



# RAYMORE PARKS AND RECREATION BOARD

## SPECIAL MEETING - *AGENDA*

Tuesday, February 8, 2022

7:00PM - City Hall  
100 Municipal Circle  
Raymore, Missouri 64083

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **New Business**
  - A. PlayPower Contract Award Action Item

Staff will present a recommendation to award the Hawk's Nest All-Inclusive Playground contract to PlayPower LT Farmington, Inc.
  - B. Hawk's Nest Playground - Budget Amendment Action Item

Staff is requesting a budget amendment for the Hawk's Nest All-Inclusive Playground at Hawk Ridge Park.
  - C. Centerview Landscaping Contract Action Item

Staff is requesting contract approval with Blue Cedar Landscaping for the landscaping upgrades at Centerview.
5. **Board Member Comment**
6. **Adjournment**

---

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

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

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

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



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: February 8 2022

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

- Ordinance, Resolution, Presentation, Public Hearing, Agreement, Discussion, Other

TITLE / ISSUE / REQUEST

Bill 3690 - Hawks Nest Playground - PlayPower Contract

STRATEGIC PLAN GOAL/STRATEGY

Goal 1.3.2: Develop programs & amenities that meet the needs of the community.

FINANCIAL IMPACT

Award To: PlayPower LT Farmington, Inc.
Amount of Request/Contract: 950,000.00
Amount Budgeted: 950,000.00
Funding Source/Account#: Fund 47 / 47-00-8480-0000

PROJECT TIMELINE

Estimated Start Date: April 1, 2022
Estimated End Date: August 1, 2022

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Parks and Recreation Board
Date: February 8, 2022
Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

Bill 3690
Contract
Rendering and Bid Tab

REVIEWED BY:

[Empty signature box]

## BACKGROUND / JUSTIFICATION

In 2020 staff applied for a Land Water Conservation Fund grant in the amount of \$250,000 towards the Hawk's Nest All Inclusive Playground at Hawk Ridge Park. In September 2022, announcements were made and the Hawk's Nest project was awarded the full \$250,000.00. Projects were then authorized to go through the open bid process.

In December, Staff released an RFP inviting qualified vendors to submit proposals for the all-inclusive playground.

Five proposals were received and on January 25, staff presented the Park Board with the three lowest, best proposals for Board review.

PlayPlower provided a proposal that met all requirements and provided a unique and fun experience utilizing a nature theme. An additional donation in the amount of \$200,000.00 towards the project was included with the proposal through Unlimited Play from the Sunderland Foundation.

Staff recommends award of contract to PlayPower LT Farmington, Inc. for Option 1.

**BILL 3690**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PLAYPOWER LT FARMINGTON, INC. FOR CONSTRUCTION OF THE HAWK'S NEST, AN ALL INCLUSIVE PLAYGROUND AT HAWK RIDGE PARK."**

**WHEREAS**, the Hawk Ridge Park master plan included a playground, and;

**WHEREAS**, an all inclusive playground concept was approved, and:

**WHEREAS**, Staff has secured funding for the construction of the playground.

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

Section 1. The City Manager is directed and authorized to enter into an agreement with PlayPower LT Farmington, Inc. for construction of an all inclusive playground at Hawk Ridge Park.

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

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

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

**DULY READ THE FIRST TIME THIS 14TH DAY OF FEBRUARY, 2022.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF FEBRUARY, 2022, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Berendzen  
Councilmember Burke III

Councilmember Circo  
Councilmember Holman  
Councilmember Townsend  
Councilmember Wills-Scherzer

ATTEST:

APPROVE:

\_\_\_\_\_  
Erica Hill, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature



CITY OF RAYMORE  
CONTRACT FOR SERVICES

**Hawks Nest All-Inclusive Playground**

This Contract for Hawk's Nest All-Inclusive Playground, hereafter referred to as the **Contract** is made this 28th day of February, 2022, between PlayPower LT Farmington, Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 878 E. US Hwy 60, Monett, MO 65708, 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 28, 2022 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 22-394-701 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

Start date of the project is April 2022. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

## ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$950,000.00.

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

The City Manager has the authority for change orders.

## ARTICLE IV CONTRACT PAYMENTS

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

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

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

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

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

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

#### ARTICLE V INSURANCE REQUIREMENTS

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

#### ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

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



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

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

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

#### ARTICLE VII RESPONSIBILITIES

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

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

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

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

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

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

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

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

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 28) if the project is over \$75,000. The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

#### ARTICLE VIII CANCELLATION AND/OR TERMINATION OF AGREEMENT

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

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

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

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

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

#### ARTICLE IX ARBITRATION

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

#### ARTICLE X WARRANTY

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

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

#### ARTICLE XI REQUIRED SAFETY TRAINING

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

ARTICLE XII  
NOTICE OF PENALTIES FOR FAILURE  
TO PROVIDE SAFETY TRAINING

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

ARTICLE XIII  
AFFIDAVIT of WORK AUTHORIZATION

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

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

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

ARTICLE XIV  
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Buyer agrees that it has not relied upon any representations of the Contractor as to the 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)

**PlayPower LT Farmington, Inc.**

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

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

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

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

**Hawk's Nest All-Inclusive Playground**

**ANTICIPATED SCOPE OF SERVICES:**

The City of Raymore, Missouri is soliciting Requests for Proposals from qualified firms for the design, material supply, construction and installation of a Universally Accessible Playground to be located at 601 Johnston Pkwy in Hawk Ridge Park.

Hawk Ridge Park is 79 acres of rolling hills with a fishing lake, ADA fishing dock and jetty, accessible amphitheater for musical performances, paved walking trail around the lake, shelter house with family restrooms and additional restrooms on the south side of the park. These amenities that are accessible to people of all abilities, make the park Missouri's first *inclusive* park.

The Parks and Recreation Board along with support from the City Council made the commitment to develop the entire park into a fully ADA accessible and all inclusive park for people of all abilities. Our design for an all-inclusive playground, the Hawk's Nest, would achieve the goal of the Council and Park Board as well as make Hawk Ridge Park a destination park regionally for people of all ages for outdoor recreation, community events and passive recreation.

Funding for the Hawk's Nest has been predominantly a fundraising effort with additional support from grants and donations. This project is a recipient of the 2020 Land and Water Conservation Fund grant. Federal dollars are being used in this project and the contractor must work with the City to comply with all federal regulations. The Park Board is very interested in producing the best possible playground that does not exceed budget constraints and can be constructed within deadline dates given to contractors.

The firm should show past experience designing a facility and exploring all possible types of construction materials that coordinate with Hawk Ridge Park as a whole and work closely with City Staff for final design and completion.

General planning goals and specific design requirements associated with this project are listed as follows:

**PLAYGROUND DESIGN REQUIREMENTS**

1. The Universally Accessible Playground is to be 9200 square feet, not including the 5.5' sidewalk and 4 foot coated fence surrounding the play

area. The entire project must meet a minimum of ADA standards. Other requirements shown below:

- a. Playground area map attached
  - b. The Universally Accessible Playground requires the following pieces of equipment: Slide, Swings and climbing structure as well as other supporting pieces
  - c. Nature Theme
  - d. Playground to meet 2-5 and 5-12 ASTM requirements
  - e. Unitary rubber surfacing to be used, either poured in place or tiles
  - f. All surfacing should meet required CFH, critical fall heights, per the equipment provided and must meet all ASTM standards for playground safety surfacing
  - g. Safety surfacing must be onsite tested with the client to ensure it meets the standards listed above and will be tested at the end of year three and at the end of year 5.
  - h. Warranty must ensure that CFH and ASTM Standards are included with the warranty for the 5 years.
  - i. Minimum 5" post for main post and deck structure.
  - j. Highest quality gauge of steel required. Minimum of 13 gauge for posts and 11 gauge for decks.
  - k. Decks must be PVC coated and meet ASTM standards.
  - l. As built specifications and drawings required
2. The City reserves the right to work with the selected Firm to revise the design for the playground equipment.
  3. Firm must have previous experience designing, supplying, constructing and installing a Universally Accessible Playground Project.

#### BUDGET FOR PROJECT

Budget for the entire project, including design, soils issues, testing/inspections, grading, construction, purchase & shipping of any materials, elements/equipment is estimated at \$950,000 or within two percent of the overall budget.

#### CONSTRUCTION SCHEDULE AND COMPLETION DATES

The successful firm will be responsible for the schedule, coordination, and inspections of the project working with the Director of Parks & Recreation. Completion Date shall be negotiated between the contractor and the City prior to contract approval.



- January: Notice of Award is projected to be late January, 2022.
- February: Park Board Review and Contract Recommendation
- March: City Council Approval (1st and 2nd Read)  
Notice to Proceed
- April: Construction
- Project Completion - To be determined

Working directly with participating entities/stakeholders, the successful firm will need to proceed expeditiously and successfully through the following phases associated with development of the Hawk's Nest All-Inclusive Playground to meet the desired date of completion:

1. Design Development Phase
2. Approval Process (Park Board, City Council)
3. Construction

1. SPECIFICATIONS WHICH APPLY

This project is a recipient of the 2020 Land and Water Conservation Fund and is funded through federal dollars. The following items must be included in your proposal:

- **Certification of Non-Segregated Facilities**, found in Appendix C.
- **Equal Opportunity Compliance**, found in Appendix C.
- **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion over \$25,000**, found in Appendix C.
- **E-Verify** (Affirmation of Enrollment and Participation in a Federal Work Authorization Program), found in section Z of Appendix B

2. Project is tax exempt.

**CITY OF RAYMORE, MISSOURI**  
**RFP # 22-394-701**

**Appendix B**  
**General Terms and Conditions**

A. *Procedures*

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

B. *Contract Period*

Award of this contract is anticipated prior to the end of March, 2022.

C. *Insurance*

The Bidder/Contractor shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Raymore by the Bidder/Contractor, its agents, representatives, employees or subcontractors. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). All coverage for the City shall be written on a primary basis, without contribution from the City's coverage. A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. All policies shall be issued on an occurrence form.

1. General Liability

Commercial General Liability including Product/Completed Operations. The completed operations coverage is to remain in force for three years following the project completion.

Minimum Limits - General Liability:

- \$1,000,000 Each Occurrence Limit
- \$ 100,000 Damage to Rented Premises
- \$ 5,000 Medical Expense Limit
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 General Aggregate Limit
- \$1,000,000 Products & Completed Operations

2. Excess/Umbrella Liability

\$5,000,000 Each Occurrence

\$5,000,000 Aggregate

3. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Bidder/Contractor, its agents, representatives, employees or subcontractors.

Minimum Limits - Automobile Liability:

\$1,000,000 Combined Single Limit

\$5,000 Medical Expense Limit

4. Workers' Compensation

Limit as required by the Workers' Compensation Act of Missouri, Employers Liability, \$1,000,000 from a single carrier.

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

The City of Raymore is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax exempt status will be furnished on request, and therefore the City shall not be charged taxes for materials or labor.

F. *Employment Discrimination by Contractors Prohibited/Wages/ Information*

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

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

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 26 for Cass County, Missouri, USA.

G. *Invoicing and Payment*

The Contractor shall submit invoices, in duplicate, for services outlined above in the scope of services. Certified payroll shall be submitted with each pay request or invoice.

Invoices shall be based on the following schedule:

At completion of work – 95% of the contract amount with 5% held for retainage – the 5% retainage will be held until acceptance of the project by the Raymore City council, at which time final payment will be made. Payment will be based on actual services rendered and actual costs. All such invoices will be paid within thirty (30) days by the City of Raymore unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Bidder/Contractor shall provide complete cooperation during any such investigation.

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

City decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Finance Director, or her designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Safety Training*

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

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

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 28). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

Not less than the prevailing wage included must be paid to all workers performing work under the contract (section 290.250, RSMo).

The Contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the Contractor or by any Subcontractor (section 290.250, RSMo).

Q. *Permits/Certificates*

Contractor shall be responsible for obtaining all permits/certificates, and for incurring all expenses associated with those items, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Occupational License" required of all contractors doing business within the City limits of Raymore. This permit can be obtained from the office of the City Clerk, 100 Municipal Circle, Raymore, Missouri, 64083.

Certificate copies must be submitted with the RFP, if the project utilizes any of the contractors listed herein; Class A & B Contractors, Electricians, Plumbers and Mechanical Contractors.

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who held a 2012 Raymore Occupational License, must provide proof of at least eight (8) continuing education credits (CEU) related to the trade for which the license was issued within the last year.

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who did not hold a 2012 Raymore Occupational License, must provide a certificate of competency with a passing grade (70% or higher) from a nationally recognized testing institution; OR possess a Contractor's License from a reciprocating city; OR provide proof of a Bachelor's degree in Structural Engineering, Architecture or Construction Science.

R. *Mobilization, Bonds and Insurance*

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

Payment shall be made on the following schedule:

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

S. *Bid Bond*

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

T. *Performance Bond*

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

Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

*U. Payment Bond*

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

*V. Maintenance Bond*

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

*W. Rejection of Bids*

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



*X. Release of Information*

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

*Y. American Products*

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

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

*Z. Affidavit of Work Authorization and Documentation*

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

- \* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- \* providing documentation affirming the bidder's enrollment and

participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

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

**PROPOSAL FORM A**  
RFP 22-394-701

**PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS**

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

FIRM NAME: PlayPower LT Farmington, Inc.

ADDRESS: 878 E. US HWY 60  
Street

ADDRESS: Monett, MO 65708  
City State Zip

PHONE: 800-325-8828

E-MAIL: jeffery.prangler@playpower.com

DATE: 06/10/2022  
(Month-Day-Year)

  
Signature of Officer/Title

DATE: \_\_\_\_\_  
(Month-Day-Year)

\_\_\_\_\_  
Signature of Officer/Title

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

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

**PROPOSAL FORM B**

RFP 22-394-701

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

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

**PROPOSAL FORM C**  
RFP 22-394-701

**EXPERIENCE / REFERENCES**

To be eligible to respond to this RFP, every bidder must be in business for a minimum of one (1) year 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, not including the City of Raymore.

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

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

<b>COMPANY NAME</b>	Wyandotte County Parks and Recreation
<b>ADDRESS</b>	5033 State Ave, Kansas City, KS 66102
<b>CONTACT PERSON</b>	Angel Obert
<b>CONTACT EMAIL</b>	aobert@wycokck.org
<b>TELEPHONE NUMBER</b>	(913) 573-8354
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	\$438,000 / 2020 Completion

<b>COMPANY NAME</b>	City of Wentzville
<b>ADDRESS</b>	968 Meyer Rd, Wentzville, MO 63385
<b>CONTACT PERSON</b>	Mike Lueck
<b>CONTACT EMAIL</b>	mike.lueck@wentzvillemo.org
<b>TELEPHONE NUMBER</b>	1 (636) 639-2080
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	\$1,100,000 / 2019 Completion

<b>COMPANY NAME</b>	Kansas City Parks and Rec (Unlimited Play Contract)
<b>ADDRESS</b>	4600 E 63rd St, Kansas City, MO 64130
<b>CONTACT PERSON</b>	Richard Allan
<b>CONTACT EMAIL</b>	Richard.Allen@kcmo.org
<b>TELEPHONE NUMBER</b>	(816) 513-7500
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	\$420,000 (includes In-kind) / 2019 Completion

<b>COMPANY NAME</b>	Lisle Park District
<b>ADDRESS</b>	1925 Ohio St, Lisle, IL 60532
<b>CONTACT PERSON</b>	Dan Garvey
<b>CONTACT EMAIL</b>	dgarvey@lisleparkdistrict.org
<b>TELEPHONE NUMBER</b>	(630) 964-3410
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	\$575,000 / 2020 Completion

<b>COMPANY NAME</b>	City of Florissant
<b>ADDRESS</b>	955 Rue St. Francois, Florissant, MO 63031
<b>CONTACT PERSON</b>	Cheryl Thompson
<b>CONTACT EMAIL</b>	cthompson@florissantmo.com
<b>TELEPHONE NUMBER</b>	314-839-7670
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	\$785,000.00 / Completion January 2022

State the number of Years in Business: 42

State the current number of personnel on staff: 350



**PROPOSAL FORM D**

RFP 22-394-701

Proposal of PlayPower LT Farmington, Inc., organized and  
(Company Name)  
existing under the laws of the State of Missouri, doing business  
as a corporation (\*)

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 22-394-701- Hawk's Nest All Inclusive Playground.

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

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

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

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

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

**BID PROPOSAL FORM E – Project No. 22-394-701**

**Hawk’s Nest All Inclusive Playground**

**Firm to include their itemized fee schedule with unit and estimated quantities to include but not limited to**

- **Demolition / Site Preparation** lump sum cost
- **Concrete Surfacing & installation** per square foot
- **Play Surfacing & installation** per square foot
- **Play equipment (include attached design)** lump sum cost
- **Play equipment installation** lump sum cost

**Base Bid (OPTION 1)**

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance - not to exceed 5%	1	\$30,088.50		\$ 30,088.50
Demolition / Site Prep Walls & Star	1	\$160,302.15	Lump Sum	\$160,302.15
Concrete Surfacing & Installation (Curbs & 6 wide sidewalks)	3404	\$12.41	Sq Ft	\$42,243.64
Play Surfacing & installation (PNP)	8020	\$18.68	Sq Ft	\$149,774.18
Play equipment / Site Amenities Design	1	\$410,329.55	Lump Sum	\$410,329.55
Play equipment / site amenities Installation	1	\$95,834.60	Lump Sum	\$95,834.60
General Construction (Includes removal & disposal of waste materials/spoils)	1	6,006.00	Lump Sum	\$6,006.00
Site Repair (seed & straw disturbed areas)	1	\$6,007.50	Lump Sum	\$ 6,007.50
Fence (4' Commercial AL)	912 ft	\$38.26	Linear Ft.	\$34,891.58
Fence Installation	1	\$14,522.30	Lump Sum	\$14,522.30
<b>TOTAL BASE BID</b>				<b>\$ 950,000.00</b>

**Company Name** PlayPower LT Farmington, Inc.

**Total Base Bid for Project Number: 22-394-701**

\$ 950,000.00

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

( \$ Nine Hundred and Fifty Thousand Dollars )

**In the blank above write out the sum of the bid.**

**BID PROPOSAL FORM E – Project No. 22-394-701**

**Hawk’s Nest All Inclusive Playground**

**Firm to include their itemized fee schedule with unit and estimated quantities to include but not limited to**

- **Demolition / Site Preparation** lump sum cost
- **Concrete Surfacing & installation** per square foot
- **Play Surfacing & installation** per square foot
- **Play equipment (include attached design)** lump sum cost
- **Play equipment installation** lump sum cost

**Base Bid (OPTION 2)**

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance - not to exceed 5%	1	\$24,695.08	50	\$ 24,695.08
Demolition / Site Prep Walls & Star	1	\$137,175.00	Lump Sum	\$137,175.00
Concrete Surfacing & installation (SLAB & 6 wide sidewalks)	10041	\$10.92	Sq Ft	\$ 109,680.00
Play Surfacing & installation (Tile)	7875	\$15.82	Sq Ft	\$124,570.01
Play equipment / Site Amenities Design	1	\$404,029.60	Lump Sum	\$404,029.60
Play equipment / site amenities installation	1	\$97,697.86	Lump Sum	\$97,697.86
General Construction (includes removal & disposal of waste materials/spolls)	1	6,006.00	Lump Sum	\$6,006.00
Site Repair (seed & straw disturbed areas)	1	\$6,007.50	Lump Sum	\$6,007.50
Fence (4' Commercial AL)	744 ft	\$37.36	Linear Ft.	\$27,794.35
Fence Installation	1	\$12,344.66	Lump Sum	\$12,344.60
<b>TOTAL BASE BID</b>				<b>\$950,000.00</b>

**Company Name** PlayPower LT Farmington, Inc.

**Total Base Bid for Project Number: 22-394-701**

\$ 950,000.00

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

( \$ Nine Hundred and Fifty Thousand Dollars )

**In the blank above write out the sum of the bid.**

**BID PROPOSAL FORM E – Project No. 22-394-701  
CONTINUED**

**Company Name** PlayPower LT Farmington, Inc.

**By**   
Authorized Person's Signature

Jeffery Prangler, Customer Services Manager  
Print or type name and title of signer

**ADDENDA**

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 (one)

Addendum No.     

Addendum No.     

Addendum No.     

Addendum No.     

Addendum No.     

**Company Address** \_\_\_\_\_

878 E. US HWY 60

Monett, MO 65708

**Phone** 800-325-8828

**Fax** 417-354-2273

**Email** jeffery.prangler@playpower.com

**Date** 01/10/2022

**LATE BIDS CANNOT BE ACCEPTED!**



## Project Scope

### Option 1

- Site excavation for design requirements and to allow TWO entry points for the main Inclusive play structure
- Form and pour walls (Stamped Block Pattern) Approx. 260 lin ft, 6' wide sidewalks w/thickened edges, Approx. 319 lin ft, and 1290 sq ft flat concrete work.
- Supply of Play equipment and site furnishings to include:
  - Nature inspired Little Tikes Commercial equipment as shown in design
  - Dish Swing
  - Musical Instrument package (See attached for option 1)
  - 3 x 6' Bench w/back
- Installation of all Play equipment and site furnishings by certified and approved installer
- Installation of compacted subbase per manufacturers specifications for Poured Rubber Surface
- Installation of 8020 sq. ft Poured Rubber Surface for all play equipment (50% std color/50% Black)
- Supply and Installation of approximately 912 linear ft Black Aluminum, Commercial Grade fence and a Railing for the proposed stairs. Outside Perimeter will be fully fenced with two openings for access
- Site clean up and removal of all packaging and materials
- Hydro seed for areas around play area that were disturbed (Long term watering to be by city)

### Option 2

- Site excavation for design requirements and to allow TWO entry points for the main Inclusive play structure
- Form and pour walls (Stamped Block Pattern) Approx. 233 lin ft, 6' wide sidewalks w/thickened edges, Approx. 378 lin ft, and 125 sq ft flat concrete work.
- Supply of Play equipment and site furnishings to include:
  - Nature inspired Little Tikes Commercial equipment as shown in design
  - Dish Swing
  - Musical Instruments (including 2 Addition Flower Instruments) package (See attached for option 2)
  - 3 x 6' Bench w/back
- Installation of all Play equipment and site furnishings by certified and approved installer
- Installation of Concrete Slab (7875 sq ft) manufacturers specifications for SofSurfaces Plus Series safety Tile
- Installation of 7875 sq. ft SofSurfaces Plus Series Safety Tile @ 4.25" thick
- Supply and Installation of approximately 744 linear ft Black Aluminum, Commercial Grade fence and a Railing for the proposed stairs. Outside Perimeter will be fully fenced with two openings for access
- Site clean up and removal of all packaging and materials
- Hydro seed for areas around play area that were disturbed (Long term watering to be by city)

**CITY OF RAYMORE**

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



**ADDENDUM NO. 1**

Hawks Nest  
Project #22-394-701

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

**Addendum No. 1 - Question and clarification.**

**1. Question:** Does the City have a preferred Playground Equipment Manufacturer/Supplier, ie ABCreative, etc.?

Response: We do not have a preferred supplier, all companies are welcome and must meet national standards.

**2. Question:** We noticed a conceptual design on the City's web site for the playground on the donation page. Is this the concept you want to pursue or are you interested in other concepts or designs?

Response: The concept was used for fundraising purposes; bidders are free to design however they wish within the specifications listed in the scope.

**3. Question:** Question on the landscaping within the playground. Is this something that was the City of Raymore's idea? Mixed surfacing (Poured In Place and Wood Mulch) is a good combo when budget is extremely tight, but for a truly inclusive playground it's best to do all unitary surfacing. It's also going to be a much easier area to maintain if you don't have loose fill surfacing getting kicked/moved/blown all over your solid rubber surfacing.

Response: Bidder's choice on the surfacing. mixed or all one product doesn't necessarily matter to us.

**4. Question:** On the surfacing, are you requiring a concrete slab under the PIP or tiles? This is highly recommended, we don't install any rubber over compacted gravel because it will eventually fail.

Response: Concrete slab under the surface isn't a requirement at this time.

**5. Question:** Are you able to look at some design ideas and give your opinion? Athco/Landscape Structures has so much to offer for an inclusive playground, but we never like to guess at what a customer wants. I know there will be some "design-build" talks after the bid, but if we can show you and the group an awesome design on bid day, that would increase our chances of getting to work with you on this project. Attached are just a couple recent nature designs that are inclusive, but show how different of a design we can put together for a bid.

Response: With an open RFP, I'm not reviewing designs from any vendors.

**6. Question:** Is Builder's Risk Insurance required?

Response: No.

**7. Question:** Who is responsible for the sidewalk and fence?

Response: Project is turn key

**8. Question:** Are shade structures metal or fabric?

Response: We did not specify which at this time.

**9. Site plan overview is attached.**

**Comment:** Acceptance of the LWCF (federal dollars) this past year opened the project up to all vendors. We did work with Unlimited Play for fundraising for a few years and I'm sure it's still on their website, however, this grant does not allow for preferred vendors. We put out a fairly generic RFP so designers could hit the basics and then our Park Board can review the proposals.

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 14, 2022 at 5 p.m.

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

Company Name: PlayPower LT Farmington, Inc.

By: Jeff Prangler

Title: Customer Services Manager

Address: 878 E. HWY 60

City, State, Zip: Monett, MO. 65708

Date: 01/10/2022 Phone: 417-354-2281

Signature of Bidder: Jeff Prangler Digitally signed by Jeff Prangler  
Date: 2022.01.10 13:54:46 -06'00'

**ADDENDUM MUST BE SUBMITTED WITH BID**

**E - VERIFY AFFIDAVIT**

(As required by Section 285.530,RSMo)

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

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

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

**KNOWINGLY:** A person acts knowingly or with knowledge,  
(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or  
(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

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

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

Name/Contractor: PlayPower LT Farmington, Inc.

Company: PlayPower LT Farmington, Inc.

Address: 878 E. US HWY 60 MONETT, MO 65708

- 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 # 22-394-701.
- 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.

PlayPower LT Farmington, Inc.

Company Name

Jeff Prang

Signature

Name: Jeffery Prangler

Title: Customer Services Manager



AUDREY A. GILLIAM  
My Commission Expires  
June 8, 2022  
Lawrence County  
Commission #14982523

STATE OF Missouri COUNTY OF Lawrence

Subscribed and sworn to before me this 10<sup>th</sup> day of Jan, 2022.

Notary Public: Audrey A. Gilliam

My Commission Expires: June 8, 2022 Commission # 14982523

**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.



5988 Mid Rivers Mall Dr  
Suite 220  
St. Peters, Mo 63304

[www.unlimitedplay.org](http://www.unlimitedplay.org)

To: City of Raymore

Re: Proposal for Inclusive Playground submitted to City of Raymore by PlayPower LT Farmington, Inc.

On behalf of Unlimited Play, I am pleased to submit this letter in full support of the proposal for a Universally Accessible Playground (Option 1 or Option 2) submitted to the City of Raymore by PlayPower LT Farmington, Inc.

Unlimited Play is a nonprofit organization focused on developing universally accessible playgrounds to promote health and wellness and change communities by providing freedom of play for ALL children.

Unlimited Play's Purposeful Design Standards have been developed after 15 years of working with communities, families, doctors, and therapists to determine the best inclusive playground standards.

This letter certifies both HAWKS NEST PLAYGROUND designs meet our PLATINUM Purposeful Design Principles!

Design with Imagination  
Encourage Social Inclusion  
Provide Active Motion

Make it Fun  
Give Independence  
Create Graduated Complexity

If this proposal (Option 1 or Option 2) is selected by the City of Raymore, Unlimited Play will provide \$200,000 of financial support toward the project.

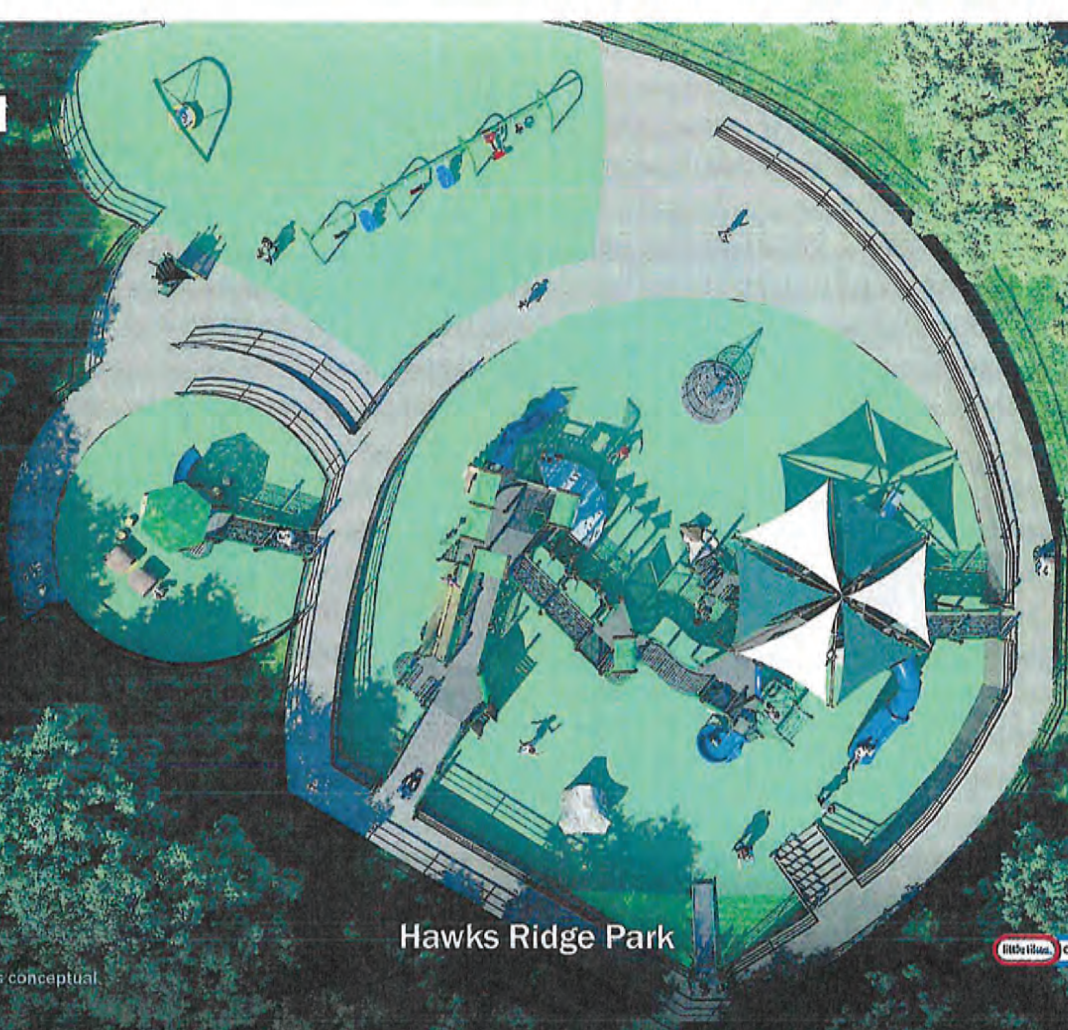
Sincerely,

*Natalie Mackay*

Natalie Mackay  
Executive Director  
Unlimited Play  
636-544-4391



# Option 1



Hawks Ridge Park

Little Tikes COMMERCIAL

CUSTOM  
DESIGN  
STUDIO

Custom products are shown as conceptual.



Hawks Ridge Park

Little Tikes COMMERCIAL

CUSTOM  
DESIGN  
STUDIO

Custom products are shown as conceptual.

# Option 1



Hawks Ridge Park

Little Trees COMMERCIAL  
CUSTOM DESIGN STUDIO

Custom products are shown as conceptual.



Hawks Ridge Park

Little Trees COMMERCIAL  
CUSTOM DESIGN STUDIO

Custom products are shown as conceptual.

Option 1



Hawks Ridge Park



Custom products are shown as conceptual.

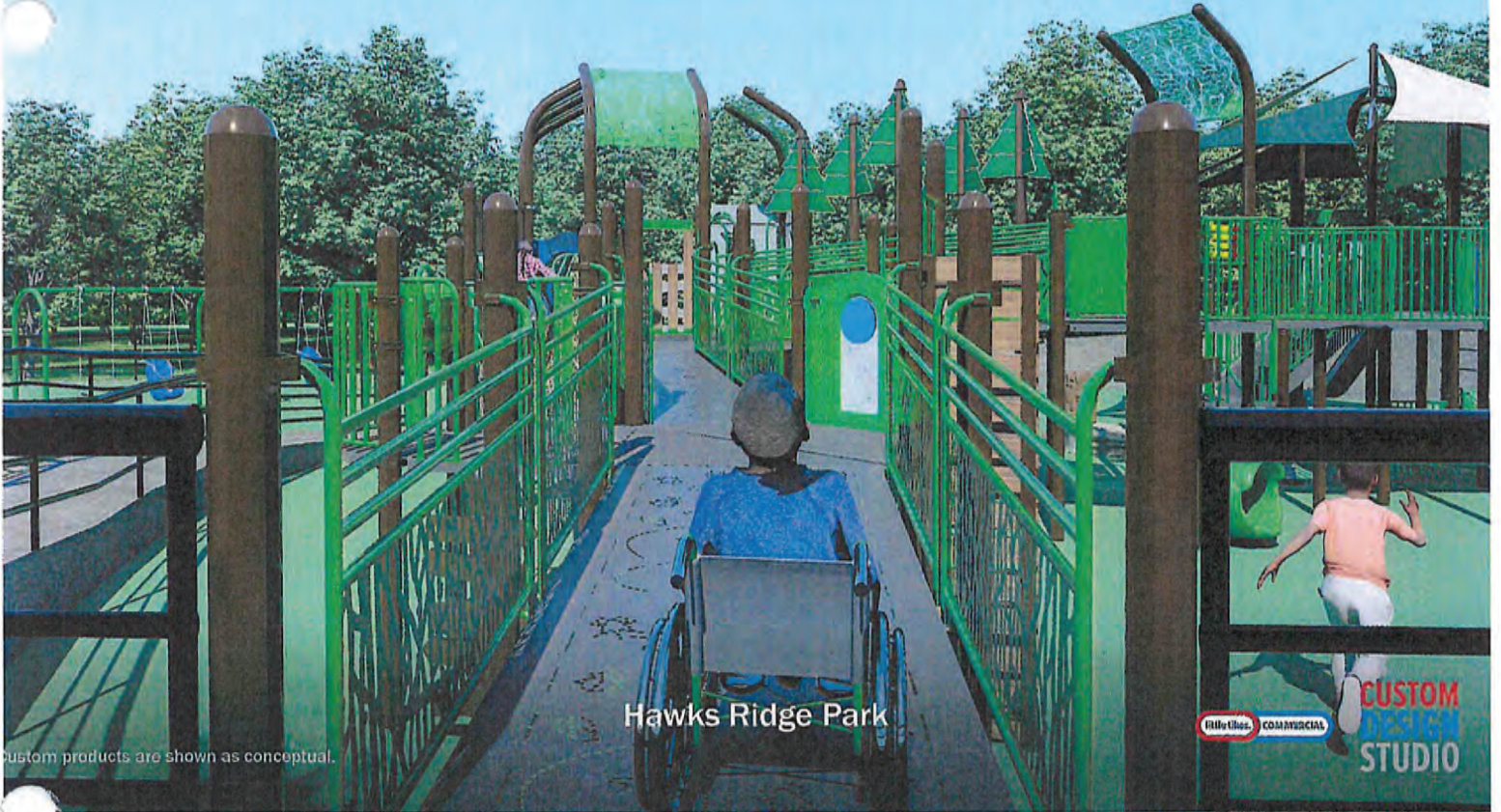


Hawks Ridge Park



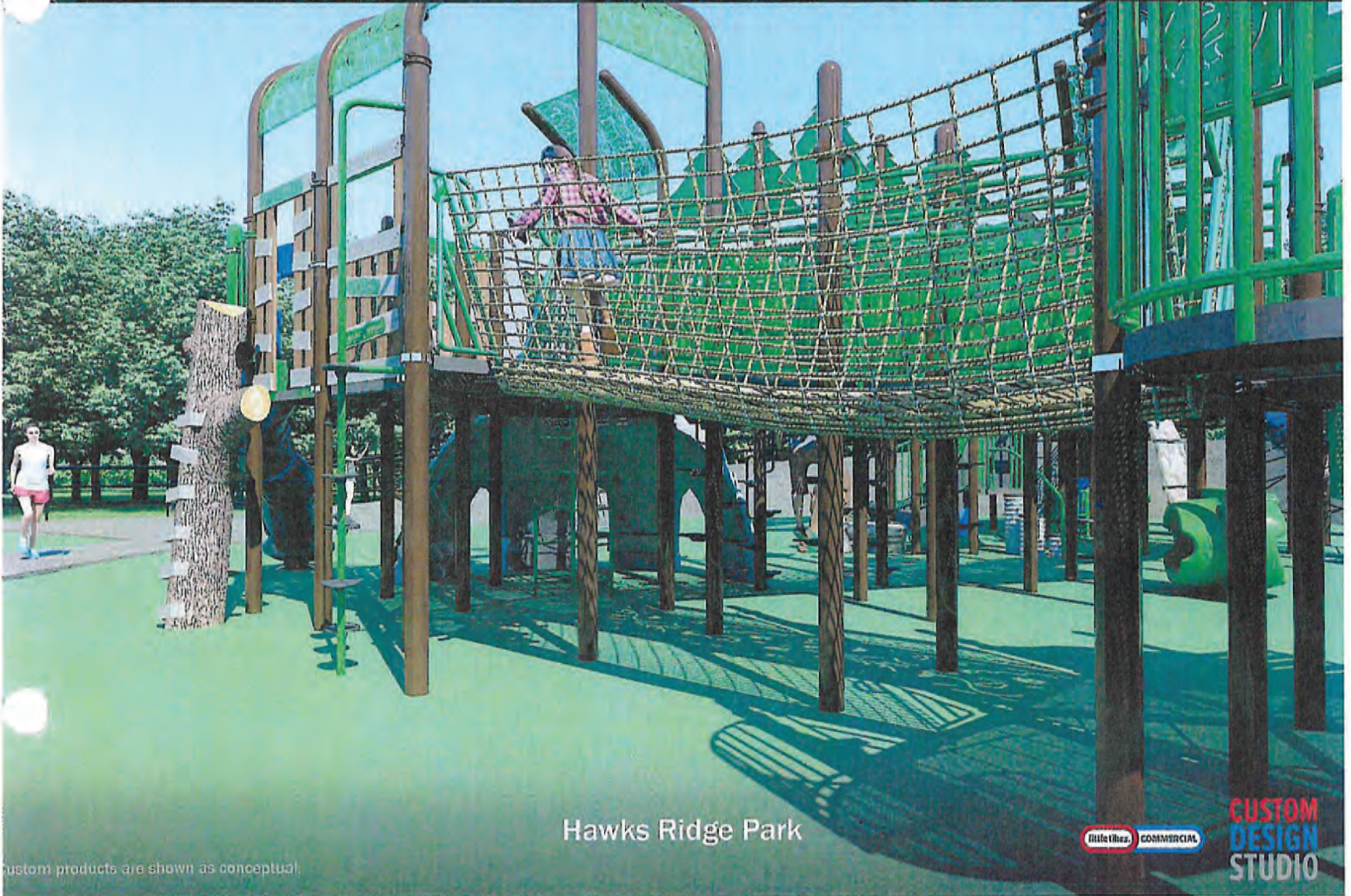
Custom products are shown as conceptual.

# Option 1



Hawks Ridge Park

Custom products are shown as conceptual.

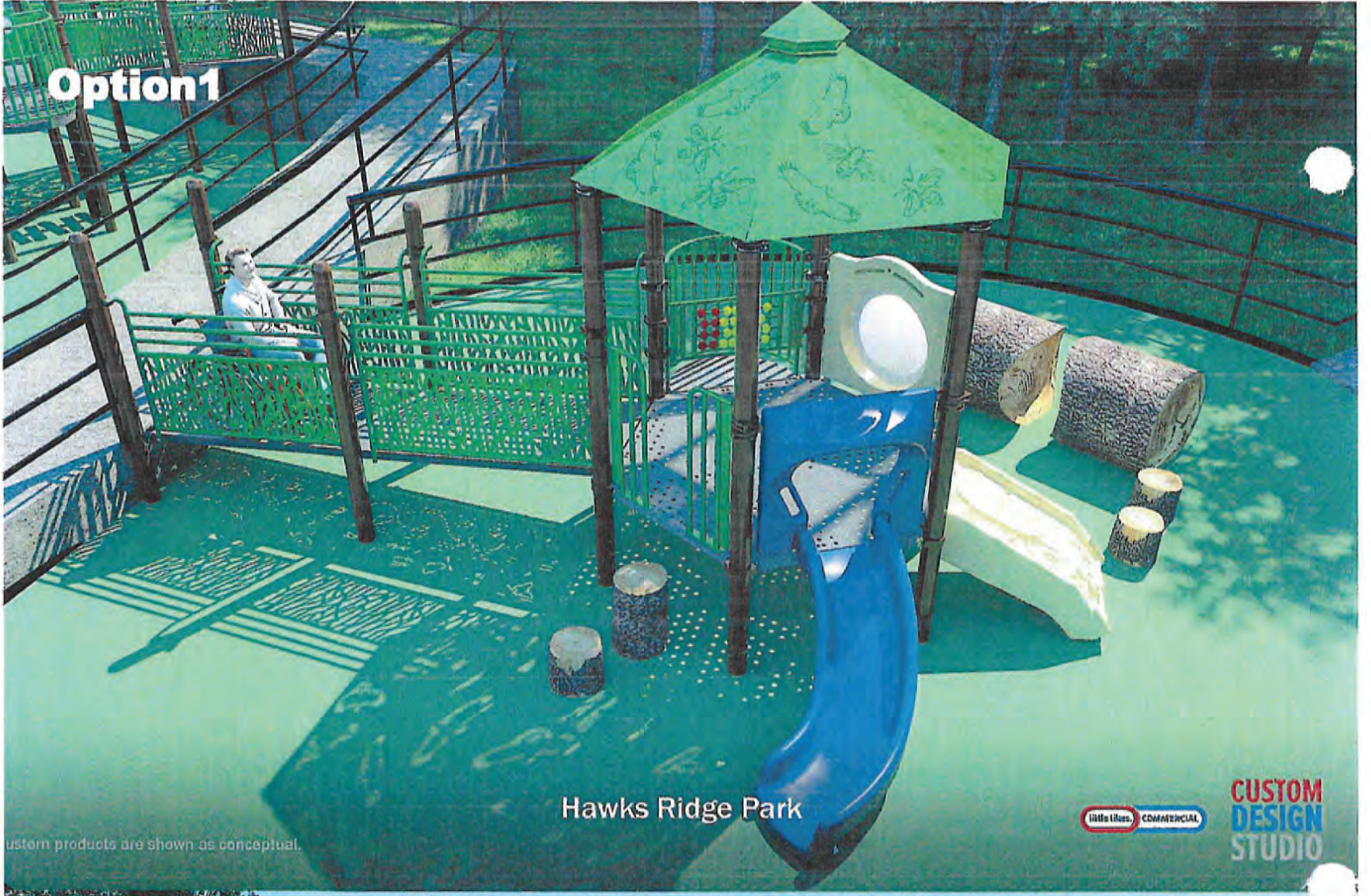


Hawks Ridge Park

Custom products are shown as conceptual.



# Option 1



Hawks Ridge Park

little tikes COMMERCIAL

CUSTOM  
DESIGN  
STUDIO

Custom products are shown as conceptual.



Hawks Ridge Park

little tikes COMMERCIAL

CUSTOM  
DESIGN  
STUDIO

Custom products are shown as conceptual.

# Option 1



Hawks Ridge Park



Custom products are shown as conceptual.



Hawks Ridge Park



Custom products are shown as conceptual.







Option 1: Musical Instruments

- Rainbow Cavatina
- Mirror Chimes (Wall Mount)
- Large Babel Drum
- Flowers (Bunch)
- Pentomic Symphony W/SS Legs



## BID TABULATION

City of Raymore, Missouri

---

Project: Hawk's Nest All Inclusive Playground  
Project Number: 22-394-701

Bidder	Base Bid	In-Kind services / Donations	Total
PlayPower LT Farmington Inc.	\$950,000.00	\$200,000.00	<b>\$750,000.00</b>
Park Planet	\$905,000.00		\$905,000.00
Athco	\$949,880.00		\$949,880.00
ABCreative	\$950,000.00		\$950,000.00
Happy Playgrounds	\$950,000.00		\$950,000.00



**CITY OF RAYMORE  
AGENDA ITEM INFORMATION FORM**

DATE: February 14, 2022

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

- Ordinance       Resolution       Presentation       Public Hearing  
 Agreement       Discussion       Other

**TITLE / ISSUE / REQUEST**

Bill 3691 - Hawks Nest Playground - Budget Amendment

**STRATEGIC PLAN GOAL/STRATEGY**

Goal 1.3.2: Develop programs & amenities that meet the needs of the community.

**FINANCIAL IMPACT**

Award To:

Amount of Request/Contract: \$102,618

Amount Budgeted:

Funding Source/Account#: Fund 25 / 25-25-9847-0000

**PROJECT TIMELINE**

Estimated Start Date

Estimated End Date

**STAFF RECOMMENDATION**

Approval of Budget Amendment

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission: Parks and Recreation Board

Date: February 8, 2022

Action/Vote:

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Bill 3691  
Park Fund 25 Summary

REVIEWED BY:

[Empty box for signature]

## BACKGROUND / JUSTIFICATION

The Land Water Conservation Fund grant awarded in 2020 for the Hawk's Nest All Inclusive Playground was delayed for bidding until September of 2021 when the project awards were announced. This delay was due to the pandemic. As a result of the delay, many projects are now over budget. The Hawk's Nest All Inclusive Playground recently opened five proposals in which all five exceeded the expected budget.

The LWCF grant offered project sponsors the opportunity to apply for additional funding to help with the overages in the original budgets. Staff has applied for this additional funding in the maximum amount for our project of \$50,260.00. Announcement of the additional funding is expected in June.

Staff is requesting a budget amendment in the amount to fully fund the project and proceed with construction. If awarded the additional funding from LWCF, we do not expect to use the full amended amount.

Current Hawk's Nest budget and funding sources:

Raymore P&R Board	FY21-Capital Funds	\$150,000
Raymore City Council	FY21-Capital Funds	\$100,000
LWCF	2020 Grant Cycle	\$250,000
Fundraising / Donations**		\$347,382
	**Raymore Community Foundation	(\$147,382)
	**Unlimited Play/Sunderland Foundation	(\$200,000)
	Total:	\$847,382

Contract Amount:	\$950,000
Funded:	-\$847,382
Remaining balance:	\$102,618

Staff requests approval of the budget amendment.

**BILL 3691**

**ORDINANCE**

**“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO PARK FUND 25 FOR THE HAWK’S NEST ALL INCLUSIVE PLAYGROUND.”**

**WHEREAS**, the Hawk’s Nest All-inclusive Playground is currently under funded, and;

**WHEREAS**, an additional \$102,618 is needed to fully fund the project, and:

**WHEREAS**, a budget amendment to Park Fund 25 is necessary to provide the funding for the construction of the Hawk’s Nest All-Inclusive Playground at Hawk Ridge Park.

**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 2022 Budget to reflect the following:

<b>Fund</b>	<b>Budgeted</b>	<b>Amended</b>	<b>Change</b>
Park Fund (25)	\$0	\$102,618	\$102,618

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 14TH DAY OF FEBRUARY, 2022.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF FEBRUARY, 2022, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber

Councilmember Berendzen  
Councilmember Burke III  
Councilmember Circo  
Councilmember Holman  
Councilmember Townsend  
Councilmember Wills-Scherzer

ATTEST:

APPROVE:

\_\_\_\_\_  
Erica Hill, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature

**Parks and Recreation (25)**

	2018-19 Actual	2019-20 Actual	2020-21 Council Adopted	2020-21 Council As Amended	2020-21 Projected	2021-22 Department Requested	2021-22 City Manager Proposed	2021-22 Council Adopted
<b>Fund Balance</b>								
Beginning of Year	461,537	461,351	337,272	431,008	431,008	471,862	471,862	471,862
<b>Revenue Parks</b>								
Property Taxes	403,678	424,420	434,873	434,873	445,579	453,391	453,391	453,391
Miscellaneous Revenues	27,053	11,903	11,500	11,500	26,655	12,679	12,679	12,679
Park Revenues	5,588	4,818	7,350	7,350	10,500	12,275	12,275	12,275
Transfer from General Fund	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Transfer from VERP			56,192	56,192	56,192	-		
Transfer from Parks Sales Tax Fund	350,000	375,000	400,000	400,000	400,000	350,000	350,000	350,000
<b>Revenue Recreation</b>								
Miscellaneous							-	
Programs	255,232	140,320	211,970	211,970	176,938	227,250	227,250	227,250
Facility Rental Revenue	25,304	2,662	32,900	32,900	22,000	51,850	51,850	51,850
Concession Revenue	53,743	19,458	65,000	65,000	40,000	60,000	60,000	60,000
<b>Revenue Centerview</b>								
Facility Rental Revenue	47,390	31,013	62,125	62,125	38,000	63,875	63,875	63,875
Program Revenue	4,095	1,815	6,600	6,600	3,000	9,600	9,600	9,600
<b>Revenue The RAC</b>								
Miscellaneous	174	1,107	2,700	2,700	1,000	1,500	1,500	1,500
Concession Revenue	2,400	800	5,400	5,400	1,200	4,000	4,000	4,000
Facility Rental Revenue	3,968	9,583	9,325	9,325	27,550	24,825	24,825	24,825
Program Revenue	147,000	129,250	179,740	179,740	197,550	197,590	197,590	197,590
<b>Total Revenue</b>	<b>1,425,624</b>	<b>1,252,148</b>	<b>1,585,675</b>	<b>1,585,675</b>	<b>1,546,164</b>	<b>1,568,835</b>	<b>1,568,835</b>	<b>1,568,835</b>
<b>Total Fund Bal &amp; Revenues</b>	<b>1,887,161</b>	<b>1,713,499</b>	<b>1,922,947</b>	<b>2,016,683</b>	<b>1,977,172</b>	<b>2,040,697</b>	<b>2,040,697</b>	<b>2,040,697</b>
<b>Expenditures Parks</b>								
Personnel	479,271	556,989	626,591	627,247	627,247	643,737	643,737	643,737
Commodities	19,670	20,946	21,710	21,710	20,956	25,385	25,385	25,385
Maintenance & Repairs	50,886	48,215	45,750	46,150	46,087	50,400	50,400	50,400
Utilities	40,910	45,993	49,059	49,059	49,059	49,119	49,119	49,119
Contractual	76,481	71,149	73,689	73,689	72,580	76,895	76,895	76,895
Capital Outlay	-	-	3,500	3,500	3,500	4,900	4,900	4,900
Transfers/Miscellaneous	48,366	50,650	62,060	62,060	62,060	41,902	41,902	41,902
<b>Expenditures Recreation</b>								
Personnel	434,739	168,307	179,461	180,117	180,117	187,277	187,277	187,277
Commodities	6,087	1,228	6,050	6,050	6,429	7,450	7,450	7,450
Contractual	186,558	90,074	137,628	137,628	131,152	146,037	146,037	146,037
Capital Outlay			-	-	-	-	-	-
<b>Expenditures Centerview</b>								
Personnel	168	25,064	57,372	57,372	57,372	57,386	57,386	57,386
Commodities	2,038	2,490	2,396	2,396	2,396	2,396	2,396	2,396
Maintenance & Repairs	434	183	2,000	2,000	2,000	2,200	2,200	2,200
Utilities	11,032	10,105	10,668	10,668	10,668	10,668	10,668	10,668
Contractual	10,063	23,067	20,346	20,346	19,746	23,456	23,456	23,456
<b>Expenditures RAC</b>								
Personnel	239	124,195	149,503	149,503	149,503	152,881	152,881	152,881
Commodities	4,794	4,416	6,830	6,830	6,530	7,610	7,610	7,610
Maintenance & Repairs	431	22	1,800	1,800	1,800	2,550	2,550	2,550
Utilities	15,521	12,213	11,640	11,640	11,640	11,640	11,640	11,640
Contractual	38,121	27,185	57,902	57,902	44,469	58,702	58,702	58,702
<b>Total Expenditures</b>	<b>1,425,810</b>	<b>1,282,490</b>	<b>1,525,954</b>	<b>1,527,666</b>	<b>1,505,311</b>	<b>1,562,589</b>	<b>1,562,589</b>	<b>1,562,589</b>
<i>Net Revenue over Expenditures</i>	<i>(186)</i>	<i>(30,343)</i>	<i>59,721</i>	<i>58,009</i>	<i>40,853</i>	<i>6,246</i>	<i>6,246</i>	<i>6,246</i>
<b>Fund Balance (Gross)</b>	<b>461,351</b>	<b>431,008</b>	<b>396,993</b>	<b>489,017</b>	<b>471,862</b>	<b>478,108</b>	<b>478,108</b>	<b>478,108</b>
<i>Less: Reserve Balance</i>	<i>285,162</i>	<i>256,498</i>	<i>305,191</i>	<i>305,533</i>	<i>301,062</i>	<i>312,518</i>	<i>312,518</i>	<i>312,518</i>
<b>Available Fund Balance - End of Year</b>	<b>176,189</b>	<b>174,510</b>	<b>91,803</b>	<b>183,484</b>	<b>170,800</b>	<b>165,590</b>	<b>165,590</b>	<b>165,590</b>





## Raymore Parks and Recreation Board Agenda Item Information Form

Department Division: P&R Administration  
Submitted By: Nathan Musteen  
Date: February 8, 2022

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

Title / Issue / Request:

Centerview Landscaping Contract
---------------------------------

Background / Justification:

Parks and Recreation staff requested proposals for landscaping upgrades at Centerview as part of the 2020 No Tax Increase Bond Issuance. These upgrades were designed to freshen up the landscape, reduce maintenance and repair a safety issue in the east entry.

One responsive and complete bid was received. Staff met with the contractor to discuss the scope of work and received an updated bid proposal to ensure all work would be completed as desired.

Financial Impact: \$47,939.98

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Proposal with updated Bid Proposal Form E

PROPOSAL FORM A  
RFP 22-372-202

**PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS**

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

FIRM NAME: Blue Cedar Landscape

ADDRESS: 17808 E State Route 50 Highway  
Street

ADDRESS: Faxville MO 64003  
City State Zip

PHONE: 816-516-1388 cell

E-MAIL: Wmanda @ blue cedar landscape . com

DATE: 12-15-2021  
(Month-Day-Year)

W Manda U.P.  
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 22-372-202

**CONTRACTOR DISCLOSURES**

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

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

## **Legal Matters**

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

Yes  No If yes, provide details in an attachment.

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

Yes  No If yes, provide details in an attachment.

## **Required Representations**

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

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

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

**PROPOSAL FORM D**

RFP 22-372-202

Proposal of Five Cedar Landscape, organized and  
(Company Name)  
existing under the laws of the State of Missouri, doing business  
as Five Cedar Landscape(\*)

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. 22-372-202 – Centerview Facility Landscaping Improvements.

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

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

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

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

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

**BID PROPOSAL FORM E - Project No. 22-372-202**

**Centerview - Facility Landscape Improvements**

<b>Landscape Beds</b>	<b>Units</b>	<b>Estimated Quantities</b>	<b>\$/Units</b>	<b>Total</b>
Mobilization, Bonds and Insurance - not to exceed 5%	LS	1		\$ 2277 <sup>03</sup>
Remove Existing Mulch	Sq Ft	4728		\$ 4728 <sup>00</sup>
Dwarf Hamlin Grass replacements	2 gal	35	29 <sup>70</sup>	\$ 1039 <sup>50</sup>
Heavenly Bamboo	3 gal	5	56 <sup>80</sup>	\$ 284 <sup>00</sup>
Whitebud	2" Cal	1	445 <sup>50</sup>	\$ 445 <sup>50</sup>
Paperbark Maple	2" Cal	2	613 <sup>00</sup>	\$ 1226 <sup>00</sup>
Trim existing plantings	LS	1	1800 <sup>-</sup>	\$ 1800 <sup>00</sup>
5" tall landscape edging	LF	146	15.14 <sup>-</sup>	\$ 2210 <sup>00</sup>
Weed Barrier Fabric	Sq Ft	4728	.50	\$ 2376 <sup>00</sup>
3" to 4" Ozark River Rock	Tons	73	222.74	\$ 16,260 <sup>00</sup>
<b>TOTAL BID</b>				\$

<b>Aspen Grove &amp; Tree Work</b>	<b>Units</b>	<b>Estimated Quantities</b>	<b>\$/Units</b>	<b>Total</b>
Mobilization, Bonds and Insurance - not to exceed 5%	LS	1		\$ 85 <sup>00</sup>
Trim & Raise Canopy (Aspens)	EA	6 Trees		\$ 1400 <sup>00</sup>
Rootball Stabilization	EA	6 Trees		\$ 500 <sup>00</sup>
¼ inch clean Limestone	Tons	6.5		\$ 450 <sup>45</sup>
Whitebud (remove stump & replace)	2" Cal	1		\$ Included in Pricing Above
Paperbark Maple (remove stump & replace)	2" Cal	2		\$ Included in Pricing Above
Trim & Raise Canopy (Sycamores)	EA	5 Trees		\$ Included in Pricing Above
<b>TOTAL BID</b>				\$

East Entrance	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance - not to exceed 5%	LS	1		\$ 245 <sup>00</sup>
Remove & Reset concrete paver walkway	Sq Ft	78	41.03	\$ 3200 <sup>00</sup>
Install 3" perforated Drainage Pipe, solid pipe & pop-up Emitter	LF	75	36 <sup>30</sup>	\$ 2722 <sup>00</sup>
<b>TOTAL BID</b>				

Irrigation	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance - not to exceed 5%	LS	1		\$ 614 <sup>00</sup>
Install Irrigation Spray Heads to provide full coverage.	LS	1		\$ 4290 <sup>00</sup>
Extend irrigation line as needed	LS	1		\$ Included in above
Replace all sod as needed	LS	1		\$ 1787 <sup>00</sup>
<b>TOTAL BID</b>				\$

Company Name Blue Cedar Landscape

Total Bid (including 4 areas) for Project Number: 22-372-202

\$ 47,939<sup>98</sup>

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

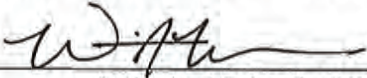
(\$ \_\_\_\_\_ )

In the blank above write out the sum of the bid.



**BID PROPOSAL FORM E – RFP 22-372-202  
CONTINUED**

**Company Name** Blue Cedar Landscape

**By**   
Authorized Person's Signature

Will Manda  
Print or type name and title of signer

**ADDENDA**

Bidder acknowledges receipt of the following addendum:

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

**Company Address** \_\_\_\_\_

17800 E Ste Fawcett 58 Hwy

Raymore, MO 64083

**Phone** 816.388.3343

**Fax** \_\_\_\_\_

**Email** Wmanda@bluecedarlandscape.com

**Date** Dec. 15<sup>th</sup> 2021

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

**LATE BIDS CANNOT BE ACCEPTED!**

**E - VERIFY AFFIDAVIT**

(As required by Section 285.530, RSMo)

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

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

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

**KNOWINGLY:** A person acts knowingly or with knowledge,  
(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or  
(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

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

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

Name/Contractor: Blue Cedar Landscape

Company: \_\_\_\_\_

Address: 17808 E state Route 50 Highway, Raymore, MO

- 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 # 22-372-202.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.