



AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, December 14, 2020

7:00 p.m.

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

In consideration of the continued rising numbers of Covid-19 cases in Cass County and the City of Raymore, the public is encouraged to participate from home. There is limited space available in Chambers should the public wish to attend.

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

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

- 1. Call to Order.**
- 2. Roll Call.**
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**
- 5. Personal Appearances.**
- 6. Staff Reports.**
 - A. Development Services (pg 7)
 - B. Monthly Court Report (pg 13)
 - C. Police/Emergency Management
 - D. City Clerk - City Council Filing Information
- 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 23, 2020 (pg 17)
- B. Westgate (Kentucky) Road Extension - Acceptance and Final Payment

Reference: - Resolution 20-64 (pg 23)

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

9. Unfinished Business. Second Reading.

- A. Award of Contract - On-call Erosion Control

Reference: - Agenda Item Information Sheet (pg 27)
- Bill 3589 (pg 29)
- Contract (pg 31)

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.

City Council, 11/23/2020: Approved 8-0
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- B. Award of Contract - Municipal Complex Stormwater Improvements & Plaza

Reference: - Agenda Item Information Sheet (pg 65)
- Bill 3590 (pg 67)
- Contract (pg 69)

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.

City Council, 11/23/2020: Approved 8-0
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10. New Business. First Reading.

- A. Park Side Subdivision Preliminary Plat (public hearing)

Reference: - Agenda Item Information Sheet (pg 111)
- Resolution 20-63 (pg 113)

- Memorandum of Understanding (pg 114)
- Staff Report (pg 128)
- Planning Commission meeting minutes excerpt (pg 140)
- Preliminary Plat (pg 142)

Joe Duffey, representing Park Side LLC and property owner Tyros Inc., is requesting preliminary plat approval for Park Side Subdivision, a 320-lot single-family subdivision proposed for the west side of North Madison Street, south of 163rd Street.

Planning and Zoning Commission, 12/01/2020: Approved 8-0

B. Raymore Galleria North Third Plat

- Reference:
- Agenda Item Information Sheet (pg 143)
 - Bill 3592 (pg 145)
 - Staff Report (pg 147)
 - Final Plat (pg 152)

David Block, representing North Raymore 58 Equity Partners, LLC, is requesting final plat approval of the Raymore Galleria North Third Plat, a 2-lot commercial subdivision located north of 58 Highway, east of Westgate Drive.

Planning and Zoning Commission, 12/01/2020: Approved 7-0

C. Raymore Commerce Center First Plat

- Reference:
- Agenda Item Information Sheet (pg 153)
 - Bill 3593 (pg 155)
 - Staff Report (pg 157)
 - Final Plat (pg 162)

Grant Harrison, representing VanTrust Real Estate, is requesting final plat approval of the Raymore Commerce Center First Plat, a 1-lot industrial subdivision located on the west side of Dean Avenue, south of North Cass Parkway.

Planning and Zoning Commission, 12/01/2020: Approved 7-0

D. Award of Contract - Rec Park Trail Replacement

- Reference:
- Agenda Item Information Sheet (pg 163)
 - Bill 3594 (pg 165)
 - Contract (pg 167)

Staff recommends awarding the contract to Spalding Constructors LLC for the Rec Park Trail Replacement Project.

- Parks and Recreation Board, 12/8/2020: Approved 7-0

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, 12/07/2020 (pg 209)
 - Planning and Zoning Commission minutes, 11/17/2020 (pg 211)
-

EXECUTIVE SESSION (CLOSED MEETING)

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

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

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

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

Staff Reports



MONTHLY REPORT NOVEMBER 2020

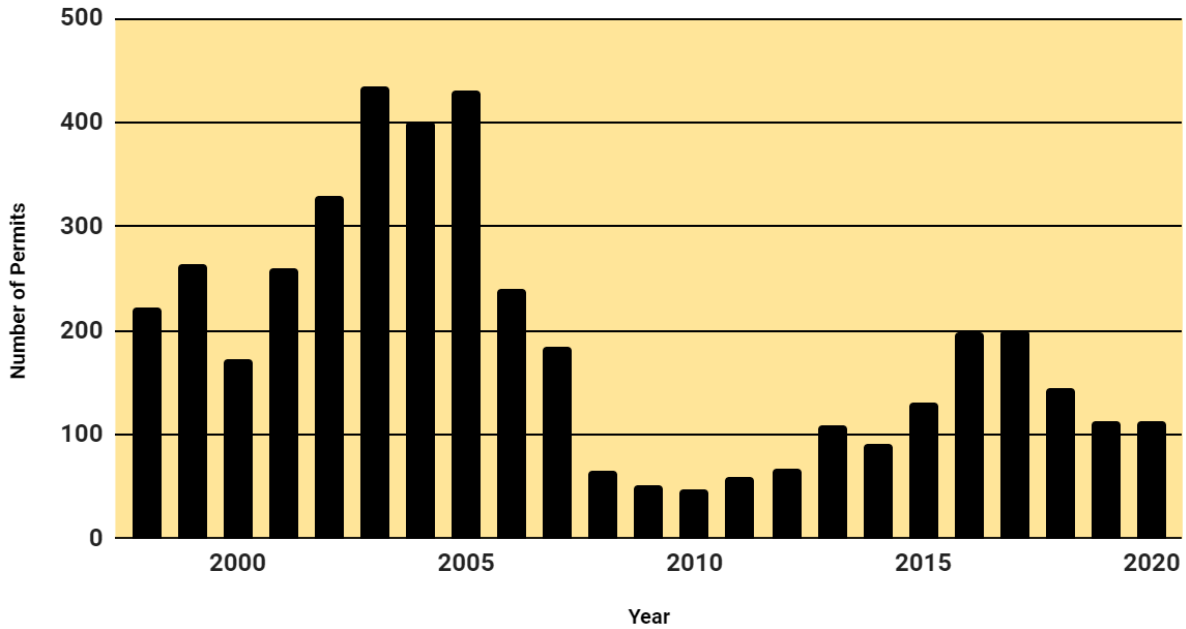
Building Permit Activity

Type of Permit	Nov 2020	2020 YTD	2019 YTD	2019 Total
Detached Single-Family Residential	12	114	102	113
Attached Single-Family Residential	0	14	26	26
Multi-Family Residential	0	396	0	0
Miscellaneous Residential (deck; roof)	84	1,194	686	720
Commercial - New, Additions, Alterations	1	12	17	18
Sign Permits	9	35	54	54
Inspections	Nov 2020	2020 YTD	2019 YTD	2019 Total
Total # of Inspections	334	4,151	3,601	3,858
Valuation	Nov 2020	2020 YTD	2019 YTD	2019 Total
Total Residential Permit Valuation	\$3,076,300	\$33,413,100	\$31,585,100	\$34,498,600
Total Commercial Permit Valuation	\$74,200	\$46,093,700	\$1,801,300	\$1,822,300

Additional Building Activity:

- Construction continues on the Compass Health office building.
- Construction continues at The Lofts of Fox Ridge apartment community.
- Building permit has been issued for Scooter's Coffee.
- Concrete slab floor is being installed for the 1st industrial building in the Raymore Commerce Center.
- Building construction plans have been submitted for the Community America Credit Union to be constructed at 1400 W. Foxwood Drive in the Willowind Square shopping center

Single Family Building Permits



Code Enforcement Activity

Code Activity	Nov 2020	2020 YTD	2019 YTD	2019 Total
Code Enforcement Cases Opened	37	565	622	642
<i>Notices Mailed</i>				
- Tall Grass/Weeds	0	96	135	135
- Inoperable Vehicles	20	185	127	138
- Junk/Trash/Debris in Yard	10	92	140	146
- Object placed in right-of-way	0	6	14	14
- Parking of vehicles in front yard	2	20	13	13
- Exterior home maintenance	0	43	38	41
- Other (trash at curb early; signs; etc)	1	6	2	2
Properties mowed by City Contractor	1	73	71	71
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	0	2	10	10
Signs in right-of-way removed	31	460	344	370
Violations abated by Code Officer	4	133	111	126

Development Activity

Current Projects

- Park Side Subdivision, 155 acres south of 163rd Street, west of North Madison, preliminary plat for 320 single-family homes
- Heartland Dental Site Plan, Raymore Market Center Lot 3
- North Cass Plaza Final Plat
- Community America Credit Union obtained [site plan](#) approval to construct a new facility at the northeast corner of Peace Drive and 58 Highway.

	As of Nov 30, 2020	As of Nov 30, 2019	As of Nov 30, 2018
Homes currently under construction	552 (396 Lofts Apartments)	146	200
Total number of Undeveloped Lots Available (site ready for issuance of a permit for a new home)	290	359	407
Total number of dwelling units in City	8,789	8,655	8,468

Actions of Boards, Commission, and City Council

City Council

November 9, 2020

- Acceptance of public improvements for Brookside 10th Plat Lots 382-386 & 416-420
- Re-appointment of Jerry Faulkner and Jeremy Mansur to the Planning and Zoning Commission
- Approved on 2nd reading the North Cass Plaza Final Plat
- Approved on 1st reading the 33rd Amendment to the Unified Development Code

November 23, 2020

- Approved on 2nd reading the 33rd Amendment to the Unified Development Code

Planning and Zoning Commission

November 17, 2020

- Elected Matthew Wiggins as Chairman; Kelly Fizer and Vice-Chairman; and Jim Pettermann as Secretary

- Approved the 2021 Meeting Calendar
- Approved the site plan for Community America Credit Union to locate at 1400 W. Foxwood Drive in the Willowind Square Shopping Center
- Provided training by City Attorney Jonathan Zerr

Board of Adjustment

November 17, 2020

- Elected Jerry Martin as Chairman; Terry Woods as Vice-Chairman; and Aaron Harrison as Secretary
- Approved the 2021 Meeting Calendar
- Approved a variance to the front yard setback requirement for the property at 713 Redtop Lane

Upcoming Meetings – December & January

December 1, 2020 Planning and Zoning Commission

- Park Side Subdivision Preliminary Plat (public hearing)
- Raymore Galleria North 3rd Final Plat
- Raymore Commerce Center First Final Plat

December 1, 2020 Board of Adjustment

- Venue of The Good Ranch Clubhouse/Pool front yard setback variance
- 701 Lakeshore Circle - side yard setback variance

December 14, 2020 City Council

- Park Side Subdivision Preliminary Plat (public hearing)
- 1st reading - Raymore Galleria North Third Plat
- 1st reading - Raymore Commerce Center First Plat

December 15, 2020 Planning and Zoning Commission

- Meeting cancelled

December 28, 2020 City Council

- 2nd reading - Raymore Galleria North Third Plat
- 2nd reading - Raymore Commerce Center First Plat

January 5, 2021 Planning and Zoning Commission

- Heartland Dental Site Plan (Raymore Market Center Lot 3)

January 11, 2020 City Council

- Request for extension of expiration date for The Estates and Estate Villas of The Good Ranch preliminary plat

January 19, 2021 Planning and Zoning Commission

- No items currently scheduled

January 25, 2020 City Council

- No development applications currently scheduled

Department Activities

- Development Services, Parks & Recreation, and Public Works staff met with a project engineer to discuss a potential expansion of an existing subdivision.
- Development Services and Public Works staff met with representatives of the South Metropolitan Fire Protection District to discuss plans for proposed improvements to the two fire stations located in the City.
- Under-slab inspections have commenced on the 564,000 square foot industrial building under construction on Lot 1 in the Raymore Commerce Center.
- T-mobile submitted plans to install 5G equipment at its cell tower facility on Elm Street in the Original Town neighborhood.
- David Gress celebrated his 1-year anniversary as the City's Economic Development Director.
- Director Jim Cadoret participated in a Sign Ordinance webinar sponsored by the American Planning Association.
- Director Jim Cadoret participated in a virtual meeting as a member of the Kansas City Emergency Food & Shelter Program Board.
- Director Jim Cadoret and City Planner Katie Jardieu participated in the quarterly virtual meeting of the participating communities in the Communities for All Ages initiative.
- Director Jim Cadoret participated in a webinar hosted by the U.S. Census Bureau on accessing the new census data platform.
- Development Services and Public Works staff met virtually with a developer considering a subdivision development upon an undeveloped tract of land in the City.
- Director Jim Cadoret, Economic Development Director David Gress, Mayor Turnbow, and Assistant City Manager Mike Ekey participated in the virtual annual meeting of the Kansas City Area Development Council.

- Economic Development Director David Gress and representatives of the Kansas City Area Development Council met with a prospective tenant for a building in the [Raymore Commerce Center](#).
- City Planner Katie Jardieu provided materials that will assist City staff on commencing work on preparation of the elements of the proposed Comprehensive Plan.

GIS Activities

- Enterprise Portal tasks (registration of apps, connections to external sources, etc)
- Annual review of external data as requested (IMAP, MO, E911, etc)
- Preparation of operational data for inventory management (street lights, signs, etc)
- Addressing operations as requested
- QA/QC of relational database operations and data (uniqueIDs)
- Licensing updates and development of enterprise resources according to recommended practices as required
- Acceptance of MARC imagery & data for integration into enterprise collaborative environment, caching of tiled basemap at recommended level of detail (LOD)
- Update registration of web app builder 2.15 to 2.18 to fix labeling issues
- Requested map changes of various commercial mapping platforms to address errors of omission as requested
- Customer service reporting as requested

Municipal Division Summary Reporting

17th Judicial Circuit - Cass County - Raymore Municipal Division

I. COURT INFORMATION

Reporting Period:		
November	2020	Court activity occurred in reporting period: Yes
Clerk's Physical Address:		Mailing Address:
100 Municipal Circle Raymore, MO 64083		100 Municipal Circle Raymore, MO 64083
Telephone Number:		Vendor
(816) 331-1712		Incode (Tyler Technologies)
Fax Number:		
(816) 331-0634		
Prepared by:	Prepared by E-mail Address:	Municipal Judge(s) Active During Reporting Period:
Donna Furr-Court Administrator	donna.r.furr@courts.mo.gov	Ross Nigro

II. MONTHLY CASELOAD INFORMATION		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month		46	1,275	709
B. Cases (citations / informations) filed		5	151	32
C. Cases (citations / informations) disposed				
	1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
	2. court / bench trial - GUILTY	0	0	0
	3. court / bench trial - NOT GUILTY	0	0	0
	4. plea of GUILTY in court	2	79	13
	5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	25	0
	6. dismissed by court	0	3	0
	7. nolle prosequi	0	10	5
	8. certified for jury trial (not heard in the Municipal Division)	0	0	0
	9. TOTAL CASE DISPOSITIONS	2	117	18
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]		49	1,309	723
E. Trial de Novo and / or appeal applications filed		0	0	0

III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period:	172	Does court staff process parking tickets? Yes	
2. # Served/withdrawn during reporting period:	58	1. # Issued during reporting period:	0
3. # Outstanding at end of reporting period:	1,712		

V. DISBURSEMENTS	
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines – Excess Revenue	\$9,820.50
Clerk Fee – Excess Revenue	\$955.49
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$29.23
Bond forfeitures (paid to city) – Excess Revenue	\$355.00
Total Excess Revenue	\$11,160.22
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines – Other	\$5,191.50
Clerk Fee – Other	\$354.21
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	\$108.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$770.04
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$10.73
Law Enforcement Training (LET) Fund surcharge	\$218.28
Domestic Violence Shelter surcharge	\$432.00
Inmate Prisoner Detainee Security Fund surcharge	\$218.30
Sheriffs' Retirement Fund (SRF) surcharge	\$0.00
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) – Other	\$1,238.00
Total Other Revenue	\$8,541.06
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.	
DUI	\$151.72
Total Other Disbursements	\$151.72
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$19,853.00
Bond Refunds	\$415.00
Total Disbursements	\$20,268.00

Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION MONDAY, NOVEMBER 23, 2020 AT 227 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, 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 Turnbow called the meeting to order at 7:00 p.m.
- 2. Roll Call.** City Clerk Erica Hill called roll; quorum present to conduct business.
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**
- 5. Personal Appearances.**
- 6. Staff Reports.**

Public Works Director Mike Krass reviewed the staff report included in the Council packet.

Parks and Recreation Director Nathan Musteen reviewed the staff report included in the Council packet. He noted that there will be a boat on Johnston Lake to pick up trash and debris on the water this week and that the Mayor's Christmas Tree event on Dec. 4 will be virtual. He answered questions from Council.

Assistant City Manager Mike Ekey noted that there will be no meeting next Monday, Nov. 30 as it is the fifth Monday of the month.

7. Committee Reports.

8. Consent Agenda.

A. City Council regular meeting minutes, November 9, 2020

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

DISCUSSION: None

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

9. Unfinished Business. Second Readings.

A. 33rd Amendment to the Unified Development Code

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

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

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3586 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 Turnbow announced the motion carried and declared Bill 3586 as **Raymore City Ordinance 2020-068.**

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 second reading of Bill 3584 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3584 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 Turnbow announced the motion carried and declared Bill 3584 as **Raymore City Ordinance 2020-069.**

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 second reading of Bill 3587 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second 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	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3587 as **Raymore City Ordinance 2020-070.**

7. New Business. First Readings.

A. Award of Contract - On-call Erosion Control

BILL 3589: "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."

City Clerk Erica Hill conducted the first reading of Bill 3589 by title only.

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. 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 recommends approval of contract with Welch Silt Fence & Erosion Control, LLC for

on-call erosion control services. He answered questions of clarification from Council.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3589 by title only.

DISCUSSION: none

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

B. Award of Contract - Municipal Complex Stormwater Improvements & Plaza

BILL 3590: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH 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."

City Clerk Erica Hill conducted the first reading of Bill 3590 by title only.

Public Works Director Mike Krass reviewed the staff report included in the Council packet. 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. Of the 6 bids received, Infrastructure Solution was determined to be the lowest and best bidder. Staff recommends awarding the project to Infrastructure Solutions. He answered questions of clarification from Council.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3590 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

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

12. Mayor/Council Communication.

Mayor Turnbow and Councilmembers wished everyone a Happy Thanksgiving.

Mayor Turnbow discussed matters related to COVID and stated that the City is creating an educational campaign for citizens and businesses. He urged citizens to wear masks and maintain social distancing guidelines.

13. Adjournment.

MOTION: By Councilmember Townsend, second by Councilmember Holman 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 7:22 p.m.

Respectfully submitted,

Erica Hill
City Clerk

RESOLUTION 20-64

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE WESTGATE (KENTUCKY) DRIVE EXTENSION PROJECT."

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

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

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

Section 1. The Westgate (Kentucky) Drive Extension Project is accepted.

Section 2. The final payment in the amount of \$27,976.71 is approved.

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

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

DULY READ AND PASSED THIS 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

Unfinished Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Nov. 23, 2020

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

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

TITLE / ISSUE / REQUEST

Bill 3589 - On-call Erosion Control Services

STRATEGIC PLAN GOAL/STRATEGY

Strategy 2.2.3: Value and protect natural resources and green spaces

FINANCIAL IMPACT

Award To: Welch Silt Fence & Erosion Control LLC
Amount of Request/Contract:
Amount Budgeted:
Funding Source/Account#:

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
N/A	N/A

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

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.

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

Section 1. 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.

Section 2. 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.

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

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

DULY READ THE FIRST TIME THIS 23RD DAY OF 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

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 December 14, 2020 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal 20-009 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 on-call erosion control services as prescribed in the RFP document.

This contract is for services provided in a one year period beginning January 1, 2021 and ending December 31, 2021. 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.

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.

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

ARTICLE VII
 RESPONSIBILITIES

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

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance 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.

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

(SEAL)

WELCH SILT FENCE & EROSION CONTROL, LLC

By: _____

Title: _____

Attest: _____

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.
6. 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 warranties shall be issued at point of final acceptance by the City of Raymore.

N. *No Escalation of Fees*

The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

O. *Safety Training*

Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All on-site employees of a contractor or subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project and their employers will be subject to penalties as described in the Act.

P. *Prevailing Wage Requirement*

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).

Q. *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).

BEFORE ME, the undersigned authority, personally appeared Danielle Welch, who, being duly sworn, states on his oath or affirmation as follows:

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

Company: Welch Silt Fence & Erosion Control, LLC

Address: 3003 Cantrell Rd Harrisonville Mo 64701

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project # 20-009.
- 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 contracted services.

Welch Silt Fence & Erosion Control, LLC

Company Name


Signature

Name: Danielle Welch

Title: Managing Member

STATE OF Missouri COUNTY OF Cass

Subscribed and sworn to before me this 17 day of November, 2020.

Notary Public: 

TAYLOR GOUCHER
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
CASS COUNTY
COMMISSION # 20289151
COMMISSION EXPIRES 6/2/2024

My Commission Expires: 06/02/2024

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

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

**INSTRUCTIONS FOR RESPONDING TO
RFP 20-009**

Please Remit

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

<input checked="" type="checkbox"/>	PROPOSAL CHECKLIST TO INCLUDE WITH PACKET
<input checked="" type="checkbox"/>	Form A - Commitment to sign Agreements
<input checked="" type="checkbox"/>	Form B - Contractor Disclosures
<input checked="" type="checkbox"/>	Form C - Experience/References
<input checked="" type="checkbox"/>	Form D - Work Agreement
<input checked="" type="checkbox"/>	Form E - Proposal Pricing (Including unit prices, where required)
	Addenda, if applicable
<input checked="" type="checkbox"/>	E-Verify - Attach to original
<input checked="" type="checkbox"/>	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.

Request for Proposal: 20-009

Company Name: _____
Address: _____

Telephone: _____
Contact: _____
Date: _____

Reasons for not submitting a proposal response:

PROPOSAL FORM A
RFP 20-009

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Danielle Welch having authority to act on behalf of (Company name) Welch Silt Fence & Erosion Control, LLC do hereby acknowledge that (Company name) Welch Silt Fence & Erosion Control, LLC will 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 & Erosion Control, LLC

ADDRESS: 3003 Cantrell Road
Street

ADDRESS: Harrisonville MO 64701
City State Zip

PHONE: 816-651-7358

E-MAIL: Danielle@welcherosioncontrol.com

DATE: 11/11/2020 Danielle Welch, Managing Member
(Month-Day-Year) Signature of Officer/Title

DATE: _____
(Month-Day-Year) Signature of Officer/Title

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

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

PROPOSAL FORM B
RFP 20-009

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

Legal Matters

1. Claims, Judgments, Lawsuits: Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Firm that involve potential damages of \$10,000 or more in the past 48 months?
 Yes No *If yes, provide details in an attachment.*

2. Complaints, Charges, Investigations: Is the Firm currently or has the firm been the subject of any complaint, investigation or other legal action for alleged violations of law pending before any court or governmental agency within the past 48 months?
 Yes No *If yes, provide details in an attachment.*

Required Representations

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

1. The Firm will possess all applicable professional and business licenses required for performing work in Raymore, Missouri.
2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Firm and all subcontractors that are employed or that may be employed in execution of the Contract Work shall be in full compliance with the City of Raymore requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.
5. The Firm represents that it has no conflicts of 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 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 20-009

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
	Wc's Summit, MO 64082
CONTACT PERSON	Kyle Jones
TELEPHONE NUMBER	816-246-6700
PROJECT, AMOUNT AND DATE COMPLETED	Housing & development. Various locations

COMPANY NAME	Spalding Excavating
ADDRESS	8417 Glint 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. State Route 291
	Pharant Hill, MO 64080
CONTACT PERSON	Thomas Hudgens
TELEPHONE NUMBER	816-540-2030
PROJECT, AMOUNT AND DATE COMPLETED	Hawthorn Ridge 2 nd Plat. On going

COMPANY NAME	Hunt Midwest Real Estate Development, Inc.
ADDRESS	8300 NE Underground Dr. #100
	Kansas City, MO 64161
CONTACT PERSON	
TELEPHONE NUMBER	816-455-2500
PROJECT, AMOUNT AND DATE COMPLETED	North Arlington. Ongoing

COMPANY NAME	Beemer Construction
ADDRESS	606 SE Central Dr.
	Blue Springs, MO 64014
CONTACT PERSON	Joe Blicha
TELEPHONE NUMBER	816-229-2266
PROJECT, AMOUNT AND DATE COMPLETED	36 th " Watermain \$131,300.00 09/10/19

State the number of Years in Business: 14 years

State the current number of personnel on staff: 8

PROPOSAL FORM D

RFP 20-009

Proposal of Welch Silt Fence & Erosion Control LLC, organized and
(Company Name)
existing under the law of the State of Missouri, 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	\$ 32.00
Removal and Replace 4" of TopSoil	SY	\$ 25.00
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	\$ 85.00/hr.
Removal of rock check dam	Per Hour	\$ 110.00
Mobilization	Per Day	\$ 100.00

Response time to work order: 4 hours or less

If any changes to pricing will occur in subsequent years two and three of contract please note below. If no changes are noted prices will remain as proposed with this RFP if the 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 Silt Fence + Erosion Control, LLC
(Firm Name)

DATE: November 11th, 2020

LATE BIDS CANNOT BE ACCEPTED!



Company ID Number: 234940

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **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

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



Company ID Number: 234940

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

Employer Welch Silt Fence & Erosion Control, LLC

Danielle Welch

Name (Please Type or Print)

Title

Electronically Signed

Signature

08/02/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

08/02/2009

Date



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Nov. 23, 2020

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

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

TITLE / ISSUE / REQUEST

Bill 3590 - Municipal Circle Stormwater Improvements

STRATEGIC PLAN GOAL/STRATEGY

2.2.3 Value and protect natural resources and green spaces.

FINANCIAL IMPACT

Award To:	Infrastructure Solutions
Amount of Request/Contract:	\$366,097
Amount Budgeted:	\$500,000
Funding Source/Account#:	2020 G.O. Bond , FY 2017 Capital Budget

PROJECT 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

REVIEWED BY:

Jim Feuerborn

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 THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH 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:

Section 1. 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.

Section 2. 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.

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

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

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

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 Municipal Detention Improvements, hereafter referred to as the **Contract** is made this 14th day of December, 2020, between, Infrastructure Solutions an entity organized and existing under the laws of the State of Kansas, with its principal office located at 9801 Renner Blvd., Lenexa, KS 66219, 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 December 14, 2020 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal 20-266-202 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 Calendar Day (\$)
From More Than (\$)	To and Including (\$)	
0	50,000	150
50,001	100,000	250
100,001	500,000	500
500,001	1,000,000	1,000
1,000,001	2,000,000	1,500
2,000,001	5,000,000	2,000
5,000,001	10,000,000	2,500
10,000,001	And above	3,000

ARTICLE VII RESPONSIBILITIES

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

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

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

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

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

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

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

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

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 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.

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

(SEAL)

INFRASTRUCTURE SOLUTIONS

By: Jason, JASON COOKLIN

Title: DIRECTOR OF OPERATIONS

Attest: [Signature]

APPENDIX A

SCOPE OF SERVICES AND SPECIAL PROVISIONS

Municipal Detention Improvements

1. ANTICIPATED SCOPE OF SERVICES:

- 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 gauge, 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. Alternative systems must be submitted in accordance with Section 10.00 of the Raymore General Conditions.
- 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. SPECIFICATIONS WHICH APPLY

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

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. MEASUREMENT AND PAYMENT

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

- A. **Mobilization, Bonds, and Insurance:** Mobilization, Bonds and Insurance will be considered a lump sum item for payment. 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, pre-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. ADDITIONAL BIDDING INFORMATION

- 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 warranties shall be issued at point of final acceptance by the City of Raymore.

N. *No Escalation of Fees*

The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

O. *Safety Training*

Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All on-site employees of a contractor or subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project and their employers will be subject to penalties as described in the Act.

P. *Prevailing Wage Requirement (Public Projects under \$75,000 are excluded)*

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 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 5% of the total base bid price.

Payment shall be made on the following schedule.

Percentage of Contract Completed	Percentage Mobilization Payment
5%	25%
10%	50%
25%	75%
50%	100%

S. *Bid Bond*

A bid bond or certified check from a surety or bank, acceptable to the City Clerk, in an amount equal to, or greater than, 5% of the maximum total bid price must accompany each proposal. Prior acceptability of the proposed surety or bank furnishing the bid security, before the bid date, is recommended. An unacceptable bid security may be cause for rejection of the proposal. No bidder may withdraw his bid for a period of thirty (60) days after the date of opening of bids.

T. *Performance Bond*

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

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

U. Payment Bond

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

V. Maintenance Bond

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

W. Rejection of Bids

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

X. Release of Information

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

Y. American Products

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

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

Z. Affidavit of Work Authorization and Documentation

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

by

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

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

PROPOSAL FORM A
RFP 20-266-202

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) JASON CONKLIN having authority to act on behalf of (Company name) INFRASTRUCTURE SOLUTIONS do hereby acknowledge that (Company name) INFRASTRUCTURE SOLUTIONS will be bound by all terms, costs, and conditions of this proposal for a period of 90 days from the date of submission; and commit to sign the Agreements.

FIRM NAME: INFRASTRUCTURE SOLUTIONS

ADDRESS: 9801 PENNER BOULEVARD
Street

ADDRESS: LENEXA KS 66219
City State Zip

PHONE: 816-606-6280

E-MAIL: JCONKLIN@I-SOLUTIONS.LLC.COM

DATE: 11-04-2020
(Month-Day-Year) Jason Conklin DIRECTOR OF OPERATIONS
Signature of Officer/Title

DATE: _____
(Month-Day-Year) _____
Signature of Officer/Title

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

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

PROPOSAL FORM B
RFP 20-266-202

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

Legal Matters

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

___ Yes X 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 X No *If yes, provide details in an attachment.*

Required Representations

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

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

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

PROPOSAL FORM C
 RFP 20-266-202

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@PVKANSAS.COM
TELEPHONE NUMBER	913-385-4011
PROJECT, AMOUNT AND DATE COMPLETED	\$955,000, 11-15-2020

COMPANY NAME	CITY OF PRAIRIE VILLAGE, KS
ADDRESS	3535 SOMMERSET DR, PRAIRIE VILLAGE KS
CONTACT PERSON	CLIFF SPEEGLE
CONTACT EMAIL	CSPEEGLE@PVKANSAS.COM
TELEPHONE NUMBER	913-385-4011
PROJECT, AMOUNT AND DATE COMPLETED	\$455,800 12-1-2020

COMPANY NAME	CITY OF TOUBAHOXIE, KS
ADDRESS	526 E 4TH ST, TOUBAHOXIE, KS
CONTACT PERSON	GEORGE BRAIKOVIC
CONTACT EMAIL	gbraikovic@toubahoxie.org
TELEPHONE NUMBER	913-845-2620
PROJECT, AMOUNT AND DATE COMPLETED	\$200,000 / 05-01-2020

COMPANY NAME	BG CONSULTANTS
ADDRESS	1405 WAKARUSA DR, LAWRENCE KS
CONTACT PERSON	PAUL OWINGS
CONTACT EMAIL	PAUL.OWINGS@bgCONS.COM
TELEPHONE NUMBER	785-727-1694
PROJECT, AMOUNT AND DATE COMPLETED	\$200,000 / 05-01-2020

COMPANY NAME	TALIAFERRO + BROWNE
ADDRESS	1020 E. 8TH STREET
CONTACT PERSON	RICHARD MONTGOMERY
CONTACT EMAIL	RMONTGOMERY@TB-ENGR.COM
TELEPHONE NUMBER	816-213-3456
PROJECT, AMOUNT AND DATE COMPLETED	\$250,000 / 03-01-17 \$750,000 / 06-01-17

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 IOFRASCTURE SOLUTIONS, organized and
(Company Name)
existing under the laws of the State of MISSOURI, doing business
as IOFRASCTURE SOLUTIONS (*)

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) 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 Bid

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	87.00	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'	1,900'
Brick Pavers	Sq Ft	627	16.00	10,032'
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	1,925'
Sod	Sq Yd	2235	7.00	15,645'
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.

(\$ THREE HUNDRED + SIXTY-SIX THOUSAND NINETY-SEVEN DOLLARS)

In blank above write out the sum of the bid.

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

Company Name INFRASTRUCTURE SOLUTIONS

By [Signature]
Authorized Person's Signature

MASON COOKSON, DIRECTOR OF OPERATIONS
Print or type name and title of signer

Company Address 9801 BIRCHWOOD BLVD
LEWISIA, MS 38959

Phone 816-606-6280

Fax _____

Email MASON@INFRASTRUCTURESOLUTIONS.COM

Date 11-04-2020

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. 2

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

LATE BIDS CANNOT BE ACCEPTED!

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Infrastructure Solutions, LLC
9801 Renner Boulevard
Lenexa, KS 66219

SURETY:

(Name, legal status and principal place of business)

The Cincinnati Insurance Company
PO Box 145496
Cincinnati, OH 45250

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

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.

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.

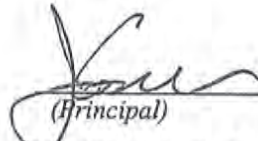
Signed and sealed this 4th day of November, 2020



(Witness)

T. Quarry

(Witness)



(Principal) (Seal)
DIRECTOR OF OPERATIONS

(Title)

David S. Salavitch

(Surety)

David S. Salavitch, Attorney in Fact

(Title)



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

Of Lees Summit, Missouri 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
COUNTY OF BUTLER

)SS:
)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Vestre

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
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.



Ed H.

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



ADDENDUM NO. 1
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. 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+/-

5. 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
Pyramid 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

By: 

Title: DIRECTOR OF OPERATIONS

Address: 9801 PENNELL BLVD.

City, State, Zip: LENEXA, KS 66219

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

Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID

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



ADDENDUM NO. 2
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: INFRASTRUCTURE SOLUTIONS

By: 

Title: DIRECTOR OF OPERATIONS

Address: 9801 REINER BLVD.

City, State, Zip: LEWEXA, KS 66219

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

Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID

New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Dec. 14, 2020

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Resolution 20-63: Park Side Subdivision Preliminary Plat

STRATEGIC PLAN GOAL/STRATEGY

3.2.4: Provide quality, diverse housing options that meet the needs of our community.

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
----------------------	--------------------

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: Dec. 1, 2020
Action/Vote: Approval, 8-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Memorandum of Understanding
Preliminary Plat Drawing

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Joe Duffey, representing Park Side LLC and property owner Tyros Inc., filed a request for preliminary plat approval for the Park Side Subdivision, a 320-lot single-family development proposed west of North Madison Street and south of 163rd Street. The memorandum of understanding outlines the requirements of the developer in completion of this subdivision.

RESOLUTION 20-63

"A RESOLUTION OF THE RAYMORE CITY COUNCIL APPROVING THE PARK SIDE SUBDIVISION PRELIMINARY PLAT"

WHEREAS, the Planning and Zoning Commission held a public hearing on Dec. 1, 2020, on the Park Side Subdivision preliminary plat and forwarded its recommendation of approval to the City Council; and

WHEREAS, the City Council held a public hearing on Dec. 14, 2020, and approved the recommendation of the Planning and Zoning Commission.

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

Section 1. The Park Side Subdivision Preliminary Plat is approved.

Section 2. This resolution shall become effective on and after the date of passage and approval.

Section 3. Any Resolution or part thereof which conflicts with this Resolution shall be null and void.

DULY READ AND PASSED 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



Memorandum of Understanding
for
Park Side Subdivision

Legal Description Contained on Pages 2-3

Between Park Side LLC, Grantor,

and

City of Raymore, Grantee
100 Municipal Circle
Raymore, MO 64083

December 14, 2020

MEMORANDUM OF UNDERSTANDING

The Venue of The Good Ranch

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) FOR THE DEVELOPMENT OF THE PARK SIDE SUBDIVISION is made and entered into this **14th** day of **December, 2020**, by and between Park Side LLC (“Sub-Divider”) also being referred to herein as “Grantors”; and the City of Raymore, Missouri, a Municipal Corporation and Charter City under the laws of the State of Missouri (“City”).

WHEREAS, Sub-Divider seeks to obtain approval from the City for a subdivision to be known as Park Side Subdivision, proposed to be located in the City of Raymore, Cass County, Missouri, and;

WHEREAS, Sub-Divider agrees to assume all subdivision development obligations as described in this agreement; and,

WHEREAS, the City desires to ensure that Sub-Divider will accomplish certain things in order to protect the public health, safety and welfare.

NOW, THEREFORE, in consideration of the promises and covenants herein set forth, and receipt by the City of fees and costs as stated herein, the parties agree as follows:

GEOGRAPHIC LOCATION:

The provisions of this MOU shall apply to the following described property:

A parcel of land being a portion of the North Half of the Northwest Quarter and the North Half of the Northeast Quarter of Section 9, Township 46 North, Range 32 West and the Southeast Quarter of the Southeast Quarter of Section 4, Township 46 North, Range 32 West, City of Raymore, Cass County, Missouri, and described as follows:

Beginning at the Northeast corner of the North Half of said Northeast Quarter; thence South 02°22'28" West along the East line of said North Half, a distance of 949.00 feet to a point 381.53 feet north of the Southeast corner thereof; thence North 88°00'05" West and parallel with the South line of said North Half, a distance of 1144.58 feet; thence South 02°22'28" West and parallel with the East line of North Half, a distance of 381.53 feet to a point on the South line of said North Half; thence North 88°00'05" West along said South line, a distance of 317.99 feet; thence westerly along the North line of a tract of land described in Deed Book 2200, Page 29 of the records of said Cass County, for the following eight courses; thence North 87°39'04" West a

distance of 185.30 feet; thence North 62°25'53" West, a distance of 25.69 feet;thence South 79°08'01" West, a distance of 51.75 feet; thence North 87°52'55" West, a distance of 35.11 feet;thence North 87°33'49" West, a distance of 104.30 feet; thence North 88°09'41" West, a distance of 233.17 feet;thence North 87°33'01" West, a distance of 206.12 feet; thence North 88°14'12" West, a distance of 216.85 feet to a point on the West line of said North Half; thence South 02°28'00" West along said West line, a distance of 1.65 feet to the Southwest corner thereof; thence North 87°58'12" West along the South line of the North Half of said Northwest Quarter, a distance of 2528.26 feet to the Southwest corner thereof; thence North 03°04'04" East along the West line of said North Half, a distance of 1319.59 feet to the Northwest corner thereof; thence South 88°08'18" East along the North line of said North Half, a distance of 2514.48 feet to the Northeast corner thereof; thence South 88°05'04" East along the North line of the North Half of said Northeast Quarter, a distance of 1257.40 feet to the Southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 4; thence North 02°29'05" East, along the West line of said Southeast Quarter of the Southeast Quarter, a distance of 800.55 feet to a point on a line being 528.00 feet south of a parallel with the North line of said Southeast Quarter of the Southeast Quarter; thence South 88°02'15" East and parallel with said North line, a distance of 336.71 feet; thence South 02°29'42" West and parallel with the East line of said Southeast Quarter of the Southeast Quarter, a distance of 521.23 feet; thence South 88°05'22" East, on a line 279.00 feet north of and parallel with the South line of said Southeast Quarter of the Southeast Quarter, a distance of 920.96 feet to a point on the East line of said Southeast Quarter of the Southeast Quarter; thence South 02°29'42" West, along said East line, a distance of 279.01 feet to the Point of Beginning. Said parcel is subject to road right of ways of record and contains 6,766,544 square feet or 155.339 acres, more or less, inclusive of said right of ways.

PRELIMINARY DEVELOPMENT PLAN

1. Sub-Divider intends to develop the entire property as a Master Planned Detached Single Family Community in the manner shown on the Preliminary Plat, attached and incorporated herein as Exhibit A.

2. Zoning and Land Use

- a. The zoning for the entire Property is "R-1P" Single-Family Residential Planned District.

- b. Land Use

1. Detached Single Family Dwellings, as defined by Section 485.010 of the Unified Development Code shall be permitted on all lots, subject to compliance with any special conditions.

2. Accessory uses, including community swimming pools, community clubhouses, playgrounds or other passive/active recreation items are permitted within common or open space areas.

3. Bulk and Dimensional Standards Table:

The following bulk and dimensional standards are established for each lot in the development:

Minimum Lot Area	6,000 sq. ft.
Minimum Lot Width	50 feet
Minimum Lot Depth	100 feet
Minimum Front Yard	25 feet
Minimum Rear Yard	25 feet
Minimum Rear Yard for lots adjacent to stream buffer	20 feet
Minimum Side Yard	7 feet
Minimum Side Yard Corner Lot	10 feet
Maximum Building Coverage	45%
Maximum Building Height	35 feet

4. Landscaping & Screening

- a. A 30-foot landscape buffer within a common area tract(s) shall be provided along 163rd Street and along North Madison Street.
- b. A landscape plan shall be provided as part of the final plat submittal for each phase of the subdivision that is adjacent to 163rd Street or North Madison Street.
- c. The landscaping within the 30-foot landscape buffer shall be installed prior to the issuance of any Certificate of Occupancy for any home in the subdivision phase where the landscape buffer is required.
- d. One yard tree shall be provided in the front yard for each dwelling unit. Corner lots shall be provided with one tree in each front yard.
- d. All required landscaping shall comply with Chapter 430 of the Unified Development Code.
- e. All required landscaping shall be installed prior to the issuance of any Certificate of Occupancy for the applicable building.

5. Parking

a. Off-street Parking shall be provided for each building as follows:

Use	Minimum Parking Spaces Required
Detached Single-Family Dwelling	2 spaces per dwelling unit

b. Off-street parking shall be provided for the swimming pool/clubhouse amenity.

PHASING SCHEDULE

1. The Preliminary Plat is being approved with a defined phasing plan.
2. The Sub-Divider may amend the size of phases submitted for final plat approval in accordance with Section 470.130E of the Unified Development Code.
3. The Sub-Divider may amend the order in which phases are proposed to be developed.
4. The Sub-Divider shall submit final plats in accordance with the phasing schedule approved with the Preliminary Plat.

FINAL PLATS

1. Sub-Divider may submit final plats and associated construction drawings to the City in phases.
2. Each final plat must comply with the bulk and dimensional standards included in this MOU.
3. Final plats shall be submitted in accordance with the Unified Development Code.
4. A final plat application shall be submitted within one year of the date of approval of the Preliminary Plat or the Preliminary Plat becomes null and void.

TRANSPORTATION IMPROVEMENTS

1. Road Improvements

- a. 163rd Street shall be constructed as a Collector Roadway with an eighty-foot (80') right-of-way. Any portion of 163rd Street that is located within the property owned by Cooper Land Development that is required to be improved to provide access to the Park Side Subdivision, but is not constructed at the time the street is necessary to provide access to the Park Side Subdivision, shall be constructed by the Sub-Divider at the Sub-Divider's expense. The City will assist in securing the necessary right-of-way that is needed.
- b. 163rd Street shall be constructed by the Sub-Divider for its entire length through the subdivision (to the west property line of land area identified on the Preliminary Plat as the Park).
- c. North Sunset Lane shall be constructed as a Collector Roadway with a sixty-foot (60') right-of-way.
- d. North Sunset Lane shall be constructed by the Sub-Divider for its entire length through the subdivision, subject to the provisions of subsections f, g, and h.
- e. The Sub-Divider agrees to dedicate the right-of-way, and any necessary construction easements, necessary for the construction of North Sunset Lane at no cost to the City.
- f. North Sunset Lane, and the connection of North Sunset Lane to the existing improved portion of 163rd Street, is included as a project in the City of Raymore General Obligation Bond Issue that was approved by the voters on August 4, 2020. The City intends to construct North Sunset Lane through the subdivision, including the connection of North Sunset Lane to the existing improved portion of 163rd Street. Timing of construction of the road is dependent upon acquisition of the necessary right-of-way and the completion of road construction plans, anticipated to be completed in 2021.
- g. If the Sub-Divider desires to commence construction of a phase of the subdivision that requires access off of North Sunset Lane prior to the City completion of the roadway as part of the G.O. Bond Issue, then the Sub-Divider may commence construction of the

road. A reimbursement agreement will be prepared between the Sub-Divider and the City to allow the Sub-Divider to be reimbursed for the costs associated with the road construction.

- h. If the City constructs North Sunset Lane, and the connection of North Sunset Lane to the existing improved portion of 163rd Street, then the Sub-Divider is relieved of any responsibility to construct the road segments and is not required to pay for any portion of the road construction. The Sub-Divider retains responsibility for construction of the trail segment on the west side of North Sunset Lane.
- i. All other proposed roads within the subdivision shall be constructed as local roads with a fifty foot (50') right-of-way.
- j. The internal roadways serving the development shall be built to City standards to be accepted by the City. Once the roadways are accepted, the City will assume maintenance responsibilities of the roadways.
- k. Turn lanes or other road improvements to North Madison Street shall be determined at the time of construction of the 163rd Street connection to North Madison and/or at the time a final plat for the subdivision phase adjacent to North Madison Street is proposed.

2. Pedestrian Improvements

- a. A ten foot (10') trail along the north side of 163rd Street shall be constructed at the time 163rd Street is extended through the subdivision to connect with North Madison Street.
- b. A ten foot (10') trail shall be constructed on the west side of North Madison Street the entire length of the subdivision at the time the adjacent subdivision phase is constructed.
- c. A ten foot (10') trail shall be constructed on the west side of North Sunset Lane at the time North Sunset Lane is constructed within the subdivision. A five foot (5') sidewalk is required on the east side of North Sunset Lane.
- d. A five foot (5') sidewalk is required on all lots and common areas within the subdivision. Sidewalks in common areas shall be constructed at the time public improvements are installed for the applicable phase of development.

- e. Sidewalks on residential lots shall be constructed prior to the issuance of a Certificate of Occupancy for the home.
- f. No sidewalk or trail is required along the south side of 163rd Street.

SANITARY SEWER IMPROVEMENTS

1. Sanitary sewer service shall be provided to each lot by the Sub-Divider.
2. All public improvements shall be installed in accordance with City standards. Before the installation of any sanitary sewer system improvements, the Sub-Divider shall have the engineering plans approved by the MoDNR and the City of Raymore.
3. The sanitary sewer shall be of sufficient size and depth to serve the tributary area identified in the City's Comprehensive Sewer Plan.
4. The Sub-Divider agrees to pay any applicable sewer connection fees and rate charges.
5. All improvements must be approved by the City, constructed to City standards, and inspected by the City; and Sub-Divider agrees to dedicate easements to the City in compliance with City standards for utility easements.

WATER MAIN IMPROVEMENTS

1. The development is located within the territorial area of the City of Raymore.
2. All improvements to the water service system shall comply with the requirements of the City of Raymore and with the requirements of the South Metropolitan Fire Protection District.

STORMWATER IMPROVEMENTS

1. On-site stormwater management shall be completed in accordance with the stormwater management study approved as part of the Preliminary Plat.

2. A final stormwater management plan is required to be submitted at the time building construction plans are submitted for all the land area contained within the final plat.
3. Stormwater management infrastructure shall be installed and operational prior to the issuance of a Certificate of Occupancy for any applicable or affected building.
4. Storm Water Quality BMPs shall be incorporated into the stormwater management plan in accordance with Chapter 450 of the Unified Development Code.
5. A Stormwater Maintenance Agreement shall be submitted addressing the perpetual maintenance of all stormwater management infrastructure.

PARKLAND DEDICATION

1. Based upon 320 dwelling units, a total of 17.16 acres of park land is required to be dedicated.
2. The Sub-Divider is providing park land dedication in the amount of 10.62 acres. This land dedication consists of all property within the subdivision that is north of 163rd Street. Actual size of the tract is 13 acres, minus the land area required to be dedicated to the City for right-of-way for 163rd Street and for North Madison Street.
3. The 10.62 acres of land shall be dedicated to the City concurrent with the recording of the first final plat that contains lots platted for residential homes.
4. The 10.62 acre tract of land, and the right-of-way for 163rd Street and for North Madison Street shall be contained within a final plat submitted concurrently with the first final plat that contains lots platted for residential homes.
5. The City accepts fee-in-lieu of parkland dedication for the remaining land required to be dedicated to the City. Based upon the purchase price of the property by the Sub-Divider, the fee-in-lieu to be paid to the City shall be One-Hundred Three Thousand and Two-Hundred Dollars (\$103,200.00).
6. The fee-in-lieu shall be paid at the time of recording of each final plat that contains lots platted for residential homes as follows:

Amount to be paid = \$322.50 per lot

OPEN SPACE AND AMENITIES

1. Common open space and subdivision amenities shall be provided in accordance with the approved Preliminary Plat. All privately owned open space, common area, or amenity shall be constructed and maintained by the Sub-Divider.
2. The following amenities are provided on the Preliminary Plat:
 - a. Pool, Clubhouse
 - b. Common Area Tracts
3. A minimum of 20% of the overall development shall be provided in the form of common open space.
4. Amenity Phasing Schedule:
 - a. **Pool and Clubhouse** - Shall be constructed prior to the acceptance of public improvements for Phase 3.

SIGNAGE

1. Subdivision entrance markers are permitted for the development in accordance with Chapter 435 of the Unified Development Code.

FLOODPLAIN

1. No portion of any platted lot shall encroach into the Federal Emergency Management Agency (FEMA) floodplain or the 100-year flood elevation for areas not identified as special flood hazard areas. Common area tracts are allowed to encroach into the floodplain.
2. No land disturbance activities or removal of any trees shall occur within the floodplain area except for:
 - a. work to install the necessary outlet structures for the stormwater detention facilities; or
 - b. work necessary for implementation of any stream enhancements required as part of the stream assessment for the development.

- c. work necessary for installation of utilities.

INSTALLATION AND MAINTENANCE OF PUBLIC IMPROVEMENTS

1. Before the installation of any improvements for a Platted Area, Sub-Divider shall have all engineering plans approved by the City of Raymore.
2. Prior to the issuance of any building permits, Sub-Divider shall install all public improvements necessary to serve the applicable building as shown on approved engineering plans, and said improvements shall have been accepted by the Raymore City Council.
3. The Sub-Divider shall be responsible for the installation and maintenance of all improvements as shown on the approved engineering plans of the subdivision for a period of two years after acceptance by the City, in accordance with the City specifications and policies. Said plans shall be on file with the City and shall reflect the development of said subdivision. Said plans shall include but are not exclusive to the sanitary sewer system, storm drainage system and channel improvements, erosion control, MBF elevations and water distribution systems.
4. The Sub-Divider shall be responsible for the installation of all improvements in accordance with the approved engineering plans. The Sub-Divider hereby agrees to indemnify and hold harmless the City and its past, present and future employees, officers and agents from any and all claims arising from the construction of the improvements located on Sub-Divider's property or from the City's inspection or lack of inspection of the plans, specifications and construction relating to the improvements to be placed on the Sub-Divider's property. Sub-Divider hereby agrees to pay to the City all damages, costs and reasonable attorney's fees incurred by the City and its employees, officers and agents in defending said claims.

FEES, BONDS AND INSURANCE

1. The Sub-Divider agrees to pay to the City, a one percent (1%) Plan Review Fee and five percent (5%) Construction Inspection Fee based on the contract development costs of all public improvements as shown on approved engineering plans of said subdivision. The City Engineer shall review and determine the reasonableness of all costs, as presented.

2. The Sub-Divider agrees to install streetlights in accordance with the approved street light plan. Once streetlights are accepted by the City as part of infrastructure acceptance the City will assume maintenance responsibility for the lights.
3. The Sub-Divider agrees to pay to the City, a \$9 per acre fee for the placement and maintenance of outdoor warning sirens.
4. Per Ordinance #20004, the license (excise) tax for building contractors will be charged at the time of building permits at the applicable rate at the time each building permit application is approved.

GENERAL PROVISIONS

1. The parties agree that execution of this agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which Sub-Divider must comply and does not in any way constitute prior approval of any future proposal for development.
2. The covenants contained herein shall run with the land described in this agreement and shall be binding and inure to the benefit of the parties hereto and their successors or assigns and on any future and subsequent purchasers of the property.
3. This agreement shall constitute the complete agreement between the parties and any modification hereof shall be in writing, subject to the approval of the parties.
4. If, at any time, any part hereof has been breached by Sub-Divider, the City may withhold approval of any or all building permits, or suspend or revoke any issued permits, applied for in the development, until the breach or breaches has or have been cured to the satisfaction of the City.
5. This agreement shall be recorded by the City and its covenants shall run with the land and shall bind the parties, their successors and assigns, in interest and title.
6. Any provision of this agreement which is not enforceable according to law will be severed heretofore and the remaining provisions shall be enforced to the fullest extent permitted by law. The terms of this agreement shall be construed and interpreted according to the laws of the State of Missouri. Venue for any dispute arising from, or interpretation of this agreement shall be in the Circuit Court of Cass County, Missouri.

7. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be effective until approved by by the City Council of the City of Raymore, Missouri.
8. Whenever in this agreement it shall be required or permitted that notice or demand be given or served by either party to this agreement to or on the other party, such notice or demand shall be delivered personally or mailed by First Class United States mail to the addresses hereinafter set forth. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above.

If to the City, at:

City Manager
100 Municipal Circle
Raymore, MO 64083

If to Park Side LLC at:

Park Side LLC
Attn: Joe Duffey
105 N. Stewart
Liberty, MO 64068

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

(SEAL)

THE CITY OF RAYMORE, MISSOURI

Jim Feuerborn, City Manager

Attest:

Erica Hill, City Clerk

Sub-Divider – Signature

Printed Name

Sub-Divider – Signature

Printed Name

Subscribed and sworn to me on this
the _____ day of _____ 20__
in the County of _____,
State of _____.

Stamp:

Notary Public: _____ My Commission Expires: _____



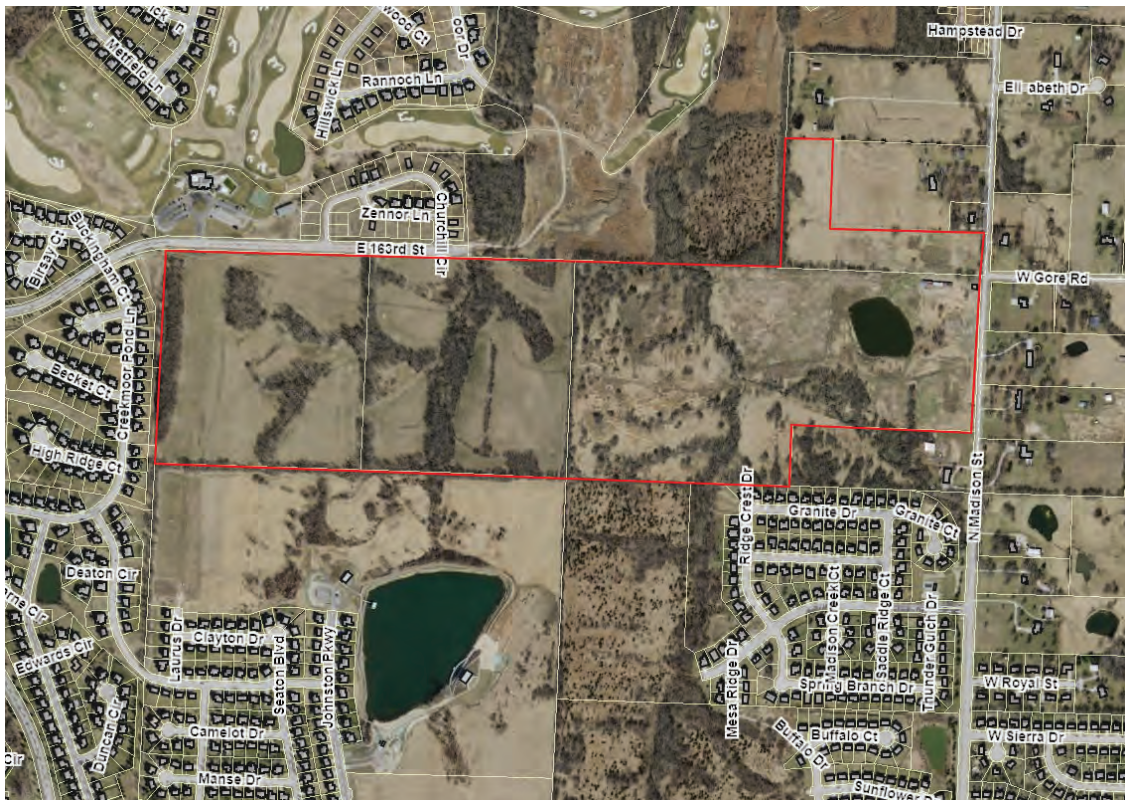
To: City Council
From: Planning and Zoning Commission
Date: December 14, 2020
Re: Case #20023: Park Side Subdivision - Preliminary Plat

GENERAL INFORMATION

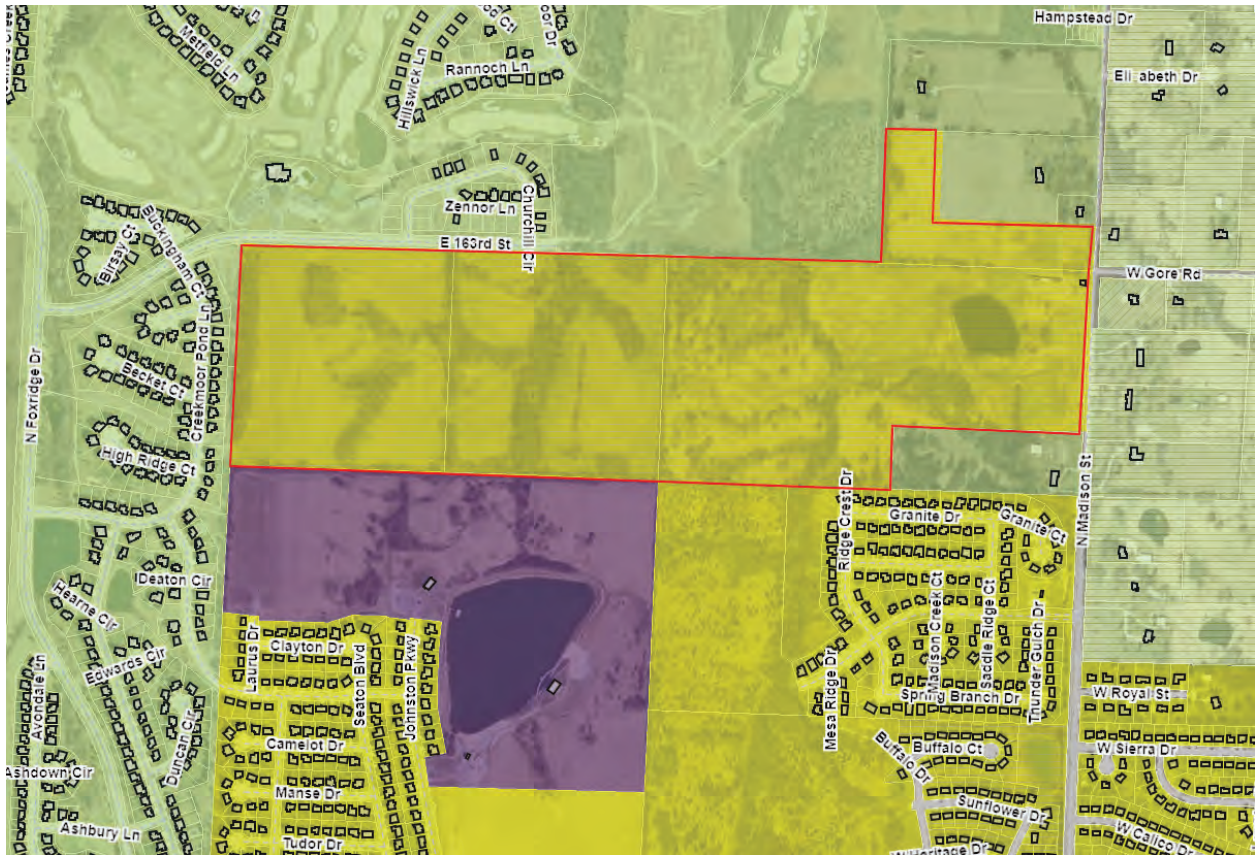
Applicant/Property Owner Joe Duffey / Tyros, Inc.
Park Side LLC
105 N Stewart
Liberty, MO 64068

Requested Action: Preliminary Plat Approval for 155.39 acres

Property Location: Generally at the future extension of 163rd Street and Sunset Lane.



Existing Zoning: R-1P Single-Family Residential Planned District



Existing Surrounding Zoning: North: A - Agriculture District
PUD - Planned Unit Development District
South: PR - Park
R-1 - Single Family Residential District
A - Agricultural
East: RE - Rural Estate
West: PUD - Planned Unit Development District

Total Tract Size: 155.39 acres

Total Number of Lots: 320 lots

Legal Description: A parcel of land being a portion of the North Half of the Northwest Quarter and the North Half of the Northeast Quarter of Section 9, Township 46 North, Range 32 West and the Southeast Quarter of the Southeast Quarter of Section 4, Township 46 North, Range 32 West, City of Raymore, Cass County, Missouri, and described as follows:

Beginning at the Northeast corner of the North Half of said Northeast Quarter; thence South 02°22'28" West along the East line of said North Half, a distance of 949.00 feet to a point 381.53 feet north of the Southeast corner thereof; thence North 88°00'05" West and parallel with the South line of said North Half, a distance of 1144.58 feet; thence South 02°22'28" West and parallel with the East line of North Half, a distance of 381.53 feet to a point on the South line of said North Half; thence North 88°00'05" West along

said South line, a distance of 317.99 feet; thence westerly along the North line of a tract of land described in Deed Book 2200, Page 29 of the records of said Cass County, for the following eight courses; thence North 87°39'04" West a distance of 185.30 feet; thence North 62°25'53" West, a distance of 25.69 feet; thence South 79°08'01" West, a distance of 51.75 feet; thence North 87°52'55" West, a distance of 35.11 feet; thence North 87°33'49" West, a distance of 104.30 feet; thence North 88°09'41" West, a distance of 233.17 feet; thence North 87°33'01" West, a distance of 206.12 feet; thence North 88°14'12" West, a distance of 216.85 feet to a point on the West line of said North Half; thence South 02°28'00" West along said West line, a distance of 1.65 feet to the Southwest corner thereof; thence North 87°58'12" West along the South line of the North Half of said Northwest Quarter, a distance of 2528.26 feet to the Southwest corner thereof; thence North 03°04'04" East along the West line of said North Half, a distance of 1319.59 feet to the Northwest corner thereof; thence South 88°08'18" East along the North line of said North Half, a distance of 2514.48 feet to the Northeast corner thereof; thence South 88°05'04" East along the North line of the North Half of said Northeast Quarter, a distance of 1257.40 feet to the Southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 4; thence North 02°29'05" East, along the West line of said Southeast Quarter of the Southeast Quarter, a distance of 800.55 feet to a point on a line being 528.00 feet south of a parallel with the North line of said Southeast Quarter of the Southeast Quarter; thence South 88°02'15" East and parallel with said North line, a distance of 336.71 feet; thence South 02°29'42" West and parallel with the East line of said Southeast Quarter of the Southeast Quarter, a distance of 521.23 feet; thence South 88°05'22" East, on a line 279.00 feet north of and parallel with the South line of said Southeast Quarter of the Southeast Quarter, a distance of 920.96 feet to a point on the East line of said Southeast Quarter of the Southeast Quarter; thence South 02°29'42" West, along said East line, a distance of 279.01 feet to the Point of Beginning. Said parcel is subject to road right of ways of record and contains 6,766,544 square feet or 155.339 acres, more or less, inclusive of said right of ways.

Growth Management Plan: The Future Land Use Map of the current Growth Management Plan designates this property as appropriate for low density residential.

Major Street Plan: The Major Thoroughfare Plan Map classifies the extension of 163rd Street as a major collector road. The extension of Sunset Lane is identified as a minor collector road. North Madison Street is classified as a major collector

Advertisement: November 12, 2020 **Journal Newspaper**

Good Neighbor: November 19, 2020

Public Hearing: December 1, 2020 Planning Commission meeting
December 14, 2020 City Council

Items of Record: **Exhibit 1. Mailed Notices to Adjoining Property Owner**
Exhibit 2. Notice of Publication
Exhibit 3. Unified Development Code
Exhibit 4. Application
Exhibit 5. Growth Management Plan
Exhibit 6. Staff Report
Additional exhibits as presented during hearing

PRELIMINARY PLAT REQUIREMENTS

The following section of the Unified Development Code is applicable to this application:

Section 470.110: Preliminary Plats

A. Applications

1. An application for a preliminary plat may be obtained from the Community Development Director. The application must be completed in its entirety in accordance with Section 470.010C and submitted at least 60 days prior to the date of the meeting where it will be considered.
2. For property in commercial or industrial zoning districts, the application must be submitted at least 30 days prior to the date of the meeting.

B. Memorandum of Understanding

A Memorandum of Understanding (MOU) may be required by the City for any preliminary plat application request.

C. Procedure

1. Pre-Application Conference

Prior to filing an application for a preliminary plat, the applicant must attend a pre-application conference in accordance with Section 470.010B.

2. Development Review Committee and Other Agency Review

a. Upon receipt of a complete application, the Community Development Director will distribute copies of the preliminary plat and supportive information to the Development Review Committee. The application will be reviewed by the Development Review Committee for compliance with applicable regulations of this Code.

b. The Community Development Director will also distribute copies of the preliminary plat to the following governmental agencies, departments, and other persons as may be deemed appropriate for the particular proposed subdivision:

- (1) Fire District;
- (2) Police Department;
- (3) School District;
- (4) State Highway Department (if the subdivision is adjacent to a State Highway); and
- (5) any utility companies providing gas, electric or telephone service in or near the subdivision.

c. The agencies, departments and persons identified in this section will have a minimum of 10 working days to review the preliminary plat and to make their report and recommendations to the Planning and Zoning Commission.

d. If a report has not been returned to the office of the Community Development Director within 10 working days after receiving a plat for review, the proposed plat will be deemed to be in conformance with the laws, rules or policies of the reviewing agency or department.

3. Planning and Zoning Commission Public Hearing

All proposed preliminary plats must be submitted to the Planning and Zoning Commission for review and recommendation. The Planning and Zoning Commission will hold a public hearing on the application in accordance with Section 470.010E

4. Planning and Zoning Commission Recommendation

- a.** The Planning and Zoning Commission will consider the preliminary plat within 60 days of its receipt by the Community Development Director, or at the next regular meeting for which the plat may be scheduled.
- b.** The Planning and Zoning Commission will review and consider the reports and recommendations of the agencies, departments and persons to whom the preliminary plat has been submitted for review.
- c.** If the preliminary plat does comply with all requirements, the Planning and Zoning Commission will forward the application to the City Council with a recommendation of approval.
- d.** If the preliminary plat is in general, but not complete compliance, the Planning and Zoning Commission may recommend conditional acceptance of the preliminary plat. The conditions of such acceptance will specify the modifications necessary to achieve full compliance. The Planning and Zoning Commission will forward the application to the City Council with a recommendation of approval, subject to conditions.
- e.** If the preliminary plat is not in compliance with all requirements, the Planning and Zoning Commission will recommend disapproval of the preliminary plat. Within 10 days of its final action, the Planning and Zoning Commission must notify the subdivider in writing of the reasons for its recommendation for disapproval.
- f.** If the preliminary plat is not recommended for approval, the subdivider may modify the preliminary plat and re-submit it to the Planning and Zoning Commission. If the plat is amended and re-submitted within 60 days of the disapproval of the original preliminary plat, no additional filing fee will be required. The Planning and Zoning Commission may reconsider the preliminary plat at a regular meeting for which the plat may be scheduled by the Community Development Director.

5. City Council Public Hearing

The Raymore City Council must hold a public hearing on the application in accordance with Section 470.010E1b through d and E2.

6. City Council Action

- a.** The City Council must consider the request within 60 days of receipt of written recommendation of the Planning and Zoning Commission. Upon receipt of the recommendation of the Planning and Zoning Commission, the City Council must consider the application and may take final action to approve or disapprove it.
- b.** If final action is not taken by the City Council within 120 days after the recommendation of the Planning and Zoning Commission is submitted to it, the preliminary plat will be deemed to have been defeated and denied, unless the applicant has consented to an extension of this time period. Whenever a preliminary plat is defeated, either by vote of the City Council or by inaction described in this section, such preliminary plat cannot be passed without another public hearing that is noticed in accordance with this chapter.
- c.** If the City Council approves an application, it will adopt a resolution to that effect.

7. Findings of Fact

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

- a. the preliminary plat will not adversely affect the appropriate use of neighboring property;
- b. the preliminary plat is in compliance with all applicable regulations of the Unified Development Code, Growth Management Plan, and other City regulations and plans;
- c. the preliminary plat will not impose undue burden upon existing public services and facilities; and
- d. the preliminary plat will make adequate provision to accommodate resulting additional demands which may be imposed upon roads and streets, water supply and storage, storm sewerage, sanitary sewerage, and wastewater treatment without substantially increasing public costs and expenditures.

8. Effect of Approval of Preliminary Plat

a. Approval of the preliminary plat does not constitute final acceptance of the subdivision by the City Council, but will be considered permission to prepare and submit a final plat. Preliminary plat approval will be effective for no more than one year from the date approval was granted unless:

- (1) a final plat application is submitted within one year of the date of preliminary plat approval;
- (2) upon the request of the subdivider, the City Council grants an extension; or
- (3) final plat applications are submitted in accordance with the requirements for staged development of final plats in accordance with Section 470.130E.

b. If preliminary plat approval expires, the preliminary plat must be re-submitted as if no such plat had ever been approved.

9. Extension of Preliminary Plat

An applicant must request that the City Council grant an extension of an approved preliminary plat prior to the expiration date of the preliminary plat. An extension of the preliminary plat can only be requested if it remains unchanged from last acceptance. A request for extension does not require submission of a new application fee or a public hearing

PREVIOUS PLANNING ACTIONS ON OR NEAR THE PROPERTY

1. The PUD Planned Unit Development zoning designation for Creekmoor Subdivision was established by the City on January 26, 2004.
2. The R-1 Single-Family Residential zoning designation for Madison Creek Subdivision was established by the City on November 21, 1999. The first 3 phases of the subdivision have been constructed. The preliminary plat for the remaining undeveloped land has expired.

3. The PR Parks, Recreation and Public Use zoning designation for Hawk Ridge Park was established by the City on September 28, 2009.
4. The RE Rural Estate zoning designation for properties on the east side of North Madison Street was established by the City on October 28, 2009.
5. The R-1P zoning designation was approved for the subject property on October 12, 2020.

GOOD NEIGHBOR INFORMATIONAL MEETING COMMENTS

Fifty-four property owners were identified within 185 feet of the property boundary and notified of the Good Neighbor Meeting held on November 19, 2020. Only one neighbor was present and discussed drainage of the subdivision and potential impact upon his property. Joe Duffey, developer, committed to making sure that drainage would not affect the neighbor’s lot and family farm to the south whether that be through swales or enclosed piping.

ENGINEERING DEPARTMENT COMMENTS

The Engineering Division of Public Works has reviewed the application, Traffic Study and Stormwater Study and determined that the proposed plans and specifications comply with the standards adopted by the City of Raymore. Please see the attached memo for comments and recommendations.

STAFF COMMENTS

1. The current bulk and dimensional standards determined during the property rezoning are as follows:

	R-1P
Minimum Lot Area	6,000
per lot	-
per dwelling unit	2,000 sq.ft.
Minimum Lot Width (feet)	50
Minimum Lot Depth (feet)	100
Yards, Minimum (feet)	
front	25
rear	25
side	7
side, abutting residential district	15
Maximum Building Height (feet)	35
Maximum Building Coverage (%)	45

2. The proposed project was shared with the South Metropolitan Fire Protection District. The District had no comments or concerns.

3. There is an 80-foot right-of-way provided for the extension of 163rd Street. There is also an additional 60 feet of right-of-way for the extension of North Sunset Lane. The proposed plan does not show any conflict with these future rights-of-way.
4. With Preliminary Plat approval, the property owner(s) may submit construction plans for any required public improvements and commence construction on those improvements.
5. Final Plat approval and acceptance of the required public infrastructure will be required before the issuance of any building permits on the property.
6. There are two streams crossing through the property that are required to be preserved through the City's stream buffer requirements. The proposed plat includes the limits of Zone A FEMA Floodplain on the property. The City stream buffer requirements have been met.
7. Pedestrian safety and connectivity is evaluated as part of the preliminary plat. Five-foot sidewalks will be required with the submittal of individual lots for building permits. Sidewalk will be required on the west side of Sunset Lane and a trail will be required on the east side. A trail will also be required along the north side of 163rd Street and along the west side of North Madison Street.
8. A Memorandum of Understanding (MOU) has been prepared for the subdivision. The MOU outlines all of the requirements and expectations of the City and of the Sub-Divider regarding public infrastructure and timing of installation of private amenities.
9. The administration of the Raymore-Peculiar School District was advised of the proposed preliminary plat and indicated the district was aware of the proposed development and did not have any concerns.
10. The Raymore Parks and Recreation Board, on June 23, 2020, accepted the proposed land dedication of the 10.62 acre park on the north side of 163rd Street, adjacent to North Madison Street, along with a fee-in-lieu requirement that will be paid as final plats are submitted.
11. Sanitary sewer currently crosses through the property. Mains will be extended off the existing line to serve the development. The entire subdivision will be served by gravity sewer.
12. Water main exists along 163rd Street. The main will be required to be extended east to North Madison Street to serve the entire development.

13. The proposed street names have been checked against the City and County database, are compliant with the City addressing policy, and will be reserved.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

Under Section 470.110 of the Unified Development Code, the Planning and Zoning Commission and City Council is directed concerning its actions in dealing with a preliminary plat request. Under 470.110 (C) (7) the Planning and Zoning Commission and City Council is directed to make findings of fact taking into consideration the following:

- 1. the preliminary plat will not adversely affect the appropriate use of neighboring property;**

The preliminary plat will not adversely affect the appropriate use of neighboring properties. The property has always been intended to be developed for single-family residential use.

- 2. the preliminary plat is in compliance with all applicable regulations of the Unified Development Code, Growth Management Plan, and other City regulations and plans;**

The preliminary plat is in compliance with all applicable regulations of the Unified Development Code, Growth Management Plan, and other City regulations and plans. The proposed lots comply with the development standards for the underlying zoning district, and the proposed land uses are consistent with the Future Land Use Map adopted by the City.

- 3. the preliminary plat will not impose undue burden upon existing public services and facilities; and**

The preliminary plat will not impose undue burden upon existing public services and facilities. Infrastructure to serve the property has been sized to meet the future demands for service to the property.

- 4. the preliminary plat will make adequate provision to accommodate resulting additional demands which may be imposed upon roads and streets, water supply and storage, storm sewerage, sanitary sewerage, and wastewater treatment without substantially increasing public costs and expenditures.**

There is sufficient capacity in the water and sanitary sewer systems to support full development of the property. The road network was designed to accommodate full development of the property, or is being extended to serve the development. The Traffic Study that was submitted with the preliminary plat application identifies various right-turn lane improvements that shall be incorporated into the future development of

the property. Stormwater detention facilities will be constructed as development occurs to control water runoff from development on the property. Costs associated with extension of any water, sanitary sewer lines, storm sewer lines, or roadway improvements will be borne by the property owner and/or developer.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council</u>
Public Hearing	December 1, 2020	December 14, 2020

STAFF RECOMMENDATION

City Staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward case #20023 Park Side - Preliminary Plat to the City Council with a recommendation of approval subject to the following conditions:

1. All public improvements shall be designed in accordance with the most recent Kansas City Metro APWA design standards including section 5601.5 regarding overland flow.
2. All cul-de-sac islands shall provide run-off treatment. Maintenance of these BMP's shall be the responsibility of the Developer.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its December 1, 2020 meeting, voted 8-0 to accept the staff proposed findings of fact and forward case #20023 Park Side - Preliminary Plat to the City Council with a recommendation of approval subject to the following conditions:

1. All public improvements shall be designed in accordance with the most recent Kansas City Metro APWA design standards including section 5601.5 regarding overland flow.
2. All cul-de-sac islands shall provide run-off treatment. Maintenance of these BMP's shall be the responsibility of the Developer.

Note: The submitted preliminary plat includes language incorporating the conditions.

Memorandum

TO: Planning and Zoning Commission
FROM: Michael Krass, Director of Public Works & Engineering
DATE: November 24, 2020
RE: Parkside Preliminary Plat

The Engineering Division has reviewed the above referenced development plan and offers the following comments.

Project Location: The development is located west of Madison Street and south of 163rd Street.

Sanitary Sewer System - The project will be served by an existing gravity sewer that is located on the property.

Water System - The project is served by existing water main and by the extension of a trunk water main along 163rd Street. There is sufficient flow for the development.

Storm Water System/Water Quality - The development proposes to control runoff through a combination of underground conduits and detention basins.

Transportation - The site will be served by a local road network and by the extension of 163rd Street which will connect to Foxridge Drive and Madison Street. The existing and proposed transportation system has adequate capacity to support this development.

Summary

The Engineering Division requests the Planning and Zoning Commission include the following two conditions as part of the Preliminary Plat Approval.

1. All public improvements shall be designed in accordance with the most recent Kansas City Metro APWA design standards including section 5601.5 regarding overland flow.
2. All cul-de-sac Islands shall provide run-off treatment. Maintenance of these BMP's shall be the responsibility of the Developer.

Planning and Zoning Commission Meeting Minutes Excerpt December 1, 2020

7. New Business -

a. Case #20023 - Park Side Subdivision - Preliminary Plat (public hearing)

Chairman Wiggins opened the public hearing at 7:03 pm.

Mr. Joe Duffey gave an overview of the 155 acre property that is to the east of Creekmoor. The project will be all single family residential.

City Planner Katie Jardieu stated that the property was approved to be rezoned from "A" Agricultural District to "R-1P" Single Family Planned Residential District on October 28, 2020. Fifty-four property owners were notified of the Preliminary Plat and the required Good Neighbor Meeting held on November 19, 2020. One neighbor attended the meeting to discuss drainage onto his property. The Engineering department has reviewed the application, Traffic Study and Stormwater Study is in compliance with city standards. Ms. Jardieu also pointed out the 75-foot right-of-way for the extension of 163rd Street and the additional 50 feet of right-of-way for the extension of Sunset Lane. The Raymore-Peculiar School Board was given the preliminary plat and stated they were aware of the proposed development and did not have any concerns. The Raymore Parks and Recreation Board approved the land dedication and fee-in-lieu on June 23, 2020. Staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward the case #20023 - Park Side Subdivision - Preliminary Plat to the City Council with a recommendation of approval subject to the two conditions recommended by staff.

Chairman Wiggins asked if any public would like to speak.

Ms. Pam Townsend of 1002 N. Madison asked when the construction was planned to start and when the surveying would be complete.

Robert Walquist, the engineer for the project, stated that construction for the first phase could potentially start in the Spring of 2021 and that surveys should be finished this week as they have some additional information to wrap up.

Commissioner Faulkner asked as to the plans for the pond currently on the property. Mr. Walquist answered that since it is not the jurisdiction of the Army Corps of Engineers, it will be filled in and homes later potentially placed on it. Commissioner Faulkner then asked if the MOU or the Staff Report was correct in regards to the right-of-way being sixty feet or eighty feet. Ms. Jardieu stated the MOU is correct that it is eighty feet of right of way for 163rd Street and sixty feet for Sunset Lane. Commissioner Faulkner then asked who was responsible for the portion of 163rd Street not shown on this preliminary plat. Ms. Jardieu stated that the property was under the ownership of Creekmoor and their responsibility to complete once they reached those phases. Commissioner Faulkner then repeated the question to Public Works Director Mike Krass. Mr. Krass stated that it was the responsibility of Creekmoor, however based on conversations with them it was not likely that they would develop that area for several more years and the City may step in to finish the road if needed. Commissioner Faulkner then repeated the question to City Attorney Jonathan Zerr. Mr. Zerr stated that Creekmoor had the extension of 163rd Street in that area as part of their MOU but if the City felt it needed to extend the street prior to that, then that would be up to the City.

Commissioner Bowie asked if connectivity between subdivisions through trail connections was taken into account. Ms. Jardieu stated that while sidewalk connections are taken into account, trails may not necessarily connect through subdivisions. She stated that would be looked into with the Strategic Plan updates that are underway.

Commissioner Urquilla asked about how these homes would affect traffic at 155th Street and Foxwood Drive. Mr. Krass stated that with the extension of Sunset Lane, the current roads have capacity to handle the subdivision. Additionally, based on the recent findings from the Traffic Study, Highway 58 within the City of Raymore functions at a level of service A and B which is unheard of for similar roads.

Chairman Wiggins closed the public hearing at 7:15 pm.

Motion by Commissioner Faulkner, Seconded by Commissioner Bowie, to accept staff proposed findings of fact and forward case #20023 Park Side Subdivision Preliminary Plat to City Council with a recommendation of approval, subject to the two conditions recommended by staff.

Roll Call Vote on Motion:

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

Motion passed 8-0-0.

OWNED BY
COURTNEY R. BROWN
5-20-20
SCALE: 1" = 200'

PARK SIDE
CML PLANS FOR
PARK SIDE
RAYMORE, CASS COUNTY, MISSOURI

Civil Engineering Inc.
821 NE Columbia St
Phone: (417) 563-5275
www.cei-engineering.com

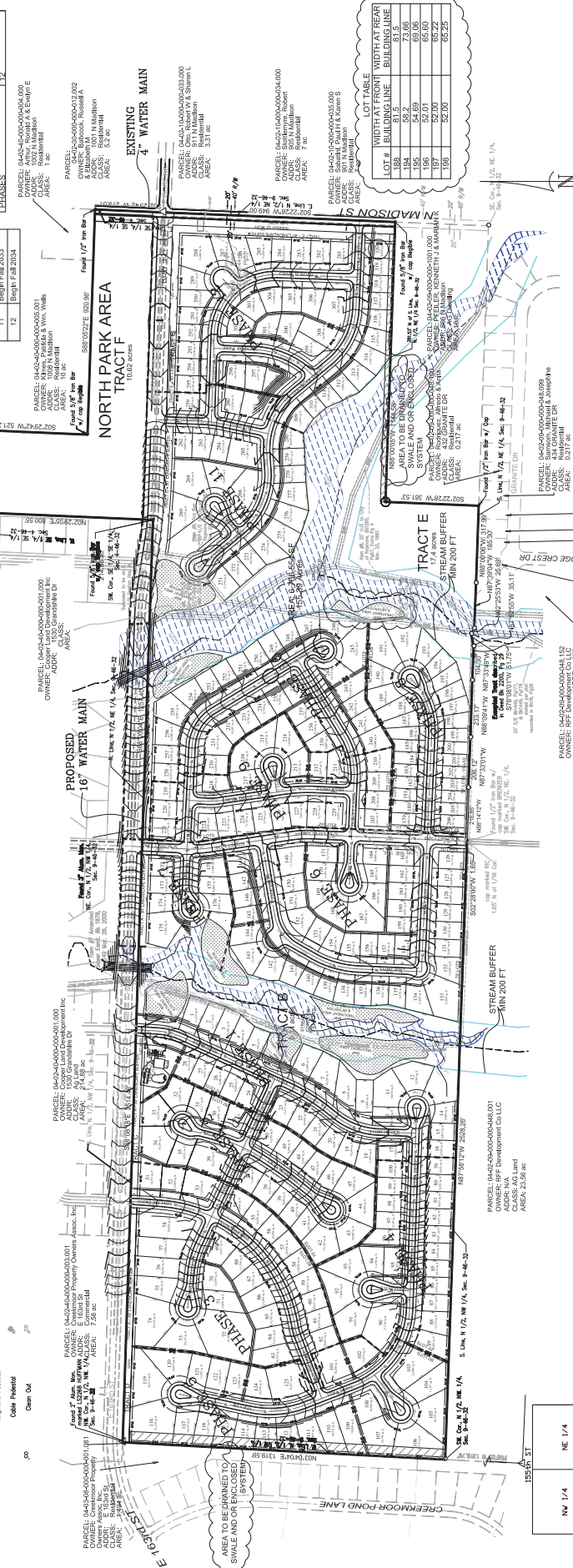
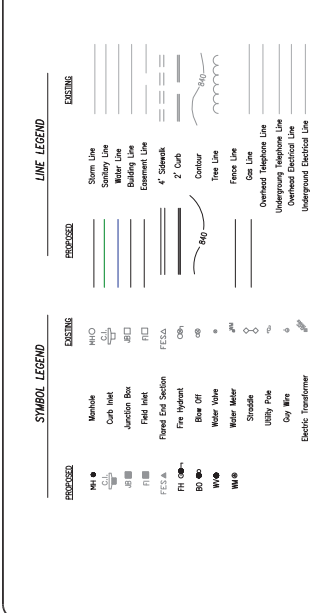
REVISION table with columns for DATE, PER CITY & CLIENT COMMENTS, and PER CITY COMMENTS.

DEVELOPER: PARK SIDE LLC, JOE H. DUFFY, 605 N STEWART LIBERTY, MO 64086. Includes tables for OPEN AREA, SINGLE FAMILY, and CONTINGENCY SCHEDULE.

Table with columns for LOT AREA (MIN), LOT WIDTH (MIN), LOT DEPTH (MIN), BUILDING COVERAGE, REAR YARD SETBACK, ADJACENT TO STREAM BUFFER, SIDE YARD SETBACK, and CORNER LOT SIDE YARD.

Improvements: 1. 10' foot trail will be constructed with Sunset Drive Improvements. 2. 10' foot trail will be constructed with Sunset Drive Improvements.

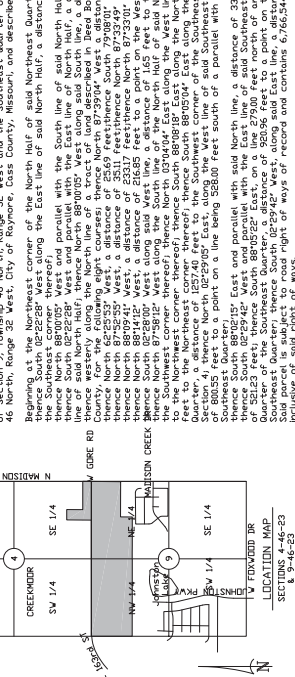
AMENITIES: 1. Pool will be provided at 25'-50' or approximately that size but over the 1000 square foot requirement. 2. Credit will be given for trails required by the Growth Management Plan...



LOT TABLE with columns for LOT #, BUILDING LINE, WIDTH AT FRONT, and WIDTH AT REAR.

UTILITY NOTES: 1. SANITARY SEWER GRAVITY MAINS SHALL BE LOCATED WITHIN A DESIGNATED DRAINAGE OR ROW. 2. NEW WATER MAIN OR HYDRANTS ARE PROPOSED...

Notes: 1. Title of Bearings: Missouri (MAD) Coordinate System, Missouri Western Zone, US, Foot. 2. All bearings and distances shown on this survey are measured unless otherwise noted.





CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Dec. 14, 2020

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Bill 3592: Raymore Galleria North Third Plat

STRATEGIC PLAN GOAL/STRATEGY

3.1.1: Expand the commercial tax base

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
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STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: Dec. 1, 2020
Action/Vote: Approval, 7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Final Plat Drawing

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

David Block, representing North Raymore 58 Equity Partners LLC, filed a request for final plat approval for the Raymore Galleria North Third Plat, a 2-lot commercial development proposed for the north side of 58 Highway, east of Westgate Drive. The final plat establishes the lot boundaries for the approved Scooter's Coffee and one additional commercial lot.

BILL 3592

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE RAYMORE GALLERIA NORTH THIRD PLAT"

WHEREAS, the Planning and Zoning Commission met and reviewed this request and submits a recommendation of approval on the application to the City Council of the City of Raymore, Missouri; and

WHEREAS, the City Council of the City of Raymore, Missouri, in accordance with the provisions of the Raymore Unified Development Code, has held a meeting to approve the dedication to the public use of any street or ground shown upon the plat; and

WHEREAS, the City Council of the City of Raymore, Missouri, finds and declares that the provisions contained and enacted are in pursuance of and for the purpose of securing and promoting the public safety, health, and general welfare of persons in the City of Raymore in their use of public rights-of-ways.

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

Section 1. The City Council makes its findings of fact as contained in the staff report and accepts the recommendation of the Planning and Zoning Commission.

Section 2. That the subdivision known as Raymore Galleria North Third Plat is approved for the tract of land described below:

A tract of land in the Southwest Quarter of the Southwest Quarter of Section 08, Township 46 North, Range 32 West of the Fifth Principal Meridian, being in the City of Raymore, Missouri, being part of Lot 4 of Westgate Plat, a subdivision recorded in Plat Book 24, at Page 33, more particularly described as follows:

Beginning at the Southeast corner of said Lot 4, Westgate Plat; thence Westerly along the South line of said Lot 4, also being the North right-of-way line of Foxwood Drive, as now established, on a curve to the right having an initial Tangent Bearing of $86^{\circ} 28' 43''$ W, a radius of 5679.58 feet, for an ARC Length of 192.68 feet; thence on a curve to the left, Tangent to the previous curve, having a Radius of 5779.58 feet, for an Arc Length of 155.32 feet to the Southeast corner of Raymore Galleria North - Second Plat, a subdivision recorded in Plat Book 21 at Page 69 also being on the West line of said Lot 4, Westgate Plat; thence North $02^{\circ} 20' 51''$ East, along the West line of said Lot 4, a distance of 113.35 feet; thence North $19^{\circ} 48' 57''$ East, along the West line of said Lot 4, a distance of 73.29 feet; thence North $02^{\circ} 20' 51''$ East, along the West line of said Lot 4, a distance of 70.09 feet; thence North $87^{\circ} 39' 09''$ West, along the South line of said Lot 4, a distance of 22.00 feet, said point being the Northeast corner of said Lot 1, Raymore Galleria North - Second Plat; thence North $02^{\circ} 20' 51''$ East, a distance of 24.00 feet to the Northeast corner of Tract "A" in said Raymore Galleria North - Second Plat; thence S $87^{\circ} 39' 09''$ E. a distance of 47.00 feet; thence N $02^{\circ} 20' 21''$ E. a distance of 130.00 feet; thence S $87^{\circ} 39' 09''$ E. a distance of 95.64 feet; thence on a curve to the left, tangent to the last course, having a radius of 86.00 feet, for an arc length of 135.03 feet; thence S $87^{\circ} 39' 09''$ E, a distance of 130.00 feet to a point on the East line of said Lot 4, Westgate Plat and being on the East line of the Southwest Quarter of said Southwest Quarter, also being a point on the West line of

Foxwood Springs Plat No. 5, a subdivision recorded in Plat Book 8, at Page 75; thence South 03° 34' 53" West, along said East line of the Southwest Quarter of the Southwest Quarter, and along the East line of said Lot 4, Westgate Plat, a distance of 506.98 feet to the North right-of-way line of Foxwood Drive, as now established and being the Point of Beginning. Containing 150,273.46 square feet or 3.45 acres, more or less.

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

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

DULY READ THE FIRST TIME THIS 14TH DAY OF DECEMBER, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH 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



To: City Council
From: Planning and Zoning Commission
Date: December 14, 2020
Re: Case #20025: Raymore Galleria North Third Plat

GENERAL INFORMATION

**Applicant/
Property Owner:** North Raymore 58 Equity Partners, LLC
605 W. 47th Street Suite 200
Kansas City, MO 64112

Property Location: N. Side of 58 Highway, east of Westgate Drive



Existing Zoning: C-3 Regional Commercial District

Existing Surrounding Zoning: **North:** C-3 - Regional Commercial District
South: C-3 - Regional Commercial District
R-1 - Single-Family Residential
East: PUD - Planned Unit Development District
West: C-3 - Regional Commercial District

Existing Surrounding Uses: **North:** Undeveloped
South: Commercial
Single-Family Residential
East: Planned Residential Senior Living
West: Commercial

Total Tract Size: 3.45 acres

Total Number of Lots: 2 Lots & 2 tracts

Density – units per Acre: n/a

Growth Management Plan: The Future Land Use Map of the current Growth Management Plan designates this property as appropriate for Commercial and Business Development.

Major Street Plan: The Major Thoroughfare Plan Map classifies Highway 58 as a major arterial and Westgate Drive as a minor arterial road.

Advertisement: City Ordinance does not require advertisement for Final Plats.

Public Hearing: City Ordinance does not require a public hearing for Final Plats

PROPOSAL

Outline of Requested Action: The applicant seeks to obtain Final Plat approval for *Raymore Galleria North Third Plat*

City Ordinance Requirements: In order for the applicant to accomplish the aforementioned action they must meet the provisions of the Unified Development Code. Chapter 470 of the Unified Development Code outlines the requirements and actions that need to be taken in order to final plat property, specifically, Section 470.130.

PREVIOUS ACTIONS ON OR NEAR THE PROPERTY

1. The property was rezoned to C-3 Regional Commercial District in June 2009.

2. The Raymore Galleria North Preliminary Plat was approved on June 28, 2010.
3. A site plan for lot 2 was approved on September 15, 2020 for a Scooter’s Coffee Drive Thru. Installation of utilities and site grading has begun.
4. A private drive was previously constructed through Tract “A” to provide rear lot access.
5. Access to the site from 58 Highway using the private drive in Tract “A” was approved with the Preliminary Plat for Raymore Galleria North.

ENGINEERING DIVISION COMMENTS

The Engineering Division indicated the proposed final plat complies with the design standards of the City of Raymore and recommends approval of the final plat.

STAFF COMMENTS

1. The current bulk and dimensional standards for the C-3 Regional Commercial zoning district are as follows:

C-3	
Minimum Lot Area	
per lot	-
per dwelling unit	2,000 sq.ft.
Minimum Lot Width (feet)	100
Minimum Lot Depth (feet)	100
Yards, Minimum (feet)	
front	30
rear	20
side	10
side, abutting residential district	20
Maximum Building Height (feet)	80
Maximum Building Coverage (%)	50

2. The proposed project was shared with the South Metropolitan Fire Protection District. The District had no comments or concerns.
3. There is a 27-foot access easement for the private drive recently constructed to the east of the car wash.
4. Extensions of the water main, sanitary sewer main, and driveway access to serve the two lots were previously constructed by the developer.
5. The stormwater detention area in Tract “B” was previously constructed by

the developer.

6. There is a storm sewer outlet pipe from the detention area that crosses through the property towards 58 Highway.
7. Site Plan approval will be required before the issuance of any building permit upon Lot 1.
8. No buildings are being proposed for Lot 1 at this time.
9. The area to the north, approximately 5.64 acres contained in Lot 4 of the Westgate Plat, will remain unplatted as a C-3 zoned commercial area.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

Section 470.130 of the Unified Development Code states that the Planning and Zoning Commission will recommend approval and the City Council will approve the final plat if it finds the final plat:

1. **is substantially the same as the approved preliminary plat;**

The proposed final plat is substantially the same as the approved preliminary plat.

2. **complies with all conditions, restrictions and requirements of this Code and of all other applicable ordinances and design standards of the City; and;**

The proposed final plat does comply with all conditions, restrictions and requirements of the Unified Development Code and all other applicable ordinances and design standards for the City.

3. **complies with any condition that may have been attached to the approval of the preliminary plat.**

There were no conditions attached to the approval of the preliminary plat.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Review	December 1, 2020	December 14, 2020	December 28, 2020

STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #20025 Raymore Galleria North Third Plat to the City Council with a recommendation of approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its December 1, 2020 meeting, voted 7-0 to accept the staff proposed findings of fact and forward Case #20025 Raymore Galleria North Third Plat to the City Council with a recommendation of approval.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Dec. 14, 2020

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Bill 3593: Raymore Commerce Center First Plat

STRATEGIC PLAN GOAL/STRATEGY

3.1.1: Expand the commercial tax base

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
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STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: Dec. 1, 2020
Action/Vote: Approval, 7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Final Plat Drawing

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Grant Harrison, representing VanTrust Real Estate, filed a request for final plat approval for Raymore Commerce Center First Plat, a one-lot industrial development proposed for the west side of Dean Avenue, south of North Cass Parkway. The current industrial building under construction is located on the proposed lot.

BILL 3593

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE RAYMORE COMMERCE CENTER FIRST PLAT"

WHEREAS, the Planning and Zoning Commission met and reviewed this request and submits a recommendation of approval on the application to the City Council of the City of Raymore, Missouri; and

WHEREAS, the City Council of the City of Raymore, Missouri, in accordance with the provisions of the Raymore Unified Development Code, has held a meeting to approve the dedication to the public use of any street or ground shown upon the plat; and

WHEREAS, the City Council of the City of Raymore, Missouri, finds and declares that the provisions contained and enacted are in pursuance of and for the purpose of securing and promoting the public safety, health, and general welfare of persons in the City of Raymore in their use of public rights-of-ways.

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

Section 1. The City Council makes its findings of fact as contained in the staff report and accepts the recommendation of the Planning and Zoning Commission.

Section 2. That the subdivision known as Raymore Commerce Center First Plat is approved for the tract of land described below:

All that part of Tract A of Dean Avenue Extension ROW 1st Plat, a subdivision in the City of Raymore, Cass County Missouri, together with all that part of an unplatted tract of land lying in the Northwest Quarter of Section 29 and in the Northeast Quarter of Section 20, all in Township 46 North, Range 32 West, described by Patrick Ethan Ward, MO PLS-2005000071, of Olsson, LC-366, as follows:

BEGINNING at the Northwest corner of the Northwest Quarter of Section 29, Township 46 North, Range 32 West; thence South 87 degrees 03 minutes 19 seconds East, on the North line of said Northwest Quarter, and on the South line of Lot 2 of North Cass Plaza at the Good Ranch, First Plat, and on the North line of Tract A of Dean Avenue Extension ROW 1st Plat, both subdivisions in the City of Raymore, Cass County, Missouri, a distance of 1274.91 feet to the Northeast corner of said Tract A, said corner also lying on the West line of Dean Avenue right of way, as established in said Dean Avenue Extension ROW 1st Plat; thence South 20 degrees 24 minutes 52 seconds West, departing said North and South lines, on the East line of said Tract A and on the West line of said Dean Avenue right of way, a distance of 279.28 feet to a point of curvature; thence in a Southerly direction, continuing on said East and West lines and along a curve to the left, having a radius of 1940.00 feet, through a central angle of 20 degrees 46 minutes 09 seconds, an arc distance of 703.23 feet to a point on a non-tangent line; thence North 87 degrees 03 minutes 19 seconds West, departing said East and West lines, a distance of 526.34 feet to a point; thence South 68 degrees 53 minutes 58 seconds West a distance of 881.05 feet to a point on the East line of Interstate 49 right of way (formerly known as US Highway No. 71), as established in Book 513, Page 429, and as depicted on the Highway Plans for Project Number F-71-4(9); thence North 20 degrees 25 minutes 37 seconds West, on said East line, a distance of 291.32 feet to a point on a non-tangent curve; thence in a Northwesterly direction, continuing on said East line and along a curve to the right whose initial tangent bears North 20

degrees 01 minutes 35 seconds West, having a radius of 2739.79 feet, and arc distance of 81.07 feet, through a central angle of 1 degree 41 minutes 43 seconds to a point on a non-tangent line, said point also lying on the East line of Interstate 49 (formerly known as US Highway No. 71), as established in Book 3140, Page 32, and as depicted on the Highway Plans for Job Number J4P1709, dated 05/02/2008; thence North 71 degrees 40 minutes 08 seconds East, on said East line, a distance of 10.00 feet to a point on a non-tangent curve; thence in a Northerly direction, continuing on said East line and along a curve to the right whose initial tangent bears North 18 degrees 19 minutes 52 seconds West, having a radius of 2729.79 feet, an arc distance of 783.17 feet, through a central angle of 16 degrees 26 minutes 17 seconds to a point of tangency; thence North 01 degree 53 minutes 35 seconds West, continuing on said East line, a distance of 78.10 feet to a point; thence North 22 degrees 58 minutes 31 seconds East, continuing on said East line, a distance of 147.65 feet to the Southwest corner of said Lot 2, said corner also lying on the North line of said Northeast Quarter; thence South 86 degrees 38 minutes 40 seconds East, departing said East line, on the South line of said Lot 2 and on said North line, a distance of 495.26 feet, to the POINT OF BEGINNING, containing 1,748,772 Square Feet or 40.1463 Acres, more or less.

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

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

DULY READ THE FIRST TIME THIS 14TH DAY OF DECEMBER, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH 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



To: City Council
From: Planning and Zoning Commission
Date: December 14, 2020
Re: Case #20024: Raymore Commerce Center - First Plat

GENERAL INFORMATION

**Applicant/
Property Owner:** VanTrust Real Estate
% Grant Harrison
4900 Main Street, Ste 400
Kansas City, MO 64112

Property Location: SE of I-49 and North Cass Parkway



Existing Zoning: PUD Planned Unit Development District

Existing Surrounding Zoning: North: C-3 - Regional Commercial District
South: PUD - Planned Unit Development District
East: A - Agricultural District
West: I-49

Existing Surrounding Uses: North: Undeveloped
South: Undeveloped
East: Undeveloped
West: Interstate 49

Total Tract Size: 40.1463 acres

Total Number of Lots: 1 Lot

Density – units per Acre: n/a

Growth Management Plan: The Future Land Use Map of the current Growth Management Plan designates this property as appropriate for Commercial and Business Development.

Major Street Plan: The Major Thoroughfare Plan Map classifies Dean Avenue and North Cass Parkway as minor arterial roads.

Advertisement: City Ordinance does not require advertisement for Final Plats.

Public Hearing: City Ordinance does not require a public hearing for Final Plats

PROPOSAL

Outline of Requested Action: The applicant seeks to obtain Final Plat approval for *Raymore Commerce Center, First Plat*

City Ordinance Requirements: In order for the applicant to accomplish the aforementioned action they must meet the provisions of the Unified Development Code. Chapter 470 of the Unified Development Code outlines the requirements and actions that need to be taken in order to final plat property, specifically, Section 470.130.

PREVIOUS ACTIONS ON OR NEAR THE PROPERTY

1. The property was rezoned to PUD Planned Unit Development District in December 2019. The rezoning to PUD included approval of the preliminary plan.

2. The North Cass Plaza Final Plat to the north was approved in November 2020.
3. A sixty foot transmission line easement bounds the property to the north and is identified in this proposed plat.
4. The Dean Avenue Right of Way Extension Final Plat was recorded in October 2020. Construction for the extension of Dean Avenue is underway.
5. The site plan for the Raymore Commerce Center, including the building under construction on the subject property, was approved by the Planning and Zoning Commission on October 16, 2018.

ENGINEERING DIVISION COMMENTS

The Engineering Division indicated the proposed final plat complies with the design standards of the City of Raymore and recommends approval of the final plat.

STAFF COMMENTS

1. The current bulk and dimensional standards for the PUD Planned Unit Development zoning district are as follows:

PUD	
Minimum Lot Area	
per lot	-
per dwelling unit	2,000 sq.ft.
Minimum Lot Width (feet)	100
Minimum Lot Depth (feet)	100
Yards, Minimum (feet)	
front	30
rear	20
side	10
side, abutting residential district	20
Maximum Building Height (feet)	80
Maximum Building Coverage (%)	50

2. The proposed project was shared with the South Metropolitan Fire Protection District. The District had no comments or concerns.
3. The portion of Dean Avenue adjacent to the lot and connecting with North Cass Parkway will need to be accepted by the City Council before any Certificate of Occupancy is issued for the property.
4. Approval of the preliminary plan, and approval of the site plan, allowed construction of the building upon the lot to be commenced prior to

- approval of the final plat. The final plat must be approved and recorded prior to the issuance of a Certificate of Occupancy for the building on the lot.
5. The lot is located within the service area of Cass County Water Supply District #10. Extension of the water main to serve the property is underway.
 6. Sanitary sewer mains were extended to serve any development upon the lot.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

Section 470.130 of the Unified Development Code states that the Planning and Zoning Commission will recommend approval and the City Council will approve the final plat if it finds the final plat:

1. **is substantially the same as the approved preliminary plat;**

The proposed final plat is substantially the same as the approved preliminary plan.

2. **complies with all conditions, restrictions and requirements of this Code and of all other applicable ordinances and design standards of the City; and;**

The proposed final plat does comply with all conditions, restrictions and requirements of the Unified Development Code and all other applicable ordinances and design standards for the City.

3. **complies with any condition that may have been attached to the approval of the preliminary plat.**

There were no conditions attached to the approval of the preliminary plan.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Review	December 1, 2020	December 14, 2020	December 28, 2020

STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #20024 Raymore Commerce Center - First Plat to the City Council with a recommendation of approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its December 1, 2020 meeting, voted 7-0 to accept the staff proposed findings of fact and forward Case #20024 Raymore Commerce Center - First Plat to the City Council with a recommendation of approval.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: December 14, 2020

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

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

TITLE / ISSUE / REQUEST

Bill 3594 - Rec Park Trail Replacement

STRATEGIC PLAN GOAL/STRATEGY

Goal 2.2.3 - Value and protect natural resources and green spaces

FINANCIAL IMPACT

Award To:	Spalding Constructors LLC
Amount of Request/Contract:	\$168,184
Amount Budgeted:	\$183,000
Funding Source/Account#:	Capital Fund 45, \$150,000 / Park Fund 47, \$33,000

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
January 2021	March 2021

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks and Recreation Board
Date:	12/8/2020
Action/Vote:	7-0 (2 absent)

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
Map

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The FY 2019 Capital Improvement Plan included a trail replacement project at Recreation Park along Madison Street. The FY 2020 Capital Improvement Plan included a trail connection and cross walk from the Madison Street roundabout to the Raymore Activity Center. The two projects were combined into one project.

Staff issued an RFP in October and held pre-bid meetings on Nov. 9 and 10. Bids were opened on Nov. 19, 2020 with 12 bidders responding as follows:

Spalding Constructors LLC	\$168,184
DS Concrete KC	\$178,148
Radmacher Brothers Excavating Co., Inc.	\$195,145
Infrastructure Solutions LLC	\$196,706
J.M. Fahey Construction Company	\$199,955
Tasco LLC	\$215,725
Precision Construction and Contracting LLC	\$245,122
B Dean Construction	\$249,534
Terry Snelling Construction	\$263,107
Freeman Concrete Construction LLC	\$264,833
Phoenix Concrete, LLC	\$289,201
SGI	\$322,825

Staff recommends award of contract to Spalding Constructors LLC in the amount of \$168,184.

BILL 3594

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SPALDING CONSTRUCTORS LLC FOR THE RECREATION PARK TRAIL REPLACEMENT, PROJECT NUMBER 20-363-201, IN THE AMOUNT OF \$168,184 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, the Recreation Park Trail Replacement Project was included in the FY 2019 Capital Budget; and

WHEREAS, the Recreation Park Trail Gap and Crosswalk Project was included in the FY 2020 Capital Budget; and

WHEREAS, the two projects were combined to complete the projects more efficiently and minimize extended disruption to trail users; and

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

WHEREAS, Spalding Constructors LLC has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is directed to enter into a contract in the amount of \$168,184 with Spalding Constructors LLC for the Rec Park Trail Replacement Project, attached as Exhibit A.

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

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

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

DULY READ THE FIRST TIME THIS 14th DAY OF DECEMBER, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH 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

Rec Park Trail Replacement

This Contract for the Rec Park Trail Replacement project, hereafter referred to as the **Contract** is made this 28th day of December, 2020, between Spalding Constructors LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 12458 CR 4039, Holts Summit, MO 65043, 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 December 28, 2020 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal #20-363-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to the Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as

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

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of **60** calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$168,184.00.

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.

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

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

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

ARTICLE VII RESPONSIBILITIES

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

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

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

All equipment will be of such a type and in such condition so as not to cause any damage to City property or the community at large. All equipment used within the

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

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

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

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

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

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 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.

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

copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE XIV
ENTIRE AGREEMENT

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

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

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

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

(SEAL)

SPALDING CONSTRUCTORS LLC

By: _____

Title: _____

Attest: _____

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Rec Park Trail Replacement

SCOPE OF SERVICES:

- Removing approximately 850 feet of 4' wide concrete sidewalk
- Installing 1240' of 4" thick, 10' wide concrete sidewalk on a 4" thick gravel base. Aerial photos included in RFP give the general layout of the proposed trail. Final layout will be staked by the City in the field with the contractor.
- Installing 50' of 5' wide, 4" thick sidewalk
- Installing a 10' x 15', 4" thick concrete pad on a 4" thick gravel base
- Installing 230' of 10' wide, WickCraft elevated boardwalk
- Removing an existing frisbee golf tee pad and repouring it in 4" thick concrete
- Installing 2 ADA ramps
- Installing 30' of 10" diameter HDPE drainage pipe with two end sections
- Restoration by seed and mulch

1. SPECIFICATIONS WHICH APPLY

The performance of the work, the materials required, the basis of measurement and the basis for payment for the various portions of the work shall be in accordance with the appropriate sections of the Kansas City Metropolitan Chapter of the American Public Works Association "Standard Specifications and Design Criteria" current edition, except as modified or added to by these Special Provisions, and the current contract document entitled "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri" October 2001 and all subsequent revisions.

2. PROJECT AWARD

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

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

3. PROJECT COMPLETION AND SCHEDULE

Following are the completion dates for various portions of the contract. These

completion dates shall be strictly adhered to.

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 2001 shall be amended to include the following:

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

4. ENGINEER

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

5. GENERAL CONDITIONS

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

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

6. MEASUREMENT AND PAYMENT

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

Recreation Park Trail Segment Reconstruction:

A. **Mobilization, Bonds, and Insurance:** Mobilization, Bonds and Insurance will be considered a lump sum item for payment. This item shall be paid for as per the schedule in the General Conditions of the Raymore Specifications.

B. **Grading:** Grading shall be considered a lump sum item for payment. The lump sum shall cover all necessary earthwork required to install the

sidewalk, boardwalk and other improvements and to restore grades to pre-construction conditions.

- C. **Surveying:** Surveying shall be considered a lump sum item for payment. The lump sum shall be considered to include all costs to establish controls to complete the project. Any re-staking is the responsibility of the contractor.
- D. **Existing Sidewalk Removal:** Existing Sidewalk Removal shall be paid for at the unit bid price per linear foot. The unit bid price for this item shall include all equipment, labor and materials required to remove and dispose of the existing sidewalk. The City does not have any site for materials to be disposed at.
- E. **4" Thick, 10' Wide, Concrete Trail:** 4" Thick, 10' Wide, Concrete Trail will be paid for at the unit bid price per linear foot. The unit price shall include all necessary labor, equipment, materials, grading/excavation, formwork, utility and manhole adjustment, protection, curing compound, formwork removal, backfilling and restoration of landscaping to equal or better condition than prior to construction. Concrete will be a KCMMB 4K mix.
- F. **4" Thick, 5' Wide Concrete Sidewalk:** 4" Thick, 5' Wide Concrete Sidewalk will be paid for at the unit bid price per linear foot. The unit price shall include all necessary labor, equipment, materials, grading/excavation, formwork, utility and manhole adjustment, protection, curing compound, formwork removal, backfilling and restoration of landscaping to equal or better condition than prior to construction. Concrete will be a KCMMB 4K mix.
- G. **4" Thick Concrete Pond Overlook:** 4" Thick, Concrete Pond Overlook will be paid for at the unit bid price per square foot. The unit price shall include all necessary labor, equipment, materials, grading/excavation, formwork, utility and manhole adjustment, protection, curing compound, formwork removal, backfilling and restoration of landscaping to equal or better condition than prior to construction. Concrete will be a KCMMB 4K mix.
- H. **Gravel Base Rock:** Gravel Base Rock will be paid for at the unit price per ton. The unit bid price shall include all necessary labor, materials, equipment, excavation and removal of spoils required to deliver, spread and compact a gravel base for the sidewalk as per plan. Quantity will be determined by scale tickets.
- I. **10' Wide Wickcraft Boardwalk:** 10' Wide Wickcraft Boardwalk shall be paid for at the unit bid price per linear foot. The unit bid price shall include all labor, equipment and materials required to install the boardwalk as per plan location and manufacturer's specifications. The unit bid price shall include all shipping charges and any other costs associated with completing the boardwalk.

- J. **Disc Golf Tee Pad Relocation:** Disc Golf Tee Pad Relocation shall be paid for at the unit bid price per each. The unit bid price shall include all labor, equipment and materials required to remove and dispose of the existing pad, pour a new pad of similar dimensions in the location indicated on the plans and to relocate any signage.. Concrete shall be a KCMMB 4K mix.
- K. **10" HDPE Culvert Pipe:** 10" HDPE Culvert Pipe shall be paid for at the unit bid price per linear foot. The unit bid price shall include all labor, equipment, materials, excavation, disposal of existing pipe, bedding and backfill fill to install the pipe as per plan location and detail.
- L. **HDPE End Sections:** HDPE End Sections shall be paid for at the unit bid price per each. The unit price shall include all labor, equipment and materials to install the end sections on the 10" pipe, including pouring concrete toe walls as per detail.
- M. **ADA WheelChair Ramp:** ADA WheelChair Ramp shall be paid for at the unit bid price per each. The unit bid price shall include all necessary labor, equipment and materials to remove and dispose of the existing wheel chair ramp and curb, excavation, formwork, curing compound, detectable warning panels, concrete for the new ramp and curb, formwork removal and restoration. Any removal and replacement of existing sidewalk to achieve required grades will be considered incidental to this line item. Concrete shall be a KCMMB 4K mix.
- N. **Silt Fence:** Silt Fence shall be paid for at the unit bid price per linear foot. The unit bid price shall include all necessary labor, equipment and materials to install, maintain and remove silt fence as per shown on plan, in the SWPPP or as directed by the owner during the project. Inspection of the silt fence and documentation of the inspections will be considered subsidiary to this line item.
- O. **Construction Entrances:** Construction Entrances. The unit bid price shall include all equipment, labor and materials to construct, maintain and remove gravel/rock construction entrances as per plans. Post removal, the area where the construction entrances were located will be restored to equal or better condition than prior to construction.
- P. **Seed and Mulch:** Seed and Mulch shall be paid for at the unit bid price per square foot. The unit bid price shall include all labor, equipment and materials to re-establish grass on any area disturbed by construction.

7. ADDITIONAL INFORMATION

7.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 20-363-201

Appendix B
General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

Award of this contract is anticipated prior to the end of 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's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Finance Director, or her designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

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

N. *No Escalation of Fees*

The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

O. *Safety Training*

Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All on-site employees of a contractor or subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project and their employers will be subject to penalties as described in the Act.

P. *Prevailing Wage Requirement (Public Projects under \$75,000 are excluded)*

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 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 5% of the total base bid price.

Payment shall be made on the following schedule.

Percentage of Contract Completed	Percentage Mobilization Payment
5%	25%
10%	50%
25%	75%
50%	100%

S. *Bid Bond*

A bid bond or certified check from a surety or bank, acceptable to the City Clerk, in an amount equal to, or greater than, 5% of the maximum total bid price must accompany each proposal. Prior acceptability of the proposed surety or bank furnishing the bid security, before the bid date, is recommended. An unacceptable bid security may be cause for rejection of the proposal. No bidder may withdraw his bid for a period of thirty (60) days after the date of opening of bids.

T. *Performance Bond*

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

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

U. Payment Bond

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

V. Maintenance Bond

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

W. Rejection of Bids

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

X. Release of Information

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

Y. American Products

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

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

Z. Affidavit of Work Authorization and Documentation

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

by

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

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

E - VERIFY AFFIDAVIT

(As required by Section 285.530, RSMo)

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

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

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

KNOWINGLY: A person acts knowingly or with knowledge,

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

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

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

BEFORE ME, the undersigned authority personally appeared Derek Spalding, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Derek Spalding / Spalding Constructors LLC

Company: Spalding Constructors LLC

Address: 12458 CR4039 Holts Summit Mo 65043

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project # 20-363-201
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

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

Spalding Constructors LLC
Company Name

[Signature]
Signature

Name: Derek Spalding

Title: owner

STATE OF Missouri COUNTY OF cole

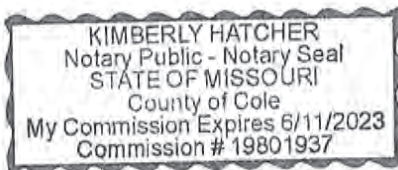
Subscribed and sworn to before me this 18th day of NOVEMBER, 2020.

Notary Public: Kimberly Hatcher

My Commission Expires: 06/11/2023 Commission # 19801937

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

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



THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Spalding Constructors (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

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

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.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 1388095

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Spalding Constructors
Company Facility Address	12458 county road 4039 Holts summit, MO 65043
Company Alternate Address	
County or Parish	CALLAWAY
Employer Identification Number	811781239
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1

PROPOSAL FORM A
RFP 20-363-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Derek Spalding having authority to act on behalf of (Company name) Spalding Constructors LLC do hereby acknowledge that (Company name) Spalding Constructors LLC will be bound by all terms, costs, and conditions of this proposal for a period of 90 days from the date of submission; and commit to sign the Agreements.

FIRM NAME: Spalding Constructors LLC


ADDRESS: 12458 County Road 4039
Street

ADDRESS: Holts Summit Mo 65043
City State Zip

PHONE: 573-301-7869

E-MAIL: Spaldingconstructors@gmail.com

DATE: 11-17-2020
(Month-Day-Year)


Signature of Officer/Title

DATE: 11-17-2020
(Month-Day-Year)


Signature of Officer/Title

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

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

PROPOSAL FORM B
RFP 20-363-201

CONTRACTOR DISCLOSURES

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

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

Legal Matters

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

Yes No If yes, provide details in an attachment.

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

Yes No If yes, provide details in an attachment.

Required Representations

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

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

PROPOSAL FORM C
RFP 20-363-201

EXPERIENCE / REFERENCES

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

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

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

COMPANY NAME	City of Marriionville
ADDRESS	107 S central Ave Marriionville Mo
CONTACT PERSON	Jennifer Shook
CONTACT EMAIL	jshook@yahoo.com
TELEPHONE NUMBER	417-343-6815
PROJECT, AMOUNT AND DATE COMPLETED	Construction of Park - \$75,000 - 10-10-2020

COMPANY NAME	All N one outdoors
ADDRESS	5308 Monticello Rd Jefferson City Mo
CONTACT PERSON	Troy Schlutz
CONTACT EMAIL	
TELEPHONE NUMBER	573-821-2003
PROJECT, AMOUNT AND DATE COMPLETED	Concrete flatwork, stamping, excavating \$60,000 - 2020

COMPANY NAME	JCC Lot Striping
ADDRESS	311 Biltmore Jefferson City Mo
CONTACT PERSON	Zoe Burnett
CONTACT EMAIL	
TELEPHONE NUMBER	573-301-4182
PROJECT, AMOUNT AND DATE COMPLETED	Columbia Mall concrete - \$30,000 - 2019

COMPANY NAME	City of Mexico
ADDRESS	300 N coal St. Mexico Mo
CONTACT PERSON	Chad Shoemaker
CONTACT EMAIL	Cshoemaker@mxico.missouri.org
TELEPHONE NUMBER	573-721-2045
PROJECT, AMOUNT AND DATE COMPLETED	\$37,400 - city park sidewalks and basketball court 2020

COMPANY NAME	Mo Seal Paving
ADDRESS	1200 Cote Sans Dessein Rd Fulton Mo
CONTACT PERSON	Bryc Fischer
CONTACT EMAIL	
TELEPHONE NUMBER	573-220-7950
PROJECT, AMOUNT AND DATE COMPLETED	concrete construction - \$20,000 - 2019

State the number of Years in Business: 5

State the current number of personnel on staff: 8

PROPOSAL FORM D

RFP 20-363-201

Proposal of Spalding Constructors LLC, organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as Spalding Constructors 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. 20-363-201- Rec Park Trail Replacement.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 1-3, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

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

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

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

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

***REVISED* BID PROPOSAL FORM E - Project No. 20-363-201**

Rec Park Trail Replacement

Base Bid

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance - not to exceed 5%	LS	1		\$ 5,000
Grading	LS	1		\$ 7,500
Surveying	LS	1		\$ 2,000
Existing Sidewalk Removal	LF	850		\$ 5,100
4" thick, 10' Wide Concrete Trail	LF	1240		\$ 68,200
4" Thick, 5 ft wide sidewalk	LF	60		\$ 2,100
4" Thick Concrete Pond Overlook	Sq Ft	150		\$ 1,500
Gravel Subgrade	Tons	325		\$ 6,900
10' Wide Wickcraft Boardwalk	LF	230		\$ 43,884
Boardwalk Installation	LS	1		\$ 13,500
Disc Golf Tee Pad Relocation	Each	1		\$ 1,000
10" HDPE Culvert Pipe	LF	30		\$ 2,000
HDPE End Sections	Each	2		\$ 1,000
Silt Fence	LF	500		\$ 1,000
Const. Entrances	Each	2		\$ 3,000
ADA Ramps	Each	2		\$ 2,000
Restoration (Seed & Mulch)	LS	1		\$ 2,500
TOTAL BASE BID				\$ 168,184.00

Total Base Bid for Project Number: 20-363-201

DS

\$ ~~169,184.00~~ 168,184.00 DS

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

one hundred sixty eight thousand one hundred eighty four dollars

In blank above write out the sum of the bid.

CITY OF RAYMORE

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



ADDENDUM NO. 1

Rec Park Trail Replacement
Project #20-363-201

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

Addendum No. 1 - Approval

1. Alternate approval:

Modular Trail Structures has been approved as an alternate for prefabricated boardwalks.

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 November 13th, 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: Spalding Constructors LLC

By: Devel Spalding

Title: owner

Address: 12458 County Road 403A

City, State, Zip: Holt Summit Mo 65043

Date: 11-17-20 Phone: 573-301-7869

Signature of Bidder: [Handwritten Signature]

ADDENDUM MUST BE SUBMITTED WITH BID

CITY OF RAYMORE

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



ADDENDUM NO. 2

Rec Park Trail Replacement
Project #20-363-201

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

Addendum No. 1 - Question and clarification.

1. Question: What is the depth of concrete to be removed?

Response: 4" Thick

2. Question: T-Pad size verification

Response: The pad is 12' long by 4' wide at one end, 6' wide at the other.

3. Question: Who is responsible for locates?

Response: The contractor is responsible for calling 1-800-Dig-Rite. The City will locate any private irrigation lines.

Please remember you must be a planholder with QuestCDN or the City of Raymore in order to submit a proposal on this project.

Pre-Bid Attendees:

DS Concrete	B. Dean Construction	Infrastructure Solutions
Spalding Constructors	Terry Snelling Construction	perfect Fence
JM Fahey	Phoenix Concrete LLC	Radmacher Bros.
SGI	Precision Construction	Amino Brothers
Freeman Concrete	Primetime Contracting	Tasco LLC

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 November 16, 2020 at 5 p.m.

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

Company Name: Spalding Constructors LLC

By: Derek Spalding

Title: owner

Address: 12458 County Road 4039

City, State, Zip: Holts Summit Mo 65043

Date: 11-7-20 Phone: 573-301-7869

Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH PROPOSAL

CITY OF RAYMORE

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



ADDENDUM NO. 3

Rec Park Trail Replacement
Project #20-363-201

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

Addendum No. 3 - Questions and Revised Bid Proposal Form

1. Question: Where is the standard detail for the temporary construction entrances?

Response: The City of Raymore follows the APWA detail. Basically 50 feet of 3' rock on fabric.

2. Revised Bid Proposal Form E - Attached. Gravel Subgrade quantity has changed from 250 to 325 tons to cover all subgrades throughout the project.

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 November 16th, 2020 at 5 p.m.

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

Company Name: Spalding Constructors LLC

By: Derek Spalding

Title: owner

Address: 12458 County Road 403A

City, State, Zip: Holt Summit Mo 65043


Date: 11-17-2020 Phone: 573-301-7869

Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID

**BID PROPOSAL FORM E – RFP 20-363-201
CONTINUED**

Company Name Spalding Constructors LLC

By 
Authorized Person's Signature

Derek Spalding - owner
Print or type name and title of signer

Company Address _____

12458 County Road 4039

Holt's Summit Mo 65043

Phone 573-301-7869

Fax 573-896-4497

Email spaldingconstructors@gmail.com

Date 11-17-2020

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. 2

Addendum No. 3

Addendum No. _____

Addendum No. _____

Addendum No. _____

LATE BIDS CANNOT BE ACCEPTED!

SEALED REQUEST FOR PROPOSAL
ATTN: PURCHASING SPECIALIST

RFP #: 20-363-201

DESCRIPTION: Rec Park Trail Replacement

OPENING DATE: November 19, 2020

OPENING TIME: 10:00 a.m.

COMPANY NAME: Spalding Constructors LLC

DATED MATERIAL - DELIVER IMMEDIATELY

PLEASE CUT OUT AND AFFIX THIS LABEL (ABOVE) TO THE OUTERMOST ENVELOPE OF YOUR PROPOSAL TO HELP ENSURE PROPER DELIVERY



Miscellaneous

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, DECEMBER 7, 2020, AT 7:00 P.M., AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT IN PERSON: MAYOR TURNBOW, CITY MANAGER JIM FEUERBORN, ASSISTANT CITY MANAGER MIKE EKEY, AND CITY STAFF. PRESENT ELECTRONICALLY: COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE III, CIRCO, HOLMAN, JACOBSON, AND TOWNSEND.

A. Citizen Survey - 2021

Assistant City Manager Mike Ekey reviewed the upcoming Citizen Survey with the City Council. The Council and city staff discussed possible questions and other attributes of the survey.

B. Council, Board, Commission and Other City Meetings

Mayor Turnbow discussed with the City Council his decision to return to virtual meetings and attend to only legislative agenda items until County and City Covid cases show a decreasing pattern.

C. Other

MOTION: By Councilmember Townsend, second by Councilmember Holman to enter into executive session to discuss real estate matters as authorized by § 610.021 (2).

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 work session of the Raymore City Council adjourned to Executive Session at 7:22 p.m.

THE **PLANNING AND ZONING COMMISSION** OF THE CITY OF RAYMORE, MISSOURI, MET IN REGULAR SESSION **TUESDAY, NOVEMBER 17, 2020**, IN HARRELSON HALL AT CENTERVIEW, 227 MUNICIPAL CIRCLE, RAYMORE, MISSOURI WITH THE FOLLOWING COMMISSION MEMBERS PRESENT: CHAIRMAN WILLIAM FAULKNER, MATTHEW WIGGINS, JEREMY MANSUR, JIM PETERMANN, MARIO URQUILLA, CALVIN ACKLIN, ERIC BOWIE (arrived at 7:20 p.m.) AND MAYOR KRIS TURNBOW. COMMISSIONER KELLY FIZER 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 20, 2020 meeting.**

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

Vote on Motion:

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

Motion passed 7-0-0.

6. **Unfinished Business - None**
7. **New Business -**

a. Election of Officers

Chairman Faulkner nominated Commissioner Wiggins to be the new chairman of the Commission and Commissioner Fizer to be reelected as Vice Chair and Commissioner Petermann as Secretary. Commissioner Wiggins and Commissioner Petermann accepted the nominations. Katie Jardieu, City Planner, stated that Commissioner Fizer had emailed saying she would accept the nomination if nominated for Vice Chair again. No further discussion or nominations were made.

Motion by Chairman Faulkner, Seconded by Mayor Turnbow, to approve the new slate of officers.

Vote on Motion:

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

Motion passed 7-0-0.

Commissioner Faulkner passed the gavel to the new Chairman to continue the meeting.

b. 2021 Meeting Calendar

Ms. Jardieu presented the 2021 meeting calendar. Chairman Wiggins asked if there were any questions or discussion.

Motion by Commissioner Urquilla, Seconded by Commissioner Petermann, to approve the 2021 Meeting Calendar.

Vote on Motion:

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

Motion passed 7-0-0.

c. Case #20022 - Community America Credit Union - Site Plan

Ms. Jardieu gave an overview of the staff report, highlighting the easements between this lot and Willowind Square allowing access between the sites. Both easement documents have been recorded with Cass County. Ms. Jardieu also stated that sidewalks will be installed from Foxridge Drive to the front door of the building as well as along Peace Drive. The only trees to be removed are 2 that will allow a curb cut off of Peace Drive for access to the site.

Ms. Jardieu stated that staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and accept case #20022 - Community America Credit Union - Site Plan with the twelve conditions of approval.

Commissioner Bowie arrived at 7:20 p.m.

Andy Meyer, of Gastinger Walker, spoke on behalf of the applicant that the credit union was excited to be here. The ATM component allows guests to utilize both an ATM and speak with a physical person if needed. He also stated they accepted the conditions of approval.

Chairman Wiggins asked if there were any questions or discussion. Commissioner Urquilla asked if the lobby would be open and the number of jobs this branch would create. Mr. Meyer stated the lobby would be open and this branch would create about 5 jobs. Chairman Wiggins then pointed to the landscape plan. He stated that hedge maple trees are not typically the best trees and that the female Kentucky Coffee tree has poisonous pods. Mr. Meyer stated he would work with staff to get the right trees planted as well as a male Kentucky Coffee tree.

Motion by Commissioner Bowie, Seconded by Mayor Turnbow, to accept staff proposed findings of fact and approve case #20022 Community America Credit Union Site Plan, subject to the twelve conditions of approval recommended by staff.

Vote on Motion:

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

Motion passed 7-0-1.

d. Training

Mr. Zerr provided training regarding the Sunflower Law, ethics and procedures of the Planning Commission.

8. City Council Report

City Attorney Jonathan Zerr provided a review of the Council meeting from October 26th meeting:

- First Reading of North Cass Plaza Preliminary Plat and Final Plat which was approved.
- 11/9 Meeting: the second and final reading of North Cass Plaza Preliminary Plat and Final plat which were approved as well as the 33rd UDC Amendment.

9. Staff Report

Ms. Jardieu stated the staff report was in the Commissioners packets. One meeting date to note was that on December 15th the Planning Commission would be presented the new Strategic Plan initiative for their input and feedback.

10. Public Comment

No public comment.

11. Commission Member Comment

Commissioner Bowie thanked the staff.

Commissioner Acklin thanked the staff and congratulated Chairman Wiggins on his new position.

Commissioner Urquilla thanked Attorney Zerr and staff.

Commissioner Petermann thanked the staff and congratulated Chairman Wiggins on his new position..

Mayor Turnbow thanked the staff and Commissioner Faulkner for his many years of service to the board and congratulated Wiggins on his new position.

Commissioner Faulkner thanked the staff and thanked Chairman Wiggins for stepping up to become the new Chairman of the Planning Commission.

Commissioner Wiggins thanked everyone.

12. Adjournment

Motion by Commissioner Faulkner, Seconded by Commissioner Urquilla, to adjourn the November 17, 2020 Planning and Zoning Commission meeting.

Vote on Motion:

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

Motion passed 8-0-0.

The December 17, 2020 meeting adjourned at 8:30 p.m.

Respectfully submitted,

Katie Jardieu