH STREET
CONTACT PERSON	RICHARD MODIGONERY
CONTACT EMAIL	RMONTGOMERIE TO - ENGR, COM
TELEPHONE NUMBER	816-213- 3456
PROJECT, AMOUNT AND DATE COMPLETED	\$ 750,00/03-01-17

State the number of Years in Business: 3	
State the current number of personnel on staff:	20

PROPOSAL FORM D

RFP 20-266-202

Proposal of TOFRASTRUCTURE SOLUTIONS	, organized and
(Company Name) existing under the laws of the State of אַנאמאַבא	, doing business
astofrast eucive Solutbobky	, doing business

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. 20-266-202 - Municipal Detention Improvements.

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

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

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

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

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

BID PROPOSAL FORM E - Project No. 20-266-202

Municipal Detention Improvements

	Base B	id		
Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance	Lump Sum	1	7,000	7,000
Clearing, Grading & Demo	LS	1	3,100	3,100
Surveying and Staking	LS	1	5,200'	5,200
Utility Location and Reconnection	LS	1	1,200	1,200'
Contech, 96" CMP Underground Detention System	LS	1	129,500	129,500
Unclassified Excavation	Cu Yd	120	54.00	6,480
30" Corrugated Metal Pipe	LF	15	115.00	1,725
36" Corrugated Metal Pipe	LF	17	130.00	2,210
15" Corrugated Metal Pipe	LF	10	89.00	870
5x4 Junction Box	Each	2	9,750	19,500
4x4 Junction Box	Each	1	9,600	9,600
Bedding Gravel	Tons	190	36.00	6,840
Compacted Rock Fill	Tons	2130	29.00	61,770
4" Thick Concrete Sidewalk	Sq Ft	2700	12.00	32,400
ADA Ramp	Each	1	1,900	1900
Brick Pavers	Sq Ft	627	16.00	
Natural Limestone Block Wall	Lin Ft	280	55.00	15,400
Liriope, 1 Gallon Container	Each	100	17.50	1,750
Blue Gramma Grass, 1 Gallon Container	Each	60	17.50	1,050
Karl Foerster 1 Gal. Container	Each	40	17.50	700
Hardwood Mulch	Cu Yd	25	82.00	2,050
Clean Fill	Cu Yd	1425	18.00	25,650
Top Soil	Cu Yd	25	77.00	1925
Sod	Sq Yd	2235	7.00	1,925
Traffic Control	LS	1	2,600	2,600
TOTAL BASE BID				366,097.00

Total Base Bid for Project Number: 20-266-202

\$ 366,097.00
In blank above insert numbers for the sum of the bid.

(\$ FAMEE HUNDRED + SEXTY SEXTY SEVEN DOL IN blank above write out the sum of the bid.

BID PROPOSAL FORM E - RFP 20-266-202 CONTINUED

ADDENDA Bidder acknowledges receipt of the
following addendum:
Addendum No
Addendum No. 2
Addendum No
Addendum No
Addendum No
Addendum No

LATE BIDS CANNOT BE ACCEPTED!



Bid Bond

CONTRACTOR:

(Name, legal status and address)
Infrastructure Solutions, LLC
9801 Renner Boulevard
Lenexa, KS 66219

OWNER:

(Name, legal status and address) City of Raymore, Missouri 100 Municipal Circle Raymore, MO 64083

BOND AMOUNT: \$ Five percent (5%) of bid

PROJECT:

(Name, location or address, and Project number, if any)
Municipal Detention Improvements

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

SURETY:

(Name, legal status and principal place of business)

The Cincinnati Insurance Company PO Box 145496 Cincinnati, OH 45250

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Signed and sealed this 4th day of November, 2020	V	
Cala Shaff	(Arincipal) SIRECTOR & PERATIONS	(Seal)
(Witness)	(Title) David S. Salavitch	aviet has
(Witness)	(Surety) David S. Salavitch, Attorney in Fact (Title)	CINCINNATI

Init.

THE CINCINNATI INSURANCE COMPANY THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

David S. Salavitch; Luke P. Sealer; Robert L. Cox, II and/or Samuel J. Sealer

Lees Summit, Missouri OF their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to One Hundred Million and No/100 Dollars (\$100,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or a Senior Vice President this 19th day of December, 2018.





STATE OF OHIO

ISS: COUNTY OF BUTLER

THE CINCINNATI INSURANCE COMPANY THE CINCINNATI CASUALTY COMPANY

On this 19th day of December, 2018 before me came the above-named President or Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett, Attorney at Law Notary Public - State of Ohio

My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 4th day of November, 2020.





CITY OF RAYMORE

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



ADDENDUM NO. 1

<u>Municipal Circle Detention Improvements</u> Project #20-266-202

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 and clarification.

1. Bid Opening Date

The Bid Opening Date has been changed. Bids are due Wednesday, November 4th at 10:00 a.m.

2. Project Completion Date

Project completion has been changed to a fixed date. The date of completion is May 31, 2021

3. Appendix A, Section 1 Anticipated Scope of Services; Installing an underground detention system; linear feet listed incorrectly.

The correct length of the 96" pipe should be 474 feet as stated on the cover page of the plans.

4. Question: Is there any rock anticipated to be encountered in excavation?

Several Test pits were dug and rock was encountered at 1081+/-

Alternatives: The basis for the design for this project is the 96", CMP system as shown in the plans, shop drawing examples and the RFP.

Alternatives will be considered if they meet the following specifications:

- Provide 35,000 cubic feet of underground detention.
- Provide for water quality improvement for the first flush of a rain event.
- The components of the system must allow for a minimum cover of one foot of clean fill and an additional 4" of topsoil.
- The system must allow for the construction of the finished surface improvements as shown on page four of the plans.
- A qualification packet must be submitted with the bid packet for an alternative system to be considered. It must contain the following:
 - Shop drawings specific to this site/project.
 - Stormwater calculations
 - Detailed cost breakdown of the alternative vs. the Contech system.

6. Attendees at Pre-Bids:

Infrastructure Solutions Terry Snelling Construction Redford Construction Tasco LLC Advanced Drainage Systems Hettinger Excavating ADS

Primetime Breit Construction Pyarmid Excavation

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 October 30, 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: _	INFRASTRUCTURE SOLUTIONS
ву:	Have
Title:	DIRECTOR & OPERATIONS
Address: _	1801 8EDDER BLUD.
City, State, Zip: _	LENEKA, KS 66219
Date: 4	11-04-2020 Phone: 816-606-636D
Signature of Bidde	r: Jone

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

Municipal Circle Detention Improvements Project #20-266-202

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

Addendum No. 2 - Questions and Clarification.

- 1. Clarification: Plan sheet P2 leaves the installation of the following items to the discretion of the engineer:
 - -20 Mil Impermeable Liner Over Top of Pipe
 - -Bedding (note 3)
 - -Geotextile (note below note 7)

Can you please clarify as to whether or not these items will be required?

Response:

- 20 Mil Impermeable Liner Over the Top of Pipe is not required
- Bedding is required
- Geotextile is required
- 2. Question: What permits will be required for this work? Will the city be waiving permit fees?

Answer: The only permit required would be that the general contractor and any subs would have to have City Occupational Licenses. That fee will not be waived.

3. Question: What are the maintenance requirements on the landscaping & sod?

Answer: The contractor is expected to maintain the sod and landscaping until it becomes established. It's expected that there will be an irrigation system installed by the time the sod and landscaping are placed. If not, water is available from the City fire hydrants at no cost. Contractor would be responsible for providing hoses and sprinklers as needed.

4. Question: Who is responsible for onsite testing, if any (concrete slump/air, fill compaction, etc.)? If the contractor, what testing is being required?

Answer: The contractor is responsible for all testing. A gradation test of the gravel/backfill is required prior to placement to ensure that it meets the system requirements and compaction testing of the gravel/backfill as it's placed if required by the system's manufacturer. One slump/air/cylinder test will be required for concrete.

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 October 30, 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: TOFEASTEUCIVEE SOLUTIONS

Title: DIRECTOR OF DREATEROS

Address: 9801 PEDIDER RUD.

City, State, Zip: /ZUEXA, 15 66219

Date: 11-04-2020 Phone: 816-606-6280

Signature of Bidder:

ADDENDUM MUST BE SUBMITTED WITH BID

Miscellaneous

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, NOVEMBER 16, 2020, AT 6:30 P.M., AT CENTERVIEW, 227 MUNICIPAL CIRCLE. PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE III, CIRCO, HOLMAN, JACOBSON, AND TOWNSEND. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF.

A. <u>Strategic Plan and Comprehensive Plan Overview</u>

City staff outlined the draft first amendment to the Raymore Strategic Plan and presented the upcoming 2021 process for the development of an all new Comprehensive Plan for the City of Raymore.

B. Other

Assistant City Manager Mike Ekey and City Manager Jim Feuerborn discussed the increasing COVID-19 numbers and the plan for city buildings to be open for appointment only until the end of January 2021. Discussion ensued between staff and the Mayor and Council regarding mask mandates, statutory authority, and other issues related to the pandemic.

The work session of the Raymore City Council adjourned at 8:17 p.m.

THE **PLANNING AND ZONING COMMISSION** OF THE CITY OF RAYMORE, MISSOURI, MET IN REGULAR SESSION **TUESDAY**, **OCTOBER 20**, **2020**, IN CITY COUNCIL CHAMBERS, 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI WITH THE FOLLOWING COMMISSION MEMBERS PRESENT: CHAIRMAN WILLIAM FAULKNER, MATTHEW WIGGINS, ERIC BOWIE, KELLY FIZER, JIM PETERMANN, MARIO URQUILLA, CALVIN ACKLIN, AND MAYOR KRIS TURNBOW. COMMISSIONER JEREMY MANSUR WAS ABSENT. ALSO PRESENT WAS CITY PLANNER KATIE JARDIEU, DEVELOPMENT SERVICES DIRECTOR JIM CADORET, AND CITY ATTORNEY JONATHAN ZERR.

- 1. Call to Order Chairman Faulkner called the meeting to order at 7:00 p.m.
- 2. Pledge of Allegiance
- 3. Roll Call Roll was taken and Chairman Faulkner declared a quorum present to conduct business.
- 4. Personal Appearances None
- 5. Consent Agenda
 - a. Approval of the minutes of the October 6, 2020 meeting.

Motion by Commissioner Urquilla, Seconded by Commissioner Petermann, to approve the consent agenda.

Vote on Motion:

Chairman Faulkner Aye Commissioner Wiggins Aye Commissioner Bowie Aye Commissioner Acklin Aye Commissioner Fizer Aye Commissioner Petermann Aye Commissioner Urquilla Aye Commissioner Mansur Absent Mayor Turnbow Aye

Motion passed 8-0-0.

- 6. Unfinished Business None
- 7. New Business
 - a. Case #20019 North Cass Plaza Preliminary Plat (public hearing)

Public hearing opened at 7:05 pm.

Dave Otis, the applicant, gave a brief overview of Tract 9 and the history regarding the preliminary plat which expired due to lack of advancement. He stated that he was interested in now doing a very basic preliminary plat and would come back later with details and subdividing of the area when tenants request it. The area would likely be developed in three phases.

Katie Jardieu, City Planner, presented the staff report identifying the area as appropriate for commercial and business development with some park land as shown in the Growth Management Plan. The Major Street Plan identifies Dean Avenue and North Cass Parkway as minor arterial roads. One property owner was notified regarding the action, but he did not call to discuss or schedule a

meeting regarding the application. Past actions on the property include: the property was preliminary platted in March 2014 and expired in March 2019, Dean Avenue right-of-way and extension were previously platted and recorded in August of this year and construction has started. Ms. Jardieu also stated that no buildings were being proposed at this time and should the applicant seek to build any, he would need to come back before the Planning Commission with any changes to the preliminary plat. Pedestrian safety and connectivity would also be evaluated when a site plan was presented to show the layout of lots and buildings. Any future subdivision of the lots would need Planning Commission approval.

Ms. Jardieu stated that staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward case #20019 - North Cass Plaza - Preliminary Plat to the City Council with a recommendation of approval.

Chairman Faulkner provided an opportunity for any public present to speak, seeing none the public hearing was closed at 7:11 pm.

Commissioner Faulkner asked if the Engineering Memo needed clarification since it referenced more lots than were present on the preliminary plat. Mayor Turnbow stated he did not see a difference between the previously approved preliminary plat and this current application and would defer to Development Services. Ms. Jardieu stated that this referenced more defined areas in regards to Engineerings comments but that the memo would be updated for consistency.

Motion by Commissioner Uquilla, Seconded by Commissioner Wiggins, to accept staff proposed findings of fact of case #20019 North Cass Plaza Preliminary Plat and forward to City Council with a recommendation of approval subject to instructions to staff to make any necessary changes to the Engineering memo.

Vote on Motion:

Chairman Faulkner Aye Commissioner Wiggins Aye Commissioner Bowie Aye Commissioner Acklin Aye Commissioner Fizer Aye Commissioner Petermann Aye Commissioner Urquilla Aye Commissioner Mansur Absent Mayor Turnbow Aye

Motion passed 8-0-0.

b. Case #20020 - North Cass Plaza - Final Plat

Dave Otis, the applicant, gave a brief overview of the final plat stating it was the same as the preliminary plat with nothing further to add..

Katie Jardieu, City Planner, presented the staff report identifying that this was the same as the preliminary plat. Ms. Jardieu also stated that due to previous discussion, the Engineering Memo would be updated to remain consistent.

Ms. Jardieu stated that staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward case #20020 - North Cass Plaza - Final Plat to the City Council with a recommendation of approval subject to the condition of approval.

Motion by Commissioner Bowie, Seconded by Commissioner Urquilla, to accept staff proposed findings of fact of case #20020 North Cass Plaza Final Plat and forward to City Council with a recommendation of approval subject to the applicant submitting construction drawings with coordinating lot numbers.

Vote on Motion:

Chairman Faulkner Aye Commissioner Wiggins Aye Commissioner Bowie Aye Commissioner Acklin Aye Commissioner Fizer Aye Commissioner Petermann Aye Commissioner Urquilla Aye Commissioner Mansur Absent Mayor Turnbow Aye

Motion passed 8-0-0.

c. Case #20015 - UDC 33rd Amendment (public hearing)

Public hearing opened at 7:21 pm.

Katie Jardieu, City Planner, presented the staff report identifying the 17 items that were being changed and/or added.

Ms. Jardieu stated that staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward case #20015 - UDC 33rd Amendment to the City Council with a recommendation of approval.

Chairman Faulkner provided an opportunity for any public present to speak, seeing none the public hearing was closed at 7:26 pm.

Commissioner Bowie asked for clarification on what was discussed for unexcused as opposed to excused absences. Ms. Jardieu stated that the discussion led to any notification of an absence made is excused. However, if a commissioner was sick and unable to notify staff that they are ill and need to miss multiple meetings that staff would still consider that excused. Ultimately it would be up to the Mayor to decide and bring unexcused absences to the Commissioners attention.

Commissioner Fizer asked for clarification on the prohibited building materials listed in Section 13. Ms. Jardieu stated that it was felt these materials were not as hardy and did not age as well as more substantial materials. Commissioner Fizer stated she was always looking for innovative building design and felt corrugated or painted metal might be acceptable. Ms. Jardieu stated, in her experience people have wrapped metal in a type of vinyl or material for a wood grain look and that would not necessarily fall under the prohibited materials.

Motion by Commissioner Bowie, Seconded by Commissioner Wiggins, to accept staff proposed findings of fact of case #20015 UDC 33rd Amendment and forward to City Council with a recommendation of approval with noted corrections to Section 10.

Vote on Motion:

Chairman Faulkner Aye

Commissioner Wiggins Aye Commissioner Bowie Aye Commissioner Acklin Aye Commissioner Fizer Aye Commissioner Petermann Aye Commissioner Urquilla Ave Commissioner Mansur Absent Mayor Turnbow Aye

Motion passed 8-0-0.

8. City Council Report

City Attorney Jonathan Zerr provided a review of the Council meeting from October 12th meeting:

- Second Reading of Parkside Rezoning which was approved.
- UDC 32nd Amendment for small wireless was approved.

9. Staff Report

Mr. Cadoret stated that the Saddlebrook application has been placed on hold by the developer. The November 3rd meeting is cancelled, which is also Election Day. Commissioners will also have back-to-back meetings on November 16th and 17th. November 16th will be a joint meeting with all other Boards and Commissions to go over the Strategic Plan and the 16th will be the Community America Credit Union Site Plan.

10. Public Comment

No public comment.

11. Commission Member Comment

Commissioner Bowie thanked the staff.

Commissioner Fizer thanked the staff

Commissioner Acklin thanked the staff.

Commissioner Urquilla thanked Attorney Zerr and staff.

Commissioner Petermann thanked the staff.

Commissioner Wiggins thanked the staff.

Mayor Turnbow thanked staff and thanked the Commissioners for their keen eye. He also mentioned that the Ward Road RFP would be going out soon and the entire GO Bond project is moving along. Staff is working closely with MoDOT to coordinate and minimize headaches. It will not be entirely eliminated but we are doing what we can to greatly help the inevitable.

Chairman Faulkner thanked the staff.

12. Adjournment

Motion by Commissioner Urquilla, Seconded by Commissioner Wiggins, to adjourn the October 20, 2020 Planning and Zoning Commission meeting.

Vote on Motion:

Chairman Faulkner Aye Commissioner Wiggins Aye Commissioner Bowie Aye Commissioner Acklin Aye Commissioner Fizer Aye Commissioner Petermann Aye Commissioner Urquilla Aye Commissioner Mansur Absent Mayor Turnbow Aye

Motion passed 8-0-0.

The October 20, 2020 meeting adjourned at 7:50 p.m.

Respectfully submitted,

Katie Jardieu