



AGENDA

Raymore City Council Regular Meeting
Centerview – 227 Municipal Circle
Harrelson Hall
Monday, February 8, 2021
7:00 p.m.

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

In consideration 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 Centerview 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.

- Ray-Pec Sunrise Optimist Club Proclamation (pg 115)

5. Personal Appearances.

6. Staff Reports.

- A. Development Services (pg 7)
- B. Monthly Court Report (pg 13)
- C. Police/Emergency Management
- D. Monthly Financial Report (pg 15)

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, January 25, 2021 (pg 25)

7. Unfinished Business. Second Reading.

A. Show Me Green Sales Tax Holiday

Reference: - Agenda Item Information Sheet (pg 31)
- Bill 3598 (pg 33)

Senate Bill 1181, enacted by the General Assembly in 2008, established the Show Me Green Sales Tax Holiday, which exempts the State sales tax on the sale of certain Energy Star certified appliances on an annual basis (April 19-25). Municipalities may also participate in the holiday and exempt City sales tax from the sale of these items.

City Council, 01/25/2021: Approved 6-0
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8. New Business. First Reading.

A. Budget Amendment: Vehicle and Equipment Replacement Fund

Reference: - Agenda Item Information Sheet (pg 37)
- Bill 3599 (pg 39)

Staff is recommending advancing the replacement of a large backhoe in the Vehicle & Equipment Replacement Fund. Funds have already been set aside by using funds currently set aside for the new backhoe and for the replacement of a smaller digging apparatus that will be removed from the VERP.

B. Award of Contract: Emergency Generator Maintenance

Reference: - Agenda Item Information Sheet (pg 41)
- Bill 3600 (pg 43)
- Contract (pg 58)

Staff is recommending the award of contract to Central Power Systems & Services for the City's on-going preventative maintenance of our eight (8) emergency generators.

C. Award of Contract: HVAC Maintenance

Reference: - Agenda Item Information Sheet (pg 77)

- Bill 3601 (pg 79)
- Contract (pg 93)

Staff is recommending the award of contract to Martin Mechanical for the City's on-going preventative maintenance of our HVAC in systems.

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, 02/01/2021 (pg 113)
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EXECUTIVE SESSION (CLOSED MEETING)

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

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

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

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

Staff Reports



MONTHLY REPORT JANUARY 2021

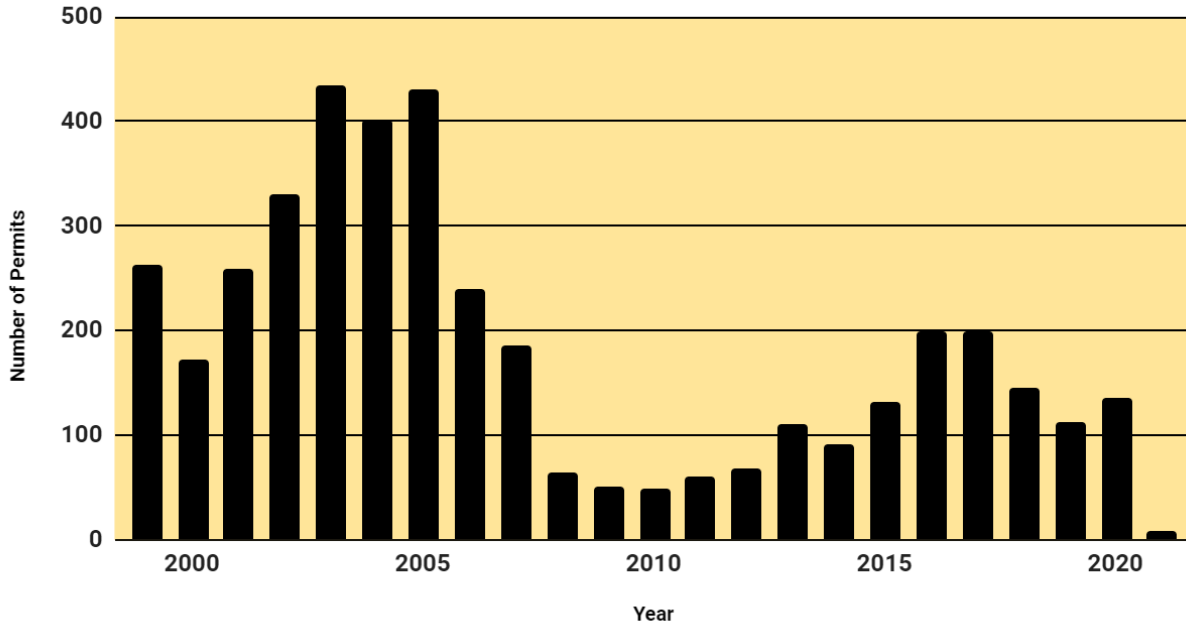
Building Permit Activity

Type of Permit	Jan 2021	2021 YTD	2020 YTD	2020 Total
Detached Single-Family Residential	9	9	3	136
Attached Single-Family Residential	0	0	0	22
Multi-Family Residential	0	0	0	396
Miscellaneous Residential (deck; roof)	37	37	43	1,240
Commercial - New, Additions, Alterations	0	0	4	13
Sign Permits	1	1	6	37
Inspections	Jan 2021	2021 YTD	2020 YTD	2020 Total
Total # of Inspections			266	4,447
Valuation	Jan 2021	2021 YTD	2020 YTD	2020 Total
Total Residential Permit Valuation	\$2,089,200	\$2,089,200	\$977,7000	\$40,314,600
Total Commercial Permit Valuation	\$0.00	\$0.00	\$7,482,000	\$46,094,200

Additional Building Activity:

- Construction continues on the Compass Health office building
- Construction continues at The Lofts at Fox Ridge apartment community
- Construction continues on Scooter's Coffee
- Construction continues on the first industrial building in the Raymore Commerce Center
- Building permit has been issued for Community America Credit Union to locate a branch at 1400 W. Foxwood Drive in the Willowind Shopping Center
- Building construction plans under review for The Venue of The Good Ranch townhome development and Heartland Dental Office

Single Family Building Permits



Code Enforcement Activity

Code Activity	Jan 2021	2021 YTD	2020 YTD	2020 Total
Code Enforcement Cases Opened	37	37	33	565
<i>Notices Mailed</i>				
- Tall Grass/Weeds	0	0	0	96
- Inoperable Vehicles	18	18	18	185
- Junk/Trash/Debris in Yard	5	5	7	92
- Object placed in right-of-way	0	0	1	6
- Parking of vehicles in front yard	6	6	3	20
- Exterior home maintenance	4	4	3	43
- Other (trash at curb early; signs; etc)	0	0	1	6
Properties mowed by City Contractor	0	0	0	73
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	1	1	0	3
Signs in right-of-way removed	40	40	26	460
Violations abated by Code Officer	4	4	20	133

Development Activity

Current Projects

- Alexander Creek Preliminary Plat

	As of Jan 31, 2021	As of Jan 31, 2020	As of Jan 31, 2019
Homes currently under construction		146	174
Total number of Undeveloped Lots Available (site ready for issuance of a permit for a new home)		345	393
Total number of dwelling units in City		8,670	8,508

Actions of Boards, Commission, and City Council

City Council

January 11, 2021

- Approved a one-year extension to the expiration date of the preliminary plat for The Estates and Estate Villas of The Good Ranch
- Approved on 1st reading the transfer of a 550-foot section of 58 Highway west of the intersection of Prairie Lane to facilitate construction of the intersection improvements

January 25, 2021

- Approved the appointment of Tom Engert as a Ward 4 representative to the Planning and Zoning Commission
- Approved on 2nd reading the transfer of a 550-foot section of 58 Highway west of the intersection of Prairie Lane to facilitate construction of the intersection improvements

Planning and Zoning Commission

January 5, 2021

- Approved the site plan for Heartland Dental to construct a facility at 826 W. Foxwood Drive in front of the Price Chopper

January 19, 2021

- Meeting cancelled

Upcoming Meetings –February & March

February 2, 2021 Planning and Zoning Commission

- Meeting cancelled

February 8, 2021 City Council

- No development applications currently scheduled

February 16, 2021 Planning and Zoning Commission

- Alexander Creek Phase 4 Preliminary Plat (public hearing)

February 22, 2021 City Council

- No development applications currently scheduled

March 2, 2021 Planning and Zoning Commission

- No applications currently filed

March 8, 2021 City Council

- Alexander Creek Phase 4 Preliminary Plat (public hearing)

March 16, 2021 Planning and Zoning Commission

- Presentation on the proposed Use Tax

March 22, 2021 City Council

- No development applications currently filed

Department Activities

- Staff prepared notification to the owners of seven undeveloped lots that meet the threshold requirement for [sidewalks](#) to be installed in order to create a continuous sidewalk network. Affected property owners have until Aug. 1 to secure a building permit to construct a home or install the sidewalk.
- Building Official Jon Woerner commenced review of building construction plans for the proposed [Community America Credit Union](#) building to be located at 1400 W. Foxwood Drive.
- Economic Development Director David Gress met with leadership staff of Compass Health Network for a tour of the progress being made on the [Compass Health Behavioural Health Clinic](#) currently under construction at 501

N. Sunset Lane. Staff anticipates major construction to be completed by March 1, 2021.

- Economic Development Director David Gress participated in a preliminary assessment of the departments procurement process for responding to site selection, business development and expansion requests in conjunction with the Missouri Partnership.
- Director Jim Cadoret and City Planner Katie Jardieu participated in the KC First Suburbs virtual quarterly meeting.
- Director Jim Cadoret, Human Resources Manager Shawn Aulgur, Building Official Jon Woerner and City Planner Katie Jardieu participated in interviews for the Administrative Assistant position in the department. Emily Jordan begins work on Feb. 2.
- Director Jim Cadoret, Economic Development Director David Gress and City Planner Katie Jardieu participated in the Economic Forecast for Local Officials webinar hosted by the Mid America Regional Council.
- Staff updated the [development guide](#), a document that serves as a guide to the development process in Raymore.
- Economic Development Director David Gress met with the Raymore-Peculiar School District's Community Partnership Coordinator, Jake Wingo, to discuss real-world learning opportunities and other partnership opportunities within the local business community.
- Building Official Jon Woerner participated in continuing education classes to maintain his certification as an on-site sewage disposal system inspector.
- Economic Development Director David Gress participated in the Q1 Board Meeting of KC SmartPort.
- Economic Development Director David Gress participated in the Raymore Chamber of Commerce board meeting.
- City Planner Katie Jardieu participated in consultant interviews for Hawk Ridge Park and Sunset Lane improvements.
- A building permit was issued for [Community America Credit Union](#) to locate a branch facility at 1400 W. Foxwood Drive in the Willowind Shopping Center.
- Staff met with the developer for the Alexander Creek Subdivision to discuss revisions necessary to the plans for the proposed preliminary plat
- Code Enforcement Officer Drayton Vogel issued citations for those businesses working within Raymore that have not renewed their occupational licenses for 2021.
- 22 residents attended the Good Neighbor meeting for the proposed expansion of [Alexander Creek](#) Subdivision. The Planning and Zoning Commission will consider the application on Feb. 16.

- Building renovation plans were submitted to convert the former Steak 'n Shake restaurant located at 1905 W. Foxwood Drive into the Harvest Dispensary, a state approved dispensary location for medical marijuana.
- Staff met with the development team considering an expansion of the Madison Valley Subdivision located off of North Madison Street.
- Director Jim Cadoret participated in a virtual meeting as a member of the Kansas City Emergency Food & Shelter Program Board.

GIS Activities

- Download & processing of Census 2020 Geography & data tables
- Annual Curb Replacement & Midrange Plan Map
- Cartographic maps as requested (Chamber of Commerce, etc)
- Surface drainage analysis
- Data, application and web mapping service updates
- Addressing operations
- Network security operations & updates
- Troubleshooting of datastore (to support hosted collaboration)
- Database administration tasks, database server tuning
- Event planning support

Municipal Division Summary Reporting

17th Judicial Circuit - Cass County - Raymore Municipal Division

I. COURT INFORMATION

Reporting Period:		
January	2021	Court activity occurred in reporting period: Yes
Clerk's Physical Address:	Mailing Address:	Vendor
100 Municipal Circle Raymore, MO 64083	100 Municipal Circle Raymore, MO 64083	Incode (Tyler Technologies)
Telephone Number:	Fax Number:	
(816) 331-1712	(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	44	1,205	698
B. Cases (citations / informations) filed	4	34	64
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	1
3. court / bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	4	68	26
5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	8	2
6. dismissed by court	0	0	0
7. nolle prosequi	1	4	11
8. certified for jury trial (not heard in the Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	5	80	40
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]	43	1,159	722
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:	133	Does court staff process parking tickets? Yes	
2. # Served/withdrawn during reporting period:	85	1. # Issued during reporting period:	0
3. # Outstanding at end of reporting period:	1,809		

V. DISBURSEMENTS	
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines – Excess Revenue	\$7,489.00
Clerk Fee – Excess Revenue	\$732.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$22.52
Bond forfeitures (paid to city) – Excess Revenue	\$275.00
Total Excess Revenue	\$8,518.52
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines – Other	\$7,295.00
Clerk Fee – Other	\$528.75
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	\$105.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$747.70
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$16.28
Law Enforcement Training (LET) Fund surcharge	\$210.12
Domestic Violence Shelter surcharge	\$420.00
Inmate Prisoner Detainee Security Fund surcharge	\$210.13
Sheriffs' Retirement Fund (SRF) surcharge	\$0.00
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) – Other	\$1,925.00
Total Other Revenue	\$11,457.98
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	\$200.00
Total Other Disbursements	\$200.00
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$20,176.50
Bond Refunds	\$0.00
Total Disbursements	\$20,176.50

FINANCE MONTHLY REPORT

This report, consisting of a Financial Summary, Investment Summary and Grant Summary, has been prepared for the fiscal period December 1, 2020 to December 31, 2020.

December Financial Summary

Some notes regarding this month's summary operating report:

General Fund

Revenue:

16.67% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 6.94% of budget. Inter-fund transfers are being completed on a monthly basis with the exception of the Capital Funds Transfer. The Capital Funds Transfers will occur throughout the year after the capital project has been accepted by the Council and final payments have been made.

- Property tax revenues collected are tracking as expected with the majority of the budgeted revenue expected by February 2021.
- Franchise Tax revenues as a whole are tracking slightly below straight line at 11.66%. This revenue source varies depending on the weather, staff will continue to monitor this closely throughout the year.
- Sales tax revenues as a whole are tracking slightly above straight line budget at 17.11%. City sales taxes are at 17.22% while state shared gasoline and vehicle taxes are at 16.85%.
- Fees and Permit revenues collected are tracking above straight line budget at 73.71%. This is primarily due to the 42 single family residential building permits have been issued out of the 100 budgeted starts. In addition, we have issued 2 commercial building permits and this line item is 634.67% above straight line budget.
- License revenues collected are tracking as expected at 51.97% of straight line budget. Occupational license revenues collected are tracking as expected. Nearly all of the revenue is received in January when the licenses are due and staff anticipates a small amount throughout the spring for new builders to the area. Liquor licenses are due in May and processed after the public hearing.
- Municipal Court revenues collected are below straight line budget at 13.68%. This is primarily due to the COVID-19 Pandemic. Staff will continue to monitor this revenue source closely throughout the year.

Expenditures:

Departmental spending is tracking normally. Most of the departments are right at straight line expectation or slightly below.

- The Information Technology Department has replaced the majority of the computers scheduled for replacement, and has renewed 50% of the annual software maintenance agreements, putting it above straight line budget.
- The Emergency Management Department is currently at 20.35% of straight line budget primarily due to the payment of the siren maintenance contract.

Parks & Recreation Fund

Revenue:

Revenues are at 25.63% of budget 16.67% of the way through the year; normal for this time of the year. Due to the Covid-19 pandemic, programs may be put on hold throughout the year. Staff will monitor all revenue sources closely

Expenditures:

The Parks department is showing the same operational expenditure pattern as in years past. Recreation department expenses reciprocate recreation revenue; due to the Covid-19 Pandemic, expenses are below straight line budget. Expenditures are expected to increase as the number of programs offered goes up.

Enterprise Fund

Revenue:

Utility revenues as a whole are tracking at 18.10% of straight line budget. Staff will continue to monitor all utility revenue closely throughout the year.

Expenditures:

Enterprise Fund expenditures tracking below straight line budget but at expectations.

01 -GENERAL FUND
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
PROPERTY TAXES	0.00	0.00	0.00	1,627,940.00	1,110,413.81	1,112,232.97	0.00	515,707.03	68.32
FRANCHISE TAXES	0.00	0.00	0.00	2,205,109.00	122,716.91	257,194.18	0.00	1,947,914.82	11.66
SALES TAXES	0.00	0.00	0.00	3,574,758.00	337,696.08	611,585.11	0.00	2,963,172.89	17.11
FEES AND PERMITS	0.00	0.00	0.00	211,305.00	46,006.22	155,760.60	0.00	55,544.40	73.71
LICENSES	0.00	0.00	0.00	123,243.00	56,400.01	64,050.01	0.00	59,192.99	51.97
MUNICIPAL COURT	0.00	0.00	0.00	327,167.00	26,684.91	45,009.59	0.00	282,157.41	13.76
MISCELLANEOUS	0.00	0.00	0.00	494,233.00	38,396.59	64,862.80	0.00	429,370.20	13.12
TRANSFERS - INTERFUND	0.00	0.00	0.00	1,623,988.00	134,832.34	269,664.68	0.00	1,354,323.32	16.61
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	10,187,743.00	1,873,146.87	2,580,359.94	0.00	7,607,383.06	25.33
<u>COVID-19</u>									
MISCELLANEOUS	0.00	0.00	0.00	0.00	960,360.83	960,360.83	0.00	(960,360.83)	0.00
TOTAL COVID-19	0.00	0.00	0.00	0.00	960,360.83	960,360.83	0.00	(960,360.83)	0.00
TOTAL REVENUES	0.00	0.00	0.00	10,187,743.00	2,833,507.70	3,540,720.77	0.00	6,647,022.23	34.75
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	401,362.00	8,333.33	318,028.66	0.00	83,333.34	79.24
ADMINISTRATION	0.00	0.00	0.00	1,345,937.67	121,473.37	234,019.12	3,879.40	1,108,039.15	17.68
INFORMATION TECHNOLOGY	8,739.88	5,705.49	3,034.39	615,336.41	33,773.11	160,301.52	8,444.90	446,589.99	27.42
ECONOMIC DEVELOPMENT	0.00	0.00	0.00	159,934.18	17,174.49	24,397.32	0.00	135,536.86	15.25
COMMUNITY DEVELOPMENT	0.00	0.00	0.00	733,110.25	57,237.29	117,527.12	0.00	615,583.13	16.03
ENGINEERING	0.00	0.00	0.00	447,537.61	24,980.88	52,436.89	288.19	394,812.53	11.78
STREETS	10,894.66	10,894.66	0.00	825,133.87	52,176.96	103,126.30	1,436.01	720,571.56	12.67
BUILDING & GROUNDS	0.00	0.00	0.00	354,623.07	24,228.62	46,895.97	4,120.75	303,606.35	14.39
STORMWATER	0.00	0.00	0.00	296,390.87	19,722.15	40,770.80	407.08	255,212.99	13.89
COURT	0.00	0.00	0.00	141,669.74	8,437.63	17,569.77	900.00	123,199.97	13.04
FINANCE	0.00	0.00	0.00	690,877.31	45,154.66	87,523.91	13,813.58	589,539.82	14.67
COMMUNICATIONS	3,467.00	0.00	3,467.00	198,020.46	6,930.56	14,203.03	1,374.31	182,443.12	7.87
PROSECUTING ATTORNEY	0.00	0.00	0.00	24,400.00	2,000.00	2,000.00	2,000.00	20,400.00	16.39
POLICE	0.00	0.00	0.00	4,115,076.67	335,228.40	652,390.27	7,171.64	3,455,514.76	16.03
EMERGENCY MANAGEMENT	0.00	0.00	0.00	128,027.91	8,159.34	25,904.12	155.50	101,968.29	20.35
COVID-19	3,290.90	3,290.90	0.00	0.00	24,242.91	25,418.62	(86.84)	(25,331.78)	0.00
TOTAL EXPENDITURES	26,392.44	19,891.05	6,501.39	10,477,438.02	789,253.70	1,922,513.42	43,904.52	8,511,020.08	18.77
REVENUES OVER/(UNDER) EXPENDITURES	(26,392.44)	19,891.05	(6,501.39)	(289,695.02)	2,044,254.00	1,618,207.35	(43,904.52)	(1,863,997.85)	543.43-

25 -PARK FUND
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
<u>PARKS DIVISION</u>									
PROPERTY TAXES	0.00	0.00	0.00	434,873.00	298,968.02	299,457.81	0.00	135,415.19	68.86
MISCELLANEOUS	0.00	0.00	0.00	11,500.00	3,904.45	3,969.75	0.00	7,530.25	34.52
FACILITY RENTAL REVENUE	0.00	0.00	0.00	7,350.00	600.00	605.00	0.00	6,745.00	8.23
TRANSFERS - INTERFUND	0.00	0.00	0.00	556,192.00	46,349.33	92,698.66	0.00	463,493.34	16.67
TOTAL PARKS DIVISION	0.00	0.00	0.00	1,009,915.00	349,821.80	396,731.22	0.00	613,183.78	39.28
<u>RECREATION DIVISION</u>									
CONCESSION REVENUE	0.00	0.00	0.00	65,000.00	0.00	29.00	0.00	64,971.00	0.04
FACILITY RENTAL REVENUE	0.00	0.00	0.00	32,900.00	0.00	0.00	0.00	32,900.00	0.00
PROGRAM REVENUE	0.00	0.00	0.00	211,970.00	1,453.00	2,233.00	0.00	209,737.00	1.05
TOTAL RECREATION DIVISION	0.00	0.00	0.00	309,870.00	1,453.00	2,262.00	0.00	307,608.00	0.73
<u>CENTERVIEW</u>									
FACILITY RENTAL REVENUE	0.00	0.00	0.00	62,125.00	288.00	1,724.75	0.00	60,400.25	2.78
PROGRAM REVENUE	0.00	0.00	0.00	6,600.00	(140.00)	255.00	0.00	6,345.00	3.86
TOTAL CENTERVIEW	0.00	0.00	0.00	68,725.00	148.00	1,979.75	0.00	66,745.25	2.88
<u>RAYMORE ACTIVITY CENTER</u>									
MISCELLANEOUS	0.00	0.00	0.00	2,700.00	0.00	75.00	0.00	2,625.00	2.78
CONCESSION REVENUE	0.00	0.00	0.00	5,400.00	0.00	1.50	0.00	5,398.50	0.03
FACILITY RENTAL REVENUE	0.00	0.00	0.00	9,325.00	0.00	255.00	0.00	9,070.00	2.73
PROGRAM REVENUE	0.00	0.00	0.00	179,740.00	(315.00)	5,065.00	0.00	174,675.00	2.82
TOTAL RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	197,165.00	(315.00)	5,396.50	0.00	191,768.50	2.74
TOTAL REVENUES	0.00	0.00	0.00	1,585,675.00	351,107.80	406,369.47	0.00	1,179,305.53	25.63
<u>EXPENDITURE SUMMARY</u>									
PARKS DIVISION	0.00	0.00	0.00	882,358.50	58,920.85	117,564.45	4,823.09	759,970.96	13.87
RECREATION DIVISION	0.00	0.00	0.00	323,138.50	15,457.93	31,848.57	956.29	290,333.64	10.15
CENTERVIEW	0.00	0.00	0.00	92,782.00	3,169.45	10,640.79	208.11	81,933.10	11.69
RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	227,674.50	11,801.02	20,736.10	314.50	206,623.90	9.25
TOTAL EXPENDITURES	0.00	0.00	0.00	1,525,953.50	89,349.25	180,789.91	6,301.99	1,338,861.60	12.26
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	59,721.50	261,758.55	225,579.56	(6,301.99)	(159,556.07)	367.17

50 -ENTERPRISE FUND
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
MISCELLANEOUS	0.00	0.00	0.00	52,187.00	15,437.29	16,829.35	0.00	35,357.65	32.25
UTILITY REVENUE	0.00	0.00	0.00	8,855,967.00	735,890.62	1,596,341.93	0.00	7,259,625.07	18.03
TRANSFERS - INTERFUND	0.00	0.00	0.00	84,525.00	7,043.75	14,087.50	0.00	70,437.50	16.67
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	8,992,679.00	758,371.66	1,627,258.78	0.00	7,365,420.22	18.10
<u>COVID-19</u>									
<u>SRF SEWER BONDS</u>									
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.60	1.22	0.00	(1.22)	0.00
TOTAL SRF SEWER BONDS	0.00	0.00	0.00	0.00	0.60	1.22	0.00	(1.22)	0.00
TOTAL REVENUES	0.00	0.00	0.00	8,992,679.00	758,372.26	1,627,260.00	0.00	7,365,419.00	18.10
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	600,000.00	50,000.00	100,000.00	0.00	500,000.00	16.67
WATER	0.00	0.00	0.00	3,182,078.00	275,412.26	358,857.02	15,923.59	2,807,297.39	11.78
SEWER	0.00	0.00	0.00	3,675,049.50	161,553.30	130,990.07	861.16	3,543,198.27	3.59
SOLID WASTE	0.00	0.00	0.00	1,739,728.00	134,812.90	134,812.90	0.00	1,604,915.10	7.75
TOTAL EXPENDITURES	0.00	0.00	0.00	9,196,855.50	621,778.46	724,659.99	16,784.75	8,455,410.76	8.06
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	(204,176.50)	136,593.80	902,600.01	(16,784.75)	(1,089,991.76)	433.85-

Investment Monthly Report

Investments Held at 12/31/20

Purchase Date	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Market*
12/10/20	1560	CBR	CD		12/04/20	2,000,000.00	2,000,000.00	0.2000	2,000,000.00
12/10/20	1552	CBR	CD		12/10/21	2,500,000.00	2,500,000.00	0.2000	2,500,000.00
10/18/12		MOSIP	MOSIP POOLE- GENERAL FUND		NA	2,124,968.92	2,124,968.92	2.4100	2,124,968.92
06/03/16		MOSIP	MOSIP POOLE - GENERAL FUND		NA	1,016,203.20	1,016,203.20	2.4100	1,016,203.20
09/01/16		MOSIP	MOSIP POOLE - GENERAL FUND		NA	1,102,619.64	1,102,619.64	2.4100	1,102,619.64
08/26/20	934746	NASB	CD		08/25/21	2,000,000.00	2,000,000.00	0.2000	2,000,000.00
08/14/19	901472	CBR	CD	Fund 50	08/25/21	699,769.30	699,769.30	0.2000	699,769.30
09/11/20	901488	CBR	CD		09/11/21	2,000,000.00	2,000,000.00	0.2100	2,000,000.00

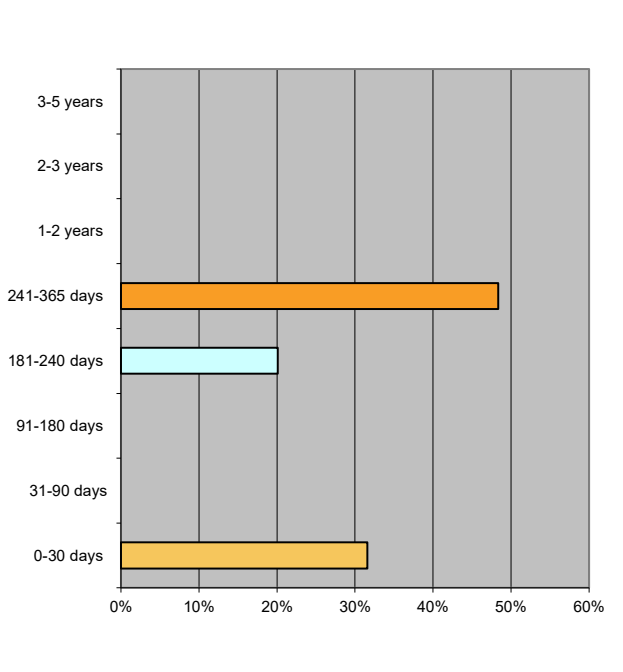
Investment Total **13,443,561.06** **13,443,561.06** **13,443,561.06**

*Market value listed above is the value of the investment at month end

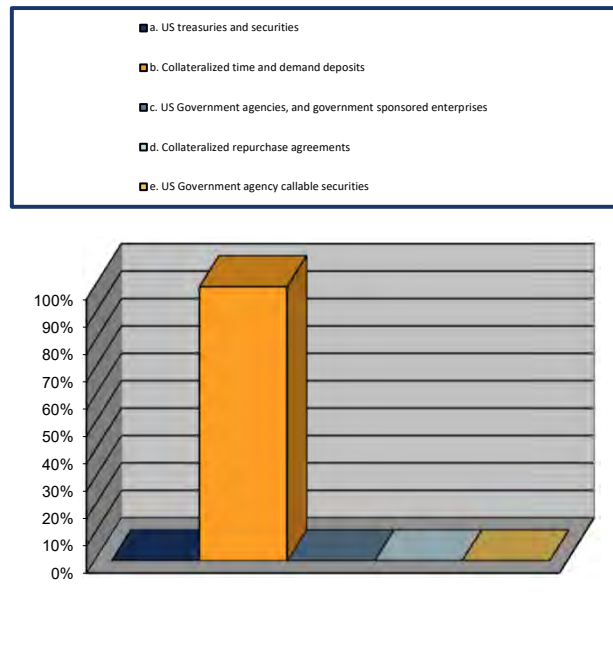
Average Annual Rate of Return: 0.8991

** Par value listed above is the actual amount if less than one year or the calculated annual earnings showing a one-year duration

Investment by Maturity



Diversification by Type



Listing of Investments Matured During the Month

Month	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Days Held
12/05/19	953697	NASB	CD		12/04/20	2,000,000.00	2,000,000.00	1.9000	345
12/09/19	901192	CBR	CD		12/09/20	2,500,000.00	2,500,000.00	1.6500	365

Average Rate of Return on Maturities: 1.76

December Grant Summary

New Grant Applications	Grantor	Award Amt. Requested / Match Required	Project / Item	Notification Timeline	Awarded / Denied

Current Grant Awards:	Grantor	Award Amt. / Match Required	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
Police:					
State & Community Hwy. Safety Grant - DWI (Oct. 2019 - Sept. 2020)	MoDOT (Traffic & Hwy. Safety Division)	\$8,000.00 (no match)	\$3,866.28	\$3,245.10	9/30/20
State & Community Hwy. Safety Grant - HMV (Oct. 2019 - Sept. 2020)	MoDOT (Traffic & Hwy. Safety Division)	\$6,000 (no match)	\$3,007.76	\$3,007.76	9/30/20
Bulletproof Vest Partnership (Sept. 2019 - Aug. 2021)	DOJ	\$2,141.76 (50% match)	\$0.00	\$0.00	08/31/21
Parks:					
Emergency Management:					
Emergency Mgmt. Performance Grant - 2020 (Jan. - June 2021)	FEMA	\$80,683.46 (50% match)	\$36,814.07	\$36,814.07	12/31/20
Cares Act - COVID19	Cass County		\$1,124,198	\$1,124,198	12/31/20
Community Development:					
Community Development	AARP	\$15,000	\$12,349.52	\$15,000.00	11/05/2018

Past Grant Awards:	Grantor	Award Amount / Match Req'd.	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
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Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION MONDAY, JANUARY 25, 2021 AT CENTERVIEW, 227 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MAYOR TURNBOW PHYSICALLY PRESENT WITH THE FOLLOWING MEMBERS PARTICIPATING VIA ZOOM: COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE, CIRCO, HOLMAN, JACOBSON, AND TOWNSEND. PHYSICALLY PRESENT WERE CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, CITY CLERK ERICA HILL, AND STAFF MEMBERS.

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

Mayor Turnbow announced the procedures for public interaction during the meeting due to COVID-19 procedures currently in place.

2. Roll Call. City Clerk Erica Hill called roll; quorum present to conduct business. Councilmembers Abdelgawad and Jacobson were absent.

3. Pledge of Allegiance.

4. Presentations/Awards.

5. Personal Appearances.

6. Staff Reports.

Public Works Director Mike Krass and Parks and Recreation Director Nathan Musteen provided staff reports that were included in the Council packet.

Communications Manager Melissa Harmer discussed the upcoming virtual Community Conversation event to be held on Feb. 23. Ms. Harmer and Assistant City Manager Mike Ekey answered general questions from the Council.

City Planner Katie Jardieu provided an update on the Comprehensive Plan.

City Manager Jim Feuerborn announced items for the February 1 work session.

7. Committee Reports.

8. Consent Agenda.

A. City Council regular meeting minutes, January 11, 2021

B. Resolution 21-04: Appointment of Thomas Engert to the Ward 4 Planning and Zoning Commission seat

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

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Absent
	Councilmember Barber	Aye

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

9. Unfinished Business. Second Readings.

A. Transfer of Right-of-Way Segment to MoDOT

BILL 3596: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED TO THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR A PORTION OF CITY RIGHT-OF-WAY OF 58 HIGHWAY WEST OF PRAIRIE LANE."

City Clerk Erica Hill conducted the second reading of Bill 3596 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3596 by title only.

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3596 as **Raymore City Ordinance 2021-003**.

B. Reappointment of Ross Nigro - Municipal Judge

BILL 3597: "AN ORDINANCE RE-APPOINTING ROSS NIGRO JR. AS MUNICIPAL JUDGE FOR THE CITY OF RAYMORE."

City Clerk Erica Hill conducted the second reading of Bill 3597 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3597 by title only.

DISCUSSION: None

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

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

Mayor Turnbow announced the motion carried and declared Bill 3597 as **Raymore City Ordinance 2021-004**.

7. New Business. First Readings.

A. Show Me Green Sales Tax Holiday

BILL 3598: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, COMMITTING THE CITY OF RAYMORE TO PARTICIPATE IN THE SHOW ME GREEN SALES TAX HOLIDAY IN 2021."

City Clerk Erica Hill conducted the first reading of Bill 3598 by title only.

City Clerk Erica Hill provided a review of the staff report included in the Council packet. In 2008, Senate Bill 1181 was enacted by the General Assembly to establish the Show Me Green Sales Tax Holiday in Section 144.526 of the Revised Statutes of Missouri, which exempts the State sales tax on the sale of certain Energy Star certified appliances annually when purchased April 19-25. Municipalities may choose to participate in the holiday to exempt City sales tax from the sale of these items. To participate in the 2021 sales tax holiday, the City must notify the Missouri Department of Revenue and submit a copy of the ordinance by March 5, 2021.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3598 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Absent
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Absent
	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 welcomed Mr. Engert to the Planning and Zoning Commission.

Councilmember Townsend noted the increased use of the ice rink at T.B. Hanna Station.

Mayor Turnbow noted his anticipation of the upcoming Community Conversation event.

13. Adjournment.

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

DISCUSSION: None

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

The regular meeting of the Raymore Council adjourned at 7:29 p.m.

Respectfully submitted,

Erica Hill
City Clerk

Unfinished Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Jan. 25, 2021

SUBMITTED BY: Jim Feuerborn

DEPARTMENT: Administration

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

TITLE / ISSUE / REQUEST

Bill 3598 Participation in Show Me Green Sales Tax Holiday in 2021

STRATEGIC PLAN GOAL/STRATEGY

Strategy 3.3.2: Provide support to existing local business

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Senate Bill 1181, enacted by the General Assembly in 2008, established the Show Me Green Sales Tax Holiday in Section 144.526, RSMo, which exempts the State sales tax on the sale of certain Energy Star certified appliances annually when purchased on April 19-25. Municipalities may also participate in the holiday to exempt City sales tax from the sale of these items.

To participate in the 2021 Show Me Green Sales Tax Holiday, the City must notify the Missouri Department of Revenue that it will participate in the holiday and provide a copy of the ordinance to that effect no later than March 5, 2021.

BILL 3598

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, COMMITTING THE CITY OF RAYMORE TO PARTICIPATE IN THE SHOW ME GREEN SALES TAX HOLIDAY IN 2021."

WHEREAS, Senate Bill 1181, enacted by the General Assembly in 2008, established the Show Me Green Sales Tax Holiday in Section 144.526, RSMo; and

WHEREAS, the Show Me Green Sales Tax Holiday exempts the sale of certain Energy Star certified appliances from State tax and takes place annually April 19-25; and

WHEREAS, municipalities may participate in the holiday and allow City sales tax from the sale of these items to be exempted; and

WHEREAS, in order to participate in the Show Me Green Sales Tax Holiday, the City must notify the Missouri Department of Revenue that it will participate in the holiday and provide a copy of the Ordinance to that effect no later than March 5, 2021.

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

Section 1. The City of Raymore shall participate in the Show Me Green Sales Tax Holiday in 2021.

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

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

DULY READ THE FIRST TIME THIS 25TH DAY OF JANUARY, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 8TH DAY OF FEBRUARY, 2021, 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

New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Feb. 8, 2021

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

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

TITLE / ISSUE / REQUEST

Bill 3599 - Budget Amendment Vehicle & Equipment Replacement

STRATEGIC PLAN GOAL/STRATEGY

FINANCIAL IMPACT

Award To:
Amount of Request/Contract: \$34,479
Amount Budgeted: \$77,767
Funding Source/Account#: VERP (03)

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Staff is recommending a budget amendment to modify the FY21 Vehicle & Equipment Replacement Plan (VERP). The VERP calls for replacement of combination backhoe/loader in the Public Works Department. The current fund balance for this purchase is \$77,767. The cost of the backhoe/excavator is \$108,838.

Staff has performed a comprehensive review of the VERP and has determined that due to low hours and limited use the mini-excavator scheduled for replacement could be removed from the replacement schedule without adversely impacting the our level of service. The funds available for the mini excavator replacement are \$34,479. Although it will be removed from the replacement schedule, the mini-excavator will remain in service until no longer practical. Staff is requesting that the funds set aside for the mini-excavator already be applied to the purchase of the backhoe/loader, which will provide more support for crews in the field.

Budget	Budgeted FY2021	Amendment	Change
VERP Fund (03)	\$77,767	\$108,838	\$34,479
Vehicle & Equipment Replacement			



BILL 3599

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2021 CAPITAL BUDGET TO PROVIDE FUNDING IN THE VEHICLE AND EQUIPMENT REPLACEMENT FUND.”

WHEREAS, a budget amendment to the Fiscal Year 2021 capital budget is necessary to provide the additional funds.

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

Section 1. The City Manager is directed to amend the FY 2021 Budget to fund Vehicle and Equipment Replacement fund as follows:

Budget	Budgeted FY2021	Amendment	Change
VERP Fund (03)	\$77,767	\$108,838	\$34,479
<i>Vehicle & Equipment Replacement</i>			

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

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

DULY READ THE FIRST TIME THIS 8TH DAY OF FEBRUARY, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 22ND DAY OF FEBRUARY, 2021 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
AGENDA ITEM INFORMATION FORM

DATE: Feb. 2, 2021

SUBMITTED BY: Mike Ekey

DEPARTMENT: Administration

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

TITLE / ISSUE / REQUEST

Bill 3600 - Award of Contract: Emergency Generator Maintenance and Repairs

STRATEGIC PLAN GOAL/STRATEGY

2.2.1 Develop plans and guidelines that communicate high standards

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
March 1, 2021	March 1, 2024

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
Bid Documents

REVIEWED BY:

ME

BACKGROUND / JUSTIFICATION

Staff is recommending the award of contract to Central Power Systems & Services for the City's on-going preventative maintenance of our eight (8) emergency generators. The generators provide power to the City's buildings and sewer/lift stations in the event of an emergency power loss.

The City received bids from Central Power Systems & Services, Clifford Power, CK Power, Pro Circuit and Nebraska Generators. Based on service costs in a variety of areas and references, Central Power proved to be the lowest and best contractor.

BILL 3600

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CENTRAL POWER SYSTEMS & SERVICES FOR PREVENTATIVE EMERGENCY GENERATOR MAINTENANCE AND REPAIRS FOR A THREE-YEAR PERIOD."

WHEREAS, the City Council has determined that is a Strategic Goal to develop plans that ensure the use of facilities even during an emergency; and

WHEREAS, the eight emergency generators at City facilities serve a critical function; and

WHEREAS, Central Power Systems & Services is recommended by staff to be the best firm to provide this service.

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

Section 1. The City Manager is hereby directed to enter into an agreement with Central Power Systems & Services to provide services in accordance with their submitted proposal and all of the terms and conditions of the agreement attached.

Section 2. Any Ordinance or part thereof which conflicts with this Ordinance shall be null and void.

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 8TH DAY OF FEBRUARY, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 22ND DAY OF FEBRUARY, 2021, 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

PROPOSAL FORM A
RFP 21-002

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Branden Hopkins having authority to act on behalf of (Company name) Central Power Systems & Services do hereby acknowledge that (Company name) _____ 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: Central Power Systems & Services

ADDRESS: 1900 Plumbers Way Street

ADDRESS: Liberty MO 64068
City State Zip

PHONE: 816-415-6700

E-MAIL: Branden.Hopkins@Cpower.com

DATE: 1/22/2021 Branden Hopkins Service Sales
(Month-Day-Year) Signature of Officer/Title

DATE: 1/22/2021 Wane Brown Branch Manager
(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 21-002

CONTRACTOR DISCLOSURES

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

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

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

Legal Matters

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

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

Required Representations

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

1. The Firm will possess all applicable professional and business licenses required for performing work in Raymore, Missouri.
2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Firm and all subcontractors that are employed or that may be employed in 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 21-002

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	CERNER INNOVATIONS CAMPUS
ADDRESS	8779 HILLCREST ROAD, KANSAS CITY, MO
CONTACT PERSON	FANK BARTKOWSKI fbartkowski@cerner.com
TELEPHONE NUMBER	816-446-1195
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
	CITY OF LEE'S SUMMIT, MO
CONTACT PERSON	MIKE RYSNER Michael.Rysner@cityofls.net
TELEPHONE NUMBER	816-969-1960

PROJECT, AMOUNT AND DATE COMPLETED	
---	--

COMPANY NAME	
ADDRESS	
	CITY OF BLUE SPRINGS, MO
CONTACT PERSON	JEFF KETCHUM jketchum@bluespringsgov.com
TELEPHONE NUMBER	816-935-2684
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
	CITY OF GRANDVIEW, MO
CONTACT PERSON	KRAIG BRIGGS kbriggs@ci.grandview.mo.us
TELEPHONE NUMBER	816-316-4889
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
	CITY OS PITTSBURG, KS
CONTACT PERSON	LANNY LOGAN lanny.logan@pittks.org
TELEPHONE NUMBER	620-687-7347
PROJECT, AMOUNT AND DATE COMPLETED	

State the number of Years in Business: 63 YEARS

State the current number of personnel on staff: OVER 350 COMPANY WIDE

PROPOSAL FORM D
RFP 21-002

Proposal of CENTRAL POWER SYSTEMS & SERVICES _____, organized and
(Company Name)
Existing under the law of the State of MISSOURI _____, doing business
as CORPORATION _____ (*)

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 21-002.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 0 _____, 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.

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



ADDENDUM NO. 1
Emergency Generator Preventative Maintenance
Project #21-002

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

Addendum No. 1 - Revised Proposal Tab Attached

1. Proposal tab has been revised to match generator specifications

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 January 25th at 5 p.m.

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

Company Name: Central Power Systems & Services

By: Branden Hopkins

Title: Service Sales

Address: 1900 Plumbers Way

City, State, Zip: Liberty, MO 64068

Date: 1/27/2021 Phone: 816-415-6700

Signature of Bidder: *Branden Hopkins*

ADDENDUM MUST BE SUBMITTED WITH BID

REVISED - BID PROPOSAL FORM E – Project No. 21-002

1. Cost for Preventive Maintenance Services and Supplies: Breakout costs for individual emergency generators below as shown.

Item No.	Description	Unit	Costs 2021	Costs 2022	Costs 2023
1	Preventive maintenance services proposed – Labor and materials included.				
A	City Hall	PM Annually	\$703.00	\$703.00	\$703.00
B	Emergency Management	PM Annually	\$260.00	\$260.00	\$260.00
C	Public Works	PM Annually	\$703.00	\$703.00	\$703.00
D	Kentucky Boost	PM Annually	\$703.00	\$703.00	\$703.00
E	Owen Good Lift	PM Annually	\$1,015.00	\$1,015.00	\$1,015.00
F	White Tail Lift	PM Annually	\$546.00	\$546.00	\$546.00
G	Morning View Lift	PM Annually	\$546.00	\$546.00	\$546.00
H	Public Works Mobile Generator	PM Annually	\$546.00	\$546.00	\$546.00
2	Diagnostic Service Call – maximum charge	Lump sum	\$575.00	\$575.00	\$575.00
3	Repair Services – Emergency/After Hours	Hourly rate	\$217.50	\$217.50	\$217.50
4	Repair Services – Routine Call/Non-Emergency	Hourly rate	\$145.00	\$145.00	\$145.00
5	Repair Services - supplies mark up	At cost + %	30 %	30 %	30 %
6	Repair Services - Travel Charge/Mileage * Please specify flat rate or unit charged	\$145.00 Per hour \$1.75 per mile			

TOTAL COST ANNUAL PREVENTIVE MAINTENANCE FOR ALL GENERATORS:

2021	2022	2023
\$5,022.00	\$5,022.00	\$5,022.00

2. Other Standard Charges per Service Call:

Please list any additional fees which may be charged per service call. Use a separate page if necessary.

Cost of waste disposal

3. Please list any comments, amendments, exclusions, or additions to the scope of services highlighted in your proposed preventive maintenance program:

Please list any additional fees which may be charged per service call. Use a separate page if necessary.

BID
OF: Central Power Systems & Services

(Firm Name)

DATE: 1/27/2021

FORM F
RFP 21-002

SERVICE INFORMATION

Preventive Maintenance Services

A. Company Information

- List your company's legal name, address, and telephone number. Include parent company information if applicable.

CENTRAL POWER SYSYEMS & SERVICES 816-415-6700

- How many technicians will be available to respond to the City's calls?
10
- Are you the preventive maintenance provider for any other organization? If so, please name the organization(s).

Yes, in the thousands

B. Service Response Information

- Explain in detail your firm's warranty on its services.
OEM ON THE PARTS AND 30 DAYS ON WORKMANSHIP
- What are your standard maintenance hours?
7:00AM – 4:30PM
- What is your maximum response time during regular business hours?
2 HOURS
- What is your maximum response time after regular business hours?
4 HOURS
- Is service available 24 hours a day, 7 days per week?
YES
- Do you stock adequate spare parts to meet your service agreement commitments? YES
Explain.



Company ID Number: 211308

Approved by:

Employer Central Power Systems & Services, LLC	
Name (Please Type or Print) Lewis A Paul	Title
Signature Electronically Signed	Date 05/05/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/05/2009



Company ID Number: 211308

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Central Power Systems & Services, LLC
Company Facility Address	9200 Liberty Drive Liberty, MO 64068
Company Alternate Address	
County or Parish	CLAY
Employer Identification Number	480583593
North American Industry Classification Systems Code	811
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	10



CITY OF RAYMORE
CONTRACT FOR SERVICES

Preventive Maintenance Services Emergency Generator Systems

Agreement made this **23rd** day of **February, 2021**, between **Central Power Systems & Services**, an entity organized and existing under the laws of the State of Missouri with its principal office located at **1900 Plumbers Way, Liberty, MO 64068**, 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 **February 23, 2021**, 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 21-002 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 Emergency Generator maintenance services as prescribed in the RFP document. This contract is for services provided in a one year period beginning March 1, 2021 and ending February 28, 2022. This term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

ARTICLE III CONTRACT SUM AND PAYMENT

The City agrees to pay the Contractor for services provided based upon the guaranteed pricing proposed in the Request for Proposal response submitted by the contractor and attached as Appendix A.

ARTICLE IV CONTRACT PAYMENTS

The City agrees to pay the Contractor for the completed work as follows: The Contractor shall provide the City with monthly billings for services provided. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Contractor's work. 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.

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

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

Prevailing Wage certified payroll must accompany any invoices that are **not** general maintenance related (i.e. repairs or upgrades).

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

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.

Contractor shall provide workers compensation insurance, as required by local, state and federal authority, to cover himself, employees and/or agents employed at his direction.

An annual certificate of insurance for worker's compensation and public liability, together with a properly executed endorsement, shall be delivered to the City prior to the commencement of work. The insurance company providing such coverage shall be satisfactory to the City.

All policies for liability protection, bodily injury, or property damage shall include the City of Raymore as an additional insured as such respects operation under this contract.

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

ARTICLE VI 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 promptly repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired, the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs.

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

ARTICLE VII RESPONSIBILITIES

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

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

subcontractors and their employees and be responsible for the work performed by subcontractors 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 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 24) only when there is a repair or upgrade to the systems, not general maintenance. 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 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.

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)

CENTRAL POWER SYSTEMS & SERVICES

By: _____

Title: _____

Attest: _____

APPENDIX A

SCOPE OF SERVICES AND SPECIAL PROVISIONS

Preventive Maintenance Services – Emergency Generator Systems

1.0 GENERAL:

The Supplementary Conditions define the Services; establish the standards by which the work will be performed and further clarify those standards for the specific locations involved. These Supplementary Conditions supersede all other provisions of the documents wherein there is a conflicting statement.

The City of Raymore desires to have an exclusive agreement with a single vendor to provide all preventive maintenance services for its public facility Emergency Generator systems. Staff anticipates structuring the contract on an annual basis with an opportunity for two one-year extensions after the first year; provided that the terms of the agreement remain the same and that both the contractor and the City are satisfied with the agreement. The contract shall include an annual amount for preventive services as well as guaranteed rates for regular and overtime repair services and materials markup.

A full list of covered equipment and their locations is included within this Appendix.

2.0 SCOPE OF WORK:

The work under this contract consists of the following:

CONTRACTOR TO:

1. Technicians on staff must be EGSA Certified Generator Technicians and must wear Company logo uniforms when on site to perform said tasks.
2. Provide all supplies and equipment necessary to perform tasks listed below
3. Track and report to the Building Maintenance Technician all duties performed on generators A-B and report to the Assistant Public Works Director of Operations on generators C-H.
4. Submit copies of maintenance tasking records when invoicing the City
5. Repair any damage to facilities incurred during the performance of prescribed preventive maintenance and/or optional repair services
6. Removal and disposal of any and all waste resulting from such maintenance and/or optional repair services
7. Maintain the work area in a professional manner
8. Notify the City Building Maintenance Technician of any irregularities found on generators A-B and report to the Assistant Public Works Director of Operations on generators C-H.

Contractor shall schedule all preventive maintenance tasks with a minimum of 48 hours notice to the Building Maintenance Technician.

3.0 SPECIAL PROVISIONS:

- 3.1 *Working Hours:* All preventive maintenance work shall occur between 8:00 A.M. and 3:30 P.M. unless expressly authorized in writing by the City.
- 3.2 *Tax Exempt:* This is a Tax Exempt Project

Once per year, the contractor shall inspect the engine, generator, transfer switch on all covered equipment to include (if applicable for that equipment):

ENGINE

Lubrication System

- Draw oil sample at time of Annual PM for independent lab analysis
- Perform complete oil and filter change at time of Annual PM
- Inspect waste oil & filter(s) for visual evidence of dilution or contamination
- Test run engine and inspect for leaks - check all engine controls for proper adjustments

Fuel System - Diesel

- Change engine fuel filter(s) at time of Annual PM
- Inspect fuel supply for quantity and visual contamination
- Inspect fuel supply manifolds for leaks, condition, and security
- Inspect engine fuel lines, pump, and filters for leaks, condition, and security
- Inspect and lubricate governor actuator to rack and ball joints

Fuel System – Gasoline

- Inspect fuel tank leaks, condition, security, and visual contaminants
- Inspect fuel line for leaks, condition, and security
- Inspect fuel shut-off valve (if so equipped) for leaks and proper operation
- Inspect spark plug - clean and gap as needed
- Inspect carburetor for leaks and proper operation - clean and adjust as needed
- Inspect ignition system for condition and proper operation

Air System

- Inspect fixed &/or powered louvers for condition, security, proper operation, and airflow.
- Inspect air filter for condition and security: tighten clamps and brackets as needed.
- Inspect turbo outlet pipes (if so equipped) for condition and security: tighten clamps and brackets as needed
- Service crankcase breathers and air box drains as required

Cooling System

- Change coolant filter at time of annual full service if so equipped

Check coolant level and record freeze protection point
Top-off coolant as needed, up to two (2) gallons per unit per year
Inspect fan, drive bearings, shrouds, guards, and brackets for condition and security
Inspect radiator core for cleanliness, condition, and security
Inspect fan drive belt, idlers, and tensioners for condition, security, and proper track and tension
Inspect coolant hoses and pipes for condition and security, tightening clamps and brackets as needed

Exhaust System

Inspect exhaust pipe and flexes where accessible, tightening clamps and flange bolts as required
Inspect muffler supports & rain cap and operate drains as equipped
Inspect turbocharger clamps and brackets, tightening as required

Engine Electrical System

Inspect starter cables, wire, and connectors for condition and security
Check and record starting battery float voltage check electrolyte level
Check charger for condition and proper operation and output charge rate and voltage
Load test starting battery(s) to 450 amps/cell for 15 seconds and record voltage & RCCA
Inspect electrical control and sensor wire termination, tightening as required
Check operation of jacket water heater, control thermostats, and oil pressure disconnect switch
Inspect all engine protective devices including oil pressure, coolant temperature, overcrank, overspeed shutdowns, and all other applicable devices

GENERATOR END

Mechanical

Lubricate serviceable bearings at least once per year
Inspect mounting bolts and drive flex fastening bolts
Inspect fan guard for condition and security - clean air inlet screen as needed
Inspect mechanical connections for tightness, condition, and security

Electrical

Test run unit to check & record output voltage and frequency with no load - adjust as needed
Output under a load can only be checked with building load or with load bank
Inspect cable wire termination at generator for condition and security
Inspect end bell enclosure for cleanliness and device interference with rotating assembly
Inspect and test generator protective devices (circuit breaker, safeguard breaker)

CONTROLS AND TRANSFER SWITCH

- Check operation of auto-start and remote controls – perform load transfer test **ONLY** if approved to do so by site staff
- Check operation of generator set associated indicators, lights, and alarms
- Inspect relays and contacts for excess wear and cleanliness
- Check soundness of linkages and load cables
- Inspect condition of control panel wiring
- Clean inside of closures as needed

Included in the above preventive tasks, at the contractor’s expense are all labor, equipment, and supplies to include oil, belts and hoses. Other materials shall be billed at a cost plus markup rate for policyholders listed in the proposal form. Labor, for repairs in addition to the contract specifications, shall be invoiced at a discounted policyholders’ rate. This discounted rate shall be listed in the contract documents as well as on the proposal form.

Costs and estimates for repairs, outside the scope of the preventive maintenance agreement specifications, shall include labor and parts. The City reserves the right to get second opinions and alternate quotes on repairs to equipment.

ENGINE GENERATOR SET: The following Generators and associated Automatic Transfer Switches (ATS) are covered under this agreement:

SITE	ADDRESS	MAKE	M/N / SPEC	S/N	kW RATING
A. City Hall	100 Municipal Circle	Onan	DFAC-500 6817 / K	A020321014	250
B. Emergency Mgmt	100 Municipal Cir	Honda	EU7000IS	EEJD-1007858	7
C. Public Works	1021 S. Madison	Caterpillar	SR4 / 4P-9903	1JJ00718	250
D. Kentucky Boost	155th & Kentucky	Onan	DFAC-5635019 / M	K030567393	250
E. Owen Good Lift	1840 East 195th	Cummins	DQCB-5936012 / B	K070123629	500
F. White Tail Lift	1599 East 195th	Generac	SD0130-A167.5D18HPY YC	2087955	130
G. Morningview Lift Station	Poseidon Dr & Lucy Webb Rd	Generac	SC0030AG162.4D18HPY Y3 W/ASCO 130 AMP Transfer Switch	3004992409	30
H. Public Works Mobile Generator	Mobile	Generac	MDG75DF4	3004863782	62

4.0 ADDITIONAL INFORMATION

- 4.1 Project is tax exempt.
- 4.2 Working Hours: All preventive maintenance work shall occur between 8:00 A.M. and 3:30 P.M. unless expressly authorized in writing by the City.

CITY OF RAYMORE, MISSOURI
RFP # 21-002

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 Assistant City Manager or their authorized representative(s). The Contractor shall not comply with requests and/or orders issued by an unauthorized individual. The Assistant City Manager 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 February, 2021. Contractor agrees to perform Emergency Generator maintenance services as prescribed in the RFP document. This contract is for services provided in a one year period beginning March 1, 2021 and ending February 28, 2022. This term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

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:

At completion of work – the contractor shall invoice for amounts due on a monthly basis. 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.

Prevailing Wage certified payroll must accompany any invoices that are **not** general maintenance related (i.e. repairs or upgrades).

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 Building Maintenance Technician for 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*

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 27) only when there is a repair or upgrade to the systems, not general maintenance. 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.

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) as described above.

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 2020 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 2020 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. *Bid Bond*

A bid bond or certified check from a surety or bank, approved by the Purchasing Specialist, in the amount of \$500.00 must accompany each proposal. Prior approval 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.

S. *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.

T. *Release of Information*

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

U. *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.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Feb. 2, 2021

SUBMITTED BY: Mike Ekey

DEPARTMENT: Administration

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

TITLE / ISSUE / REQUEST

Bill 3601 - Award of Contract: HVAC Maintenance and Repairs

STRATEGIC PLAN GOAL/STRATEGY

2.2.1 Develop plans and guidelines that communicate high standards

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
March 1, 2021	March 1, 2024

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
Bid Documents

REVIEWED BY:

ME

BACKGROUND / JUSTIFICATION

Staff is recommending the award of contract to Martin Mechanical Contractors for the City's on-going preventative maintenance of our HVAC in systems.

The City received bids from Martin Mechanical Contractors, MCC Contractors, Lippert Mechanical, Environ Mechanical and Design Mechanical. Based on service costs in a variety of areas and references, Martin Mechanical proved to be the lowest and best contractor.

BILL 3601

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MARTIN MECHANICAL CONTRACTORS FOR PREVENTATIVE HVAC MAINTENANCE AND REPAIRS FOR A THREE-YEAR PERIOD.”

WHEREAS, the City Council has determined that is be a Strategic Goal to provide high-quality public spaces; and

WHEREAS, the Heating, Ventilation and Air Conditioning systems in the City’s six buildings serve a critical function; and

WHEREAS, Martin Mechanical Contractors is recommended by staff to be the lowest and best firm to provide this service.

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

Section 1. The City Manager is hereby directed to enter into an agreement with Martin Mechanical Contractors to provide services in accordance with their submitted proposal and all of the terms and conditions of the agreement attached.

Section 2. Any Ordinance or part thereof which conflicts with this Ordinance shall be null and void.

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 8TH DAY OF FEBRUARY, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 22ND DAY OF FEBRUARY, 2021, 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

PROPOSAL FORM A
RFP 21-001

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Matt Livingston having authority to act on behalf of (Company name) MARTIN Mechanical do hereby acknowledge that (Company name) Martin Mechanical 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: MARTIN Mechanical

ADDRESS: 11632 Grandview RD
Street

ADDRESS: KANSAS CITY MO 64137
City State Zip

PHONE: ⁸¹⁶⁻ 842-2900

E-MAIL: Matt@MartinKC.com

DATE: 1-27-21 (Month-Day-Year)  Service Manager 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 21-001

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 21-001

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	UCM
ADDRESS	415 E. Clark ST. Warrensburg MO, 64093
CONTACT PERSON	Gene Russell
TELEPHONE NUMBER	660-543-4331
PROJECT, AMOUNT AND DATE COMPLETED	100,000 + year to year

COMPANY NAME	KCKHA
ADDRESS	1131 CENTRAL AVE KCKS 66102
CONTACT PERSON	Therese Linman
TELEPHONE NUMBER	913-281-3300
PROJECT, AMOUNT AND DATE COMPLETED	30,000 year to year

COMPANY NAME	IHA
ADDRESS	210 S Pleasant
	Independence, MO 64050
CONTACT PERSON	Ed Miller - Michael Bishop
TELEPHONE NUMBER	816. 836 - 9200 Ext 307
PROJECT, AMOUNT AND DATE COMPLETED	10,000 yearly

COMPANY NAME	MAGNA Seating
ADDRESS	301 S McCleary Rd, Excelsior Springs, MO
	64024
CONTACT PERSON	Randy Meyers
TELEPHONE NUMBER	816. 630. 6760
PROJECT, AMOUNT AND DATE COMPLETED	18,000 yearly

COMPANY NAME	Cameron Insurance
ADDRESS	214 McElwain Dr
	Cameron, MO 64429
CONTACT PERSON	Richard Slates
TELEPHONE NUMBER	816. 632. 6511
PROJECT, AMOUNT AND DATE COMPLETED	18,000 yearly

State the number of Years in Business: 85

State the current number of personnel on staff: 45

PROPOSAL FORM D
RFP 21-001

Proposal of MARTIN Mechanical, organized and
(Company Name)
existing under the law of the State of Missouri, doing business
as MARTIN Mechanical (*)

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. 21-001.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 0, 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 – RFP 21-001

Cost for HVAC Preventive Maintenance Services and Supplies: Breakout costs for individual HVAC Systems below as shown.

Item No.	Description	Unit	Costs 2021	Costs 2022	Costs 2023
1	Preventive maintenance services proposed – Labor and materials included				
	1. City Hall	PM Annually	4,227	4,353.81	4,481.42
	2. Public Works	PM Annually	780.00	803.40	827.50
	3. Animal Control	PM Annually	605.00	623.15	641.84
	4. Raymore Activity Center	PM Annually	1800.00	1854.00	1,909.62
	5. Parks Maintenance	PM Annually	530.00	545.90	562.28
	6. Centerview	PM Annually	1340.00	1380.20	1421.61
2	Diagnostic Service Call – minimum charge	Lump sum	380.00	391.40	403.14
3	Repair Services – Emergency/After Hours	Hourly rate	142.50	144.50	146.30
4	Repair Services – Routine Call/Non-Emergency	Hourly rate	95.00	97.00	99.00
5	Repair Services - supplies markup	At cost + %	30 %	30 %	30 %
6	Repair Services - Travel Charge/Mileage * Please specify <u>flat rate</u> or unit charged	50.00 FR	50.00 FR	50.00 FR	50.00 FR

TOTAL COST ANNUAL PREVENTIVE MAINTENANCE FOR ALL BUILDINGS:

2021	2022	2023
9,282.00	9,560.46	9,847.27

1. Please list any additional fees which may be charged per service call. Use a separate page if necessary.

NONE

2. Please list any comments, amendments, exclusions, or additions to the scope of services highlighted in your proposed preventive maintenance program:

NONE

BID

OF:

MARTIN Mechanical Contractors

(Firm Name)

DATE:

1.27.21

LATE BIDS CANNOT BE ACCEPTED!

FORM F
RFP 21-002

SERVICE INFORMATION

Preventive Maintenance Services

A. Company Information

- List your company's legal name, address, and telephone number. Include parent company information if applicable. *MARTIN MECHANICAL CONTRACTORS
11632 Grandview Rd KCMO 64137*
- How many technicians will be available to respond to the City's calls? - *15*
- Are you the preventive maintenance provider for any other organization? If so, please name the organization(s). *Yes, KCKHA, IHA, UCM*

B. Service Response Information

- Explain in detail your firm's warranty on its services. *30 days labor
refer to manufacturer's warranty on parts*
- What are your standard maintenance hours? *8:00 am - 4:00 pm*
- What is your maximum response time during regular business hours? - *4 hrs*
- What is your maximum response time after regular business hours? - *4 hrs*
- Is service available 24 hours a day, 7 days per week? - *Yes*
- Do you stock adequate spare parts to meet your service agreement commitments?
Explain. *yes, Refrigerant, oils, etc*



PROVIDER OF SOLUTIONS

PERFORMANCE CONTRACTING

Energy Management,
DDC Systems

REFRIGERATION

Industrial, Commercial,
Service, Installation

HVAC

Furnaces,
Air Conditioners,
Compressors, Rooftop
Units, Heat Pumps

CHILLERS

Installation, Repairs,
Retubing, Retrofit

BOILERS

Service, Retubing,
Installation,
Replacement

BURNERS

Service, Repair,
Adjustment

PIPING

Steam, Process,
Stainless, PVC

ACCESSORIES

Cooling Towers,
Deaerators, Pumps,
Tanks, Heat Exchangers,
Water Softeners

1419 E 19th
Kansas City, MO 64108

p. 816.842.2900
f. 816.842.0205

AFFIDAVIT OF COMPLIANCE WITH EVERIFY

AFFIDAVIT

All subcontractors and sub-subcontractors with contract amounts in excess of \$5,000 on public projects in Missouri and in excess of \$50,000 in Kansas are required to verify the employment eligibility status of employees through the E-verify federal program administered by the Department of Homeland Security, U.S. Citizenship and Immigration Services. At such time as subcontractors are required to utilize E-Verify for federal contract work or other public or private work, compliance with any such requirements shall also be part of the Subcontract. Subcontractor shall indemnify, defend and hold harmless MGCC against any expense incurred including imposition of fines which results from violation of such laws. Subcontractor affirmatively states that it is not knowingly in violation of state statutes and shall not henceforth be in such violation. Subcontractor further agrees to execute this sworn affidavit under the penalty of perjury attesting to the fact that the direct Subcontractor's employees are lawfully present in the United States. Failure of Subcontractor to comply with this requirement shall be grounds for termination for default.

COMES NOW Affiant Jim Rogers, being of lawful age, and states the following based on personal knowledge, under oath and fully aware of the penalties for perjury:

1. I presently am employed by Martin Mechanical ("Subcontractor") and am authorized by Subcontractor to make representation on its behalf.

2. All of Subcontractor's employees are lawfully present in the United States.

Further affiant sayeth naught.

Subcontractor: Martin Mechanical Inc

By: James Rogers

Title: President

Date: 12-29-2020

Signature, Print Name James Rogers

COUNTY OF Jackson
STATE OF Missouri SS.

Subscribed and sworn to before me this 29th day of Dec., 2020

My Commission Expires: 5-26-23

Amy Louise Gifford
Notary Public

AMY LOUISE GIFFORD
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: May 26, 2023
Commission Number: 15193380

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

Name/Contractor: Matt Livingston - MARTIN Mechanical Contractors

Company: MARTIN Mechanical Contractors

Address: 11632 Grandview RD KCMO 64137

- 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 #21-001.
- 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.

Martin Mechanical Contractors
Company Name

Matt Livingston
Signature

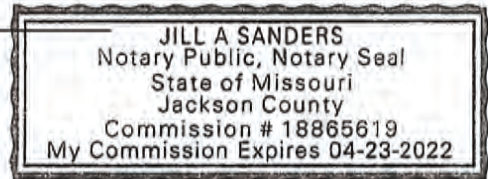
Name: Matt Livingston

Title: Service Manager

STATE OF Missouri COUNTY OF Jackson

Subscribed and sworn to before me this 27th day of January, 2021.

Notary Public: Jill A Sanders
Jill A Sanders



My Commission Expires: 4-23-2022

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

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



CITY OF RAYMORE
CONTRACT FOR SERVICES

Preventive Maintenance Services HVAC Systems

Agreement made this **23rd** day of **February, 2021**, between **Martin Mechanical**, an entity organized and existing under the laws of the State of Missouri, with its principal office located at **11632 Grandview Rd, Kansas City, MO 64137**, 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 **February 23, 2021**, 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 21-001 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 HVAC maintenance services as prescribed in the RFP document. This contract is for services provided in a one year period beginning March 1, 2021 and ending February 28, 2022. This term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

ARTICLE III CONTRACT SUM AND PAYMENT

The City agrees to pay the Contractor for services provided based upon the guaranteed pricing proposed in the Request for Proposal response submitted by the contractor and attached as Appendix A.

ARTICLE IV CONTRACT PAYMENTS

The City agrees to pay the Contractor for the completed work as follows: The Contractor shall provide the City with monthly billings for services provided. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Contractor's work. 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.

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

Prevailing Wage certified payroll must accompany any invoices that are **not** general maintenance related (i.e. repairs or upgrades).

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

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.

Contractor shall provide workers compensation insurance, as required by local, state and federal authority, to cover himself, employees and/or agents employed at his direction.

An annual certificate of insurance for worker's compensation and public liability, together with a properly executed endorsement, shall be delivered to the City prior to the commencement of work. The insurance company providing such coverage shall be satisfactory to the City.

All policies for liability protection, bodily injury, or property damage shall include the City of Raymore as an additional insured as such respects operation under this contract.

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

ARTICLE VI 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 promptly repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired, the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs.

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

ARTICLE VII RESPONSIBILITIES

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

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 subcontractors and their employees and be responsible for the work performed by subcontractors 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 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) only when there is a repair or upgrade to the systems, not general maintenance. 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 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.

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)

MARTIN MECHANICAL

By: _____

Title: _____

Attest: _____

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Preventive Maintenance Services – HVAC Systems

1.0 GENERAL:

The Supplementary Conditions define the Services; establish the standards by which the work will be performed and further clarify those standards for the specific locations involved. These Supplementary Conditions supersede all other provisions of the documents wherein there is a conflicting statement.

The City of Raymore desires to have an exclusive agreement with a single vendor to provide all preventive maintenance services for its public facility HVAC systems. Staff anticipates structuring the contract on an annual basis with an opportunity for two one-year extensions after the first year; provided that the terms of the agreement remain the same and that both the contractor and the City are satisfied with the agreement. The contract shall include an annual amount for preventive services as well as guaranteed rates for regular and overtime repair services and materials markup.

A full list of covered equipment and their locations is included within this Appendix.

2.0 SCOPE OF WORK:

The work under this contract consists of the following:

CONTRACTOR TO:

1. Provide uniformed personnel to perform preventive maintenance tasks
2. Provide all supplies and equipment necessary to perform tasks listed below
3. Track and report all duties performed to the Building Maintenance Technician
4. Submit copies of maintenance tasking records when invoicing the City
5. Repair any damage to facilities incurred during the performance of prescribed preventive maintenance and/or optional repair services
6. Removal and disposal of any and all waste resulting from such maintenance and/or optional repair services
7. Maintain the work area in a professional manner
8. Notify the City Building Maintenance Technician of any irregularities found.

Contractor shall schedule all preventive maintenance tasks with a minimum of 48 hours notice with the City's Building Maintenance Technician.

3.0 SPECIAL PROVISIONS:

- 3.1 *Working Hours:* All preventive maintenance work shall occur between 8:00 A.M. and 3:30 P.M. unless expressly authorized in writing by the City.
- 3.2 *Tax Exempt:* This is a Tax Exempt Project

Spring Inspection Program

The following services will be performed once, during seasonal start-up of the equipment:

- Replace filters within first two weeks of March
- Check the evaporator coil.
- Check/clean drain pan.
- Check fan and motor bearings. Lubricate as required.
- Check belt condition and tension. Replace as needed.
- Check drives and pulleys for tightness.
- Check system for oil and refrigerant leaks by visual inspection.
- Check oil supply and refrigerant charge.
- Check operation of refrigeration controls.
- Check general condition and operation of compressor(s).
- Check oil pump operation and oil level.
- Check discharge and suction pressures.
- Make a pump down capacity check.
- Check operation of damper motors and controls.
- Check operation of expansion valves.
- Check and calibrate thermostat operation.
- Check operation of starters and controls.
- Check wiring for loose connections.
- Adjust and tighten linkages on all dampers.
- Check operation and settings of unloaders.
- Check amperage and voltage of compressors.
- Review maintenance procedures with the Building Maintenance Technician and make recommendations for additional service or repairs, if required.
- Replace filters in fan powered boxes.

Mid-Summer Inspection Program

The following services will be provided mid way through the cooling season:

- Replace filters within first two weeks of June
- Check evaporator coil condition.
- Check and clean the drain pan as required.
- Verify drain piping is free of debris and drains properly.
- Check and clean condenser coils as required.
- Check belt condition and tension. Replace as needed.
- Check fan and motor bearings. Lubricate as required.
- Check general operation of unit and controls.
- Check refrigerant charge.
- Check for vibration and noise.

- Check oil pressure and oil level if applicable.
- Check temperature drop across coil.
- Review maintenance procedures with the Building Maintenance Technician and make recommendations for additional service or repairs, if required.
- Replace filters in fan powered boxes.

Fall Inspection Program

The following services will be performed during or shortly after seasonal start-up of the equipment:

- Replace filters within first two weeks of September
- Check fan motor bearings. Lubricate as required.
- Check belt condition and tension. Replace as needed.
- Check drives and pulleys for tightness.
- Check operation of damper motors and controls.
- Check and tighten linkages as required.
- Check burner condition.
- Check heat exchanger condition.
- Check gas pressure.
- Check flame signal.
- Check fan and limit operation.
- Check stack and flue condition.
- Check and tighten all electrical connections.
- Check operation of vent motors.
- Review maintenance procedures with the Building Maintenance Technician and make recommendations for additional service or repairs, if required.
- Check the boiler. Replace boiler anodes.
- Replace filters in fan powered boxes.

Mid-Winter Inspection Program

The following services will be performed midway through the heating season:

- Replace filters within first two weeks of December
- Check fan and motor bearings. Lubricate as required.
- Check belt condition and tension. Replace as needed.
- Check fan and limit operation.
- Check burner condition.
- Check heat exchanger condition.
- Check operation of vent motors.
- Check the flame signal. Adjust if required.
- Check general operation of the heating system.
- Replace filters in fan powered boxes.
- Review maintenance procedures with the Building Maintenance Technician and make recommendations for additional service or repairs, if required.

Labor, in addition to the contract specifications, shall be invoiced at a discounted policyholders' rate. This discounted rate shall be listed in the contract documents as well as on the bid form.

Costs and estimates for repairs, outside the scope of the preventive maintenance agreement specifications, shall include labor and parts. The City reserves the right to get second opinions and alternate quotes on repairs/upgrades to equipment.

4.0 LIST OF COVERED EQUIPMENT:

1. **City Hall HVAC System – ****

Rooftop Unit	Trane	TCD240B40AHA
Rooftop Unit	Trane	TCD360A40J1B6
Rooftop Unit	Trane	TCD360A40J1B6
Exhaust Fans (5 units)	Centri-Master	PNUXP080RFE1
Split System Heat Pump	Mitsubishi	PLA-A-EA7
Boiler		
Fan Powered Boxes (13 units)		

** Rooftop Units and Fan Powered Boxes controlled through Trane Tracer Summit Control Module

2. **Public Works HVAC System –**

Exterior ground unit	Lennox	5605E01367 HS29-072-3G
Exterior ground unit	Lennox	5605D16012HS29-072-3G
Interior unit in ceiling	Lennox	G51MP-60C-110

3. **Animal Control HVAC System –**

Exterior ground unit	Lennox	5805G35273HS29-048-13Y
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4. **Raymore Activity Center**

Rooftop Unit	Trane	YCH600BETP4B2KC
Rooftop Unit	Trane	YHD150G3RVB1M8W

5. **Park Maintenance Facility –**

Residential electric unit
 Change filters annually

6. **Centerview Facility -**

Rooftop Unit - 2	Lennox	LGH060S4T
Rooftop Unit - 2	Lennox	LGH120H4B

5.0 ADDITIONAL INFORMATION

- 5.1 Project is tax exempt.
- 5.2 Working Hours: All preventive maintenance work shall occur between 8:00 A.M. and 3:30 P.M. unless expressly authorized in writing by the City.

CITY OF RAYMORE, MISSOURI
RFP # 21-001

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 Assistant City Manager or their authorized representative(s). The Contractor shall not comply with requests and/or orders issued by an unauthorized individual. The Assistant City Manager 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 February, 2021. Contractor agrees to perform HVAC maintenance services as prescribed in the RFP document. This contract is for services provided in a one year period beginning March 1, 2021 and ending February 28, 2022. This term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

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 27 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:

At completion of work – the contractor shall invoice for amounts due on a monthly basis. 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.

Prevailing Wage certified payroll must accompany any invoices that are **not** general maintenance related (i.e. repairs or upgrades).

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 Building Maintenance Technician for 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*

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 27) only when there is a repair or upgrade to the systems, not general maintenance. 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.

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) as described above.

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 2020 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 2020 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. *Bid Bond*

A bid bond or certified check from a surety or bank, approved by the Purchasing Specialist, in the amount of \$500.00 must accompany each proposal. Prior approval 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.

S. *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.

T. *Release of Information*

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

U. *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.

Miscellaneous

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, FEBRUARY 1, 2021, AT 7:00 P.M., AT CENTERVIEW, 227 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. Staffing Study Presentation

Patrick Ibarra with the Mejorado Group recently completed a staffing study for the City. He presented the study and recommendations to the Council. He answered questions from Council.

B. Use Tax Campaign

Assistant City Manager Mike Ekey and Communications Manager Melissa Harmer presented an outline of the campaign for the upcoming Use Tax ballot issue. Staff answered questions from Council and discussed possible obstacles with the campaign.

C. Other

The work session of the Raymore City Council adjourned at 8:30 p.m.

PROCLAMATION

WHEREAS, members of Optimist International celebrate Optimist Day throughout the world the first Thursday of every February to promote their efforts in helping and recognizing the young people that make a difference in their communities and who will encourage a greater exchange of ideas between young people and adults; and

WHEREAS, There are 2,400 Optimist Clubs, with more than 70,000 Members, in Optimist International and Optimist members throughout the world that carry out more than 6,500 service projects that serve six million young people a year; and

WHEREAS, the Ray-Pec Sunrise Optimist Club, known as the Friends of Youth, was chartered on June 1, 1980 and recently celebrated its 40th anniversary; and

WHEREAS, the Ray-Pec Sunrise Optimist Club awards \$5,000 in scholarships to students each year and organizes around 38 events to support and encourage the children in our community each year; and

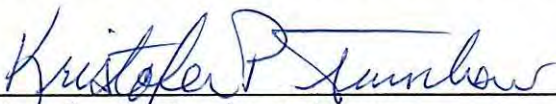
WHEREAS, the Ray-Pec Sunrise Optimist Club has performed countless acts of service to the community.

NOW THEREFORE, I, Kristofer P. Turnbow, Mayor of the City of Raymore, do hereby proclaim February 8, 2021 as

RAY-PEC SUNRISE OPTIMIST DAY

In the City of Raymore and recognize our city's Optimists for all of their accomplishments and for the impact they have made in others' lives.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Raymore to be affixed this 8th day of February, 2021.



Kristofer P. Turnbow, Mayor

