



RAYMORE PARKS AND RECREATION BOARD

AGENDA

Tuesday, April 26, 2022

7:00PM - City Hall

**Council Chambers
100 Municipal Circle
Raymore, Missouri 64083**

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Personal Appearances / Presentation

5. Consent Agenda.

The items on the Consent Agenda are approved by a single action of the Park Board. If any Board Member would like to have an item removed from the Consent Agenda and considered separately, he/she may so request.

A. Park Board Minutes

March 22, 2022

B. Park Board Minutes

April 12, 2022

6. Staff Reports

Recreation/Facilities Superintendent
Parks Superintendent
Parks & Recreation Director

7. Unfinished Business - None

8. New Business

A. Award of Contract, West Hawk Ridge Park Improvements

Action Item

The 2020 No Tax Increase Bond Issue included improvements to the soccer field area on the west side of Hawk Ridge Park. A recommendation to award a contract for that project is before the Board.

B. Budget Amendment, West Hawk Ridge Park Improvements

Action Item

Staff is requesting a budget amendment for the West Hawk Ridge Park Improvements project.

C. Award of Contract, Centerview Detention Area Action Item

The 2020 No Tax Increase Bond Issue included improvements to the stormwater detention area behind Centerview. A recommendation to award a contract for Centerview Detention Area Design is before the Board.

D. Award of Contract, Lake and Pond Management Action Item

Staff has competitively bid the lake and pond management program which includes Johnston Lake at Hawk Ridge Park and Recreation Park Pond. A recommendation to award the contract is before the Board.

A. Festival in the Park - MOU Action Item

Staff will present an updated memorandum of understanding between the Festival in the Park LLC. and the City of Raymore for the 2022 fall event.

9. Public Comment

10. Board Member Comment

11. Adjournment

Items provided under "Miscellaneous" in the Park Board Packet:

- *March 22, 2022 - Work Session Notes*
- *Financial Report - As of March 31, 2022*

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.

THE RAYMORE PARKS AND RECREATION BOARD MET IN REGULAR SESSION TUESDAY, MARCH 22, 2022, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI.

MEMBERS PRESENT: Chairman Trautman; Members Casas, Collier, Manson and Mapes. Members Bartow, Clark, Cooper, and Scott are absent.

STAFF PRESENT: Director Musteen, Park Superintendent Rulo, Recreation and Facility Superintendent Gibbs, and Office Assistant Naab.

1. Call to Order: Chairman Trautman called the meeting to order at 7:01 pm.

2. Roll Call

3. Pledge of Allegiance

4. Personal Appearances

5. Consent Agenda

The items on the Consent Agenda are approved by a single action of the Park Board. If any Board Member would like to have an item removed from the Consent Agenda and considered separately, he/she may so request.

A. Park Board Minutes

February 22, 2022

Motion: Member Manson moved to accept the Park Board minutes of January 25, 2022
Member Casas seconded the motion.

Discussion:

Vote:	5 Aye	Member Bartow	Absent
	0 Nay	Member Casas	Aye
	4 Absent	Member Clark	Absent
		Member Collier	Aye
		Member Cooper	Absent
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Absent
		Member Trautman	Aye

6. Staff Reports

- Recreation/Facilities Superintendent Gibbs highlighted his written report.
- Parks Superintendent Rulo introduced his staff and provided the board a brief description of all the things the maintenance crew is responsible for.
- Director Musteen highlighted his written report.

7. Unfinished Business - None

8. New Business

A. J&M Displays - Budget Amendment

Action Item

Staff presented the 2022 contract extension with J&M Displays. An increase in fees is included in this year's proposal which will require a budget amendment in the amount of \$5350.00.

Motion: Member Manson motioned to approve the budget amendment of \$5350.00 for this years
Member Casas seconded the motion.

Discussion:

Vote:	5 Aye	Member Bartow	Absent
	0 Nay	Member Casas	Aye
	4 Absent	Member Clark	Absent
		Member Collier	Aye
		Member Cooper	Absent
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Absent
		Member Trautman	Aye

B. Skatepark Contract Recommendation Action Item

The 2022 Capital Improvement Plan included a replacement of the current skatepark facility at Recreation park. A recommendation to award a contract for the project was presented to the Board by Director Musteen.

Motion: Member Manson motioned to award the contract to American Ramp for the Skate Park.
Member Mapes seconded the motion.

Discussion:

Vote:	5 Aye	Member Bartow	Absent
	0 Nay	Member Casas	Aye
	4 Absent	Member Clark	Absent
		Member Collier	Aye
		Member Cooper	Absent
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Absent
		Member Trautman	Aye

C. Fertilization of City Facilities - Contract Award Action Item

Staff competitively bid the fertilization program for City facilities which include Municipal Circle complex, Centerview and the RAC. A recommendation to award the contract was presented to the Board.

Motion: Member Manson motioned to award the contract to TruGreen for the city's Fertilization program.
Member Casas seconded the motion.

Discussion:

Vote:	5 Aye	Member Bartow	Absent
	0 Nay	Member Casas	Aye
	4 Absent	Member Clark	Absent
		Member Collier	Aye
		Member Cooper	Absent
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Absent
		Member Trautman	Aye

9. Public Comments

10. Board Member Comment

11. Adjournment

Motion: Member Manson moved to adjourn the regular meeting.
Member Clark seconded the motion.

Discussion: None

Vote:	7 Aye	Member Bartow	Absent
	0 Nay	Member Casas	Aye
	2 Absent	Member Clark	Aye
		Member Collier	Aye
		Member Cooper	Absent
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Aye
		Member Trautman	Aye

The regular meeting of the Raymore Park Board adjourned at 7:31 pm.

Respectfully submitted,

Greta Naab

Office Assistant

THE RAYMORE PARKS AND RECREATION BOARD MET IN A SPECIAL MEETING ON TUESDAY, APRIL 12, 2022, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI.

MEMBERS PRESENT: Chairman Trautman; Members Bartow, Casas, Clark, Collier, Cooper, Manson, Mapes and Scott.

STAFF PRESENT: Director Musteen, Park Superintendent Rulo, and Recreation and Facility Superintendent Gibbs.

1. Call to Order: Chairman Trautman called the meeting to order at 6:00 pm.

2. Roll Call

3. Pledge of Allegiance

5. New Business

A. Screen Printing/Embroidery - Contract Award Action Item

Staff presented a recommendation to award the Screen Printing/Embroidery Contract for city staff uniforms, youth sports uniforms and departmental items to Dunn Right LLC (Liddle’s Sport Shop).

Motion: Member Manson motioned to approve the recommendation
Member Casas seconded the motion.

Discussion:

Vote:	9 Aye	Member Bartow	Aye
	0 Nay	Member Casas	Aye
	0 Absent	Member Clark	Aye
		Member Collier	Aye
		Member Cooper	Aye
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Aye
		Member Trautman	Aye

B. Beverage Vending & Supply Services - Contract Award Action Item

Staff presented a recommendation to award the Beverage Vending & Supply Services for concessions operations and vending machines to Pepsi Beverages Company.

Motion: Member Manson motioned to approve the recommendation
Member Casas seconded the motion.

Discussion:

Vote:	9 Aye	Member Bartow	Aye
	0 Nay	Member Casas	Aye
	0 Absent	Member Clark	Aye
		Member Collier	Aye
		Member Cooper	Aye

Member Manson	Aye
Member Mapes	Aye
Member Scott	Aye
Member Trautman	Aye

10. Board Member Comment

11. Adjournment

Motion: Member Manson motioned to adjourn the meeting.
Member Casas seconded the motion.

Discussion:

Vote:	9 Aye	Member Bartow	Aye
	0 Nay	Member Casas	Aye
	0 Absent	Member Clark	Aye
		Member Collier	Aye
		Member Cooper	Aye
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Aye
		Member Trautman	Aye

The regular meeting of the Raymore Park Board adjourned at 6:08 pm.

Respectfully submitted,

Nathan Musteen
Parks and Recreation Director



STAFF REPORT

To: Park Board
From: Jimmy Gibbs, CPRP/AFO
Recreation & Facilities Superintendent
Date: April 26, 2022
Subject: Recreation & Facilities Report

Administrative Operations

- Staff booked rentals and scheduled part time staff for Centerview, both internal and paid.
- Staff gave Centerview tours and rental quotes to interested parties.

Meetings/Trainings Attended

- Office Assistant **Greta Naab**
 - Park Board Meeting April 26, 2022
- Athletic Coordinator **Todd Brennon**
 - Attended weekly coordinator meetings with Recreation Superintendent Gibbs and Recreation Coordinator Harkins.
 - Held coaches meeting for baseball, softball and tee ball coaches on Tuesday April 12, 2022
 - Baseball, softball and tee ball scheduling meeting set for Wednesday April 27, 2022
- Recreation Coordinator **Corinne Harkins**
 - NRPA YPN monthly meeting
 - MPRA YPN monthly meeting
 - 2022 Farmers Market meeting
 - KCMPG Programmers meeting
- Recreation & Facilities Superintendent **Jimmy Gibbs**
 - Met with Communications Manager **Melissa Harmer** regarding Summer program guide and other department marketing needs. Summer Program Guide to be released early May.
 - Parks and Recreation Director **Musteen**, Assistant City Manager **Ekey**, Recreation Superintendent **Gibbs**, Athletic Coordinator **Brennon**, Public Works Director **Krass** and Development Services Director **Gress** conducted interviews with two design firms for phase II of the Raymore Activity Center expansion.
 - Recreation Superintendent Jimmy **Gibbs** and Marketing Communication Manager **Melissa Harmer** participated in the 2022 Missouri Park and Recreation Association Marketing and Media Workshop held in Jefferson City, Missouri.
 - Centerview and the Raymore Activity Center were voting locations on Tuesday, March 5.
 - Parks and Recreation Director **Musteen**, Park Superintendent **Rulo**, Recreation Superintendent **Gibbs** and City Planner **Eppert** met to review the Future Land Use Plan for the Raymore Community.
 - Reviewed RFP in preparation for publication exclusive screen printing and embroidery services.



- Reviewed and prepared for approval the pyrotechnics agreement for the 2022 Spirit of America celebration.

Recreation Programs

- 50 plus programs running: Bunco, Bingo, Basketball
- Two dance classes running Thursdays at Centerview
- Theater class running thursdays
- Pickleball Workshop 4/21
- Painting Class 4/24
- Bingo 4/13

Rentals/Events/Concessions

- Rentals/Usage

Ball Fields

- Perfect Game rented Recreation Park for a tournament for the weekends of April 8-10 and April 22-24.

- **Centerview**

- 1 Summit Homes Business Meeting
- National Active and Federal Employee Meeting
- Cass County CPR Class
- Garden Club Monthly Meeting
- Arabian Horse Club Meeting
- 2 HOA Meeting
- Tri-County Art League Meeting
- 3 Celebration of Life events
- Polling place for local elections
- Baby Shower
- Private School Spring Party
- State of Missouri conducting interview

City Internal Usage

- Raymore Police Training
- Police Chief Interviews
- Interviews for the RAC Expansion

Program Usage

- Theater Classes
- Bunco
- Dance Classes
- 2 Bridge Club Sessions
- Painting Class

RAC-Paid Rentals

Paid Rental

- Birthday Party

- End of Season Party for the RP Freshman Baseball Team
- Volleyball Practices

Program Use

- Recreation volleyball games are currently taking place Saturdays at the Raymore Activity Center
- Adult Open Play Volleyball scheduled for Monday's at the Raymore Activity Center

Shelters

- 10 Shelter Rentals
 - 2 overnight rentals-American Heritage Girls at Hawk Ridge Park
 - Boy Scout Pack 4315 at Moon Valley Park

- **Special Events**

Events * Held during the Month

- Unicorn Day
- Easter Festival

Upcoming

- Touch a Truck

- **Concessions**

The concession stands at Recreation Park are in the process of being Dewinterized for the spring opener on April 2.

Sports (Adult)

- Spring
 - Adult softball season is underway at Recreation Park.
 - 9 teams registered for the spring season.
 - Games are held on Sundays at Recreation Park.
 - Adult Open play volleyball taking place on Mondays at the Raymore Activity Center.
 - Adult Cornhole League begins Friday April 22 at T.B. Hanna Station
 - 3 teams registered for the current season.
 - First time the league will run since offering the cornhole league as an option.

Sports (Youth)

- Spring
 - Volleyball league is currently mid season with games projected to end on May 14, 2022
 - Youth Soccer league is currently mid season with games projected to end on May 21, 2022
 - Social soccer league games will begin Saturday April 22, 2022
 - Youth Flag Football league is currently mid season with games projected to end on May 21, 2022
 - Youth baseball, softball, tee ball teams began practicing the week of April 18, 2022
 - Games projected to begin the week of May 23, 2022

- 520 players registered for the upcoming season
 - Increase of 49 players from last season.

Sports (Tiny)

- Spring
 - Tiny Soccer will begin on Thursday April 21 and Saturday April 23.
 - 63 children are currently registered for the spring tiny soccer program.
 - All tiny soccer sessions are full.
 - Tiny Tee Ball will begin on Thursday June 2 and Saturday June 4.
 - 63 children currently registered for the spring tiny tee ball program.
 - All tiny tee ball sessions are full.

STAFF REPORT

To: Park Board
From: Steve Rulo
Parks Superintendent
Date: April 26, 2022
Subject: Parks and Maintenance Report

Park Operations

- Routine mowing has started for the season.
- Staff has prepped and worked 2 baseball tournaments.
- Staff have continued to trimmed and cut trees along the trails when not mowing.
- Soccer and Flag Football game fields get mowed and painted for the programs..
- Staff is looking for part-time seasonal help for the summer.
- Staff planted around 20 seedling trees (Swamp White Oaks) at Hawk Ridge Park that the Missouri Department of Conservation gave us.
- Staff has opened all restrooms for the summer.
- Staff mulched the play pods along Eagle Glen.
- Staff prepped and worked the Easter Event.
- Staff tilled the sand volleyball courts at Memorial Park.
- Staff tilled the area at Moon Valley for the sunflowers.
- Staff repaired a broken irrigation line at Centerview.
- Parks Superintendent met with ABCreative to get the turf surfacing at Ward Park fixed.
- Staff hung the new T.V.'s in the concession stands at Recreation Park to be used as menu boards.
- Jacob Wickey is attending the Tree Keepers Course that the Missouri Department of Conservation is hosting.

Monthly Highlights

- Parks & Recreation Director Nathan Musteen and Public Works Director Mike Krass met with McClure Engineering Company to discuss the stormwater area behind Centerview.
- Recreation Superintendent Jimmy Gibbs and Athletic Coordinator Todd Brennon attended the bid opening for screen printing and embroidery services.
- Spring seasons of Youth Flag Football, Soccer and the Baseball/Softball/Teeball began in April. Youth Volleyball continues at the Raymore Activity Center.
- Park Maintenance crews repaired some breaks in the irrigation system at Centerview, painted parking lot lines throughout the park system and prepared athletic fields for weekly games.
- Recreation Coordinator Corinne Harkins passed her certification exam to be a CPRP - Certified Parks and Recreation Professional. The CPRP designation is the national standard for all parks and recreation professionals that shows your commitment to the profession as well as your knowledge and understanding of key concepts within parks and recreation. Congrats, Corinne!
- Park crews lined and painted additional flag football fields at Big Green Turf Complex to accommodate the increased number of registered teams.
- Park Superintendent Rulo met with electrical contractors to address electrical needs at concession stands that will include new video menu boards and new interior and exterior lighting.
- Park Crews began early sprayground preparations by inspecting facilities and features, cleaning mechanical areas and preparing for upcoming de-winterizing of the circulation system.
- Recreation Coordinator Corinne Harkins attended the Kansas City Metro Programmers meeting in Harrisonville.
- The National Junior Honor Society at South Middle School stuffed approximately 2,500 eggs this week in preparation of the [Easter Festival](#) Saturday, April 16, 10 a.m. at Recreation Park.



- The first baseball tournament of the season was April 8 - 10. [Perfect Game™](#) brought over 14 teams to Raymore for this 3-day tournament.
- Parks and Recreation Director Musteen, Assistant City Manager Ekey, Recreation Superintendent Gibbs, Athletic Coordinator Brennon, Public Works Director Krass and Development Services Director Gress conducted interviews with two design firms for phase II of the Raymore Activity Center expansion.
- The annual Raymore [Unicorn Day](#) was April 9th in Memorial Park.
- Athletic Coordinator Brennon hosted a coaches meeting Tuesday, April 12, at the Raymore Activity Center the baseball/softball/teeball teams.
- Recreation Superintendent Jimmy Gibbs and Marketing and Communications Manager Melissa Harmer met to finalize edits to the 2022 Summer Program Guide and discuss other department needs.
- Parks and Recreation Director Musteen, Park Superintendent Rulo, Recreation Superintendent Gibbs and City Planner Eppert met to review the Future Land Use Plan for the Raymore Community.
- Recreation Coordinator Corinne Harkins hosted a Farmers Market vendor meeting for the upcoming market in June. Harkins finalized the official market map and vendor booth space layout.
- Park Maintenance staff began the weekly mowing routine as weather permitted. Staff also repaired the partitions in the baseball/softball restrooms and mulched the play pods along the Eagle Glen Trail.
- Recreation Superintendent Jimmy Gibbs and Marketing Communication Manager Melissa Harmer participated in the 2022 Missouri Park and Recreation Association Marketing and Media Workshop held in Jefferson City.
- The Annual Easter Egg Hunt was Saturday, April 16. Traditionally held at Memorial Park, Parks and Recreation Staff made the decision to move the event to Recreation Park as larger crowds and nice weather welcomed the event back after a canceled event last year due to Covid-19 restrictions. An estimated attendance of 2000 people attended the event as over 15,000 eggs were collected in less than 3 minutes.

Parks & Recreation Board

The Parks and Recreation Board met in a special meeting on Tuesday, April 12 to approve the Beverage and Vending Services contract and the Embroidery/Screen Printing Contract.

Now Hiring Awesome People!

Raymore Parks and Recreation is now hiring for all part-time positions including camp counselors, park maintenance workers, concessions, sports officials and all types of instructors! For more information or to complete an application, check us out online at:

www.raymore.com/joinparks



Facility Use for the Month

Centerview and the Raymore Activity Center were polling locations and closed to the public for open gym and programs Tuesday, April 5.

Centerview

National Active and Retired Federal Employee Meeting
 American Arabian Association Meeting
 Interviews for the RAC Expansion
 Dance Classes
 Painting Class
 Baby Shower
 Bridge x 2
 State Of Missouri Interviews
 Police Chief Interviews

Polling Place for local elections
 Summit Home business meeting
 2 HOA Meetings
 Drama Classes
 3 Celebration of Life events
 Bunco
 Police Training
 Christian School Spring Party
 Cass County CPR Training

Raymore Activity Center

1 Birthday Party
 Volleyball Games
 Volleyball Practice
 Adult Open Play Volleyball
 1 end of season party for RP Freshman Baseball team

Picnic Shelters

8 rentals
 2 Overnight camping events
 American Heritage Girls at Hawk Ridge Park
 Boy Scout Pack 4315 at Moon Valley.

Announcements

Award-winning T.B. Hanna Station is featured in the Spring issue of the [Missouri Park and Recreation Association](#)'s magazine.

Check out page 32:

https://issuu.com/mrapu.../docs/spring_mpra_magazine_2022_e




South Metro Baseball/Softball League - Team Number Comparisons

Divisions	Belton	Grandview	Harrisonville	Pleasant Hill	Raymore	Peculiar	Totals
1/2 baseball	2	1	2	4	10		19
3/4 baseball	3		3	4	8		18
5/6 baseball	2		2	3	4		11
7-9 baseball	2		1	2	4		9
1/2 softball	2		1	3	4		10
3/4 softball	1		1	3	4		9
5/6 softball	1		1	2	1		5
7-9 softball	2		2	2	3		9
Total	15	1	13	23	38	0	90
Key							
Playing in House	Bold Number						
Share Play	<i>Italic Number</i>						



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: April 26, 2022

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

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

TITLE / ISSUE / REQUEST

Bill 3713 - Award of Contract, Sands Construction, LLC

STRATEGIC PLAN GOAL/STRATEGY

Goal 1.2.1: Create a physical environment that inspires a sense of pride.

FINANCIAL IMPACT

Award To:	Sands Construction
Amount of Request/Contract:	\$480,070.85
Amount Budgeted:	\$500,000.00
Funding Source/Account#:	Park GO Bond

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
May, 2022	September 2022

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks and Recreation Board
Date:	April 26, 2022
Action/Vote:	

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
Bid documents

REVIEWED BY:

BACKGROUND / JUSTIFICATION

The 2020 No Tax Increase Bond Issue called for improvements on the west side of Hawk Ridge Park.

In February, staff advertised a request for proposals for improvements that included a new parking lot, exercise trail around the soccer fields, permanent port a pot structure, water fountain and irrigation access. Additionally, two alternate requests were included, a loop drive that connected Johnston Parkway to Lorus Dr. running through the park and concrete trails in lieu of asphalt.

Four proposals were received.

Sands Construction
Mega KC Corporation
Paritrave Innovations
Primetime

Sands Construction was the lowest and most responsive with a base bid of \$480,070.85. All other responses exceeded the project budget.

The alternate bids are not recommended at this time due to budget constraints.

Staff recommends award of contract.

BILL 3713

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SANDS CONSTRUCTION LLC. FOR THE WEST HAWK RIDGE PARK IMPROVEMENTS IN THE AMOUNT OF \$480,070.85.”

WHEREAS, the 2020 No Tax Increase Bond Issue included improvements on the west side of Hawk Ridge Park, and;

WHEREAS, staff competitively bid the improvement projects, and:

WHEREAS, Sands Construction, LLC. is the best, most responsive bid.

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 Sands Construction LLC for improvements to the west side of 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 9TH DAY OF MAY, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF MAY, 2022, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen

Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

WEST HAWK RIDGE PARK IMPROVEMENTS

This Contract for West Hawk Ridge Park Improvements, hereafter referred to as the **Contract** is made this 23rd day of May, 2022, between Sands Construction LLC, an entity organized and existing under the laws of the State of Kansas, with its principal office located at Leavenworth, Kansas, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

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

This contract is effective as of May 23, 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 22-386-201 and the General Terms and Conditions in Appendix C, commonly referred to as Contract Terms and Conditions and according to the Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II
TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of 120 calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III
CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$480,070.85.

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

The City Manager has the authority for change orders.

ARTICLE IV
CONTRACT PAYMENTS

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

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

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

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

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

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

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

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

ARTICLE VII RESPONSIBILITIES

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

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

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

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

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

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

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

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 2019 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.

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)

Company Name

By: _____

Title: _____

Attest: _____

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

West Hawk Ridge Park Improvements

SCOPE OF SERVICES

The firm selected will be responsible for providing construction services associated with the site plans. This includes but is not limited to parking improvements, walking trails, general grading, road construction, water connections and a portable restroom enclosure.

Contractors will be expected to meet with staff and design consultants throughout the project.

1) SPECIFICATIONS WHICH APPLY

The performance of the work, the materials required, the basis of measurement and the basis for payment for the various portions of the work shall be in accordance with the appropriate sections of the Kansas City Metropolitan Chapter of the American Public Works Association "Standard Specifications and Design Criteria" current edition, except as modified or added to by these Special Provisions, 2021 Missouri Standard Specifications for Highway Construction and revisions effective January 1, 2022, and the current contract document entitled "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri" 2019 and all subsequent revisions. If a conflict exists between the specifications, the more stringent shall prevail.

2) PROJECT AWARD

Award of this project will be based upon the sum of the bid schedules for only the West Hawk Ridge Park Improvements, with or without consideration of any alternatives.

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

3) PROJECT COMPLETION AND SCHEDULE

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

General Conditions, Section 17.02 of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri" 2019 shall be amended to include the following:

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

4) ENGINEER

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

5) GENERAL CONDITIONS

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

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

6) ADDITIONAL INFORMATION

6.1) Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 22-386-201

Appendix B - Special Provisions

SFS / 211082

Hawk Ridge Park

SECTION 05 5000
METAL FABRICATIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Shop fabricated steel items.

1.02 RELATED REQUIREMENTS

1.03 REFERENCE STANDARDS

- A. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum 2014 (2015 Errata).
- B. ALI A14.3 - Ladders - Fixed - Safety Requirements 2014.
- C. ASTM A36/A36M - Standard Specification for Carbon Structural Steel 2014.
- D. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless 2020.
- E. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products 2017.
- F. ASTM A283/A283M - Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates 2018.
- G. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength 2014 (Editorial 2017).
- H. ASTM A501/A501M - Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing 2021.
- I. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate 2014.
- J. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate (Metric) 2014.
- K. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes 2014.
- L. ASTM B221M - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes (Metric) 2013.
- M. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination 2012.
- N. AWS D1.1/D1.1M - Structural Welding Code - Steel 2015, with Errata (2016).
- O. IAS AC172 - Accreditation Criteria for Fabricator Inspection Programs for Structural Steel 2017.
- P. SSPC-Paint 15 - Steel Joist Shop Primer/Metal Building Primer 1999 (Ed. 2004).
- Q. SSPC-Paint 20 - Zinc-Rich Primers (Type I, "Inorganic," and Type II, "Organic") 2002 (Ed. 2004).
- R. SSPC-SP 2 - Hand Tool Cleaning 2018.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable.
 - 1. Indicate welded connections using standard AWS A2.4 welding symbols. Indicate net weld lengths.
- C. Welders' Certificates: Submit certification for welders employed on the project, verifying AWS qualification within the previous 12 months.
- D. Fabricator's Qualification Statement: Provide documentation showing steel fabricator is accredited under IAS AC172.

1.05 QUALITY ASSURANCE

- A. Design metal fabrications under direct supervision of a Professional Structural Engineer experienced in design of this work and licensed in the State in which the Project is located.

PART 2 PRODUCTS**2.01 MATERIALS - STEEL**

- A. Steel Sections: ASTM A36/A36M.
- B. Steel Tubing: ASTM A501/A501M hot-formed structural tubing.
- C. Plates: ASTM A283/A283M.
- D. Pipe: ASTM A53/A53M, Grade B Schedule 40, black finish.
- E. Fasteners: As detailed or required for indicated applications.
- F. Bolts, Nuts, and Washers: ASTM A307, Grade A, plain.
- G. Welding Materials: AWS D1.1/D1.1M; type required for materials being welded.
- H. Shop and Touch-Up Primer: SSPC-Paint 15, complying with VOC limitations of authorities having jurisdiction.
- I. Touch-Up Primer for Galvanized Surfaces: SSPC-Paint 20, Type I - Inorganic, complying with VOC limitations of authorities having jurisdiction.

2.02 FABRICATION

- A. Fit and shop assemble items in largest practical sections, for delivery to site.
- B. Fabricate items with joints tightly fitted and secured.
- C. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.
- D. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

2.03 FINISHES - STEEL

- A. Prime paint steel items.
- B. Prepare surfaces to be primed in accordance with SSPC-SP2.
- C. Clean surfaces of rust, scale, grease, and foreign matter prior to finishing.
- D. Prime Painting: One coat.
- E. Galvanizing of Structural Steel Members: Galvanize after fabrication to ASTM A123/A123M requirements. Provide minimum 1.7 oz/sq ft galvanized coating. (Provide minimum 530 g/sq m galvanized coating.)
- F. Galvanizing of Non-structural Items: Galvanize after fabrication to ASTM A123/A123M requirements.

2.04 FABRICATION TOLERANCES

- A. Squareness: 1/8 inch (3 mm) maximum difference in diagonal measurements.
- B. Maximum Offset Between Faces: 1/16 inch (1.5 mm).
- C. Maximum Misalignment of Adjacent Members: 1/16 inch (1.5 mm).
- D. Maximum Bow: 1/8 inch (3 mm) in 48 inches (1.2 m).
- E. Maximum Deviation From Plane: 1/16 inch (1.5 mm) in 48 inches (1.2 m).

PART 3 EXECUTION**3.01 EXAMINATION**

- A. Verify that field conditions are acceptable and are ready to receive work.

3.02 PREPARATION

- A. Clean and strip primed steel items to bare metal where site welding is required.

3.03 INSTALLATION

- A. Install items plumb and level, accurately fitted, free from distortion or defects.
- B. Provide for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.
- C. Obtain approval prior to site cutting or making adjustments not scheduled.

3.04 TOLERANCES

- A. Maximum Variation From Plumb: 1/4 inch (6 mm) per story, non-cumulative.
- B. Maximum Offset From True Alignment: 1/4 inch (6 mm).
- C. Maximum Out-of-Position: 1/4 inch (6 mm).

END OF SECTION

**SECTION 06 2000
FINISH CARPENTRY**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Finish carpentry items.
- B. Hardware and attachment accessories.

1.02 RELATED REQUIREMENTS

- A. Section 09 9113 - Exterior Painting: Painting of finish carpentry items.

1.03 REFERENCE STANDARDS

- A. AWI/AWMAC/MI (AWS) - Architectural Woodwork Standards, 2nd Edition 2014, with Errata (2016).
- B. AWMAC/MI (NAAWS) - North American Architectural Woodwork Standards, U.S. Version 4.0 2021.
- C. AWPA U1 - Use Category System: User Specification for Treated Wood 2018.
- D. HPVA HP-1 - American National Standard for Hardwood and Decorative Plywood 2016.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate the work with installation of associated and adjacent components.
- B. Sequence installation to ensure utility connections are achieved in an orderly and expeditious manner.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data:
 - 1. Provide manufacturer's product data, storage and handling instructions for factory-fabricated units.
 - 2. Provide instructions for attachment hardware and finish hardware.
- C. Shop Drawings: Indicate materials, component profiles, fastening methods, jointing details, and accessories.
 - 1. Scale of Drawings: 1-1/2 inch to 1 foot (125 mm to 1 m), minimum.
 - 2. Provide information as required by AWI/AWMAC/MI (AWS) or AWMAC/MI (NAAWS).
- D. Samples: Submit two samples of each specified wood material 12 inches long.
 - 1. Coordinate finish with Division 09 and submit one finished and one unfinished sample of each specified wood material.

1.06 QUALITY ASSURANCE

- A. Fabricator Qualifications: Company specializing in fabricating the products specified in this section with minimum five years of documented experience.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Protect from moisture damage.
- B. Handle materials and products to prevent damage to edges, ends, or surfaces.

PART 2 PRODUCTS

2.01 FINISH CARPENTRY ITEMS

- A. Quality Standard: Custom Grade, in accordance with AWI/AWMAC/MI (AWS) or AWMAC/MI (NAAWS), unless noted otherwise.
 - 1. Exterior Carpentry: Custom Grade.
- B. Surface Burning Characteristics: Provide materials having fire and smoke properties as required by applicable code.
- C. Exterior Woodwork Items:

1. Exterior Wood Slats: Western Red Cedar; Shop stained and sealed, and field finished as specified.

2.02 LUMBER MATERIALS

- A. Softwood Lumber: PS 20; Western Red Cedar species, plain, rough sawn to match Existing, maximum moisture content of 10 percent; with flat grain, of quality suitable for transparent finish.

2.03 FASTENINGS

- A. Fasteners for Exterior Applications: Provide Type 316 Stainless steel; tamper resistant; length required to penetrate wood substrate 1-1/2 inch (38 mm) minimum.

2.04 ACCESSORIES

- A. Primer: Alkyd primer sealer.
- B. Wood Filler: Solvent base, tinted to match surface finish color.

2.05 WOOD TREATMENT

- A. Factory-Treated Lumber: Comply with requirements of AWPA U1 - Use Category System for pressure impregnated wood treatments determined by use categories, expected service conditions, and specific applications.
- B. Wood Preservative by Pressure Treatment (PT Type): Provide AWPA U1 treatment using waterborne preservative with 0.25 percent retainage.
- C. Redry wood after pressure treatment to maximum 12 percent moisture content.

2.06 SITE FINISHING MATERIALS

- A. Field Finishing: See Section 09 9123.

2.07 FABRICATION

- A. Shop assemble work for delivery to site, permitting passage through building openings.
- B. When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide trim for scribing and site cutting.

2.08 SHOP FINISHING

- A. Apply wood filler in exposed nail and screw indentations.
- B. On items to receive transparent finishes, use wood filler that matches surrounding surfaces and is of type recommended for the applicable finish.
- C. Finish work in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), Section 5 - Finishing for grade specified and as follows:
 1. Transparent:
 - a. System - 12, Polyurethane, Water-based.
 - b. Stain: As selected by Architect.
 - c. Sheen: Satin.

PART 3 EXECUTION**3.01 EXAMINATION**

- A. Verify adequacy of backing and support framing.
- B. Verify mechanical, electrical, and building items affecting work of this section are placed and ready to receive this work.

3.02 INSTALLATION

- A. Install custom fabrications in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS) requirements for grade indicated.
- B. Set and secure materials and components in place, plumb and level.
- C. Carefully scribe work abutting other components, with maximum gaps of 1/32 inch (0.79 mm). Do not use additional overlay trim to conceal larger gaps.

- D. Install components with nails at [] inch on center (nails at [] mm on center).
- E. Install hardware in accordance with manufacturer's written instructions.

3.03 PREPARATION FOR SITE FINISHING

- A. Set exposed fasteners. Apply wood filler in exposed fastener indentations. Sand work smooth.
- B. Site Finishing: See Section 09 9113 and 09 9123.
- C. Before installation, prime paint surfaces of items or assemblies to be in contact with cementitious materials.

3.04 TOLERANCES

- A. Maximum Variation from True Position: 1/16 inch (1.6 mm).
- B. Maximum Offset from True Alignment with Abutting Materials: 1/32 inch (0.79 mm).

END OF SECTION

**SECTION 07 6200
SHEET METAL FLASHING AND TRIM**

PART 1 GENERAL**1.01 SECTION INCLUDES**

- A. Fabricated sheet metal items, including flashings and counterflashings.
- B. Sealants for joints within sheet metal fabrications.

1.02 REFERENCE STANDARDS

- A. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix) 2017a.
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2017.
- C. ASTM C920 - Standard Specification for Elastomeric Joint Sealants 2014a.
- D. ASTM D4586/D4586M - Standard Specification for Asphalt Roof Cement, Asbestos-Free 2007, with Editorial Revision (2012).
- E. CDA A4050 - Copper in Architecture - Handbook current edition.
- F. SMACNA (ASMM) - Architectural Sheet Metal Manual 2012.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.
- C. Samples: Submit two samples 6 by 6 inch in size illustrating metal finish color.

1.04 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA (ASMM) and CDA A4050 requirements and standard details, except as otherwise indicated.
- B. Fabricator and Installer Qualifications: Company specializing in sheet metal work with three years of documented experience.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- B. Prevent contact with materials that could cause discoloration or staining.

1.06 WARRANTY

- A. Correct defective work within a five year period after Date of Substantial Completion. Defective work includes failure of watertightness and/or seals.
- B. Provide 20 year manufacturer warranty for prefinished sheet metal materials. Warranty shall include degradation of metal finish.

PART 2 PRODUCTS**2.01 SHEET MATERIALS**

- A. Galvanized Steel: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 24 gage, (0.0239 inch) (0.61 mm) thick base metal.
- B. Pre-Finished Galvanized Steel: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 24 gage, (0.0239) inch (0.61 mm) thick base metal, shop pre-coated with PVDF coating.
 - 1. PVDF (Polyvinylidene Fluoride) Coating: Superior Performance Organic Finish, AAMA 2605; multiple coat, thermally cured fluoropolymer finish system.
 - 2. Color: As selected by Architect from manufacturer's standard colors.

3. Applications: Flashings and counterflashings exposed to public view, and where specifically indicated on Drawings.

2.02 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Fabricate cleats and starter strips of same material as sheet, one gage thickness heavier than exposed sheet, and interlockable with exposed sheet.
 1. Provide continuous cleat strips for metal copings and flashings.
- C. Form pieces in longest possible lengths.
- D. Hem exposed edges on underside 1/2 inch (13 mm); miter and seam corners.
- E. Form material with flat lock seams, except where otherwise indicated; at moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- F. Fabricate corners from one piece with minimum 18 inch (450 mm) long legs; seam for rigidity, seal with sealant.
- G. Fabricate vertical faces with bottom edge formed outward 1/4 inch (6 mm) and hemmed to form drip.
- H. Fabricate flashings to allow toe to extend 2 inches (50 mm) over roofing materials. Return and brake edges.

2.03 ACCESSORIES

- A. Fasteners: Same material and finish as flashing metal, with soft neoprene washers.
- B. Primer: Zinc chromate type.
- C. Concealed Sealants: Non-curing butyl sealant.
- D. Exposed Sealants: ASTM C920; elastomeric sealant, with minimum movement capability as recommended by manufacturer for substrates to be sealed; translucent.
- E. Plastic Cement: ASTM D4586/D4586M, Type I.

PART 3 EXECUTION**3.01 EXAMINATION**

- A. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.
- B. Verify roofing termination and base flashings are in place, sealed, and secure.

3.02 PREPARATION

- A. Install starter and edge strips, and cleats before starting installation.
- B. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil (0.4 mm).

3.03 INSTALLATION

- A. Secure flashings in place using concealed fasteners, and use exposed fasteners only where permitted.
- B. Apply plastic cement compound between metal flashings and felt flashings.
- C. Fit flashings tight in place; make corners square, surfaces true and straight in planes, and lines accurate to profiles.

END OF SECTION

**SECTION 07 7200
ROOF ACCESSORIES**

PART 1 GENERAL**1.01 SECTION INCLUDES**

- A. Snow guards.

1.02 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used.
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
 - 4. Maintenance requirements.
- C. Shop Drawings: Submit detailed layout developed for this project and provide dimensioned location and number for each type of roof accessory.
 - 1. Snow Guards: Submit design calculations for loadings and spacings based on manufacturer testing.
 - 2. Submit shop drawings sealed and signed by a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.
- D. Warranty Documentation:
 - 1. Submit manufacturer warranty.
 - 2. Ensure that forms have been completed in Owner's name and registered with manufacturer.
 - 3. Submit documentation that roof accessories are acceptable to roofing manufacturer, and do not limit the roofing warranty.

1.03 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store products under cover and elevated above grade.

1.04 WARRANTY

- A. See Section 01 7800 - Closeout Submittals for additional warranty requirements.
- B. Correct defective Work within a five year period after Date of Substantial Completion.

PART 2 PRODUCTS**2.01 SNOW GUARDS**

- A. Fence Type Snow Guard: Continuous snow guard; manufacturer's standard pipe, bar, channel, or solid rod, set in brackets or posts, with optional plates and metal trim to match roof.
 - 1. Brackets: Aluminum.
 - a. Basis-of-Design: Metal Roof Innovations, Ltd. S-5!, VersaBracket-67.
 - 2. Products:
 - a. Metal Roof Innovations, Ltd. S-5! Attachment Solutions; ColorGuard: www.s-5.com/#sle.
 - b. Substitutions: See Section 01 6000 - Product Requirements.

PART 3 EXECUTION**3.01 EXAMINATION**

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.02 PREPARATION

- A. Clean surfaces thoroughly prior to installation.

- B. Prepare surfaces using methods recommended by manufacturer for achieving acceptable results for applicable substrate under project conditions.

3.03 INSTALLATION

- A. Install in accordance with manufacturer's instructions, in manner that maintains roofing system weather-tight integrity.

3.04 CLEANING

- A. Clean installed work to like-new condition.

3.05 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Date of Substantial Completion.

END OF SECTION

**SECTION 07 9200
JOINT SEALANTS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Nonsag gunnable joint sealants.
- B. Self-leveling pourable joint sealants.
- C. Joint backings and accessories.

1.02 REFERENCE STANDARDS

- A. ASTM C661 - Standard Test Method for Indentation Hardness of Elastomeric-Type Sealants by Means of a Durometer 2015.
- B. ASTM C794 - Standard Test Method for Adhesion-In-Peel of Elastomeric Joint Sealants 2015a.
- C. ASTM C834 - Standard Specification for Latex Sealants 2014.
- D. ASTM C920 - Standard Specification for Elastomeric Joint Sealants 2014a.
- E. ASTM C1087 - Standard Test Method for Determining Compatibility of Liquid-Applied Sealants with Accessories Used in Structural Glazing Systems 2016.
- F. ASTM C1193 - Standard Guide for Use of Joint Sealants 2016.
- G. ASTM C1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants 2008 (Reapproved 2012).
- H. ASTM C1311 - Standard Specification for Solvent Release Sealants 2014.
- I. ASTM C1330 - Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid-Applied Sealants 2002 (Reapproved 2013).
- J. ASTM D2240 - Standard Test Method for Rubber Property--Durometer Hardness 2015.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data for Sealants: Submit manufacturer's technical data sheets for each product to be used, that includes the following.
 - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
 - 2. List of backing materials approved for use with the specific product.
 - 3. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
 - 4. Substrates the product should not be used on.
- C. Product Data for Accessory Products: Submit manufacturer's technical data sheet for each product to be used, including physical characteristics, installation instructions, and recommended tools.
- D. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.
- E. Preconstruction Laboratory Test Reports: Submit at least four weeks prior to start of installation.

1.04 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing the work of this section and with at least three years of documented experience.
- B. Preconstruction Laboratory Testing: Arrange for sealant manufacturer(s) to test each combination of sealant, substrate, backing, and accessories.
 - 1. Adhesion Testing: In accordance with ASTM C794.
 - 2. Compatibility Testing: In accordance with ASTM C1087.
 - 3. Allow sufficient time for testing to avoid delaying the work.
 - 4. Deliver to manufacturer sufficient samples for testing.

5. Report manufacturer's recommended corrective measures, if any, including primers or techniques not indicated in product data submittals.
6. Testing is not required if sealant manufacturer provides data showing previous testing, not older than 24 months, that shows satisfactory adhesion, lack of staining, and compatibility.

1.05 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective work within a five year period after Date of Substantial Completion.
- C. Warranty: Include coverage for installed sealants and accessories that fail to achieve watertight seal, exhibit loss of adhesion or cohesion, or do not cure.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Non-Sag Sealants: Permits application in joints on vertical surfaces without sagging or slumping.
 1. Adhesives Technology Corporation: www.atcepoxy.com/#sle.
 2. BASF Construction Chemicals-Building Systems: www.buildingsystems.basf.com.
 3. Bostik Inc: www.bostik-us.com/#sle.
 4. Dow Corning Corporation: www.dowcorning.com/construction/#sle.
 5. Hilti, Inc: www.us.hilti.com/#sle.
 6. Momentive Performance Materials, Inc (formerly GE Silicones): www.momentive.com/#sle.
 7. Pecora Corporation: www.pecora.com.
 8. QUIKRETE Companies: www.quikrete.com/#sle.
 9. Sherwin-Williams Company: www.sherwin-williams.com/#sle.
 10. Sika Corporation: www.usa-sika.com/#sle.
 11. Tremco Commercial Sealants & Waterproofing: www.tremcosealants.com/#sle.
 12. W.R. Meadows, Inc: www.wrmeadows.com.
 13. Substitutions: See Section 01 6000 - Product Requirements.
- B. Self-Leveling Sealants: Pourable or self-leveling sealant that has sufficient flow to form a smooth, level surface when applied in a horizontal joint.
 1. Adhesives Technology Corporation: www.atcepoxy.com/#sle.
 2. BASF Construction Chemicals-Building Systems: www.buildingsystems.basf.com.
 3. Bostik Inc: www.bostik-us.com/#sle.
 4. Dayton Superior Corporation: www.daytonsuperior.com/#sle.
 5. Dow Corning Corporation: www.dowcorning.com/construction/#sle.
 6. Pecora Corporation: www.pecora.com.
 7. QUIKRETE Companies: www.quikrete.com/#sle.
 8. Sherwin-Williams Company: www.sherwin-williams.com/#sle.
 9. Sika Corporation: www.usa-sika.com/#sle.
 10. Tremco Commercial Sealants & Waterproofing: www.tremcosealants.com/#sle.
 11. W.R. Meadows, Inc: www.wrmeadows.com.
 12. Substitutions: See Section 01 6000 - Product Requirements.

2.02 JOINT SEALANT APPLICATIONS

- A. Scope:
 1. Exterior Joints: Seal open joints, whether or not the joint is indicated on drawings, unless specifically indicated not to be sealed. Exterior joints to be sealed include, but are not limited to, the following items.
 - a. Wall expansion and control joints.
 - b. Joints between different exposed materials.
 - c. Other joints indicated below.
 2. Do not seal the following types of joints.
 - a. Joints indicated to be treated with manufactured expansion joint cover or some other type of sealing device.

- b. Joints where sealant is specified to be provided by manufacturer of product to be sealed.
 - c. Joints where installation of sealant is specified in another section.
 - d. Joints between suspended panel ceilings/grid and walls.
- B. Exterior Joints: Use non-sag non-staining silicone sealant, unless otherwise indicated.
- 1. Lap Joints in Sheet Metal Fabrications: Butyl rubber, non-curing.
 - 2. Lap Joints between Manufactured Metal Panels: Butyl rubber, non-curing.
 - 3. Control and Expansion Joints in Concrete Paving: Self-leveling polyurethane "traffic-grade" sealant.

2.03 JOINT SEALANTS - GENERAL

- A. Colors: As selected from Manufacturer's full line, unless otherwise specified.

2.04 NONSAG JOINT SEALANTS

- A. Non-Staining Silicone Sealant: ASTM C920, Grade NS, Uses M and A; not expected to withstand continuous water immersion or traffic.
- 1. Movement Capability: Plus and minus 50 percent, minimum.
 - 2. Non-Staining To Porous Stone: Non-staining to light-colored natural stone when tested in accordance with ASTM C1248.
 - 3. Dirt Pick-Up: Reduced dirt pick-up compared to other silicone sealants.
 - 4. Color: To be selected by Architect from manufacturer's standard range.
 - 5. Service Temperature Range: Minus 20 to 180 degrees F (Minus 29 to 82 degrees C).
- B. Polyurethane Sealant: ASTM C920, Grade NS, Uses M and A; single or multi-component; not expected to withstand continuous water immersion or traffic.
- 1. Movement Capability: Plus and minus 25 percent, minimum.
 - 2. Hardness Range: 20 to 35, Shore A, when tested in accordance with ASTM C661.
 - 3. Color: To be selected by Architect from manufacturer's custom range.
- C. Polyurethane Sealant for Continuous Water Immersion: ASTM C920, Grade NS, Uses M and A; single or multi-component; explicitly approved by manufacturer for continuous water immersion; suitable for traffic exposure when recessed below traffic surface .
- 1. Movement Capability: Plus and minus 35 percent, minimum.
 - 2. Color: To be selected by Architect from manufacturer's custom range.
- D. Polysulfide Sealant for Continuous Water Immersion: Polysulfide; ASTM C920, Grade NS, Uses M and A; single component; explicitly approved by manufacturer for continuous water immersion; not expected to withstand traffic.
- 1. Movement Capability: Plus and minus 25 percent, minimum.
 - 2. Color: To be selected by Architect from manufacturer's custom range.
- E. Acrylic Emulsion Latex: Water-based; ASTM C834, single component, non-staining, non-bleeding, non-sagging; not intended for exterior use.
- F. Butyl Sealant: Solvent-based; ASTM C1311; single component, nonsag; not expected to withstand continuous water immersion or traffic.
- 1. Color: To be selected by Architect from manufacturer's standard range.
- G. Non-Curing Butyl Sealant: Solvent-based; ASTM C1311; single component, non-sag, non-skinning, non-hardening, non-bleeding; vapor-impermeable; intended for fully concealed applications.

2.05 SELF-LEVELING SEALANTS

- A. Self-Leveling Polyurethane Sealant: ASTM C920, Grade P, Uses M and A; single or multi-component; explicitly approved by manufacturer for traffic exposure; not expected to withstand continuous water immersion .
- 1. Movement Capability: Plus and minus 25 percent, minimum.
 - 2. Hardness Range: 35 to 55, Shore A, when tested in accordance with ASTM C661.
 - 3. Service Temperature Range: Minus 40 to 180 degrees F (Minus 40 to 82 degrees C).

2.06 ACCESSORIES

- A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.
 - 1. Type for Joints Not Subject to Pedestrian or Vehicular Traffic: ASTM C1330; Type B - Bi-Cellular Polyethylene.
 - 2. Type for Joints Subject to Pedestrian or Vehicular Traffic: ASTM C1330; Type C - Closed Cell Polyethylene.
 - 3. Open Cell: 40 to 50 percent larger in diameter than joint width.
 - 4. Closed Cell and Bi-Cellular: 25 to 33 percent larger in diameter than joint width.
- B. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.
- C. Masking Tape: Self-adhesive, nonabsorbent, non-staining, removable without adhesive residue, and compatible with surfaces adjacent to joints and sealants.
- D. Joint Cleaner: Non-corrosive and non-staining type, type recommended by sealant manufacturer; compatible with joint forming materials.
- E. Primers: Type recommended by sealant manufacturer to suit application; non-staining.

PART 3 EXECUTION**3.01 EXAMINATION**

- A. Verify that joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.
- C. Verify that backer rods are of the correct size.

3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.

3.03 INSTALLATION

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.
- D. Install bond breaker backing tape where backer rod cannot be used.
- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- F. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- G. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

3.04 FIELD QUALITY CONTROL

- A. Remove and replace failed portions of sealants using same materials and procedures as indicated for original installation.

3.05 POST-OCCUPANCY

- A. Post-Occupancy Inspection: Perform visual inspection of entire length of project sealant joints at a time that joints have opened to their greatest width; i.e. at low temperature in thermal cycle. Report failures immediately and repair.

END OF SECTION

**SECTION 09 9113
EXTERIOR PAINTING****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
- D. Do Not Paint or Finish the Following Items:
 - 1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
 - 2. Items indicated to receive other finishes.
 - 3. Items indicated to remain unfinished.
 - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
 - 5. Floors, unless specifically indicated.
 - 6. Glass.
 - 7. Concealed pipes, ducts, and conduits.

1.02 REFERENCE STANDARDS

- A. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Based Materials 2020.
- B. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual Current Edition.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
 - 2. MPI product number (e.g. MPI #47).
 - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
 - 4. Manufacturer's installation instructions.
 - 5. If proposal of substitutions is allowed under submittal procedures, explanation of substitutions proposed.
- C. Paint Samples: Submit two painted samples, illustrating selected colors and textures for each color and system selected with specified coats cascaded. Submit on aluminum sheet, 8 by 10 inches in size.
- D. Transparent Finish Samples: For each type of finish system and in each color and gloss of finish required. Submit on representative samples of actual wood substrates, 8 inches long.
 - 1. Apply coats on samples in steps to show each coat required for system.
 - 2. Label each coat of each sample.
 - 3. Label each sample for location and application area.
- E. Manufacturer's Instructions: Indicate special surface preparation procedures and substrate conditions requiring special attention.
- F. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 6000 - Product Requirements, for additional provisions.
 - 2. Extra Paint and Finish Materials: 1 gallon (4 L) of each color; from the same product run, store where directed.
 - 3. Label each container with color in addition to the manufacturer's label.

1.04 QUALITY ASSURANCE

- A. Applicator Qualifications: Company specializing in performing the type of work specified with minimum three years experience and approved by manufacturer.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

1.06 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the paint product manufacturer's temperature ranges.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Do not apply exterior paint and finishes during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- D. Provide lighting level of 80 ft candles (860 lx) measured mid-height at substrate surface.

PART 2 PRODUCTS**2.01 MANUFACTURERS**

- A. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.
- B. Paints:
 - 1. Base Manufacturer: Sherwin-Williams Company: www.sherwin-williams.com.
 - 2. Benjamin Moore & Co.: www.benjaminmoore.com
 - 3. Diamond Vogel Paints: www.diamondvogel.com/#sle.
 - 4. PPG Paints: www.ppgpaints.com/#sle.
- C. Transparent Finishes:
 - 1. Base Manufacturer: Sherwin-Williams Company: www.sherwin-williams.com
 - 2. Benjamin Moore & Co.: www.benjaminmoore.com
 - 3. Diamond Vogel Paints: www.diamondvogel.com/#sle.
 - 4. PPG Paints Flood Exterior Transparent Finishes: www.flood/sle.
- D. Primer Sealers: Same manufacturer as top coats.
- E. Substitutions: See Section 01 6000 - Product Requirements.

2.02 PAINTS AND FINISHES - GENERAL

- A. Paints and Finishes: Ready-mixed, unless required to be a field-catalyzed paint.
 - 1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 - 2. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
 - 3. Supply each paint material in quantity required to complete entire project's work from a single production run.
 - 4. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is described explicitly in manufacturer's product instructions.
- B. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect from the manufacturer's full line.

- C. Colors: To be selected from manufacturer's full range of available colors.
 1. Selection to be made by Architect after award of contract.

2.03 PAINT SYSTEMS - EXTERIOR

- A. Exterior Surfaces to be Painted, Unless Otherwise Indicated: Including primed metal.
 1. Two top coats and one coat primer.
 2. Top Coat(s): Exterior Light Industrial Coating, Water Based; MPI #163.
 - a. Products:
 - 1) Behr Premium Interior/Exterior Direct-To-Metal Paint Semi-Gloss [No. 3200]. (MPI #163)
 - 2) PPG Paints Pitt-Tech Plus WB DTM Industrial Enamel, 90-1210 Series, Semi-Gloss. (MPI #163)
 - 3) Substitutions: Section 01 6000 - Product Requirements.
- B. Wood, Transparent, Varnish, No Stain:
 1. Flat: One coat of varnish; Basis-of-Design: Benjamin Moore, Arborcoat, Waterborne Exterior Translucent Stain, 623 Series. (MPI #33).

2.04 PRIMERS

- A. Primers: Provide the following unless other primer is required or recommended by manufacturer of top coats.
 1. Water Based Primer for Galvanized Metal; MPI #134.

2.05 ACCESSORY MATERIALS

- A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially effect proper application.
- C. Test shop-applied primer for compatibility with subsequent cover materials.
- D. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
 1. Masonry, Concrete, and Concrete Masonry Units: 12 percent.
 2. Exterior Wood: 15 percent, measured in accordance with ASTM D4442.

3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces for finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- F. Exterior Wood Surfaces to Receive Transparent Finish: Remove dust, grit, and foreign matter. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes with tinted exterior calking compound after prime coat has been applied. Back prime concealed surfaces before installation.

3.03 APPLICATION

- A. Exterior Wood to Receive Transparent Finish: Tint fillers to match wood. Work fillers into the grain before set. Wipe excess filler material from surface.
- B. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- D. Apply each coat to uniform appearance.
- E. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- F. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.04 CLEANING

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.05 PROTECTION

- A. Protect finishes until completion of project.
- B. Touch-up damaged finishes after Substantial Completion.

END OF SECTION

**SECTION 10 1400
SIGNAGE****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Building identification (Dimensional Letter) signs.

1.02 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's printed product literature for each type of sign, indicating sign styles, font, foreground and background colors, locations, overall dimensions of each sign.
- C. Samples: Submit one sample of each type of sign, of size similar to that required for project, illustrating sign style, font, and method of attachment.
- D. Manufacturer's Installation Instructions: Include installation templates and attachment devices.

1.03 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Package signs as required to prevent damage before installation.

PART 2 PRODUCTS**2.01 SIGNAGE APPLICATIONS**

- A. Building Identification Signs:
 - 1. Use individual metal letters.
 - 2. Base-stud-mounted, blind-fastened, in location indicated on drawings.

2.02 DIMENSIONAL LETTERS

- A. Metal Letters:
 - 1. Metal: Fabricated Aluminum.
 - 2. Finish (Letters): Brushed, satin.
 - 3. Size: 6" tall, 1-1/2" depth.
 - 4. Mounting: Concealed screws.

2.03 ACCESSORIES

- A. Concealed Screws: Stainless steel, galvanized steel, chrome plated, or other non-corroding metal.
- B. Mounting Devices: Except as specified for each sign type, provide mounting devices specifically recommended by manufacturer for indicated application; concealed upon finished installation.

PART 3 EXECUTION**3.01 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Install neatly, with horizontal edges level.
- C. Protect from damage until Substantial Completion; repair or replace damaged items.

END OF SECTION

**SECTION 13 3419
METAL BUILDING SYSTEMS**

PART 1 GENERAL**1.01 SECTION INCLUDES**

- A. Manufacturer-engineered, shop-fabricated structural steel building frame.
- B. Metal wall and roof panels including soffits.

1.02 REFERENCE STANDARDS

- A. AISC 360 - Specification for Structural Steel Buildings 2016 (Revised 2021).
- B. ASTM A36/A36M - Standard Specification for Carbon Structural Steel 2019.
- C. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware 2016a.
- D. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2020.
- E. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination 2020.
- F. AWS D1.1/D1.1M - Structural Welding Code - Steel 2020.
- G. IAS AC472 - Accreditation Criteria for Inspection Programs for Manufacturers of Metal Building Systems 2018.
- H. MBMA (MBSM) - Metal Building Systems Manual 2019.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene one week before starting work of this section.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on profiles, component dimensions, fasteners.
- C. Shop Drawings: Indicate assembly dimensions, locations of structural members, connections; wall and roof system dimensions, panel layout, general construction details, anchors and methods of anchorage, and installation; framing anchor bolt settings, sizes, locations from datum, and foundation loads; indicate welded connections with AWS A2.4 welding symbols; indicate net weld lengths; provide professional seal and signature.
- D. Samples: Submit two samples of precoated metal panels for each color selected, 6 by 6 inch in size illustrating color and texture of finish.
- E. Manufacturer's Instructions: Indicate preparation requirements, anchor bolt placement, and similar coordination items as required for specified installation.
- F. Erection Drawings: Indicate members by label, assembly sequence, and temporary erection bracing.
- G. Manufacturer's Qualification Statement: Provide documentation showing metal building manufacturer is accredited under IAS AC472.
 - 1. Include statement that manufacturer designs and fabricates metal building system as integrated components and assemblies, including but not limited to primary structural members, secondary members, joints, roof, and wall cladding components specifically designed to support and transfer loads and properly assembled components form a complete or partial building shell.

1.05 QUALITY ASSURANCE

- A. Perform work in accordance with AISC 360 and MBMA (MBSM).
- B. Manufacturer Qualifications: Company specializing in the manufacture of products similar to those required for this project.
 - 1. Not less than five years of documented experience.

- C. Erector Qualifications: Company specializing in performing the work of this section with minimum five years experience.
- D. Welder Qualifications: Welding processes and welding operators qualified in accordance with AWS D1.1/D1.1M and no more than 12 months before start of scheduled welding work.

1.06 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective Work within a five year period after Date of Substantial Completion.
- C. Provide five year manufacturer warranty for installation and finishes..
 - 1. Include coverage for exterior pre-finished surfaces to cover pre-finished color coat against chipping, cracking or crazing, blistering, peeling, chalking, or fading. Include coverage for weather tightness of building enclosure elements after installation.

PART 2 PRODUCTS**2.01 MANUFACTURERS**

- A. Metal Buildings Systems:
 - 1. Basis-of-Design: Porter Corp., a Playcore company; Polygon, Monoslope: www.poligon.com.
 - 2. Substitutions: See Section 01 6000 - Product Requirements.

2.02 ASSEMBLIES

- A. Single span rigid frame.
- B. Primary Framing: Rigid frame of rafter beams and columns, canopy beams, and wind bracing.
- C. Secondary Framing: Purlins, and other items detailed.
- D. Roof System: Preformed metal panels oriented parallel to slope, with with 2x6 tongue and groove wood structural decking, and accessory components.
- E. Roof Slope: As indicated on Drawings.

2.03 MATERIALS - FRAMING

- A. Structural Steel Members: ASTM A36/A36M.
- B. Welding Materials: Perform in accordance with AWS D1.1/D1.1M.

2.04 MATERIALS - ROOF

- A. Steel Sheet: Hot-dipped galvanized steel sheet, ASTM A653/A653M, Designation SS (structural steel), Grade 33 (230), with G90/Z275 coating.
- B. Joint Seal Gaskets: Manufacturer's standard type.
- C. Fasteners: Manufacturer's standard type, galvanized to comply with requirements of ASTM A153/A153M, finish to match adjacent surfaces when exterior exposed.
- D. Sealant: Manufacturer's standard type.
- E. Trim, Closure Pieces, Caps, Flashings, Gutters, Downspouts, Rain Water Diverter, Fascias, and Infills: Same material, thickness and finish as exterior sheets; brake formed to required profiles.

2.05 FABRICATION - FRAMING

- A. Fabricate members in accordance with AISC 360 for plate, bar, tube, or rolled structural shapes.

2.06 FINISHES

- A. Framing Members (Structural Steel beams, Girders, and Purlins):
 - 1. Basis-of-Design: Poligon, Poli-5000 powder coat system.
 - a. Color: As selected by Architect from manufacturer's full range of colors.
 - 2. Substitutions: See Section 01 6000 - Product Requirements.
- B. Metal Roof Panels:

1. Basis-of-Design: Kynar 500 Polyvinylidene fluoride (PVDF) coating system.
 - a. Color: As selected by Architect from manufacturer's full range of colors.
2. Substitutions: See Section 01 6000 - Product Requirements.

PART 3 EXECUTION**3.01 EXAMINATION****3.02 ERECTION - FRAMING**

- A. Erect framing in accordance with AISC 360.
- B. Provide for erection and wind loads. Provide temporary bracing to maintain structure plumb and in alignment until completion of erection and installation of permanent bracing. Locate braced bays as indicated.
- C. Set column base plates with non-shrink grout to achieve full plate bearing.
- D. Do not field cut or alter structural members without approval.
- E. After erection, prime welds, abrasions, and surfaces not shop primed.

3.03 ERECTION - WALL AND ROOF PANELS

- A. Install in accordance with manufacturer's instructions.
- B. Exercise care when cutting prefinished material to ensure cuttings do not remain on finish surface.
- C. Fasten cladding system to structural supports, aligned level and plumb.
- D. Locate end laps over supports. End laps minimum 2 inches (50 mm). Place side laps over bearing.
- E. Provide expansion joints where indicated.
- F. Use concealed fasteners.
- G. Install sealant and gaskets, providing weather tight installation.

3.04 TOLERANCES

- A. Framing Members: 1/4 inch (6 mm) from level; 1/8 inch (3 mm) from plumb.
- B. Siding and Roofing: 1/8 inch (3 mm) from true position.

END OF SECTION

CITY OF RAYMORE, MISSOURI
RFP # 22-386-201

Appendix C
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 April, 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 28 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 be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

W. Rejection of Bids

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

X. Release of Information

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

Y. American Products

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

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

Z. Affidavit of Work Authorization and Documentation

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

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

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

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

***REVISED* *REVISED* BID PROPOSAL FORM E – Project No. 22-386-201**

WEST HAWK RIDGE PARK IMPROVEMENTS

Base Bid

Bid Items	Units	Estimated Quantities	\$/Units	Total
MOBILIZATION	L.S.	1	34,000. ⁰⁰	\$ 34,000. ⁰⁰
CONSTRUCTION STAKING	L.S.	1	4,450. ⁰⁰	\$ 4,450. ⁰⁰
CLEARING, GRUBBING, AND DEMOLITION	L.S.	1	4,500	\$ 4,500. ⁰⁰
UNCLASSIFIED EXCAVATION	C.Y.	324	19. ⁰⁰	\$ 6,156. ⁰⁰
EMBANKMENT	C.Y.	1,496	10. ⁰⁰	\$ 14,960. ⁰⁰
2" ASPHALTIC CONCRETE SURFACE	S.Y.	4,853	9.40	\$ 45,618.20
4" ASPHALT BASE	S.Y.	2,931	16.10	\$ 47,189.10
6" ASPHALT BASE	S.Y.	1,922	25.00	\$ 48,050. ⁰⁰
6" AGGREGATE BASE	S.Y.	4,934	9.50	\$ 46,873. ⁰⁰
ADA RAMP	EA.	2	1580. ⁰⁰	\$ 3,160. ⁰⁰
6" CONCRETE FOR PORTABLE RESTROOM	S.Y.	81	168.90	\$ 13,680.90
2' DRY CURB AND GUTTER	L.F.	856	30.18	\$ 25,833.12
6" RIBBON CURB	L.F.	98	25.59	\$ 2,508.24
PORTABLE RESTROOM ENCLOSURE	EA.	1	116,500	\$ 116,500. ⁰⁰
24" CONCRETE STORM PIPE	L.F.	74	150. ⁰⁰	\$ 11,100. ⁰⁰
24" RCP END SECTION	EA.	2	1200. ⁰⁰	\$ 2,400. ⁰⁰
ELECTRICAL SERVICE	L.F.	328	24. ⁰⁰	\$ 7,872. ⁰⁰
SAFETY LIGHT AND POLE	EA.	1	12,362. ⁰⁰	\$ 12,362. ⁰⁰
2" WATER SERVICE LINE	L.F.	279	35. ⁰⁰	\$ 9,765. ⁰⁰
8" X 2" REDUCER	EA.	1	800. ⁰⁰	\$ 800. ⁰⁰
1.5" WATER METER	EA.	1	2,750. ⁰⁰	\$ 2,750. ⁰⁰
2" BACKFLOW PREVENTER VALVE	EA.	1	2,650. ⁰⁰	\$ 2,650. ⁰⁰
2" x 2" TEE	EA.	1	900. ⁰⁰	\$ 900. ⁰⁰
2" 90 DEGREE BEND	EA.	1	750. ⁰⁰	\$ 750. ⁰⁰
2" PLUG	EA.	1	200. ⁰⁰	\$ 200. ⁰⁰
REMOVE AND REPLACE EXISTING HYDRANT	EA.	1	4000. ⁰⁰	\$ 4000. ⁰⁰
WATER SPIGOT	EA.	1	1200. ⁰⁰	\$ 1200. ⁰⁰
PERMANENT SIGNING AND PAVEMENT MARKING	L.S.	1	2850. ⁰⁰	\$ 2850. ⁰⁰
EROSION CONTROL, SODDING AND SEEDING	L.S.	1	6192.75	\$ 6192.75
TRAFFIC CONTROL	L.S.	1	800. ⁰⁰	\$ 800. ⁰⁰
TOTAL BASE BID				\$480,070.³¹

✓ 25834.08
✓ 2507.82

\$480,070.85

Add Alternate #1

Bid Items	Units	Estimated Quantities	\$/Units	Total
CLEARING, GRUBBING & DEMOLITION	L.S.	1	4000	\$4,000. ⁰⁰
UNCLASSIFIED EXCAVATION	C.Y.	1,044	19. ⁰⁰	\$19,836. ⁰⁰
EMBANKMENT	C.Y.	1,965	10. ⁰⁰	\$19,650. ⁰⁰
2" ASPHALTIC CONCRETE SURFACE	S.Y.	1,788	9.40	\$16,807.20
6" ASPHALT BASE	S.Y.	1,788	25. ⁰⁰	\$44,700. ⁰⁰
6" AGGREGATE BASE	S.Y.	2,031	8.50	\$17,263.50
2' DRY CURB AND GUTTER	L.F.	1,094	30.18	\$33,015.69
6" RIBBON CURB	L.F.	1,002	25.59	\$25,645.47
ADA RAMP	EA.	1	1239.72	\$1239.72
PERMANENT SIGNING AND PAVEMENT MARKING	L.S.	1	900	\$900. ⁰⁰
EROSION CONTROL, SODDING AND SEEDING	L.S.	1	4743.75	\$4743.75
TRAFFIC CONTROL	L.S.	1	500	\$500. ⁰⁰
TOTAL ADD ALTERNATE #1				\$188,301. ⁹¹

✓ 33016.92
✓ 25641.18

188,298.27

Add Alternate #2

Bid Items	Units	Estimated Quantities	\$/Units	Total
4" CONCRETE SIDEWALK	S.Y.	1185	50.93	\$60,352.05
4" CONCRETE SIDEWALK AROUND FIELDS	S.Y.	1,775	50.93	\$90,400.75
2" ASPHALTIC CONCRETE SURFACE	S.Y.	-2,960	6.00	\$(17,760. ⁰⁰)
4" ASPHALT BASE	S.Y.	-2,960	7.00	\$(20,720. ⁰⁰)
TOTAL ADD ALTERNATE #2				\$112,272.80 ✓

**BID PROPOSAL FORM E - RFP 22-386-201
CONTINUED**

Company Name Sands Construction LLC

By 
Authorized Person's Signature

Steve Sands - Owner
Print or type name and title of signer

Company Address _____

1284 Eisenhower Rd

Leavenworth KS 66048

Phone 913.306.4015

Fax 913.599.9216

Email Steve@sandsconstllc.com

Date 3-23-2022

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. 2

Addendum No. 3

Addendum No. _____

Addendum No. _____

Addendum No. _____



LATE BIDS CANNOT BE ACCEPTED!



RAYMORE

come home to more

PROPOSAL TABULATION

WEST HAWK RIDGE PARK IMPROVEMENTS

03/16/22 10:00 a.m.

CONTRACTOR NAME	Total Base Bid	BID BOND	E-VERIFY	ADDENDUM
1 <u>Alpha K1 Corp.</u>	<u>576939.50</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2 <u>Parthiv Innovations</u>	<u>558401.00</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3 <u>Pumstone</u>	<u>682996.00</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4 <u>Sandy Construction</u>	<u>480070.31</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
5 _____	_____	_____	_____	_____
6 _____	_____	_____	_____	_____
7 _____	_____	_____	_____	_____
8 _____	_____	_____	_____	_____
9 _____	_____	_____	_____	_____
10 _____	_____	_____	_____	_____

WITNESS: Kenn Dwyer

WITNESS: Mariah Miller

WITNESS: John Parks



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: April 26, 2022

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

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

TITLE / ISSUE / REQUEST

Bill 3714 - Budget Amendment, West Hawk Ridge Park Improvements

STRATEGIC PLAN GOAL/STRATEGY

Goal 1.2.1: Create a physical environment that inspires a sense of pride.

FINANCIAL IMPACT

Award To:

Amount of Request/Contract: \$52,200

Amount Budgeted:

Funding Source/Account#: Fund 47-38-8430-0000

PROJECT TIMELINE

Estimated Start Date

Estimated End Date

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Parks and Recreation Board

Date: April 26, 2022

Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

REVIEWED BY:

[Empty box for signature]

BACKGROUND / JUSTIFICATION

The 2020 No Tax Increase Bond Issue called for improvements on the west side of Hawk Ridge Park.

In February, staff advertised a request for proposals for improvements that included a new parking lot, exercise trail around the soccer fields, permanent port a pot structure, water fountain and irrigation access.

Although the contract for construction services came in under our budget of \$500,000, other expenses that include project design, geotech services, construction documents and bidding services exceeds the budget.

Project Budget:	\$500,000.00
Expenses:	-\$ 72,119.30
Construction:	-\$480,070.85
Total:	-\$52,190.15

Staff is requesting a budget amendment of \$52,200.00 to fully finance the project and proceed with construction. This amendment is requested from the Parks GO Bond funds, \$80,000 is currently unallocated towards specific projects and available to use for Parks GO Bond projects.

Staff requests approval of the budget amendment.

BILL 3714

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2021 CAPITAL BUDGET.”

WHEREAS, the 2020 General Obligation Bond issue includes improvements on the west side of Hawk Ridge Park; and

WHEREAS, improvement projects on the west side of Hawk Ridge Park exceed the budgeted amount; and

WHEREAS, the 2020 General Obligation Bond issue for park projects has \$80,000 of unallocated funds; and

WHEREAS, staff recommends amending the FY 2021 Capital Budget to allocate \$52,200 from the Parks General Obligation Bonds to fully finance the West Hawk Ridge Park project.

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

Section 1. The City Manager is authorized to amend the 2021 Capital Improvement Budget as follows:

Fund	Budgeted	Amended	Change
2021 Park GO Bond Fund	\$500,000	\$560,000	\$52,200

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 9TH DAY OF MAY 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF MAY, 2022, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III

Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: April 26, 2022

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

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

TITLE / ISSUE / REQUEST

Bill 3718 - Award of Contract, Pond and Lake Management

STRATEGIC PLAN GOAL/STRATEGY

Goal 1.2.1: Create a physical environment that inspires a sense of pride.

FINANCIAL IMPACT

Award To:	Aquatic Control, Inc.
Amount of Request/Contract:	\$23,401.00
Amount Budgeted:	\$31,132.00
Funding Source/Account#:	25-25-7320-1250 / 46-00-7320-0000

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
June 2022	December 2022

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks and Recreation Board
Date:	April 26, 2022
Action/Vote:	

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
Bid documents

REVIEWED BY:

[Empty box for signature]

BACKGROUND / JUSTIFICATION

The Parks & Recreation Department maintains Recreation Park Pond and Johnston Lake. This contract manages the chemical treatment at both locations including the fountain maintenance at Recreation Park Pond and light trash maintenance at Johnston Lake. In addition, the selected vendor will work with the Missouri Department of Conservation on the biological well being of the fish to ensure safe and free recreational fishing in the City and the maintenance provider for the fountain at Johnston Lake.

The current contract expires at the end of April 2022. In January, staff sent out a request for proposal for these services. The RFP offered a shortened contract with the option to renew for an addition two - one year terms. The shortened term will expire in December 2022, realigning the contract services to coincide with the dormant season and calendar year. The option for years two and three will be full twelve month contracts.

Staff received two proposals. Both proposals qualified as complete bids,

Aquatic Control LLC
Solitude Lake Management

Aquatic Control LLC is found to be the lowest, best bid.

BILL 3718

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE MISSOURI, APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH AQUATIC CONTROL, INC. TO PROVIDE POND AND LAKE MANAGEMENT SERVICES.”

WHEREAS, the Parks and Recreation Department manages Recreation Park Pond and Johnston Lake at Hawk Ridge Park, and;

WHEREAS, the staff publicly advertised and bid for pond and lake management services, and;

WHEREAS, Staff reviewed the proposals submitted and found that Aquatic Control, Inc. was the lowest and best of the proposals submitted.

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 a guaranteed pricing contract with Aquatic Control, Inc. for pond and lake management services in the amount of \$23,401.00.

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 9TH DAY OF MAY, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF MAY, 2022, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen

Councilmember Burke, III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CONTRACT

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Lake & Pond Management

Agreement made this _____ day of _____, 2022, between Aquatic Control Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 2500 S. Spoede Ln., Truesdale, Missouri 63380, 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 _____, 2022 and coincidental with the Mayor's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I THE WORK

Contractor agrees to perform all work and provide all materials/supplies as specified in RFP # 22-011 and the Standard Contract Terms and Conditions in Appendix B, 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 RFP # 22-011 and the Scope of Services attached as Appendix A,

including insurance 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 TERM

Contractor agrees to perform Lake and Pond Management services as prescribed in the RFP document. This contract is for services provided in a one year period beginning June 1, 2022 and ending December 31, 2022. This term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

ARTICLE III GUARANTEED PRICING CONTRACT

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

ARTICLE IV CONTRACT PAYMENT

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

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

In the event of the Contractor's failure to perform any of the duties as specified in this contract, attachments, and addendums, or to correct an error within the time stipulated and agreed upon by both parties, the City shall have the right of non payment for services not rendered.

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

ARTICLE V INSURANCE REQUIREMENTS

Contractor shall provide a certificate of insurance to the City before commencing the work described in the scope of services in the amounts listed in the Standard Contract Terms and Conditions. Contractor shall provide workers compensation insurance, as required by local, state and federal authority, to cover himself, employees and/or agents employed at his direction.

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

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

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

ARTICLE VII RESPONSIBILITIES

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

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

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

All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site will meet the minimum requirements of Occupational Safety Health Administration and related federal, state, county, and city regulations.

All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

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

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

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

ARTICLE VIII
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 by telephone or in writing. If the Contractor fails to correct any default after notification of such defaults, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice.

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

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

ARTICLE IX
ARBITRATION

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third party to arbitrate the issue. Resolution of the issue will be binding upon both parties.

ARTICLE X
WARRANTY

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

ARTICLE XI
AFFIDAVIT of WORK AUTHORIZATION

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

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

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

Department of Homeland Security – Verification Division.

ARTICLE XIII
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)

Company Name

By: _____

Title: _____

Attest: _____

APPENDIX A

SCOPE OF SERVICES

SCOPE OF SERVICES:

The following scope of work is a guide for the services desired at each location specifically.

RECREATION PARK POND



Pond Algae Control:

1. Rec Park Pond will be inspected on a ***two (2) times per month*** basis during the months of ***March through November***, and on a ***one (1) time per month*** basis during the months of ***December through February***.
2. Any algae found in the Rec Park Pond with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of

service.

Aquatic Weed Control:

1. Rec Park Pond will be inspected on a **two (2) times per month** basis during the months of **March through November**, and on a **one (1) time per month** basis during the months of **December through February**.
2. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species.
4. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

1. Shoreline areas will be inspected on a **two (2) times per month** basis during the months of **March through November**, and on a **one (1) time per month** basis during the months of **December through February**.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond area shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Biological Augmentation:

1. Rec Park Pond will be inoculated with a combination of Beneficial Aerobic Bacteria, Enzymes, and other microbial or natural nutrient binding and limiting products as required for the proper maintenance of the pond(s) once the sustained water temperature reaches approximately 55 degrees.
2. Rec Park Pond will receive maintenance rate applications of Beneficial Aerobic Bacteria, Enzymes, and other microbial products throughout the contract period, or until such time as the sustained water temperature drops below 50 degrees.
3. Application of Beneficial Aerobic Bacteria, Enzymes, and other microbial products are made for the purpose of metabolizing excess nutrients in the

water and digesting organic matter and bottom sludge, thus removing the primary cause of algae and preventing future algae growth.

4. Reduction in the amount of organic matter and bottom sludge in the pond will also help to extend the overall life of the pond and reduce the amount of maintenance dredging required to maintain the functionality of the pond.

Pond Dye:

1. **Pond Dye** will be applied to the pond(s) on a **one (1) time per month** basis. A combination of blue and/or black dye will be used as required to maintain a dark natural water color.

Fountain Maintenance Service:

1. Company will service the fountain on a **one (1) time per month basis** during the months of **March through November** on a once per month basis as follows:
 - Perform Amp test on the motor to verify appropriate amp load.
 - Check incoming and outgoing Voltage.
 - Test Motor GFCI Protection Breaker.
 - Test Contactor (starter).
 - Test motor overload protection to make sure it is set and functioning properly.
 - Check fuses.
 - Make sure all wires, breakers, and other electronic parts are securely attached
 - Check timer and set as needed.
 - Test Lighting GFCI breaker in the control panel to make sure it is operating properly. Check lighting timer and set as needed.
2. If the fountain or lights are not visibly operating properly, or malfunctioning in any way as determined by the diagnostic checks specified above, the Company will further perform the following:
 - Perform ohm test to cable to test for any shorts or resistance in the power cable between the control panel and the motor.
 - Inspect motor shaft to make sure it is not bent and that it is turning smoothly and quietly.
 - Inspect propeller or impeller (*depending on what type unit*) and diffuser plate (*if present*) to make sure they are tightly attached and not bent or damaged in any way.
 - Clean fountain's debris screen nozzle, shaft, and pump chamber ensure proper water flow.
 - Clean all lighting lens covers.
 - Check each light and replace lamps that have burnt out.
 - Replace any seals on light housing which are leaking.
3. All replacement parts required for proper maintenance of the fountains and the additional labor required to replace these parts as needed will be billed as an additional charge.

4. All lights, seals, other replacement parts, and labor required for light replacements will be billed as an additional charge.
5. All necessary repairs (parts & labor) covered by warranty will be performed at no additional charge to the Customer.
6. Any significant problems or malfunctions that are discovered during the maintenance service that are not able to be repaired during that service, which are no longer under warranty, and that will require significant additional labor and/or parts, will be written up and submitted to the Customer for his / her approval prior to proceeding with the work.
7. All fountain work will be performed by factory certified service and repair technicians.

JOHNSTON LAKE



Lake Algae Control:

1. Johnston Lake will be inspected on a ***two (2) times per month*** basis during the months of ***March through November***, and on a ***one (1) time per month*** basis during the months of ***December through February***.
2. Any algae found in the Johnston Lake with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Monthly Trash Removal:

1. Trash and light debris will be removed from Johnston Lake with each service and disposed off site.
 - a. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee.
 - b. Routine trash and debris removal services are for the Johnston Lake area only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.
 - c. Public access areas 1, 2 and 3 should be maintained at the highest level. Expectations include no visible trash/debris upon each monthly inspection.
 1. Amphitheater / Boardwalk area
 2. Pedestrian Bridge and south shoreline
 3. Fishing Dock and west parking lot shoreline

Six Month Trash Removal:

1. Every 6 months (April and October) an extensive lake trash/debris service will be conducted extending out approximately 30ft from the shoreline or public access areas.
 - d. Coordination with the Parks Department on date of service is expected to avoid any conflicts of events or programming at Hawk Ridge Park.

Other Services:

1. Pond Dye will not be applied in Johnston Lake
2. Fountain maintenance at Johnston Lake is maintained through separate services and not affiliated with this contract.
3. Other application services not listed in Johnston Lake scope of work but utilized at Recreation Park Pond are contracted through the Missouri Department of Conservation.

GENERAL REQUIREMENTS

Service Reporting:

1. Company will provide a monthly service report detailing all of the work performed as part of this contract.

General Qualifications:

1. Company is a licensed pesticide applicator in the state of Missouri
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state of Missouri.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

Community Assistance Program - MO Department of Conservation:

Both Recreation Park Pond and Johnston Lake are part of the Missouri Department of Conservation's Community Assistance Program and are monitored and regularly stocked for free public fishing and recreational access. Some services are maintained through the CAPS agreement. The Selected contractor will be required to cooperate with the Missouri Department of Conservation on the management of both Recreation Park Pond and Johnston Lake.

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 Parks Director or their authorized representative. The Contractor shall not comply with requests and/or orders issued by an unauthorized individual. The Parks 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

Contractor agrees to perform Lake & Pond Management services as prescribed in the RFP document. This contract is for services provided in an eight month (8 month) period beginning May 1, 2022 and ending December 31, 2022. This term shall automatically extend for two additional one-year (12 month) periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

C. Insurance

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

1. General Liability

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

Minimum Limits - General Liability:

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

2. Excess/Umbrella Liability

- \$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.

G. *Invoicing and Payment*

The Contractor shall submit invoices, in duplicate, for services outlined above in the scope of services. Invoices to be paid within 30 days of receipt.

H. *Cancellation*

The City of Raymore reserves the right to cancel and terminate this contract in part or in whole without penalty upon 60 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 Parks Director, or 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 Parks 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. *Permits*

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.

P. *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.

Q. *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.

R. *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 22-011

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Mike Whitacre having authority to act on behalf of (Company name) Aquatic Control, Inc. do hereby acknowledge that (Company name) Aquatic Control, 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: Aquatic Control, Inc.

ADDRESS: 2500 S. Spoede Ln.
Street

ADDRESS: Truesdale MO 63380
City State Zip

PHONE: 636-456-7008

E-MAIL: mikew@aquaticcontrol.com

DATE: 3-8-22 (Month-Day-Year) Mike Whitacre Missouri Office Manager Signature of Officer/Title

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

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

- MBE (Minority Owned Entethe Cityise)
- WBE (Women Owned Entethe Cityise)
- Small Business

PROPOSAL FORM B

RFP 22-011

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 22-011

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

COMPANY NAME	City of Kirksville MO
ADDRESS	201 S. Franklin St. Kirksville MO 63501
CONTACT PERSON	Glen Balliew
CONTACT EMAIL	gballiew@kirksvillecity.com
TELEPHONE NUMBER	660-956-2318
PROJECT, AMOUNT AND DATE COMPLETED	\$29,150.00 4-15-2021

COMPANY NAME	City of St. Peters MO
ADDRESS	PO Box 9 St. Peters MO 63376
CONTACT PERSON	Jay Bergeron
CONTACT EMAIL	jbergeron@stpetersmo.net
TELEPHONE NUMBER	636-477-6600 x1384
PROJECT, AMOUNT AND DATE COMPLETED	\$40,537.00 9-30-2021

COMPANY NAME	Shawnee County Parks and Rec
ADDRESS	3137 Southeast 29 th St. Topeka KS 66605
CONTACT PERSON	Tom Hammer
CONTACT EMAIL	tom.hammer@snco.us
TELEPHONE NUMBER	785-251-6863
PROJECT, AMOUNT AND DATE COMPLETED	\$91,806.00 6-9-2020

COMPANY NAME	St. Charles Parks and Recreation
ADDRESS	1900 W. Randolph St. St Charles MO 63301
CONTACT PERSON	Chris Atkinson
CONTACT EMAIL	chris.atkinson@stcharlesparks.com
TELEPHONE NUMBER	636-949-3372
PROJECT, AMOUNT AND DATE COMPLETED	\$9342.96 9-30-2021

COMPANY NAME	Lake Forest Community
ADDRESS	511 Woodlake Dr. Louisville KY 40245
CONTACT PERSON	Kim Brice
CONTACT EMAIL	kim@lakeforestky.com
TELEPHONE NUMBER	502-245-5253
PROJECT, AMOUNT AND DATE COMPLETED	\$26,366.33 10-26-21

State the number of Years in Business: 56

State the current number of personnel on staff: 60

PROPOSAL FORM D

RFP 22-011

Proposal of Aquatic Control, 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 proposes and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 22-011- Pond.

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. 22-011

Lake and Pond Management

Recreation Park Pond (1011 South Madison)

1.21 Acres

Service	Description	Unit Price	Price per Month
Pond Algae Control	two times per month (March - November)	200	400
Pond Algae Control	one time per month (December - February)		200
Aquatic Weed Control	two times per month (March - November)	226	454
Aquatic Weed Control	one time per month (December - February)		226
Shoreline Weed Control	two times per month (March - November)	42	84
Shoreline Weed Control	one time per month (December - February)		0
Biological Augmentation	As described in the scope of work		312
Pond Dye	As described in the scope of work		75
Fountain Maintenance Service	As described in the scope of work		138

\$11,716.00 8 Month Total
\$13,742.00 12 Month Total

Johnston Lake (701 Johnston Parkway)

13.5 Acres

Service	Description	Unit Price	Price per Month
Lake Algae Control	two times per month (March - November)	704	1408
Lake Algae Control	one time per month (December - February)		704
Monthly Trash Removal	As described in the scope of work		125
Six Month Trash Removal	As described in the scope of work		250

\$11,685 8 Month Total
\$16,534 12 Month Total

**BID PROPOSAL FORM E – RFP 22-011
CONTINUED**

**City of Raymore
Lake & Pond Management
Bid Summary**

Company Name Aquatic Control, Inc.

Total of both addresses for Project Number: 22-011

8 Month Contract Total:

\$ 23,401.⁰⁰
In the blank above insert numbers for the sum of the bid.

(\$ Twenty three thousand four hundred and one
In the blank above write out the sum of the bid. dollars and ⁰⁰/₁₀₀

12 Month Contract Total:

\$ 30,276.⁰⁰
In the blank above insert numbers for the sum of the bid.

(\$ Thirty thousand two hundred seventy six dollars
In the blank above write out the sum of the bid. and ⁰⁰/₁₀₀

**BID PROPOSAL FORM E – RFP 22-011
CONTINUED**

Company Name Aquatic Control, Inc.

By Michael Whitacre
Authorized Person's Signature

Michael Whitacre - MO office manager
Print or type name and title of signer

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. _____

Addendum No. _____

Company Address 2500 S. Spoede Ln.

Addendum No. _____

Truesdale MO 63380

Addendum No. _____

Addendum No. _____

Phone 636-456-7008

Addendum No. _____

Fax _____

Email Mike W@aquaticcontrol.com

Date 3-8-2022

LATE BIDS CANNOT BE ACCEPTED!

E-Verify



Company ID Number: 303684

Approved by:

Employer Aquatic Control, Inc.	
Name (Please Type or Print) Carol S Hayden	Title
Signature Electronically Signed	Date 02/12/2010
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/12/2010

E-Verify



Company ID Number: 303684

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Aquatic Control, Inc.
Company Facility Address	418 W State Rd 258 Seymour, IN 47274
Company Alternate Address	PO Box 100 Seymour, IN 47274
County or Parish	JACKSON
Employer Identification Number	351263215
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	3



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: April 26, 2022

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

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

TITLE / ISSUE / REQUEST

Bill 3719 - Award of Contract, Centerview Detention Area Design

STRATEGIC PLAN GOAL/STRATEGY

Goal 1.2.1: Create a physical environment that inspires a sense of pride.

FINANCIAL IMPACT

Award To:	McClure Engineering Company
Amount of Request/Contract:	\$29,200.00
Amount Budgeted:	\$1,200,200.00
Funding Source/Account#:	Fund 47-38-8430-0000

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
June 2022	April 2023

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks and Recreation Board
Date:	April 26, 2022
Action/Vote:	

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

[Empty signature box]

BACKGROUND / JUSTIFICATION

The 2020 No Tax Increase Bond Issue called for a phase two in order to complete the final improvements at Centerview. Part of the improvements included redesigning and enhancing the view of Raymore's premier event space, while improving the stormwater functions of the property.

Staff is requesting Council to award a contract for design services to convert the stormwater detention areas behind Centerview into an adaptive area specifically designed to utilize native plantings that will assist in filtration of stormwater, serve as a pollinator garden attracting monarch butterflies and provide a plan for public education showcasing the benefits of the project while creating a beautiful space around Centerview.

In accordance with the City's Purchasing Policy, staff issued a Request for Qualifications to Engineering firms. One firm submitted a response: McClure Engineering Company. Per the City's policy when a single bidder responds to a project, the company was vetted and interviewed to ensure compliance with comparable costs and services.

BILL 3719

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MCCLURE ENGINEERING COMPANY FOR THE CENTERVIEW DETENTION AREA DESIGN PROJECT IN THE AMOUNT OF \$29,200.00.”

WHEREAS, the 2020 No Tax Increase Bond Issue included improvements at Centerview, and;

WHEREAS, staff competitively bid the improvement project in the stormwater detention area at Centerview, and:

WHEREAS, McClure Engineering Company is the best, most responsive bid.

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 McClure Engineering Company for improvements to the Centerview detention basin area.

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 9TH DAY OF MAY, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF MAY, 2022, BY THE FOLLOWING VOTE:

- Councilmember Abdelgawad
- Councilmember Barber
- Councilmember Berendzen
- Councilmember Burke III
- Councilmember Circo
- Councilmember Holman
- Councilmember Townsend
- Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR PROFESSIONAL SERVICES

Centerview Detention Area Design

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this _____, 2022 between McClure Engineering Company, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 1700 Swift Street, Suite 100, North Kansas City, MO 64116, hereafter referred to as the **Consultant**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

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

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

This contract is effective as of _____ 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

Consultant agrees to perform all work and provide all deliverables as specified in and according to the Request for Qualifications/Quote RFQu #22-372-301 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. Consultant agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within RFQu # 22-372-301 including insurance

and termination clauses as needed or required. The work as specified in Appendix A, may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

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

ARTICLE III CONTRACT SUM AND PAYMENT

The City agrees to pay the Consultant, \$29,200 which is "not to exceed" \$29,200 dollars for completion of the work, subject to the provisions herein set. The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENT

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

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

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

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

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

ARTICLE VI RESPONSIBILITIES

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

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

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

Consultant will supervise and direct the work performed, and shall be responsible for his employees. Consultant will also supervise and direct the work performed by sub-Consultants and their employees and be responsible for the work performed by sub-Consultants hired by the Consultant.

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

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

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

ARTICLE VII TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, certified facsimile or email. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or e-mail.

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

ARTICLE VIII CONTRACT DISPUTES AND MEDIATION

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

ARTICLE IX WARRANTY

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

Consultant warrants that the goods shall be delivered free of the rightful claim of any third person by way of non-payment on the part of the Consultant for any tools and equipment in use or materials used and consumed on City property in completion of this agreement, and if City receives notice of any claim of such infringement, it shall, within ten [10] days, notify Consultant of such claim. If City

fails to forward such notice to Consultant, it shall be deemed to have released Consultant from this warranty as to such claim.

ARTICLE X
AFFIDAVIT of WORK AUTHORIZATION

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

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

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

ARTICLE XI
ENTIRE AGREEMENT

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

SEAL)

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

SEAL)

MCCLURE

By: _____

Title: _____

Attest: _____

Appendix A
Scope of Services

4/5/2022

Nathan Musteen
Director of Parks and Recreation, City of Raymore
100 Municipal Circle
Raymore, MO 64083

RE: Scope of Services - Centerview Detention Area Design RFQu #22-372-301

Dear Mr. Musteen,

IMAGINE a process that brings stakeholders together to envision a unique nature-based learning area. Image the wonder of a child experiencing the space as they discover birds, butterflies and different animal habitats. Image an amazing backdrop as bridal parties post social media pictures throughout all seasons. The new gardens will support the larger community more than just new and improved stormwater filtration. It is imperative that the design and installation are successful and establish high expectations for future ecological conversion projects. The landscape architects at McClure are excited to bring your vision to fruition.

The following scope outlines our approach to the project.

Survey	\$4,500
Design Development	\$8,000
<ul style="list-style-type: none">• Project information: Review pertinent project information provided by City including utility plans and supporting stormwater data.• Client Meeting: Meet with Raymore to review design ideas and discuss plant recommended.• Cost data - Prepare a preliminary estimate of probable construction costs.	
Construction Drawings	\$9,500
<ul style="list-style-type: none">• City Review and client meeting to discuss recommendations.• Update drawings incorporating DD review and prepare the following construction drawings:<ul style="list-style-type: none">o Site demolitiono Site layout & materials planso Site grading, drainage, and erosion control planso Enlarged site plans and site construction detailso Updated cost estimate with quantities for all scope itemso 32900 Planting Specifications• Signage Design – Coordinate signage design with a local sign manufacturer.• Cost Estimate - Revise the Preliminary Opinion of Probable Construction Costs. The costs will be based on quantity takeoffs of the completed plans.• Maintenance Plan - A two-year maintenance plan will be provided as Section 4 of the 32900 Planting Specifications. Within this section, maintenance requirements will be written describing the contractor’s monthly requirements with signature boxes for client representative initialing. This confirms work is completed prior to post-construction maintenance payments being issued.	

Bidding Phase.....\$2,100

We will assist the City with assembling a list of qualified bidders, spreading the word about bid request, and answer questions of bidders prior to the bid date. We will attend a pre-bid meeting with staff to review the project with potential bidders. We will assist the Client with review of bid qualification.

Construction Administration.....\$4,100

During the construction phase of the project, we will provide limited construction administration services. Below is a summary of scope.

- Process Materials Submittals, Substitution Requests, Change Orders, and other necessary documentation.
- We will review pay applications in comparison to work in progress.
- Attend a site visit to approve site grading prior to installation, attend four (4) site visits during shrub/grass installation (about weekly) to observe construction progress and conformance with design intent and construction documents.
- Provide quick resolution to any conflicts that may occur during construction with the goal of maintaining design integrity and project schedule.
- Process punch lists and project closeout documentation.

Post Construction Warranty Review.....\$1,000

- 11-Month Landscape Warranty Walk (about May 15, 2024)

City Responsibilities:

- Present findings at Parks Board and City Council Meeting(s)
- Provide front end documents/contracts for bidding

Reimbursable Expenses: In addition to the design fees above McClure will be reimbursed for expenses for the design and construction administration of the project including printing and mileage for a maximum of \$500.

Additional Services:

Presentations to the parks board, city council and residents of Raymore are not expected but could be completed. In addition, colored renderings or presentation creation (PowerPoints) are not expected, but possible upon request. If Design Development drawings need to be changed more than 30% after the design development/first cost estimate is submitted for review, additional services for these substantial changes will be required.

Schedule:

May 15 -	Notice to Proceed
July 15 -	End Design Development / Start Construction Drawings
August 3 -	Complete Construction Drawings
September -	Bidding
October -	Contractor Negotiation
November -	Notice to Proceed – demolition, tree installation
April 15 – May 15, 2023 -	Shrub and grass installation
May 30, 2023 -	Substantial Completion
June 15, 2023 -	Final Completion

Our team is ready to take on this exciting challenge and implement the vision of the City. We look forward to your favorable response.

Best Regards,

A handwritten signature in blue ink that reads "Jim Schuessler". The signature is fluid and cursive, with the first name "Jim" being larger and more prominent than the last name "Schuessler".

JIM SCHUESSLER, FASLA
PROJECT MANAGER + POINT OF CONTACT
O: 816.756.0444 C: 913.669.7271
jschuessler@mcclurevision.com

Appendix B General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

Award of this contract is anticipated prior to the end of May, with final design completed within 60 days.

C. *Insurance*

The Consultant 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 Consultant, its agents, representatives, employees or sub consultants. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. Claims made on policies must be enforce or that coverage purchased for three (3) years after contract completion date.

1. General Liability

Owners and Protective Liability.

Minimum Limits

General Liability:

\$2,000,000 Each Occurrence Limit

D. *Hold Harmless Clause*

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

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

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

G. *Invoicing and Payment*

The Consultant shall submit invoices, in duplicate, for services outlined above in the scope of services under Appendix A.

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 Consultant. Any contract cancellation notice shall not relieve the Consultant of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

I. *Contractual Disputes*

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

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

City decision shall be final unless the Consultant appeals within thirty (30) days by submitting a written letter of appeal to the Finance Director, or his designee.

The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

At the conclusion of each job order, the Consultant shall demonstrate to the Public Works Director or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Consultant at the Consultant's sole expense prior to final acceptance of work, and normal 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 Consultant shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

O. *Permits*

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

P. *Release of Information*

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

Q. *Rejection of Bids*

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

R. *Affidavit of Work Authorization and Documentation:*

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

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

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



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: April 26, 2022

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

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

TITLE / ISSUE / REQUEST

Resolution 22-15 - Festival in the Park Memorandum of Understanding

STRATEGIC PLAN GOAL/STRATEGY

1.1.4 Create signature events and amenities in our community.

FINANCIAL IMPACT

Award To:	Festival in the Park (In-Kind Services)
Amount of Request/Contract:	\$4,500
Amount Budgeted:	\$5,000
Funding Source/Account#:	25-25-4901-0000

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
Sept. 22, 2022	Sept. 24, 2022

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks and Recreation Board
Date:	April 26, 2022
Action/Vote:	

LIST OF REFERENCE DOCUMENTS ATTACHED

2022 Memorandum of Understanding (Signed)

REVIEWED BY:

BACKGROUND / JUSTIFICATION

The Raymore Festival in the Park is an annual event held in Raymore's Memorial Park. The three-day event includes carnival rides, vendor booths and various activities for the benefit of the residents of Raymore and surrounding areas.

The attached memorandum of understanding outlines the partnership of services, materials and public land offered by the City as an in-kind contribution to the Festival in the Park.

The MOU is reviewed and approved each year between the Parks and Recreation Board and the Festival Committee outlining the in-kind services and park usage. The Festival MOU document is presented to the Council for approval.

RESOLUTION 22-15

“A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF RAYMORE AND THE FESTIVAL IN THE PARK, INC. COMMITTEE FOR THE 2022 FESTIVAL IN THE PARK EVENT.”

WHEREAS, the Festival in the Park is an annual event held in the Raymore Memorial Park; and

WHEREAS, the City provides staff to support the festival as an in-kind contribution to the Raymore Festival in the Park, Inc.; and

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

Section 1. The City of Raymore and the Festival in the Park, Inc. Committee agree to the Memorandum of Understanding attached as Exhibit A.

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

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

DULY READ AND PASSED THIS 9TH DAY OF MAY, 2022, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



MEMORANDUM OF
UNDERSTANDING





**Festival in the Park - 2022
September 22, 23 & 24**

MEMORANDUM OF UNDERSTANDING

Between: Raymore Parks and Recreation
And: Festival in the Park, Inc.
Date: April 28, 2022
Re: Raymore Festival in the Park Operations 2022



The Raymore Festival in the Park is an annual event held in Raymore's Memorial Park. Since the event will be held on City property in Memorial Park and the Festival in the Park organizers have expressed an interest in using the services of certain city staff for the event, both parties recognize the need to document in writing certain specific details of the relationship between the two organizations. The City of Raymore through the Raymore Parks and Recreation Department (City) and the Raymore Festival in the Park, Inc. (RFIPI), agree that this Memorandum of Understanding shall be the agreement under which both parties will operate in concert to provide the city-wide special event that benefits the residents of Raymore.

1. City Contribution

The City Council has determined that the Festival in the Park is a unique event of public interest and importance such that an in-kind contribution of park staff labor, electrical service, and park license fee of up to \$4,500 is found to be justified and in the best interests of the citizens of Raymore and is authorized as a material term of this Memorandum of Understanding to preserve and promote the Festival. Such contribution will be made from the General Fund of the City. For its sponsorship, the City will receive those benefits outlined in Attachment # 3.

2. Procedures for approval of this document

The RFIPI shall negotiate the following license agreement to include the reservation and use of certain areas of Memorial Park and Recreation Park, as well as several areas in the City Hall and certain services listed below. The license agreement shall be reviewed by the Park Board for recommendation to the City Council. RFIPI shall present the license agreement to the Council for approval.

3. Communication between CITY and RFIPI

Both CITY and RFIPI shall each designate a single contact person through which all contact shall be made. Requests pursuant to this license agreement and requirements of the agreement as listed in the duties and responsibilities attachments shall be made in writing.

4. The License Agreement Policy of the Park Board

The Raymore Park Board has adopted a policy for the license of City-owned facilities to outside agencies for special events. This policy ensures that the City will be reimbursed for costs related to organizational use of facilities in the amount of \$150 per day for standard special events. Standard event set up shall



include fresh mowing of the park area, daily trash servicing, and daily rest room servicing. Additional duties related to park

set up, event staffing, and post-event clean up shall be billed to organizations at a rate of \$20 per man hour for regular time, \$30 per man hour for overtime, and any additional expenses incurred as agreed upon by the Board and the organization.

5. License Agreement. The term of the 2022 license of City facilities by the RFIPI shall begin on Thursday, September 22, 2022 and end on Saturday, September 24, 2022.

The RFIPI shall have use of the following Memorial Park facilities for the term of this license (see map attached):

1. northeast parking lot and east central parking lot
2. east field
3. ball fields #1 and #2 and areas surrounding those fields
4. Lions shelter
5. West shelter
6. Concession stand
7. park areas north and west of the tennis courts
8. park areas south of the west shelter to Lucy Webb Road

RFIPI shall have license to use Recreation Park parking lot and trail area for the parade on the morning of Saturday, September 24, 2022.

A. Park Closure. At no time shall the park be closed to the public. Facilities not specifically listed in "5" above shall remain available for public use.

B. Damage to facilities or grounds. Any damage to facilities or grounds caused by the festival, ordinary wear and tear excepted, shall be charged to the organization in an amount to include supplies and man hours spent repairing said damage.

C. Compensation and Reimbursables. The amount of \$450 (\$150 daily license fee X 3 days) shall be taken from \$4,500 in-kind contribution, leaving the remainder to apply toward electrical service and park staff labor. Charges for electrical service shall be equal to the amount charged by KCPL for the meter located near the NW corner of Raymore Elementary School during the term of the license. Charges for park staff labor to perform duties listed below shall be at the rate of \$20 for regular time activities and \$30 for overtime activities.

Based on the 2021 event request, the amount of reimbursable charges is expected to be approximately \$4,000. RFIPI shall pay CITY for all services provided by CITY, if any, that exceed the City's in-kind contribution of up to \$4,500.

Duties requested by RFIPI:



1. provide trash receptacles, collect trash, dispose of trash to RFIPI provided dumpster, and clean in accordance with the following schedule:
 - Collect trash every two to three hours during the course of the event
 - Clean rest rooms every two to three hours during the course of the event
2. Provide standard City forms as required.
3. Prepare the parks for the event to include non-standard items such as set up of chairs, tables, tents, parade line up areas, boy scout areas, carnival areas, vendor booth areas with electricity, sound system and lighting under the shelter, volleyball and basketball areas, operational barriers and cones, and transporting equipment to the site.
4. Provide staff for the Sunday carnival arrival and provide staff for the three-day event to perform manual duties including set up and tear down of individual activity areas, regular trash pick up, transportation of equipment between the park and the maintenance building, coordination of the parade with the police department, and troubleshooting electrical and emergency issues.
5. Lend equipment that has traditionally been used during the festival to RFIPI by transporting it on the day needed to the event site. Equipment includes popup tents, sound systems, extension cords, power cords and junction boxes, trailers, event/activity supplies, portable basketball hoops, t-posts and streamers, and traffic cones.

D. Independent Contractor

RFIPI is an independent contractor with respect to all services performed under this license agreement. RFIPI accepts full and exclusive liability for the payment for any services or products purchased for the event and for all premiums, contributions, or taxes for worker's compensation, social security, unemployment benefits, or other benefits now or hereinafter imposed under any state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by RFIPI on work performed under the term of this license. RFIPI shall defend, indemnify, and hold harmless the City from any claims or liability for such contributions or taxes. Nothing contained in this license agreement nor any act of the City or of RFIPI shall be deemed or construed to create any third party beneficiary or principal or agent association or relationship with the City. RFIPI is not the City's agent and RFIPI has no authority to take any action or execute any documents on behalf of the City.

E. Indemnification

RFIPI shall defend, indemnify, and hold harmless the City from and against any and all claims arising out of or resulting from all acts or omissions in connection with this agreement caused in whole or in part by RFIPI or RFIPI's agents, regardless of whether or not caused in part by any act or omission including negligence of the City. RFIPI is not obliged under this section to indemnify CITY for the sole negligence of the City.

F. Insurance Requirements

RFIPI shall procure and maintain in effect throughout the duration of the license agreement insurance coverage listing the CITY as an additional insured that is not less than the types and amounts specified as follows:

1. Commercial general liability insurance: with limits of \$1,000,000 per occurrence and \$1,000,000 aggregate,



2. Worker's compensation insurance to meet statutory requirements,
3. Commercial automobile liability insurance, and
4. If applicable, professional liability insurance.

In the event that additional insurance, not specified herein, is required during the term of this agreement, CITY reserves the right to require RFIPI to provide such insurance or, if RFIPI fails to provide such insurance, to obtain such insurance at RFIPI's expense. Policies containing a self-insured retention are unacceptable to CITY and shall not be deemed to meet the insurance requirements of this agreement.

Policies may not be materially changed or cancelled during the term of this agreement without the City's prior written consent. Prior to any material change or cancellation, the City shall be given thirty (30) days advance notice by certified or registered mail to the City at the following address:

City of Raymore
Attn: Parks and Recreation Department
100 Municipal Circle
Raymore, MO 64083

Further, the City shall be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate.

RFIPI shall, by no later than **August 16, 2022**, provide the City with proof of insurance evidencing that RFIPI has met the insurance requirements of this agreement. Such insurance policies shall name the CITY as additional insured.

G. Compliance with laws

RFIPI shall comply with all federal, state and local laws, ordinances, and regulations applicable to this license agreement. RFIPI, at its own expense, shall secure all occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this license agreement. All references to "code" shall mean the City's code of ordinances, including any amendments thereto or recodification thereof.

H. RFIPI Responsibilities

See attachment #1, RFIPI's responsibilities, incorporated into this agreement.

I. Termination of Agreement

CITY may, at any time upon ten (10) days notice to RFIPI specifying the effective date of termination, terminate this agreement, in whole or in part, if RFIPI is determined by the City to be in breach of any portion of this agreement. RFIPI may terminate this agreement upon ten (10) days notice to CITY if CITY is in material breach before the end of the ten day notice period. If this agreement is terminated prior to the completion of the services to be performed hereunder, all finished or unfinished documents



and agreements prepared or obtained by RFIPI pursuant to this agreement shall become City property. If this agreement is terminated prior to the completion of the term, RFIPI shall immediately remove all property owned by it or its agents that is located on the licensed premises.

J. Defaults and Remedies

Should RFIPI be in default or breach of any provision of the agreement, CITY may terminate, suspend CITY's performance, or invoke any other legal or equitable remedy after giving RFIPI reasonable notice and opportunity to correct such default or breach.

K. Annual Report

A detailed report shall be presented to the City Council after the event.

L. Americans with Disabilities Act

RFIPI shall comply, during the course of this license agreement, with all provisions of the Americans with Disabilities Act.

M. Assignability or Subcontracting

RFIPI shall not subcontract, transfer, or assign any part or all of RFIPI's privileges, obligations, or interests without CITY's prior written approval.

N. City logo.

RFIPI shall place the City of Raymore's logo or name and title usage as set forth on attachment #2 on all festival information distributed to the public.



SIGNATURES:

President, Raymore Festival in the Park, Inc.

<u>Dan Barnes</u>	<u>Dan Barnes</u>	<u>4-20-22</u>
Printed Name	RFIPI President Signature	Date

City Manager, City of Raymore

_____	_____	_____
Printed Name	City Manager Signature	Date

Chair, Raymore Parks and Recreation Board

_____	_____	_____
Printed Name	Park Board Chair Signature	Date



RFIPI's Responsibilities

Attachment #1

1. Designate in writing a person to act as RFIPI representative with respect to this license.
2. Provide an event operations map – draft by the First week of August for City review.
3. Provide an event operations map - final including all staging and vendor booth locations by the First week of September.
4. Provide a Festival event schedule – draft by First week of August for CITY review
5. Provide a Festival event schedule – final by First week of September for CITY review
6. Coordinate and provide all advertising and promotion
7. Coordinate and provide all mailing of and postage for all flyers direct mailed
8. Accept and receipt participant registrations
9. Field event information requests
10. Contract with a carnival
11. Coordinate the carnival's pre-event inspection
12. Supply tents, tables, chairs, port-a-potties (minimum 2 plus 1 ADA accessible)
13. Provide staffing of event activities and parking areas
14. Coordinate and provide concession stand operations
15. Provide all concessions equipment and supplies
16. Clean up concession stand after the event
17. Supply any equipment not currently in the parks inventory necessary for the safe and efficient operation of the event to include: Paint, office supplies, money bags, extension cords, and any other items in the inventory of the parks that are not sufficient in number.
18. Supply electricity for carnival housing trailers
19. Coordinate event activities with RPD for overnight security, parking and parade traffic assistance
20. Coordinate with SMFPD for on-site first aid
21. Coordinate with Emergency Mgmt for emergency plan, if necessary
22. Provide all activity and event awards
23. Coordinate sales tax collection by vendors with the state
24. Include the City in the text of all waivers on activity registration forms
25. Coordinate street clean up after the parade
26. Maintain all park areas in a professional manner -No decorations or signs may be taped to any city facilities.
27. Provide 40-yard dumpster on site for daily trash collection
- 28. Communicate any changes from the 2021 festival in the park to CITY by First week of August for review and incorporation into the staffing and operational plans by the department**
29. Protect (by all means necessary) park facilities, amenities and features. This includes the Arboretum and exercise trail.



City of Raymore Name and Title Usage

Attachment #2

Guidelines

(RFIPI is responsible for adhering to the policy for use of the City logo. All questions or changes regarding the City of Raymore Name and Title Usage shall be addressed with the City Communications Department)

The City of Raymore name and title usage may be used in or in substitution of logo recognition of the significant contributions of the City. Below is the approved title usage:

In association with the City of Raymore

In cooperation with the City of Raymore

Operated in agreement with the City of Raymore

As authorized by the City of Raymore.

The Logo

The City logo may be used in addition to or in substitution of written recognition of the significant contributions of the City.

The logo is designed to reflect the City's identity, therefore it must be used correctly and consistently.



City of Raymore Sponsorship and Benefits

Attachment #3

1. All printed materials such as flyers, entry forms, posters and the like will carry the City of Raymore logo or the City's name and title usage as set forth on Attachment #2.
2. All advertising local as well as metro wide will carry the City of Raymore logo or the City's name and title usage as set forth on Attachment #2.
3. The City of Raymore will be provided booth space, at no charge, during the Festival in which to promote City activities or programs.
4. The City of Raymore will be provided the opportunity, at no charge, to enter a float in the parade.
5. A representative of the City or City Council will be invited to serve on the Festival Committee.
6. A representative of the City or City Council will be invited to serve as a goodwill ambassador in the Hospitality venue during the Festival, if such a venue is in operation.



MISCELLANEOUS ITEMS

- *March 22, 2022 - Work Session Notes*
- *Financial Report - As of March 31, 2022*



**Work Session Notes
Raymore Parks and Recreation Board**

**Tuesday, March 22, 2022
6:00pm**

**Executive Conference Room
Raymore City Hall
100 Municipal Circle
Raymore, Missouri 64083**

Members Present: Chairman Trautman; Members Casas, Collier, Manson and Mapes. Members Bartow, Clark, Scott and Cooper were absent

Director Musteen, Superintendent Gibbs and Superintendent Rulo were present.

The meeting was called to order at 6:00pm.

1. Capital Improvement Plan

Director Musteen presented the recommendation for the FY23 Capital Improvement projects and the proposed Capital Improvement plan through FY27

Musteen briefly described each project, reasoning for the placement within the plan and how projects are justified.

Discussion ensued with general questions regarding the overall capital plan.

No changes were made to the proposed plan, staff was directed to proceed with the presented projects.

2. Cass County Library Book Trail

Director Musteen relayed a request to the Board from the Cass County Library to once again place signs along the trail at Memorial Park as a story book trail. The was very pleased with last year's participation and comments and directed staff to proceed.

3. Adjournment - 6:52pm

DEPARTMENT HEAD REPORT - UNAUDITED

AS OF: MARCH 31ST, 2022

25 -PARK FUND

FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
<u>PARKS DIVISION</u>									
PROPERTY TAXES	0.00	0.00	0.00	453,391.00	4,307.71	453,584.33	0.00	(193.33)	100.04
MISCELLANEOUS	0.00	0.00	0.00	12,679.00	181.00	766.96	0.00	11,912.04	6.05
FACILITY RENTAL REVENUE	0.00	0.00	0.00	12,275.00	940.00	3,650.00	0.00	8,625.00	29.74
TRANSFERS - INTERFUND	0.00	0.00	0.00	450,000.00	37,500.00	187,500.00	0.00	262,500.00	41.67
TOTAL PARKS DIVISION	0.00	0.00	0.00	928,345.00	42,928.71	645,501.29	0.00	282,843.71	69.53
<u>RECREATION DIVISION</u>									
CONCESSION REVENUE	0.00	0.00	0.00	60,000.00	0.00	20.50	0.00	59,979.50	0.03
FACILITY RENTAL REVENUE	0.00	0.00	0.00	51,850.00	0.00	1,427.50	0.00	50,422.50	2.75
PROGRAM REVENUE	0.00	0.00	0.00	227,250.00	39,810.00	111,225.00	(85.00)	116,110.00	48.91
TOTAL RECREATION DIVISION	0.00	0.00	0.00	339,100.00	39,810.00	112,673.00	(85.00)	226,512.00	33.20
<u>CENTERVIEW</u>									
FACILITY RENTAL REVENUE	0.00	0.00	0.00	63,875.00	7,510.24	17,449.63	0.00	46,425.37	27.32
PROGRAM REVENUE	0.00	0.00	0.00	9,600.00	280.00	2,045.00	0.00	7,555.00	21.30
TOTAL CENTERVIEW	0.00	0.00	0.00	73,475.00	7,790.24	19,494.63	0.00	53,980.37	26.53
<u>RAYMORE ACTIVITY CENTER</u>									
MISCELLANEOUS	0.00	0.00	0.00	1,500.00	219.00	1,173.00	0.00	327.00	78.20
CONCESSION REVENUE	0.00	0.00	0.00	4,000.00	0.00	(6.00)	0.00	4,006.00	0.15
FACILITY RENTAL REVENUE	0.00	0.00	0.00	24,825.00	3,150.00	4,490.00	0.00	20,335.00	18.09
PROGRAM REVENUE	0.00	0.00	0.00	197,590.00	8,673.50	29,975.50	(170.00)	167,784.50	15.08
TOTAL RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	227,915.00	12,042.50	35,632.50	(170.00)	192,452.50	15.56
TOTAL REVENUES	0.00	0.00	0.00	1,568,835.00	102,571.45	813,301.42	(255.00)	755,788.58	51.82
<u>EXPENDITURE SUMMARY</u>									
PARKS DIVISION	192.00	0.00	192.00	892,337.50	82,144.80	338,733.35	13,152.77	540,451.38	39.43
RECREATION DIVISION	0.00	0.00	0.00	340,763.50	25,972.33	107,673.41	13,704.12	219,385.97	35.62
CENTERVIEW	125.00	125.00	0.00	96,106.00	5,104.61	23,197.14	1,110.99	71,797.87	25.29
RAYMORE ACTIVITY CENTER	699.75	699.75	0.00	233,382.50	17,809.12	81,278.42	4,245.80	147,858.28	36.65
TOTAL EXPENDITURES	1,016.75	824.75	192.00	1,562,589.50	131,030.86	550,882.32	32,213.68	979,493.50	37.32
REVENUES OVER/(UNDER) EXPENDITURES	(1,016.75)	824.75	(192.00)	6,245.50	(28,459.41)	262,419.10	(32,468.68)	(223,704.92)	3,681.86

DEPARTMENT HEAD REPORT - UNAUDITED

AS OF: MARCH 31ST, 2022

25 -PARK FUND
REVENUES

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
NON-DEPARTMENTAL									
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<u>MISCELLANEOUS</u>									
<u>TRANSFERS - INTERFUND</u>									

PARKS DIVISION

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<u>PROPERTY TAXES</u>									
25-4010-0000 REAL ESTATE PROPERTY TAX	0.00	0.00	0.00	384,137.00	1,713.70	382,018.29	0.00	2,118.71	99.45
25-4020-0000 PERSONAL PROPERTY TAX	0.00	0.00	0.00	69,254.00	2,594.01	71,566.04	0.00	(2,312.04)	103.34
TOTAL PROPERTY TAXES	0.00	0.00	0.00	453,391.00	4,307.71	453,584.33	0.00	(193.33)	100.04

<u>MISCELLANEOUS</u>									
25-4340-0000 REFUNDS & REIMBURSEMENTS	0.00	0.00	0.00	0.00	100.00	100.00	0.00	(100.00)	0.00
25-4350-0000 INTEREST REVENUE	0.00	0.00	0.00	11,500.00	81.00	666.96	0.00	10,833.04	5.80
25-4370-0000 MISCELLANEOUS REVENUE	0.00	0.00	0.00	1,179.00	0.00	0.00	0.00	1,179.00	0.00
TOTAL MISCELLANEOUS	0.00	0.00	0.00	12,679.00	181.00	766.96	0.00	11,912.04	6.05

<u>FACILITY RENTAL REVENUE</u>									
25-4710-0000 PARK RENTAL FEES	0.00	0.00	0.00	12,275.00	940.00	3,650.00	0.00	8,625.00	29.74
TOTAL FACILITY RENTAL REVENUE	0.00	0.00	0.00	12,275.00	940.00	3,650.00	0.00	8,625.00	29.74

<u>TRANSFERS - INTERFUND</u>									
25-4901-0000 TRANSFER FROM GENERAL FUN	0.00	0.00	0.00	100,000.00	8,333.33	41,666.65	0.00	58,333.35	41.67
25-4947-0000 TRANSFER FROM PARK SALES	0.00	0.00	0.00	350,000.00	29,166.67	145,833.35	0.00	204,166.65	41.67
TOTAL TRANSFERS - INTERFUND	0.00	0.00	0.00	450,000.00	37,500.00	187,500.00	0.00	262,500.00	41.67
TOTAL PARKS DIVISION	0.00	0.00	0.00	928,345.00	42,928.71	645,501.29	0.00	282,843.71	69.53

RECREATION DIVISION

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<u>PROPERTY TAXES</u>									
<u>MISCELLANEOUS</u>									
<u>CONCESSION REVENUE</u>									
26-4700-0000 CONCESSION	0.00	0.00	0.00	60,000.00	0.00	20.50	0.00	59,979.50	0.03
TOTAL CONCESSION REVENUE	0.00	0.00	0.00	60,000.00	0.00	20.50	0.00	59,979.50	0.03

DEPARTMENT HEAD REPORT - UNAUDITED

AS OF: MARCH 31ST, 2022

25 -PARK FUND

REVENUES

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>FACILITY RENTAL REVENUE</u>									
26-4710-0000 RENTAL FEES	0.00	0.00	0.00	51,850.00	0.00	1,427.50	0.00	50,422.50	2.75
TOTAL FACILITY RENTAL REVENUE	0.00	0.00	0.00	51,850.00	0.00	1,427.50	0.00	50,422.50	2.75
<u>PROGRAM REVENUE</u>									
26-4715-1600 PROGRAM - LEAGUE MISC	0.00	0.00	0.00	19,500.00	4,610.00	18,875.00	0.00	625.00	96.79
26-4715-1610 PROGRAM - BASEBALL/SOFTBA	0.00	0.00	0.00	85,250.00	24,375.00	40,945.00	(85.00)	44,390.00	47.93
26-4715-1615 PROGRAM - BASKETBALL	0.00	0.00	0.00	0.00	0.00	2,855.00	0.00	(2,855.00)	0.00
26-4715-1620 PROGRAM - SOCCER	0.00	0.00	0.00	70,000.00	5,995.00	32,710.00	0.00	37,290.00	46.73
26-4715-1625 PROGRAM - ADULT SOFTBALL	0.00	0.00	0.00	16,200.00	2,700.00	3,600.00	0.00	12,600.00	22.22
26-4715-1635 PROGRAM - INSTRUCTIONAL	0.00	0.00	0.00	1,500.00	700.00	3,300.00	0.00	(1,800.00)	220.00
26-4715-1640 PROGRAM - TINY SPORTS	0.00	0.00	0.00	13,500.00	180.00	6,185.00	0.00	7,315.00	45.81
26-4720-0000 SPECIAL EVENT CONTRIBUTIO	0.00	0.00	0.00	21,300.00	1,250.00	2,755.00	0.00	18,545.00	12.93
TOTAL PROGRAM REVENUE	0.00	0.00	0.00	227,250.00	39,810.00	111,225.00	(85.00)	116,110.00	48.91
TOTAL RECREATION DIVISION	0.00	0.00	0.00	339,100.00	39,810.00	112,673.00	(85.00)	226,512.00	33.20

CENTERVIEW

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MISCELLANEOUS

<u>FACILITY RENTAL REVENUE</u>									
27-4710-0000 RENTAL FEES	0.00	0.00	0.00	63,875.00	7,510.24	17,449.63	0.00	46,425.37	27.32
TOTAL FACILITY RENTAL REVENUE	0.00	0.00	0.00	63,875.00	7,510.24	17,449.63	0.00	46,425.37	27.32
<u>PROGRAM REVENUE</u>									
27-4715-1600 PROGRAMS-MISC	0.00	0.00	0.00	9,600.00	280.00	2,045.00	0.00	7,555.00	21.30
TOTAL PROGRAM REVENUE	0.00	0.00	0.00	9,600.00	280.00	2,045.00	0.00	7,555.00	21.30
TOTAL CENTERVIEW	0.00	0.00	0.00	73,475.00	7,790.24	19,494.63	0.00	53,980.37	26.53

RAYMORE ACTIVITY CENTER

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MISCELLANEOUS

28-4370-0000 MISCELLANEOUS REVENUE	0.00	0.00	0.00	1,500.00	219.00	1,173.00	0.00	327.00	78.20
TOTAL MISCELLANEOUS	0.00	0.00	0.00	1,500.00	219.00	1,173.00	0.00	327.00	78.20

CONCESSION REVENUE

28-4700-0000 CONCESSION	0.00	0.00	0.00	4,000.00	0.00	(6.00)	0.00	4,006.00	0.15-
TOTAL CONCESSION REVENUE	0.00	0.00	0.00	4,000.00	0.00	(6.00)	0.00	4,006.00	0.15-

FACILITY RENTAL REVENUE

28-4710-0000 RENTAL FEES	0.00	0.00	0.00	24,825.00	3,150.00	4,490.00	0.00	20,335.00	18.09
TOTAL FACILITY RENTAL REVENUE	0.00	0.00	0.00	24,825.00	3,150.00	4,490.00	0.00	20,335.00	18.09

DEPARTMENT HEAD REPORT - UNAUDITED

AS OF: MARCH 31ST, 2022

25 -PARK FUND

PARKS DIVISION

DEPARTMENTAL EXPENDITURES

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>PERSONNEL</u>									
25-5010-0000 SALARIES/WAGES	0.00	0.00	0.00	427,656.00	47,769.23	176,839.19	0.00	250,816.81	41.35
25-5020-0000 FICA	0.00	0.00	0.00	33,931.00	3,654.03	13,531.39	0.00	20,399.61	39.88
25-5030-0000 UNEMPLOYMENT	0.00	0.00	0.00	480.00	0.00	9.89	0.00	470.11	2.06
25-5040-0000 GROUP INSURANCE	0.00	0.00	0.00	89,390.00	6,378.45	31,904.11	0.00	57,485.89	35.69
25-5045-0000 LAGERS	0.00	0.00	0.00	67,082.00	7,674.81	26,908.83	0.00	40,173.17	40.11
25-5050-0000 OVERTIME	0.00	0.00	0.00	15,889.00	1,418.27	7,140.96	0.00	8,748.04	44.94
25-5060-0000 WORKERS COMP	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>9,309.00</u>	<u>0.00</u>	<u>2,373.75</u>	<u>0.00</u>	<u>6,935.25</u>	<u>25.50</u>
TOTAL PERSONNEL	0.00	0.00	0.00	643,737.00	66,894.79	258,708.12	0.00	385,028.88	40.19
<u>COMMODITIES</u>									
25-6065-1250 EQUIPMENT & FIXTURES-PARK	0.00	0.00	0.00	6,000.00	0.00	0.00	0.00	6,000.00	0.00
25-6070-1250 FUEL/OIL	0.00	0.00	0.00	10,892.00	584.69	2,973.47	494.07	7,424.46	31.84
25-6150-1010 OFFICE SUPPLIES	0.00	0.00	0.00	500.00	94.08	102.06	193.73	204.21	59.16
25-6260-1250 TOOLS/EQUIPMENT	0.00	0.00	0.00	1,200.00	0.00	215.99	0.00	984.01	18.00
25-6270-1010 UNIFORMS	0.00	0.00	0.00	225.00	0.00	282.00	0.00	(57.00)	125.33
25-6270-1250 UNIFORMS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>6,567.50</u>	<u>522.94</u>	<u>4,145.40</u>	<u>0.00</u>	<u>2,422.10</u>	<u>63.12</u>
TOTAL COMMODITIES	0.00	0.00	0.00	25,384.50	1,201.71	7,718.92	687.80	16,977.78	33.12
<u>MAINTENANCE & REPAIRS</u>									
25-6400-1250 BUILDING MAINTENANCE	0.00	0.00	0.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00
25-6410-1250 EQUIPMENT MAINTENANCE	0.00	0.00	0.00	500.00	0.00	0.00	0.00	500.00	0.00
25-6430-1250 GROUNDS MAINTENANCE	192.00	0.00	192.00	41,400.00	1,929.77	17,691.58	4,869.28	18,839.14	54.49
25-6430-1255 GROUNDS MAINT-TREES	0.00	0.00	0.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00
25-6490-1010 VEHICLE MAINTENANCE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>500.00</u>	<u>48.00</u>	<u>909.47</u>	<u>0.00</u>	<u>(409.47)</u>	<u>181.89</u>
TOTAL MAINTENANCE & REPAIRS	192.00	0.00	192.00	50,400.00	1,977.77	18,601.05	4,869.28	26,929.67	46.57
<u>UTILITIES</u>									
25-6800-1010 ELECTRICITY	0.00	0.00	0.00	44,784.00	4,457.14	17,364.63	0.00	27,419.37	38.77
25-6810-1010 WATER	0.00	0.00	0.00	135.00	0.00	57.11	0.00	77.89	42.30
25-6850-1010 TRASH	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>4,200.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>4,200.00</u>	<u>0.00</u>
TOTAL UTILITIES	0.00	0.00	0.00	49,119.00	4,457.14	17,421.74	0.00	31,697.26	35.47
<u>CONTRACTUAL</u>									
25-7020-1010 ADVERTISING/LEGAL NOTICES	0.00	0.00	0.00	100.00	34.65	69.30	34.65	(3.95)	103.95
25-7090-1010 ED/TRAIN/SEMINAR	0.00	0.00	0.00	3,940.00	67.95	957.41	0.00	2,982.59	24.30
25-7090-1255 EDUCATION/TRAINING/SEMINA	0.00	0.00	0.00	605.00	0.00	398.00	0.00	207.00	65.79
25-7140-1250 EQUIPMENT RENTAL	0.00	0.00	0.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00
25-7180-1010 INSURANCE	0.00	0.00	0.00	13,754.00	0.00	0.00	0.00	13,754.00	0.00
25-7210-1010 LEGAL SERVICES	0.00	0.00	0.00	800.00	0.00	0.00	0.00	800.00	0.00
25-7240-1010 MEALS/LODGING/MILEAGE	0.00	0.00	0.00	7,050.00	938.42	1,743.84	745.66	4,560.50	35.31
25-7240-1250 MEALS/LODGING/MILEAGE	0.00	0.00	0.00	0.00	25.84	135.02	0.00	(135.02)	0.00
25-7240-1255 MEALS/LODGING/MILEAGE	0.00	0.00	0.00	250.00	0.00	0.00	0.00	250.00	0.00
25-7250-1010 MEMBERSHIP DUES	0.00	0.00	0.00	1,950.00	0.00	935.00	0.00	1,015.00	47.95
25-7280-1010 MISCELLANEOUS EXP	0.00	0.00	0.00	220.00	0.00	46.55	0.00	173.45	21.16
25-7300-1010 COPIER EXPENSE	0.00	0.00	0.00	2,226.00	0.00	0.00	0.00	2,226.00	0.00
25-7320-1250 PROFESSIONAL SERVICES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>44,000.00</u>	<u>3,054.70</u>	<u>14,539.25</u>	<u>4,516.38</u>	<u>24,944.37</u>	<u>43.31</u>
TOTAL CONTRACTUAL	0.00	0.00	0.00	76,895.00	4,121.56	18,824.37	5,296.69	52,773.94	31.37

DEPARTMENT HEAD REPORT - UNAUDITED

AS OF: MARCH 31ST, 2022

25 -PARK FUND

RECREATION DIVISION

DEPARTMENTAL EXPENDITURES

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>PERSONNEL</u>									
26-5010-0000 SALARIES/WAGES	0.00	0.00	0.00	128,463.00	9,055.81	35,471.49	0.00	92,991.51	27.61
26-5010-1310 SALARIES/WAGES	0.00	0.00	0.00	0.00	8,741.64	33,285.75	0.00	(33,285.75)	0.00
26-5020-0000 FICA	0.00	0.00	0.00	10,343.00	724.27	2,779.57	0.00	7,563.43	26.87
26-5020-1310 FICA	0.00	0.00	0.00	0.00	614.08	2,274.20	0.00	(2,274.20)	0.00
26-5030-0000 UNEMPLOYMENT	0.00	0.00	0.00	128.00	0.00	2.82	0.00	125.18	2.20
26-5040-0000 GROUP INSURANCE	0.00	0.00	0.00	15,144.00	1,107.54	5,538.03	0.00	9,605.97	36.57
26-5040-1310 GROUP INSURANCE	0.00	0.00	0.00	0.00	1,031.32	5,157.40	0.00	(5,157.40)	0.00
26-5045-0000 LAGERS	0.00	0.00	0.00	17,146.00	1,374.37	4,956.18	0.00	12,189.82	28.91
26-5045-1310 LAGERS	0.00	0.00	0.00	0.00	1,168.11	4,310.35	0.00	(4,310.35)	0.00
26-5050-0000 OVERTIME	0.00	0.00	0.00	6,744.00	607.57	1,725.77	0.00	5,018.23	25.59
26-5060-0000 WORKERS COMP	0.00	0.00	0.00	9,309.00	0.00	2,373.75	0.00	6,935.25	25.50
TOTAL PERSONNEL	0.00	0.00	0.00	187,277.00	24,424.71	97,875.31	0.00	89,401.69	52.26
<u>COMMODITIES</u>									
26-6190-1010 POSTAGE	0.00	0.00	0.00	180.00	48.76	69.51	0.00	110.49	38.62
26-6260-1010 TOOLS/EQUIPMENT/ADMIN	0.00	0.00	0.00	500.00	0.00	0.00	0.00	500.00	0.00
26-6260-1600 TOOLS/EQUIPMENT-MISC	0.00	0.00	0.00	600.00	0.00	0.00	87.28	512.72	14.55
26-6260-1610 TOOLS/EQUIP- BASEBALL/SOF	0.00	0.00	0.00	4,000.00	54.45	2,159.30	0.00	1,840.70	53.98
26-6260-1620 TOOLS/EQUIPMENT - SOCCER	0.00	0.00	0.00	1,200.00	65.70	65.70	0.00	1,134.30	5.48
26-6260-1640 TOOLS/EQUIPMENT - TINY SP	0.00	0.00	0.00	500.00	0.00	0.00	0.00	500.00	0.00
26-6270-1010 UNIFORMS	0.00	0.00	0.00	470.00	0.00	0.00	0.00	470.00	0.00
TOTAL COMMODITIES	0.00	0.00	0.00	7,450.00	168.91	2,294.51	87.28	5,068.21	31.97
<u>UTILITIES</u>									
<u>CONTRACTUAL</u>									
26-7060-1010 CONCESSION EXP-ADMINISTRA	0.00	0.00	0.00	28,200.00	40.02	(3,387.87)	1,196.20	30,391.67	7.77-
26-7090-1010 ED/TRAIN/SEMINAR	0.00	0.00	0.00	2,980.00	0.00	1,019.00	0.00	1,961.00	34.19
26-7240-1010 MEALS/LODGING/MILEAGE	0.00	0.00	0.00	4,650.00	68.16	468.16	687.72	3,494.12	24.86
26-7250-1010 MEMBERSHIP DUES	0.00	0.00	0.00	175.00	0.00	0.00	0.00	175.00	0.00
26-7280-1290 MISC/CASH/DEBT MGMT	0.00	0.00	0.00	6,960.00	0.00	1,773.55	0.00	5,186.45	25.48
26-7330-1600 PROGRAM - MISC LEAGUES	0.00	0.00	0.00	10,077.50	148.75	148.75	4,570.00	5,358.75	46.82
26-7330-1610 PROGRAM - BASEBALL/SOFTBA	0.00	0.00	0.00	34,110.00	0.00	746.63	1,014.00	32,349.37	5.16
26-7330-1620 PROGRAM - SOCCER	0.00	0.00	0.00	15,784.00	390.00	553.00	3,926.80	11,304.20	28.38
26-7330-1625 PROGRAM - ADULT SOFTBALL	0.00	0.00	0.00	5,850.00	0.00	499.50	324.00	5,026.50	14.08
26-7330-1635 PROGRAM - INSTRUCTION	0.00	0.00	0.00	500.00	0.00	308.00	525.00	(333.00)	166.60
26-7330-1640 PROGRAM - TINY SPORTS	0.00	0.00	0.00	1,800.00	239.20	515.59	51.96	1,232.45	31.53
26-7340-1600 RENT	0.00	0.00	0.00	5,900.00	299.00	3,236.00	299.00	2,365.00	59.92
26-7370-1600 SPECIAL EVENTS	0.00	0.00	0.00	29,050.00	193.58	1,623.28	1,022.16	26,404.56	9.11
TOTAL CONTRACTUAL	0.00	0.00	0.00	146,036.50	1,378.71	7,503.59	13,616.84	124,916.07	14.46
<u>CAPITAL PROJECTS</u>									
TOTAL RECREATION DIVISION	0.00	0.00	0.00	340,763.50	25,972.33	107,673.41	13,704.12	219,385.97	35.62

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DEPARTMENT HEAD REPORT - UNAUDITED

AS OF: MARCH 31ST, 2022

25 -PARK FUND

RAYMORE ACTIVITY CENTER

DEPARTMENTAL EXPENDITURES

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>PERSONNEL</u>									
28-5010-0000 SALARIES/WAGES	0.00	0.00	0.00	122,304.00	11,625.89	45,714.88	0.00	76,589.12	37.38
28-5020-0000 FICA	0.00	0.00	0.00	9,632.00	891.17	3,478.56	0.00	6,153.44	36.11
28-5030-0000 UNEMPLOYMENT	0.00	0.00	0.00	64.00	0.00	1.41	0.00	62.59	2.20
28-5040-0000 GROUP INSURANCE	0.00	0.00	0.00	8,499.00	810.46	4,052.39	0.00	4,446.61	47.68
28-5045-0000 LAGERS	0.00	0.00	0.00	8,778.00	681.46	2,470.61	0.00	6,307.39	28.15
28-5050-0000 OVERTIME	0.00	0.00	0.00	3,604.00	216.50	608.57	0.00	2,995.43	16.89
TOTAL PERSONNEL	0.00	0.00	0.00	152,881.00	14,225.48	56,326.42	0.00	96,554.58	36.84
<u>COMMODITIES</u>									
28-6065-1010 EQUIPMENT & FIXTURES	0.00	0.00	0.00	1,000.00	0.00	293.20	0.00	706.80	29.32
28-6150-1010 SUPPLIES	0.00	0.00	0.00	750.00	97.36	315.19	0.00	434.81	42.03
28-6260-1600 TOOLS/EQUIP - LEAGUE MISC	0.00	0.00	0.00	600.00	600.00	694.21	0.00	(94.21)	115.70
28-6260-1605 TOOLS/EQUIP - DAY CAMP	0.00	0.00	0.00	3,680.00	0.00	620.34	62.68	2,996.98	18.56
28-6260-1615 TOOLS/EQUIP - BASKETBALL	0.00	0.00	0.00	600.00	0.00	194.75	0.00	405.25	32.46
28-6260-1630 TOOLS/EQUIP - MISC	0.00	0.00	0.00	800.00	0.00	0.00	0.00	800.00	0.00
28-6270-1010 UNIFORMS	0.00	0.00	0.00	180.00	0.00	0.00	0.00	180.00	0.00
TOTAL COMMODITIES	0.00	0.00	0.00	7,610.00	697.36	2,117.69	62.68	5,429.63	28.65
<u>MAINTENANCE & REPAIRS</u>									
28-6400-1010 BUILDING MAINTENANCE	0.00	0.00	0.00	1,750.00	0.00	134.04	1,038.49	577.47	67.00
28-6430-1010 GROUNDS MAINTENANCE	0.00	0.00	0.00	800.00	0.00	0.00	0.00	800.00	0.00
TOTAL MAINTENANCE & REPAIRS	0.00	0.00	0.00	2,550.00	0.00	134.04	1,038.49	1,377.47	45.98
<u>UTILITIES</u>									
28-6800-1010 ELECTRICITY	0.00	0.00	0.00	7,440.00	834.29	3,278.61	0.00	4,161.39	44.07
28-6820-1010 NATURAL GAS/PROPANE	0.00	0.00	0.00	3,240.00	942.25	2,860.01	0.00	379.99	88.27
28-6850-1010 TRASH	0.00	0.00	0.00	960.00	0.00	0.00	0.00	960.00	0.00
TOTAL UTILITIES	0.00	0.00	0.00	11,640.00	1,776.54	6,138.62	0.00	5,501.38	52.74
<u>CONTRACTUAL</u>									
28-7060-1010 CONCESSION EXP - RAC	0.00	0.00	0.00	2,100.00	0.00	0.00	0.00	2,100.00	0.00
28-7300-1010 COPIER EXPENSE	0.00	0.00	0.00	1,154.00	133.39	393.14	9.38	751.48	34.88
28-7320-1010 PROFESSIONAL SERVICES	384.75	384.75	0.00	4,340.00	0.00	1,403.64	(166.78)	3,103.14	28.50
28-7330-1600 PROGRAM - LEAGUE MISC	0.00	0.00	0.00	6,550.00	806.35	902.35	2,811.65	2,836.00	56.70
28-7330-1605 PROGRAM - DAY CAMP	0.00	0.00	0.00	25,275.00	70.00	70.00	805.38	24,399.62	3.46
28-7330-1615 PROGRAM - BASKETBALL	0.00	0.00	0.00	8,432.50	100.00	13,022.52	0.00	(4,590.02)	154.43
28-7330-1630 PROGRAM - MISC	0.00	0.00	0.00	3,500.00	0.00	0.00	0.00	3,500.00	0.00
28-7330-1645 PROGRAM - FITNESS	315.00	315.00	0.00	7,350.00	0.00	770.00	(315.00)	6,895.00	6.19
TOTAL CONTRACTUAL	699.75	699.75	0.00	58,701.50	1,109.74	16,561.65	3,144.63	38,995.22	33.57
<u>CAPITAL PROJECTS</u>									
TOTAL RAYMORE ACTIVITY CENTER	699.75	699.75	0.00	233,382.50	17,809.12	81,278.42	4,245.80	147,858.28	36.65
TOTAL EXPENDITURES	1,016.75	824.75	192.00	1,562,589.50	131,030.86	550,882.32	32,213.68	979,493.50	37.32
REVENUES OVER/(UNDER) EXPENDITURES	(1,016.75)	824.75	(192.00)	(1,562,589.50)	(131,030.86)	(550,882.32)	(32,213.68)	(979,493.50)	37.32

*** END OF REPORT ***