

AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, June 13, 2022
7:00 p.m.

- 1. Call to Order.**
- 2. Roll Call.**
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**
- 5. Personal Appearances.**
- 6. Staff Reports.**
 - A. Development Services (pg 7)
 - B. City Clerk - fireworks permits (pg 11)
 - C. Monthly Court Report (pg 13)
 - D. Police/Emergency Management
- 7. Committee Reports.**
- 8. Consent Agenda.**

The items on the Consent Agenda are approved by a single action of the City Council. If any Councilmember would like to have an item removed from the Consent Agenda and considered separately, they may so request.

- A. City Council Minutes, May 23, 2022 (pg 17)
- B. Amended and Restated Appointments and Affirmations of Membership to Incentive District Boards

Reference: - Resolution 22-16 (pg 29)

Due to staffing changes, a Resolution approving changes to the composition of the CID and TDD boards has been prepared. The Resolution shows each of the members currently serving on the boards, even if the members are not being re-appointed, in order for the City Council to better track who is serving on the various boards.

9. Unfinished Business. Second Reading.

A. Raymore Commerce Center 2nd Final Plat - Lots 2-3

Reference: - Agenda Item Memo (pg 35)
- Bill 3724 (pg 37)
- Staff Report (pg 40)
- Final Plat Drawing (pg 45)

An application filed by Grant Harrison, representing VanTrust Real Estate LLC and KCI Raymore Phase 2, LLC, requesting final plat approval for Lots 2 and 3 of the Raymore Commerce Center. The request allows the remaining land for Building 2 and Building 3 (under construction) to be split into two separate lots.

- City Council, 05/23/2022: Approved 8-0
- Planning and Zoning Commission, 05/17/2022: Approved 7-0-1

B. Award of Contract - 2022 Fire Hydrant Replacement Project

Reference: - Agenda Item Information Sheet (pg 47)
- Bill 3726 (pg 49)
- Contract (pg 51)

This project will replace 21 hydrants along with 6 valves that were found to have operational issues such as difficulty opening or leaking after they were shut off during the Operations and Maintenance annual hydrant testing and valve operation program. The location of the work is shown on the attached map. Staff recommends approval of Bill 3726 awarding contract to Hettinger Excavating LLC for the 2022 Fire Hydrant Replacement Project.

- City Council, 05/23/2022: Approved 8-0

10. New Business. First Reading.

A. Award of Contract - Mazuma Force Main Replacement

Reference: - Agenda Item Information Sheet (pg 89)
- Bill 3727 (pg 91)
- Contract (pg 93)

Staff is recommending award of contract to Breit Construction for the Mazuma Force Main Replacement. This project will replace approximately 350 feet of ductile iron sewer pipe along Sunset Drive north of Conway Street near the Mazuma Credit Union which has deteriorated due to corrosion and will be replaced with PVC pipe.

B. Budget Amendment for the Purchase of Land

Reference: - Agenda Item Memo (pg 127)
- Bill 3728 (pg 129)

The City has purchased two tracts of real estate that include the land for the future justice center and the land for the police firing range. It is necessary to amend the FY22 Restricted Fund budget for these purchases.

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

12. Mayor/Council Communication.

13. Adjournment.

Items provided under "Miscellaneous" in the Council Packet:

- City Council Work Session notes, 06/06/2022 (pg 133)
-

EXECUTIVE SESSION (CLOSED MEETING)

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

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

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

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

Staff Reports



MONTHLY REPORT

May 2022

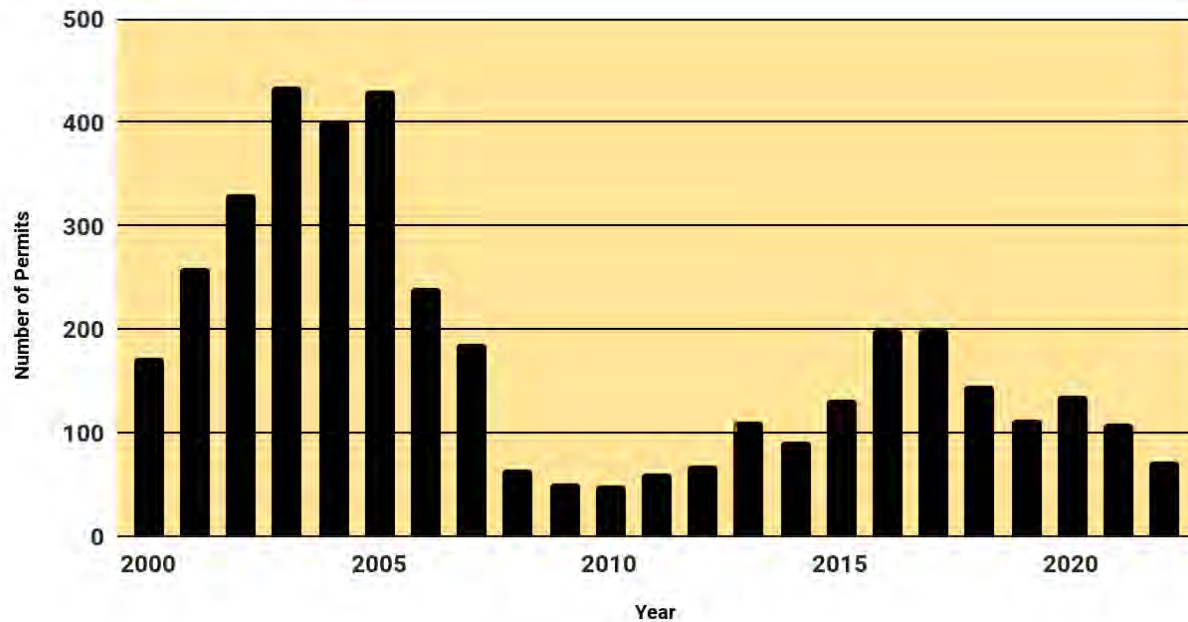
Building Permit Activity

Type of Permit	MAY 2022	2022 YTD	2021 YTD	2021 Total
Detached Single-Family Residential	9	73	70	108
Attached Single-Family Residential	0	58	0	166
Multi-Family Residential	0	0	0	0
Miscellaneous Residential (deck; roof)	84	298	296	574
Commercial - New, Additions, Alterations	3	9	12	38
Sign Permits	9	15	5	37
Inspections	MAY 2022	2022 YTD	2021 YTD	2021 Total
Total # of Inspections	472	2,432	1,654	3,882
Valuation	MAY 2022	2022 YTD	2021 YTD	2021 Total
Total Residential Permit Valuation	\$3,078,700	\$31,473,300	\$18,094,100	\$57,700,900
Total Commercial Permit Valuation	\$1,167,000	\$31,671,700	\$2,447,900	\$39,600,680

Additional Building Activity:

- Building Construction continues within The Venue of The Good Ranch townhome development.
- Building construction was completed on the first building in the South Town Storage facility, a covered parking area for RV's and similar vehicles
- Site work continues for Alexander Creek Third Plat.
- Site work continues for Eastbrooke at Creekmoor 3rd Plat
- Building construction is nearing completion for the South Metropolitan Fire Protection District administration building.
- Construction continued on the townhome units in Sunset Plaza, located east of Sunset Lane and south of 58 Highway. Certificates of Occupancy were issued for the first group of units.
- Construction continues on Building 3 in the Raymore Commerce Center.
- A building permit was issued for Building 2 within the Raymore Commerce Center, at approximately 500,000 SF.
- Construction work continues on the School District LEAD facility

Single Family Building Permits



Code Enforcement Activity

Code Activity	MAY 2022	2022 YTD	2021 YTD	2021 Total
Code Enforcement Cases Opened	95	303	201	575
<i>Notices Mailed</i>				
-Tall Grass/Weeds	45	48	43	85
- Inoperable Vehicles	15	100	102	191
- Junk/Trash/Debris in Yard	17	45	45	94
- Object placed in right-of-way	0	3	0	5
- Parking of vehicles in front yard	5	22	18	45
- Exterior home maintenance	7	39	26	63
- Other (trash at curb early; signs; etc)	0	0	2	6
Properties mowed by City Contractor	11	11	18	42
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	0	0	1	2
Signs in right-of-way removed	101	451	265	524
Violations abated by Code Officer	6	42	38	86

Development Activity

Current Projects

- Edgewater at Creekmoor 8th Final Plat
- Edgewater at Creekmoor 9th Final Plat
- Timber Trails 3rd Final Plat
- Ridgeview Estates Final Plat and Site Plan
- Raymore Commerce Center 2nd Plat - Lots 2-3
- Raymore Commerce Center South PUD Rezoning and Preliminary Plan
- Comprehensive Plan

	As of May 31, 2022	As of May 31, 2021
Homes currently under construction	533 (156 units at Lofts of Foxridge & Venue)	597 (396 units at Lofts of Foxridge)
Total number of Undeveloped Lots Available (site ready for issuance of a permit for a new home)	155	201
Total number of dwelling units in City	9236	8,839

Actions of Boards, Commission, and City Council

Planning and Zoning Commission

May 3, 2022,

- Meeting Cancelled

May 17, 2022

- Raymore Commerce Center 2nd Final Plat Lots 2-3: 8-0 recommendation for approval
- Raymore Commerce Center South PUD & Preliminary Plan: 8-0 recommendation for approval

City Council

May 9, 2022

- City Council approved the 2nd reading of the Watermark at Raymore Chapter 100 Bond Issuance.

May 23, 2022

- Raymore Commerce Center South PUD & Preliminary Plan: 5-3 recommendation to table the request for further review
- Raymore Commerce Center 2nd Final Plat Lots 2-3: 8-0 approval upon 1st reading

Upcoming Meetings – March & April

June 7, 2022 Planning and Zoning Commission

- Meeting Canceled

June 13, 2022

- 2nd Reading - Raymore Commerce Center 2nd Final Plat - Lots 2 & 3

June 21, 2022 Planning and Zoning Commission

- Edgewater at Creekmoor 8th Final Plat
- Edgewater at Creekmoor 9th Final Plat
- Timber Trails 3rd Plat

June 27, 2022 City Council

- 1st reading - Edgewater at Creekmoor 8th Final Plat
- 1st reading - Edgewater at Creekmoor 9th Final Plat
- 1st reading - Timber Trails 3rd Plat
- 1st reading (continued) - Raymore Commerce Center South PUD (public hearing)

Department Activities

- Staff continued work preparing an online interactive engagement tool to solicit public feedback as part of the comprehensive plan. Public can view the app and provide feedback by visiting Raymore.com/Community
- An application was filed by VanTrust Real Estate requesting PUD rezoning and preliminary plan approval for the proposed [Raymore Commerce Center South](#) project, which includes the 262 acres of land located south of 195th Street, east of I-49, from its current "BP" Business Park Designation. City Council reviewed this request at their May 23, 2022 meeting, and voted to table the request until issues and concerns raised during the meeting could be addressed.
- Economic Development Director Brandon Keller attended a Developers Panel discussion hosted by KCADC and the Associated Builders and Contractors Heart of America.
- Director David Gress and City Planner Dylan Eppert participated in the monthly joint meeting of the MARC KC Community for All Ages coalition.

GIS Activities

- Configuration of network storage and relocation of CAD operations
- Asset management for work order system operations
- Update of webshare references in websites & attribution tables
- Post processing of yr2022 color imagery on disk for image analysis
- Development of AGO with new service definitions and view layers in collaboration
- Development of projects to support various business functions - ArcGIS Hub for regional addressing, Tax incentive district lookups, trails near me, street lights for pubworks, public utility apps, subdivision/streets, public trees, etc
- Database server and DBA administratives tasks for reliable services
- Renewal of Geographic Information Systems Professional (GISP) through Urban & Regional Land Information Systems Association (URISA)
- Communicating GIS budgeting requirement(s)



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: June 13, 2022

SUBMITTED BY: Erica Hill

DEPARTMENT: City Clerk

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

TITLE / ISSUE / REQUEST

Fireworks Applications - information only

STRATEGIC PLAN GOAL/STRATEGY

Goal 3.3: Cultivate a Climate for Prosperous Business Growth and Development

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
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STAFF RECOMMENDATION

N/A

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

REVIEWED BY:

BACKGROUND / JUSTIFICATION

Section 215.030 (Fireworks) of the City Code states, "No person or entity shall sell or display for sale any fireworks within the corporate limits of this City without first obtaining a permit from the City for such sale or display." This Section further states that permits shall be approved by the City Clerk and also that each location shall be inspected by the Fire Marshall and the Code Enforcement Officer. After inspection and approval, the City Clerk will issue a fireworks permit to each location. The sale of fireworks is from 10 a.m. to 10 p.m., each day beginning on June 28 through July 4. The discharge of fireworks is 10 a.m. to 10 p.m. July 1-3 and 10 a.m. to 12:00 midnight on July 4.

The City Clerk has received 5 applications for the sale of fireworks in the City. These applications meet the requirements as outlined in City Code. Issuance of the permits will be granted upon successful inspections before the beginning of sales. The applicants and tent locations are listed below.

Beacon of Hope Church - Willowind Shopping Center, 1294 W. Foxwood Dr. (west center parking lot of the property)

GPS Investment - St. Paul's United Methodist Church, 1111 W. Foxwood Dr. (west of church property)

Mackey Fireworks - Pine Street Center, 400 W. Pine St. (south of El Dorado restaurant)

Sparkie's Fireworks - 715 W. Foxwood Dr. (east of Heartland Market)

Sparkie's Fireworks - 900 W. Foxwood Dr. (northeast grass area of Cosentino's Price Chopper property)

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

<u>I. COURT INFORMATION</u>	Municipality: RAYMORE	Reporting Period: May 1, 2022 - May 31, 2022
Mailing Address: 100 MUNICIPAL CIRCLE, RAYMORE, MO 64083		
Physical Address: 100 MUNICIPAL CIRCLE, RAYMORE, MO 64083		County: Cass County
Circuit: 17		
Telephone Number: (816)3311712	Fax Number:	
Prepared by: ANGIE R DAVIS	E-mail Address: Angela.Davis@courts.mo.gov	
Municipal Judge: Ross Nigro		

<u>II. MONTHLY CASELOAD INFORMATION</u>	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month	53	1,121	614
B. Cases (citations/informations) filed	3	82	67
C. Cases (citations/informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court/bench trial - GUILTY	0	0	0
3. court/bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	3	55	25
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)	0	17	0
6. dismissed by court	0	0	0
7. <i>nolle prosequi</i>	0	4	3
8. certified for jury trial (not heard in Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	3	77	28
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]	53	1,126	653
E. Trial de Novo and/or appeal applications filed	0	0	0

<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>	<u>IV. PARKING TICKETS</u>
1. # Issued during reporting period	369
2. # Served/withdrawn during reporting period	41
3. # Outstanding at end of reporting period	1,304
	1. # Issued during period
	0
	<input checked="" type="checkbox"/> Court staff does not process parking tickets

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: RAYMORE	Reporting Period: May 1, 2022 - May 31, 2022
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<u>V. DISBURSEMENTS</u>			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$9,699.00	Court Automation	\$656.10
Clerk Fee - Excess Revenue	\$804.00	Law Enf Arrest Costs-E/R	\$100.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$24.79	Overpayments Detail Code	\$225.00
Bond forfeitures (paid to city) - Excess Revenue	\$210.00	Total Other Disbursements	\$981.10
Total Excess Revenue	\$10,737.79	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$18,537.75
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Bond Refunds	\$1,304.50
Fines - Other	\$4,976.75	Total Disbursements	\$19,842.25
Clerk Fee - Other	\$320.72		
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$93.72		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$668.27		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$9.90		
Law Enforcement Training (LET) Fund surcharge	\$186.00		
Domestic Violence Shelter surcharge	\$376.00		
Inmate Prisoner Detainee Security Fund surcharge	\$187.50		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$6,818.86		

Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, MAY 23, 2022 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE III, FORSTER, HOLMAN, TOWNSEND, AND WILLS. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND RECORDING SECRETARY EMILY JORDAN.

1. Call to Order

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

2. Roll Call

Recording Secretary Emily Jordan called roll; quorum present to conduct business.

Mayor Turnbow asked for a moment of silence in honor of Patrick Melville who recently passed away unexpectedly. Mr. Melville was a longtime employee with the Public Works Department.

3. Pledge of Allegiance

4. Presentation/Awards

Mayor Turnbow presented proclamations to the Mid America Regional Council for their 50-Forward event and to Parks and Recreation Director Nathan Musteen for Arbor Day.

5. Personal Appearances

6. Staff Reports

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. He reviewed training opportunities in which the department is participating.

Parks and Recreation Director Nathan Musteen provided a review of the staff report included in the Council packet. He answered questions from the Council.

Communications Manager Melissa Harmer reviewed upcoming events including the MARC Household Hazardous Waste Collection event in Belton on June 4, E-waste Recycling event at City Hall on June 25, and Summer Scene on June 11 at T.B. Hanna Station.

City Planner Dylan Eppert demonstrated the interactive map for citizen review and collecting comments on the Comprehensive Plan Land Use map. He answered questions from the Council.

City Manager Jim Feuerborn noted that there will be no meeting on Monday, May 30 in observance of Memorial Day. He announced items for the June 6 work session.

7. Committee Reports

8. Consent Agenda

A. City Council Regular Meeting minutes, May 9, 2022

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

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

9. Unfinished Business

A. Award of Contract to Sands Construction LLC - West Hawk Ridge Park Improvements

BILL 3713: "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."

Recording Secretary Emily Jordan conducted the second reading of Bill 3713 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3713 by title only.

DISCUSSION: None

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

Councilmember Barber	Aye
Councilmember Berendzen	Aye
Councilmember Burke, III	Aye
Councilmember Forster	Aye
Councilmember Holman	Aye
Councilmember Townsend	Aye
Councilmember Wills	Aye

Mayor Turnbow announced the motion carried and declared Bill 3718 as **Raymore City Ordinance 2022-043.**

D. Award of Contract to McClure Engineering Company - Centerview Detention Area Design

BILL 3719: "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."

Recording Secretary Emily Jordan conducted the second reading of Bill 3719 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3719 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

Mayor Turnbow announced the motion carried and declared Bill 3719 as **Raymore City Ordinance 2022-044.**

E. Calling for the August 2, 2022 Online Use Tax Election

BILL 3722: "AN ORDINANCE AUTHORIZING AND DIRECTING SUBMISSION TO THE VOTERS OF THE CITY OF RAYMORE, MISSOURI AT THE ELECTION OF AUGUST 2, 2022, THE PROPOSAL TO AUTHORIZE THE IMPOSITION OF A USE TAX FOR GENERAL REVENUE PURPOSES AT A RATE EQUAL TO THE CURRENT SALES TAX RATE OF 2.50% IN THE CITY OF RAYMORE, MISSOURI."

Recording Secretary Emily Jordan conducted the second reading of Bill 3722 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3722 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

Mayor Turnbow announced the motion carried and declared Bill 3722 as **Raymore City Ordinance 2022-045.**

F. Ward Road Eminent Domain Property Acquisition Chapter 523

BILL 3721: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, DIRECTING THE CITY MANAGER TO INITIATE THE PROCEDURES REQUIRED PURSUANT TO CHAPTER 523 OF THE REVISED STATUTES OF MISSOURI FOR THE ACQUISITION OF ALL NECESSARY RIGHTS-OF-WAY, TEMPORARY EASEMENTS AND PERMANENT EASEMENTS TO COMPLETE THE WARD ROAD IMPROVEMENT PROJECT, PROJECT 360-201."

Recording Secretary Emily Jordan conducted the second reading of Bill 3721 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3721 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Forster	Nay
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

Mayor Turnbow announced the motion carried and declared Bill 3721 as **Raymore City Ordinance 2022-046.**

10. New Business

A. Utility Easement Vacation - 813 Bridgeshire Drive

Development Services Director David Gress announced that an application was filed by the homeowner of 813 Bridgeshire Drive to vacate an existing 25' utility easement. Upon further review, it was determined the vacation occurred as part of the home construction process. The applicant has withdrawn their request, however, staff had already advertised the public hearing for the May 23, 2022 meeting.

Mayor Turnbow opened the public hearing at 7:26 p.m. and opened the floor for public comment. Hearing none, he closed the public hearing at 7:26 p.m.

B. Raymore Commerce Center South PUD & Preliminary Plan

BILL 3725: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM 'BP' BUSINESS PARK DISTRICT TO 'PUD' PLANNED UNIT DEVELOPMENT DISTRICT, AND APPROVING THE PRELIMINARY DEVELOPMENT PLAN FOR RAYMORE COMMERCE CENTER SOUTH, A 262.09 ACRE TRACT OF LAND LOCATED SOUTH OF 195TH STREET, EAST OF INTERSTATE 49, IN RAYMORE, CASS COUNTY, MISSOURI."

Recording Secretary Emily Jordan conducted the first reading of Bill 3725 by title only.

Mayor Turnbow opened the public hearing at 7:27 p.m. and called for a staff report.

Development Services Director David Gress provided a review of the staff report included in the Council packet. Grant Harrison, representing VanTrust Real Estate LLC and property owner Double G Properties, LP, is requesting to reclassify the zoning of 262.09 acres located south of 195th Street and east of Interstate 49, from BP "Business Park District" to PUD "Planned Unit Development District." The rezoning will allow for a proposed light-industrial development as represented on the Preliminary Development Plan. The Growth Management Plan identifies this property as appropriate for business park type development and classifies Dean Avenue and 195th Street as minor arterial roadways. This public hearing was properly advertised in *The Journal* and he asked for the mailed notices to adjoining property owners, notice of publication, Unified Development Code, application, Growth Management Plan, staff report, applicant's preliminary development plan, and the draft Memorandum of Understanding (MOU) to be entered into the record. He reviewed the history of the property from annexation to the current proposal. A Good Neighbor meeting was held on April 27, 2022, with four residents in attendance. A summary of their questions and the answers provided by staff and the developers are included in the staff report. He reviewed the requirements of the current BP zoning and the proposed PUD zoning districts, as outlined in the staff

report. At its May 17, 2022 meeting, the Planning and Zoning Commission voted 8-0 to recommend approval of the rezoning and preliminary plan.

Councilmember Townsend asked about the traffic plan included in the conceptual plan that would have traffic moving directly into the property from Dean Avenue and noted there were property ownership limitations causing that change. Mr. Gress stated yes, that is correct, and the roadway was reconfigured to hug I-49 as closely as possible to accommodate that property.

Councilmember Forster asked about the lighting plan for the property. Mr. Gress stated the lighting plan would be submitted with the final building plan and must be compliant with code and the UDC.

Karl Ley, VanTrust Real Estate, 4900 Main Street, Kansas City, MO, provided a detailed analysis of the project. He explained the limitations on the property due to elevation, bedrock, and natural gas pipelines. He stated there would be 5 buildings totalling just over 3 million square feet. He reviewed the projected flow of traffic to and from I-49 into the complex, noting the placement of no right-turning (eastbound) truck traffic leaving the site.

Councilmember Townsend asked if there was a driving force to have 5 buildings in this project. Mr. Ley stated they are looking to provide half- to three quarter-million square feet for the current market, but that isn't necessarily how it will end up as some potential businesses may want different configurations and have square footage requirements.

Councilmember Townsend noted the bays on the east buildings face east and that the existing trees on that side are on different property. Mr. Ley said they are locked into that location on the east side as there is a gas line hampering grading and construction on the east side of the property.

Councilmember Townsend asked what considerations are being done for sound and lights from trucks utilizing those bays. Mr. Ley stated the existing trees and planned landscaping would help conceal headlights and that site lighting would aim down so as not to produce a glare but a glow from a distance. Councilmember Townsend expressed his wish to include a highway wall or barrier to help reduce noise and light pollution for the residential development to the east and feels the current plan doesn't alleviate the concerns of that neighborhood.

Councilmember Holman suggested an 8' vinyl fence along the eastern border of the property. Mr. Ley stated fencing can be considered with no objections.

Councilmember Abdelgawad called for a point of order. She stated this is a time for questions for staff and the applicant, not for comments.

Grant Harrison, VanTrust Real Estate, stated they will explore every option on the east side of the property such as berming, landscaping, wood fence, and vinyl

fence. He explained that the buffers could increase, nothing is set in stone at this point.

Councilmember Berendzen asked how much space is between the east side of the parking lot and the property line and whether it could accommodate a berm and fence. Mr. Harrison stated there is 100' and confirmed the possibility of a berm with a fence on top.

Mayor Turnbow opened the floor for public comment.

Zuban Talib, 19126 S. Ranch Road, Raymore, listed objections to the project, citing traffic on 195th Street, the need for a comprehensive landscape plan to hide the development, and the need for a set of guidelines to find suitable businesses for the area. He noted a Change.org petition to keep traffic off of 195th Street received 147 signatures, 76 of which are from Raymore.

Gary Stupp, 918 Kodiak Street, stated that daily school bus traffic runs through the intersection that would be at 195th Street and Dean Avenue twice a day and discussed stop times and distances for different vehicles.

Kara Sims, 918 Coyote Drive, stated that truck drivers not familiar with the area may be driving past the development towards the residential developments and noted the developer stated the PUD would allow them benefits but not necessarily the community.

Fred Storck, 8410 Spring Valley Road, Belton, asked if an interchange had been considered at I-49 and 195th Street. Mayor Turnbow stated that this is an opportunity for comments, not questions.

Anthony Civetate, 1718 Archer Drive, noted drivers may be directed to alternative routes, the backup of vehicles during school drop off and pick up times, asked who will maintain the public access road within the development, and UDC Section 440.010 should be applied during the PUD process.

Sarah King, 909 Doe Drive, Raymore, presented questions for consideration: what costs will the City be responsible for and how will it be paid for, what revenue will the warehouses bring to the City and why do we want them here, will the City vet potential tenants of the buildings, will there be blasting and who will pay for damage to homes.

Kerry King, 909 Doe Drive, Raymore, expressed concerns with the ability of the first responders to effectively control a situation in a 1 million square foot building. He played a recording of traffic noise from I-49.

Mayor Turnbow closed the public hearing at 8:30 p.m.

Councilmember Burke asked if the rezoning was not approved, could an applicant put metal buildings in the current BP zoning. Mr. Gress stated yes and gave a

background on BP and PUD zoning, noting that warehousing and wholesaling would be a conditional use under BP zoning. Without the rezoning, they would have to meet the minimum standards of the BP zoning. He listed possible permitted uses in the current zoning.

Councilmember Burke asked Chief Zimmerman if the road is still being blocked by drivers on 195th Street during after-school pick up at Bridleridge Elementary, as it has been for years. She answered yes.

Councilmember Forster asked about site lines at the proposed intersection of 195th Street and Dean Avenue. Mr. Krass stated there are difficult site lines in the area, but the realignment of Dean Avenue and the developer's proposal addresses the site line and topography issues.

Councilmember Forster asked if a landscape plan can be included in the MOU and asked about limiting the type of businesses allowed in the development. Mr. Gress stated that it is cross-referenced in the MOU to the requirements in the UDC. The MOU requirements are in addition to the requirements of the UDC. The MOU is reassigned to new owners and would apply to tenants and there are already requirements on types of uses outlined in the UDC.

Councilmember Townsend asked if traffic movement on 195th Street could be limited by law to restrict commercial traffic. Mr. Feuerborn stated that yes, there could be legislation proposed to make an east turn from the development illegal and there could be size and weight limitations set to particular roads.

Councilmember Abdelgawad stated that enforcing laws prohibiting trucks on narrow streets would be just as dangerous and that the businesses receiving these trucks would help direct them to the appropriate directions into the development.

Councilmember Holman stated that the zoning request seems to be a better zoning than the current BP district and that the issues seem to be the noise pollution and light pollution which isn't part of the rezoning request. He asked Mr. Gress what the next steps would be after rezoning. Mr. Gress stated staff would review final building plans and can approve if they adhere to the requirements presented in the preliminary site plan. The final plat would be approved by Council.

Councilmember Abdelgawad asked about other locations in Raymore with truck traffic and the distance between homes. Mr. Gress stated the Raymore Galleria has deliveries by trucks at businesses with about 100' between them. The proposed development is set back 300' from 195th Street and 1,800' from residences to the east.

Discussion ensued.

MOTION: By Councilmember Townsend, second by Councilmember Holman to table Bill 3725 to permit staff and the developer to address council concerns relative to traffic mitigation and berming and landscaping and to provide 15 day notice to the

public of the date when Bill 3725 would be removed from the table and reconsidered by the Council to reopen the public hearing to allow for public input on the amended plan as provided.

VOTE:	Councilmember Abdelgawad	Nay
	Councilmember Barber	Nay
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Nay
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

C. Raymore Commerce Center 2nd Final Plat - Lots 2-3

BILL 3724: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE RAYMORE COMMERCE CENTER SECOND FINAL PLAT, LOTS 2 AND 3."

Recording Secretary Emily Jordan conducted the first reading of Bill 3724 by title only.

Development Services Director David Gress provided a review of the staff report included in the Council packet. Grant Harrison, representing VanTrust Real Estate LLC and KCI Raymore Phase 2 LLC, is requesting Final Plat approval for Lots 2 and 3 of the Raymore Commerce Center. Building 3 is approaching substantial completion and construction on Building 2 is imminent. The request would allow the remaining land to be split into two separate lots. At its May 17, 2022 meeting, the Planning and Zoning Commission voted 7-0-1 to recommend approval of the request as part of the Consent Agenda.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3724 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

D. Award of Contract - 2022 Fire Hydrant Replacement Project

BILL 3726: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HETTINGER EXCAVATING LLC FOR THE 2022 FIRE HYDRANT REPLACEMENT PROJECT, CITY PROJECT NUMBER 22-407-501, FOR THE NEGOTIATED AMOUNT OF \$135,725 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

Recording Secretary Emily Jordan conducted the first reading of Bill 3726 by title only.

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. This project includes removal and replacement of 21 fire hydrants in the City of Raymore. Bids for the Fire Hydrant Replacement Project were received from eight vendors on May 4, 2022. Hettinger Excavating LLC was determined to be the lowest and best bidder. A negotiated amount of \$135,725 reflects a change in the original RFP and a reduction of two hydrants in the project in order to bring this contract under the budgeted amount. Staff recommends the contract to be awarded to Hettinger Excavating LLC.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3726 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

11. Public Comment

12. Mayor/Council Communication

Mayor Turnbow and Councilmembers expressed condolences to the Melville family and the Public Works Department, reminded citizens of the opening of the splash park and the start of the Farmers Market, and the partnership with Creekside Market for the fundraiser for Hawk's Nest Playground.

13. Adjournment

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

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

The regular meeting of the Raymore Council adjourned at 9:17 p.m.

Respectfully submitted,

Emily Jordan
Recording Secretary

RESOLUTION 22-16

“AN AMENDED AND RESTATED RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, DESIGNATING MEMBERS TO SERVE ON THE BOARDS OF DIRECTORS OF THE FOXRIDGE COMMUNITY IMPROVEMENT DISTRICT, THE HUBACH HILL ROAD AND NORTH CASS PARKWAY COMMUNITY IMPROVEMENT DISTRICT, THE JETER FARM COMMUNITY IMPROVEMENT DISTRICT, THE RAYMORE GALLERIA COMMUNITY IMPROVEMENT DISTRICT, THE 58 HIGHWAY REGIONAL MARKET CENTER COMMUNITY IMPROVEMENT DISTRICT, THE HUBACH HILL ROAD AND NORTH CASS PARKWAY TRANSPORTATION DEVELOPMENT DISTRICT, THE BELTON/RAYMORE INTERCHANGE TRANSPORTATION DEVELOPMENT DISTRICT, THE FOXWOOD VILLAGE SHOPS COMMUNITY IMPROVEMENT DISTRICT, AND THE 58 HIGHWAY AND DEAN AVENUE COMMUNITY IMPROVEMENT DISTRICT FOR ONE YEAR PERIODS DESIGNATED HEREIN BEGINNING IN 2022.”

WHEREAS, the bylaws and agreements governing the Foxridge Community Improvement District, the Hubach Hill Road and North Cass Parkway Community Improvement District, the Jeter Farm Community Improvement District, the Raymore Galleria Community Improvement District, the 58 Highway Regional Market Center Community Improvement District, the Hubach Hill Road and North Cass Parkway Transportation Development District, the Belton/Raymore Interchange Transportation Development District, the Foxwood Village Shops Community Improvement District, and the 58 Highway and Dean Avenue Community Improvement District (collectively the “Districts”) provide for the appointment of members to the boards of directors of the Districts to be made by the Mayor, with the advice and consent of the City Council; and

WHEREAS, by adoption of this Amended and Restated Resolution, the City desires to designate the members that will serve on the boards of directors of the Districts for the one year periods designated below, all of which periods begin during the calendar year 2022; and

WHEREAS, for any member of any of the boards of directors whose term has expired, or will expire during 2022, this Resolution shall serve to appoint the member for a new term, for a length of time indicated in parenthesis behind the member’s name; and

WHEREAS, for those members of the boards of directors whose terms have not expired, and will not expire prior to the beginning of the period designated for each District below, this Resolution shall serve to confirm that those members of the boards of directors will continue to serve during the period indicated for each District.

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

Section 1. Foxridge Community Improvement District. The following individuals shall serve as Directors for the period March 31, 2022 through March 30, 2023:

- a. Brandon Keller (interim director for current term of March 31, 2021 through March 30, 2025)
- b. Ryan Murdock (interim director for current term of March 31, 2019 through March 30, 2023)
- c. David Gress (current term is March 31, 2019 through March 30, 2023)
- d. Elisa Williams (current term is March 31, 2021 through March 30, 2025)
- e. Erica Hill (current term is March 31, 2021 through March 30, 2025)

Section 2. Hubach Hill Road and North Cass Parkway Community Improvement District. The following individuals shall serve as Directors for the period July 14, 2022 through July 13, 2023:

- a. Brandon Keller (new term of July 14, 2022 through July 13, 2026)
- b. Ryan Murdock (interim director for current term of July 14, 2020 through July 13, 2024)
- c. David Gress (current term is July 14, 2020 through July 13, 2024)
- d. Elisa Williams (new term of July 14, 2022 through July 13, 2026)
- e. Erica Hill (new term of July 14, 2022 through July 13, 2026)

Section 3. Jeter Farm Community Improvement District. The following individuals shall serve as Directors for the period July 22, 2022 through July 21, 2023:

- a. Matt Cox (current term is July 22, 2020 through July 21, 2024)
- b. Ryan Murdock (new term of July 22, 2022 through July 21, 2026)
- c. Elisa Williams (new term of July 22, 2022 through July 21, 2026)
- d. Chris Hotop (current term is July 22, 2020 through July 21, 2024)
- e. John States (new term of July 22, 2022 through July 21, 2026)

Section 4. Raymore Galleria Community Improvement District. The following individuals shall serve as Directors for the period July 23, 2022 through July 22, 2023:

- a. Steve Caffey (current term is July 23, 2020 through July 22, 2024)
- b. Amy Ehlers (new term of July 23, 2022 through July 22, 2026)
- c. Ryan Murdock (new term of July 23, 2022 through July 22, 2026)
- d. Brandon Keller (interim director for current term of July 23, 2020 through July 22, 2024)
- e. Angie Rogers (new term of July 23, 2022 through July 22, 2026)

- f. Elisa Williams (new term of July 23, 2022 through July 22, 2026)

Section 5. 58 Highway Regional Market Center Community Improvement District. The following individuals shall serve as Directors for the period August 28, 2022 through August 27, 2023:

- a. Denise Armentrout (current term is August 28, 2020 through August 27, 2024)
- b. David Cosentino (new term of August 28, 2022 through August 27, 2026)
- c. Ryan Murdock (interim director for current term of August 28, 2020 through August 27, 2024)
- d. Elisa Williams (current term is August 28, 2020 through August 27, 2024)
- e. Robert Vigliaturo (new term of August 28, 2022 through August 27, 2026)

Section 6. Hubach Hill Road and North Cass Parkway Transportation Development District. The following individuals shall serve as Directors for the period September 15, 2022 through September 14, 2023, subject to the election by the qualified voters within the District:

- a. Brandon Keller (new term of September 15, 2022 through September 14, 2026)
- b. Ryan Murdock (interim director for current term of September 15, 2020 through September 14, 2024)
- c. David Gress (current term is September 15, 2020 through September 14, 2024)
- d. Elisa Williams (new term of September 15, 2022 through September 14, 2026)
- e. Erica Hill (current term is September 15, 2020 through September 14, 2024)

Section 7. Belton/Raymore Interchange Transportation Development District. The following individuals shall serve as Directors for the period November 21, 2022 through November 20, 2023:

- a. Gilbert Good as the Raymore Nominated Advisory Director (new term of November 21, 2022 through November 20, 2023)
- b. The person holding the office of Mayor Pro-Tem is the Raymore Appointed Director (new term of November 21, 2022 through November 20, 2023)

Section 8. Foxwood Village Shops Community Improvement District. The following individuals shall serve as Directors for the period November 24, 2022 through November 23, 2023:

- a. Ryan Murdock (interim director for current term of November 24, 2021 through November 23, 2025)
- b. Elisa Williams (current term is November 24, 2021 through November 23, 2025)

- c. Kristofer Turnbow (current term is November 24, 2020 through November 23, 2024)
- d. Mark Klinkenberg (current term is November 24, 2020 through November 23, 2024)
- e. Matthew Mitchell (current term is November 24, 2021 through November 23, 2025)

Section 9. 58 Highway and Dean Avenue Community Improvement District.
The following individuals shall serve as Directors for the period November 2, 2022 through November 1, 2023:

- a. Justin Kaufmann (current term is November 2, 2020 through November 1, 2024)
- b. Ryan Murdock (interim director for current term of November 2, 2020 through November 1, 2024)
- c. Adam Lyngar (new term of November 2, 2022 through November 1, 2026)
- d. Brandon Keller (new term of November 2, 2022 through November 1, 2026)
- e. Elisa Williams (new term of November 2, 2022 through November 1, 2026)

Section 10. This Resolution shall become effective on and after the date of passage and approval.

Section 11. Any Resolution or part thereof which conflicts with this Resolution shall be null and void.

DULY READ AND PASSED THIS 13TH DAY OF JUNE, 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

Unfinished Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: May 23, 2022

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Bill 3724: Raymore Commerce Center 2nd Final Plat - Lots 2-3

STRATEGIC PLAN GOAL/STRATEGY

Goal 3.1: Create a healthy and sustainable economy

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
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STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: May 17, 2022
Action/Vote: 7-0-1

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Final Plat Drawing

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Grant Harrison, representing VanTrust Real Estate LLC and KCI Raymore Phase 2 LLC, is requesting Final Plat approval for Lots 2 and 3 of the Raymore Commerce Center. Building 3 is approaching substantial completion and construction on Building 2 is imminent. The request would allow the remaining land to be split into two separate lots.

At its May 17, 2022 meeting, the Planning and Zoning Commission voted 7-0-1 to recommend approval of the request as part of the Consent Agenda.

BILL 3724

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE RAYMORE COMMERCE CENTER SECOND FINAL PLAT, LOTS 2 AND 3.”

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

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

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

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

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

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

All that part of Tract A, Dean Avenue Extension ROW 1st Plat, a subdivision of land in the City of Raymore, Cass County, Missouri, together with an unplatted tract of land lying in part of the Northeast Quarter of Section 30 and part of the Northwest Quarter and part of the Southwest Quarter of Section 29, Township 46 North, Range 32 West, all lying East of the existing right-of-way for U.S. Interstate Highway No. 49 (formerly known as U.S. Hwy. 71), being more particularly described by Timothy B. Wiswell, MO PLS-2009000067, of Olsson, Inc. Missouri LC-366, on March 2, 2022, as follows:

Commencing at the Southwest corner of the Northwest quarter of Section 29, Township 46 North, Range 32 West; thence South 87 degrees 01 minute 13 seconds East, on the South line of said Northwest Quarter, a distance of 373.35 feet to a point on the East right-of-way line of Interstate 49 (formerly known as US Highway No. 71), as established in Book 513, Page 429, and as depicted on the highway plans for project number f-71-4(9), said point also being the POINT OF BEGINNING; thence North 20 degrees 01 minute 35 seconds West, departing said South line, and on said East right-of-way line, a distance of 230.42 feet to a point; thence North 21 degrees 06 minutes 02 seconds West, on said East right-of-way line, a distance of 800.14 feet, to a point; thence North 20 degrees 25 minutes 37 seconds West, on said East right-of-way line, a distance of 423.93 feet, to the Southwest corner of Lot 1, Raymore Commerce Center First Plat, a subdivision of land in the City of Raymore, Cass County, Missouri, according to the recorded plat thereof; thence North 68 degrees 53 minutes 58 seconds East, departing said East right-of-way line and on the Southeasterly line of said Lot 1, a distance of 881.05 feet, to a point on the South line of said Lot 1; thence South 87 degrees 03 minutes 19 seconds East, on said South line, a distance of 526.34 feet, to a point on the Easterly right-of-way line of Tract A of Dean Avenue Extension Row 1st Plat, a subdivision in the City of Raymore, Cass County, Missouri, said point being the beginning of a non-tangent curve; thence

Southerly and Southeasterly, departing said South line and on said Easterly right-of-way line and on and a curve to the left, whose initial tangent bears South 00 degrees 21 minutes 17 seconds East, having a radius of 1,940.00 feet, through a central angle of 20 degrees 44 minutes 45 seconds, an arc length of 702.44 feet, to a point on the Southeasterly right-of-way line of said Tract A of Dean Avenue Extension Row 1st Plat, said point being on a non-tangent line; thence South 21 degrees 06 minutes 02 seconds East, on said Southeasterly right-of-way line, a distance of 1665.77 feet to the Southeast corner of said Tract A, said corner also lying on the South line of Dean Avenue right of way, as established in said Dean Avenue Extension ROW 1st plat; thence North 68 degrees 53 minutes 58 seconds East, on said South line, a distance of 90.00 feet to the Southeast corner of said Dean Avenue right of way, said corner also being the beginning of a non-tangent curve; thence in a Southerly direction, departing said South line and on a curve to the right whose initial tangent bears South 21 degrees 06 minutes 02 seconds East, having a radius of 600.00 feet, through a central angle of 37 degrees 03 minutes 36 seconds, an arc length of 388.09 feet to a point on a non-tangent line; thence North 74 degrees 02 minutes 26 seconds West a distance of 100.00 feet, to the beginning of a non-tangent curve; thence in a Southerly, Southwesterly and Westerly direction, on a curve to the right whose initial tangent bears South 15 degrees 57 minutes 34 seconds West, having a radius of 500.00 feet, through a central angle of 55 degrees 23 minutes 12 seconds, an arc distance of 483.34 feet to a point of tangency; thence South 71 degrees 20 minutes 46 seconds West a distance of 344.72 feet to a point; thence South 05 degrees 21 minutes 09 seconds West, a distance of 310.85 feet to a point; thence South 89 degrees 35 minutes 22 seconds West, a distance of 266.61 feet to a point the Easterly right-of-way line of said Interstate 49; thence North 20 degrees 01 minute 35 seconds West, on said East right-of-way line, a distance of 112.39 feet to a point; thence North 25 degrees 44 minutes 13 seconds West, on said Easterly right-of-way line, a distance of 201.00 feet to a point; thence North 20 degrees 01 minute 35 seconds West, on said Easterly right-of-way line, a distance of 1200.00 feet to a point; thence North 17 degrees 09 minutes 50 seconds West, on said Easterly right-of-way line, a distance of 100.12 feet to a point; thence North 20 degrees 01 minute 35 seconds West, on said Easterly right-of-way line, a distance of 169.58 feet to the POINT OF BEGINNING, containing 3,892,181 square feet or 89.3522 acres, more or less.

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

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

DULY READ THE FIRST TIME THIS 23RD DAY OF MAY, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 13TH DAY OF JUNE, 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



To: City Council
From: Planning and Zoning Commission
Date: May 23, 2022
Re: Case #22013: Raymore Commerce Center - Second Plat (Lots 2 and 3)

GENERAL INFORMATION

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

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



Existing Zoning: PUD Planned Unit Development District

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

Existing Surrounding Uses: **North:** Light Industrial Warehousing (Lot 1)
South: Undeveloped
East: Undeveloped
West: Interstate 49

Total Tract Size: 89.3522 acres

Total Number of Lots: 2 Lots

Density – units per Acre: n/a

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

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

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

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

PROPOSAL

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

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

PREVIOUS ACTIONS ON OR NEAR THE PROPERTY

1. The property was rezoned to PUD Planned Unit Development District in December 2019. The rezoning to PUD included approval of the preliminary plan.
2. The North Cass Plaza Final Plat to the north was approved in November 2020.
3. A sixty foot transmission line easement bounds the property to the north and is identified in this proposed plat.
4. The Dean Avenue Right of Way Extension Final Plat was recorded in October 2020. Construction for the extension of Dean Avenue has been majorly completed for this development.
5. The site plan for the Raymore Commerce Center, including the building under construction on the subject property, was approved by the Planning and Zoning Commission on October 16, 2018.
6. Raymore Commerce Center 1st Plat was approved December 21, 2020 which included only lot 1.

ENGINEERING DIVISION COMMENTS

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

STAFF COMMENTS

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

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

2. The proposed project was shared with the South Metropolitan Fire Protection District. The District had no comments or concerns.
3. Approval of the preliminary plan, and approval of the site plan, allowed construction of the building upon the lot to be commenced prior to approval of the final plat. The final plat must be approved and recorded prior to the issuance of a Certificate of Occupancy for the building on the lot.
4. The lot is located within the service area of Cass County Water Supply District #10. Extension of the water main to serve the property has been completed.
5. Sanitary sewer mains were extended to serve any development upon the lot.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

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

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

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

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

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

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

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

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Review	May 17, 2022	May 23, 2022	June 13, 2022

STAFF RECOMMENDATION

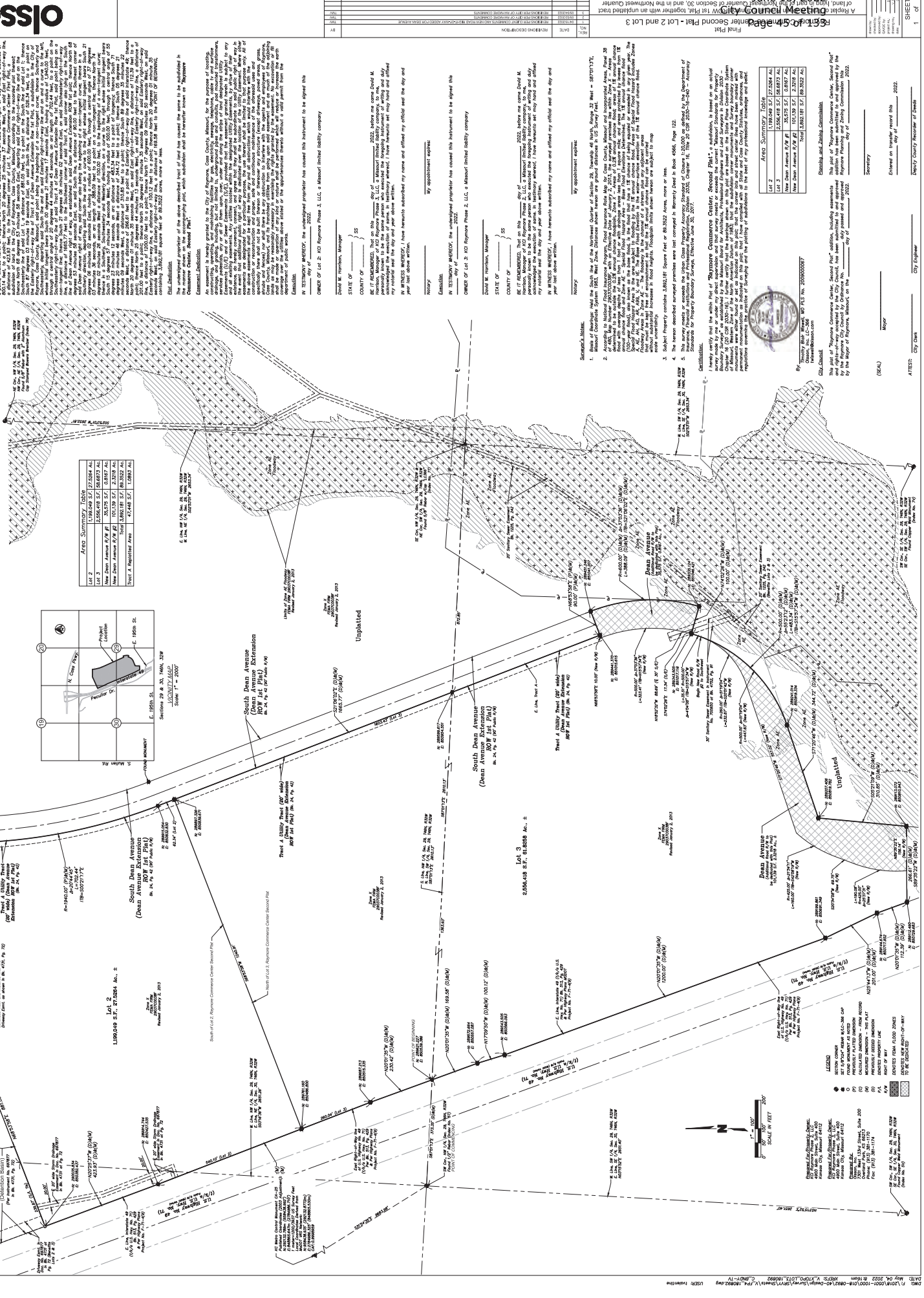
Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #22013 Raymore Commerce Center - Second Plat to the City Council with a recommendation of approval.

PLANNING COMMISSION RECOMMENDATION

At its May 17, 2022 meeting, the Planning and Zoning Commission voted 7-0-1 to accept the staff proposed findings of fact and forward Case # 22013 Raymore Commerce Center Second Plat (Lots 2 and 3) to the City Council with a recommendation of approval.

Final Plat Raymore Commerce Center, Second Plat

A Replat of Tract A, Dean Avenue Extension ROW 1st Plat, a subdivision in the City of Raymore, Cass County, Missouri, together with an unplatted tract of land, lying in part of the Northeast Quarter of Section 30, and in the Northwest Quarter and the Southwest Quarter of Section 29, all in Township 46 North, Range 92 West



Surveyor's Declaration: I, the undersigned, being a duly licensed Professional Surveyor in the State of Missouri, do hereby certify that I am the author of the foregoing plat, and that the same is a true and correct representation of the facts as shown to me by the parties thereto, and that I am not aware of any fraud or illegality in the same. I have not been furnished with any title insurance policy or other evidence of title insurance, and I have not been furnished with any other evidence of title insurance. I have not been furnished with any other evidence of title insurance. I have not been furnished with any other evidence of title insurance.

Witness my hand and seal this 20th day of May, 2022.

Professional Surveyor: _____
 State of Missouri, County of _____
 My commission expires _____



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: May 23, 2021

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

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

TITLE / ISSUE / REQUEST

Bill 3726: 2022 Fire Hydrant Replacement

STRATEGIC PLAN GOAL/STRATEGY

2.1: Set the standard for a safe and secure community

FINANCIAL IMPACT

Award To:	Hettinger Excavating LLC
Amount of Request/Contract:	\$135,725
Amount Budgeted:	\$149,818
Funding Source/Account#:	Fund 54 - Enterprise Fund

PROJECT TIMELINE

Estimated Start Date	Estimated End Date

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

This project includes removal and replacement of 21 fire hydrants in the City of Raymore.

Bids for the Fire Hydrant Replacement Project were received on May 4, 2022 as follows:

Breit Construction	\$259,867.00
OAHC Construction	\$259,658.00
Harris Excavating	\$264,408.00
Hettinger Excavating	\$158,350.00*
Infrastructure Solution	\$286,630.00
She Digs It	\$238,217.00
TC Fuller Construction	\$214,069.00
Blue Moon Hauling	\$235,573.00

Hettinger Excavating LLC was determined to be the lowest and best bidder. Staff recommends the contract for the 2022 Fire Hydrant Replacement Project to be awarded to Hettinger Excavating LLC.

*Negotiated amount of \$135,725 reflects a change in the original RFP and a reduction of two hydrants in the project in order to bring this contract under the budgeted amount.

BILL 3726

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HETTINGER EXCAVATING LLC FOR THE 2022 FIRE HYDRANT REPLACEMENT PROJECT, CITY PROJECT NUMBER 22-407-501, FOR THE NEGOTIATED AMOUNT OF \$135,725 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, the 2022 Fire Hydrant Replacement Program was included in the FY 2022 budget; and,

WHEREAS, bids for this project were received on May 4, 2022; and,

WHEREAS, Hettinger Excavating LLC has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is directed to enter into a contract for the negotiated amount of \$135,725 with Hettinger Excavating LLC for the 2022 Fire Hydrant Replacement project, attached as Exhibit A.

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

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

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

DULY READ THE FIRST TIME THIS 23RD DAY OF MAY, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 13TH DAY OF JUNE, 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
CONTRACT FOR SERVICES

2022 Fire Hydrant Replacement

This Contract for the 2022 Fire Hydrant Replacement Project, hereafter referred to as the **Contract** is made this 13th day of June, 2022, between Hettinger Excavating, LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 311 East Main Street, Drexel, MO 64742, 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 June 13, 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 22-407-501 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to the Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as

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

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of **90** 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 \$135,725.00.

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

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

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

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

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

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

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

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

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

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

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

ARTICLE VII
RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

ARTICLE VIII CANCELLATION AND/OR TERMINATION OF AGREEMENT

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

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

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

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

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

ARTICLE IX ARBITRATION

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

ARTICLE X WARRANTY

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

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

ARTICLE XI REQUIRED SAFETY TRAINING

A. Awarded contractors and their subcontractors must provide a 10-hour OSHA construction safety program, or a similar program approved by the

Department of Labor and Industrial Relations, for their on-site employees who have not previously completed such safety training and are directly engaged in public improvement construction;

- B. Awarded contractors and their subcontractors must require all on-site employees to complete this ten-hour program within 60 days of beginning construction work if they have not previously completed the program and have documentation of doing so. On site employees who cannot provide proper documentation of completion of required safety training when requested will be given 20 days to produce the documentation before being removed from the project and before their employers will be subject to penalties. Provide any completed certificates prior to project start.

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE
TO PROVIDE SAFETY TRAINING

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

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

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

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

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages

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

ARTICLE XIV
ENTIRE AGREEMENT

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

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

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

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

(SEAL)

HETTINGER EXCAVATING, LLC

By: _____
[Handwritten Signature]

Title: _____
Member

Attest: _____
[Handwritten Signature]

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

2022 Fire Hydrant Replacement

ANTICIPATED SCOPE OF SERVICES:

- Replace 23 fire hydrants. Two new hydrants will be supplied by the City. All hydrants are to be Clow Medallion **All hydrants/valves to be presumed unrestrained. Water to be shut off during replacement. Contractor to notify residents 48 hours in advance via door hangers of water service interruption.**
- Install 6, six inch gate valves at 6 of the hydrants to be replaced. Replace the tees to the main along with the valves as necessary.
- Install two, 8 inch gate valves on existing DIP lines.
- Replace 150 sq feet of sidewalk, if damaged, and replace two ADA ramps.
- Restore any damaged lawns or landscaping. Sod is to be used in maintained lawns, seed and Futerra F4 Netless blankets or approved equal in un-maintained areas. Straw is not allowed.
- Provide traffic control

1. **SPECIFICATIONS WHICH APPLY**

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

2. PROJECT AWARD

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

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

3. PROJECT COMPLETION AND SCHEDULE

It is expected that the Notice of Award shall be issued June 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" October 2013 shall be amended to include the following:

Contractor shall complete work within **90** 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 lists.

6. MEASUREMENT AND PAYMENT

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

the Contractor and all costs in connection therewith shall be included in the prices named in the bid.

- A. Mobilization, Bonds, and Insurance:** Mobilization, Bonds and Insurance will be considered a lump sum item for payment.
- B. Fire Hydrant Removal and Replacement:** Fire Hydrant Removal and Replacement will be paid for at the unit bid price per each. The unit bid price shall include all materials, labor and equipment required to remove and dispose of the existing hydrant and pipe back to the valve and install a new hydrant as per City specifications, including thrust blocks, anchor couplings and any necessary restraint. The hydrants shall be Clow Medallion.
- C. Gate Valves:** Gate Valves shall be paid for at the unit bid price per each. The unit bid price shall include all materials, labor and equipment required to install valves at any of the new hydrants, any other hydrant where the valve is inoperable or on the existing main lines. Removal of inoperable valves is considered a subsidiary of this line item. The valve is to be an East Jordan Flowmaster Resilient Wedge Gate Valve or an approved equal.. All valve risers shall be ductile iron. The contractor is required to notify the residents affected by the water shut off by door hangers 48 hours in advance.
- D. Ductile Iron Valve Stem Risers:** Ductile Iron Valve Stem Risers shall be paid for at the unit bid price per each. The unit bid price shall include all labor, equipment and materials to install the risers on new or existing valves, if the existing riser is not ductile, and to dispose of the existing risers.
- E. 6" to 4" Reducer:** 6" to 4" Reducer shall be paid for at the unit bid price per each. The unit bid price shall include all labor, equipment and materials required to join 6" to 4" fittings/pipe of any material.
- F. Cut In Tees:** Cut In Tees shall be paid at the unit bid price per each. The unit bid price shall include all labor, equipment and materials to install ductile iron tees on existing lines where necessary and to restrain the valve and hydrant assembly. Thrust blocks are considered a subsidiary of this line item.
- G. Sidewalk:** Sidewalk shall be paid for at the unit bid price per square foot. The unit bid price shall include all labor, equipment and materials required to remove, dispose of and replace any sidewalk damaged during hydrant and valve installation. Concrete shall be a KCMMB 4K mix and the new sidewalk shall be doveled into the existing sidewalk.

H. Traffic Control: Traffic Control shall be considered a lump sum item for payment. The unit bid price shall include all labor, equipment and materials necessary to maintain a safe work zone. All signage and barricades shall meet the MUTCD standards and the City reserves the right to require additional traffic control measures above what the contractor has supplied if deemed necessary.

I. Restoration: Restoration shall be considered a lump sum item for payment. The unit bid price shall include all labor, equipment and materials required to restore any grass, vegetation or landscaping damaged during installation of the hydrants or valves. Sod will be placed in residential lawns, seed and Forterra F4 netless blankets (or approved equal - straw is not allowed) shall be used in non-maintained areas. Restoration shall be considered complete when the grass is established as per APWA specifications.

7. ADDITIONAL INFORMATION

7.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 22-407-501

Appendix B
General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

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

The 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 may be imposed by Section 34.353 of the revised Statutes of Missouri, as amended.
3. The written certification contemplated by Subsection 1(b) of this Section Y shall be maintained by the City for a period of at least three (3) years.

Z. Affidavit of Work Authorization and Documentation

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

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

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

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

PROPOSAL FORM A
RFP 22-407-501

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: Hettinger Excavating, LLC

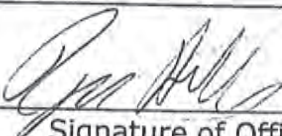
ADDRESS: 311 East Main Street
Street

ADDRESS: Drexel, MO 64742
City State Zip

PHONE: 816-786-4593

E-MAIL: Royce@hettingerxlt.com

DATE: _____
(Month-Day-Year)


Signature of Officer/Title

DATE: _____
(Month-Day-Year)

Signature of Officer/Title

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

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

PROPOSAL FORM B
RFP 22-407-501

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 22-407-501

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 Forest City, MO
ADDRESS	301 Grand Ave Forest City, MO 64451
CONTACT PERSON	Greg Book
CONTACT EMAIL	
TELEPHONE NUMBER	660-446-2346
PROJECT, AMOUNT AND DATE COMPLETED	Contract No. 1 Water Main Improvements Contract A \$1,722,025.00 September 2021

COMPANY NAME	Saline County
ADDRESS	401 West Helm Brookfield, MO
CONTACT PERSON	Richard Rhodes
CONTACT EMAIL	
TELEPHONE NUMBER	660-258-7745
PROJECT, AMOUNT AND DATE COMPLETED	Marshall-Saline Junction Water Distribution System Improvements Contract A \$2,542,685.00 August 2021

COMPANY NAME	City of Sedalia, MO
ADDRESS	200 S. Osage Ave Sedalia, MO 65301
CONTACT PERSON	Jeremy Stone
CONTACT EMAIL	
TELEPHONE NUMBER	660-827-3000
PROJECT, AMOUNT AND DATE COMPLETED	2018 Water System Improvements Contract No. 3 South of Broadway Blvd \$2,357,288.00 July 2021

COMPANY NAME	City of Kansas City, MO
ADDRESS	KCMO
CONTACT PERSON	Kelly Finn
CONTACT EMAIL	
TELEPHONE NUMBER	816-513-0351
PROJECT, AMOUNT AND DATE COMPLETED	Water Main Replacement in the area of Norton Ave, E. 52nd Street to E. 55th Street \$1,084,600.00 April 2021

COMPANY NAME	City of Lawrence, KS
ADDRESS	6 East 6th Street, Lawrence, KS 66044
CONTACT PERSON	Andrew Ensz
CONTACT EMAIL	
TELEPHONE NUMBER	785-832-7812
PROJECT, AMOUNT AND DATE COMPLETED	9th Street Lawrence Ave. to Schwarz Road \$394,099.50 August 2020

State the number of Years in Business: 17

State the current number of personnel on staff: 32

PROPOSAL FORM D
RFP 22-407-501

Proposal of Hettinger Excavating, LLC, organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as (*) an individual

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 22-407-501 - 2022 Fire Hydrant Replacement Project.

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. 22-407-501

2022 Fire Hydrant Replacement

Base Bid

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mob, Bonds and Insurance	Lump Sum	1	7500	\$7500
Fire Hydrant Removal & Replace	Each	19	4450	\$84550
Install & Replace Hydrants with Hydrants Supplied by City	Each	2	1575	\$3150
6" Gate Valve on Hydrants	Each	6	2150	\$12900
8" Gate Valve on Mains	Each	0	3800	0
DIP Valve Riser	Each	15	350	\$5250
6" to 4" Reducer	Each	4	800	\$3200
Cut in Tees	Each	6	2000	\$12000
Replace ADA Ramps	Each	0	2500	0
Sidewalk	Sq Ft	75	15	\$1125
Traffic Control	LS	1	800	\$800
Restoration	LS	1	5250	\$5250
TOTAL BASE BID				\$135,725

Company Name Hettinger Excavating, LLC

Total Base Bid for Project Number:

\$ 135,725.00

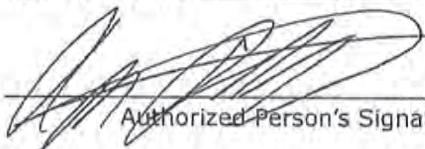
In the blank above insert numbers for the sum of the bid.

(\$ One hundred thirty five thousand seven hundred twenty five)

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

**BID PROPOSAL FORM E – RFP 22-407-501
CONTINUED**

Company Name Hettinger Excavating, LLC

By 

Authorized Person's Signature

Royce Hettinger Member

Print or type name and title of signer

Company Address 311 East Main Street
Drexel, MO 64742

Phone 816-786-4593

Fax 816-619-2511

Email Royce@hettingerxlt.com

Date 05-04-2022

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

LATE BIDS CANNOT BE ACCEPTED!

E - VERIFY AFFIDAVIT

(As required by Section 285.530, RSMo)

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

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

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

KNOWINGLY: A person acts knowingly or with knowledge,

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

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

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

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

Name/Contractor: Royce Hettinger


Company: Hettinger Excavating, LLC

Address: 311 East Main St, Drexel, MO. 64742

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project # 22-407-501.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

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

Hettinger Excavating, LLC
Company Name


Signature

Name: Royce Hettinger

Title: Member



STATE OF Missouri COUNTY OF Cass

Subscribed and sworn to before me this 3 day of May, 2022.

Notary Public: Lauryn Campbell Lauryn Campbell

My Commission Expires: 02/15/2025 Commission # 21340410

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

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



Company ID Number: 664395

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

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

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

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

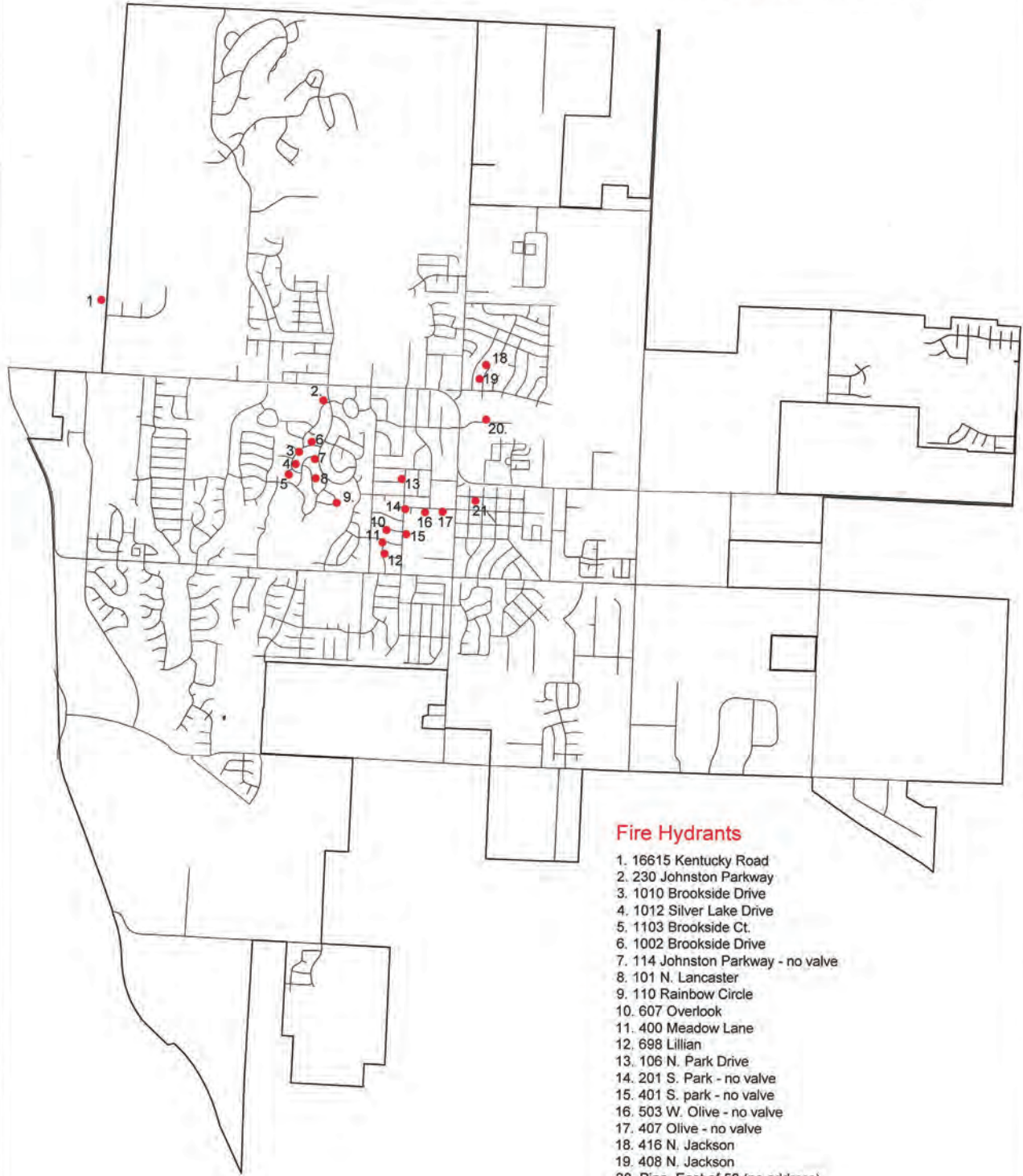
1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide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



Company ID Number: 664395

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Hettinger Excavating, LLC
Company Facility Address	311 E Main Street Drexel, MO 64742
Company Alternate Address	PO Box 273 Drexel, MO 64742
County or Parish	CASS
Employer Identification Number	454825230
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	32
Number of Sites Verified for	1

2022 Fire Hydrant Replacement Map



New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: June 13, 2022

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

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

TITLE / ISSUE / REQUEST

Bill 3727 - Mazuma Force Main Replacement

STRATEGIC PLAN GOAL/STRATEGY

2.2.3 Value and protect natural resources and green spaces

FINANCIAL IMPACT

Award To:	Breit Construction
Amount of Request/Contract:	\$169,897
Amount Budgeted:	\$200,000
Funding Source/Account#:	Ent. Cap. Maint. Fund (54)

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
August 2022	October 2022

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
Project Map

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

This project will replace approximately 350 feet of 24 inch ductile iron pipe which has deteriorated due to corrosion with 24 inch PVC pipe at the location shown on the attached map.

Bids for the Mazuma Force Main Replacement Project were received on May 19, 2022 as follows:

Breit Construction	\$169,897
DAHC Construction LLC	\$170,208
TC Fuller Construction	\$170,938
She Digs It LLC	\$217,925
Hettinger Excavating LLC	\$231,000

Breit Construction was determined to be the lowest and best bidder. Staff recommends award of contract for the Mazuma Force Main Replacement Project to Breit Construction.

BILL 3727

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BREIT CONSTRUCTION FOR THE MAZUMA FORCE MAIN REPLACEMENT PROJECT, CITY PROJECT NUMBER 22-378-201, FOR THE AMOUNT OF \$169,897 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, the Mazuma Force Main Replacement project was included in the FY 2022 budget; and,

WHEREAS, bids for this project were received on May 19, 2022; and,

WHEREAS, Breit Construction has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is authorized to enter into a contract for the amount of \$169,897 with Breit Construction for the Mazuma Force Main Replacement project, attached as Exhibit A.

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

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

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

DULY READ THE FIRST TIME THIS 13TH DAY OF JUNE, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 27TH DAY OF JUNE, 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
CONTRACT FOR SERVICES

Mazuma Force Main Replacement

This Contract for the Mazuma Force Main Replacement project, hereafter referred to as the **Contract** is made this 27th day of June, 2022, between Breit Construction an entity organized and existing under the laws of the State of Missouri, with its principal office located at PO Box 551, Raymore, MO 64083, 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 June 27, 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 22-378-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to the Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as

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

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

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

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$169,897.

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

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

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

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

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

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

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

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

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

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

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

ARTICLE VII RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

ARTICLE VIII CANCELLATION AND/OR TERMINATION OF AGREEMENT

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

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

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

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

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

ARTICLE IX ARBITRATION

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

ARTICLE X WARRANTY

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

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

ARTICLE XI
REQUIRED SAFETY TRAINING

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

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE
TO PROVIDE SAFETY TRAINING

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

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

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

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
 - * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with

respect to the employees proposed to work in connection with the services requested herein.

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

ARTICLE XIV
ENTIRE AGREEMENT

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

BREIT CONSTRUCTION

By: _____

Title: _____

Attest: _____

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

Mazuma Force Main Replacement

ANTICIPATED SCOPE OF SERVICES:

- Installation of 350 feet of 24" ductile iron force with two 90 degree bends.
- Removal and disposal of 350 feet of existing 24" DIP force main, bends and fittings.
- Connect to the existing force main and existing manhole where the force main turns to gravity sewer.
- Force main can be shut down and drained for a maximum of two days.

SPECIAL PROVISIONS

1. SPECIFICATIONS WHICH APPLY

The performance of the work, the materials required, the basis of measurement and the basis for payment for the various portions of the work shall be in accordance with the appropriate sections of the Kansas City Metropolitan Chapter of the American Public Works Association "Standard Specifications and Design Criteria" current edition, except as modified or added to by these Special Provisions, and the current contract document entitled "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri" 2016 and all subsequent revisions.

2. PROJECT AWARD

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

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

3. PROJECT COMPLETION AND SCHEDULE

Following are the completion dates for various portions of the contract. These completion dates shall be strictly adhered to.

General Conditions, Section 17.02 of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri" October 2016 shall be amended to include the following:

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

4. ENGINEER

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

5. GENERAL CONDITIONS

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

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

6. MEASUREMENT AND PAYMENT

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

- A. **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 of the lowest bid option.
- B. **Clearing, Tree Removal:** Clearing, Tree Removal shall be considered a lump sum item for payment. The lump sum cost for this item shall include all equipment, labor and materials required to remove and dispose of trees, brush, other vegetation, rock, and any other materials, natural or man-made that must be removed from the job site.
- C. **24-inch, Ductile Iron Pipe:** 24-inch, Ductile Iron Pipe shall be measured and paid for at the unit bid price per linear foot. The unit price for this item shall include all materials, necessary labor and equipment for excavation, installation of new pipe, fittings, backfill, testing, and removal of all construction debris and grading. The pipe shall have a

pressure class of 250 and cement lined as per AWWA C104. All fittings shall be ductile iron conforming to current AWWA Specifications C110 and C153, have a pressure rating not less than the pipe and be Protecto 401 lined. All hardware shall be 316 stainless steel. All pipe and fittings shall be poly-wrapped. The pipe shall be American Fastite joint pipe or approved equal. Construction fencing to ensure public safety is subsidiary to this line item.

- D. **24" 90 Degree Bends:** 24" 90 Degree Bends shall be measured and paid for at the unit bid price per each. The unit price for this item shall include all materials, necessary labor and equipment for the installation of the bends as per plan. All fittings shall be ductile iron conforming to current AWWA Specifications C110 and C153, have a pressure rating not less than the pipe and be Protecto 401 lined. All hardware shall be 316 stainless steel. All pipe and fittings shall be poly-wrapped.
- E. **Connect Existing Force Main to New Force Main:** Connect Existing Force Main to New Force Main shall be measured and paid for at the unit bid price per each connection. The unit cost for this item shall include all materials, necessary labor and equipment required to permanently connect the existing Ductile Iron Pipe to the new pipe with restrained, ductile iron fittings. All ductile iron fittings shall be poly-wrapped and all nuts, bolts, washers and connecting rods shall be 316 stainless steel.
- F. **90 Degree Concrete Thrust Blocks:** 90 Concrete Degree Thrust Blocks shall be measured and paid for at the unit bid price per each. The unit cost for this item shall include all material, necessary labor and equipment required to install thrust blocks at locations where there are horizontal or vertical changes in pipe alignment.
- G. **Pavement Replacement:** Pavement Replacement shall be paid for the unit bid price per square foot. The unit cost for this item shall include all equipment, labor and materials required for the removal and disposal of existing pavement, backfilling the excavation with AB-3 or flowable fill, over-cutting the pavement by one foot around the excavation and 8" of KCMMB 4K concrete pavement.
- H. **Curb Replacement:** Curb Replacement shall be paid for at the unit bid price per linear foot. The unit cost for this item shall include all materials, equipment and labor required for the removal, disposal of and installation of new curb. Concrete shall be KCMMB 4K mix, doveled into existing and reinforced with three #4 rebar.
- I. **Sidewalk Replacement:** Sidewalk Replacement shall be paid for at the unit bid price per square foot. The unit bid price shall include all materials, equipment and labor required for the removal and disposal of existing, and the installation of new sidewalk. Concrete shall be KCMMB 4K mix and shall be doveled into the existing sidewalk.

- J. **Sod:** Sod shall be measured and paid for at the unit bid price per square yard. The unit price shall include all labor, equipment and materials required to place and establish sod in the disturbed areas. The contractor shall be responsible for maintaining the sod in a growing condition for 90 days.

- K. **Traffic Control:** Traffic Control shall be considered a lump sum for payment. The unit bid cost for this item shall include all materials, labor and equipment required to provide a safe working environment including, but not limited to, all signage to control traffic through the work area as required by the MUTCD.

7. ADDITIONAL INFORMATION

- 7.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 22-378-201

Appendix B
General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

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

PROPOSAL FORM A
RFP 21-378-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Andrew Breit having authority to act on behalf of (Company name) Breit Construction do hereby acknowledge that (Company name) Breit Construction 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.

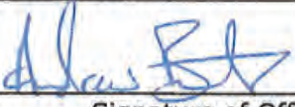
FIRM NAME: Breit Construction

ADDRESS: PO Box 551
Street

ADDRESS: Raymore MO 64083
City State Zip

PHONE: (913) 485-8008

E-MAIL: andy.breit@breitconstructionllc.com

DATE: 5/19/2022  - General Manager
(Month-Day-Year) Signature of Officer/Title

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

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

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

PROPOSAL FORM B
RFP 22-378-201

CONTRACTOR DISCLOSURES

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

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

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

Legal Matters

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

Yes No If yes, provide details in an attachment.

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

Yes No If yes, provide details in an attachment.

Required Representations

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

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

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

PROPOSAL FORM C
 RFP 22-378-201

EXPERIENCE / REFERENCES

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

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

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

COMPANY NAME	City of Raymore
ADDRESS	100 Municipal Cir Raymore, MO 64083
CONTACT PERSON	Mike Krass
CONTACT EMAIL	mkrass@raymore.com
TELEPHONE NUMBER	(816) 331-0488
PROJECT, AMOUNT AND DATE COMPLETED	Various

COMPANY NAME	City of Belton
ADDRESS	506 Main St Belton, MO 64012
CONTACT PERSON	Greg Rokos
CONTACT EMAIL	grokos@belton.org
TELEPHONE NUMBER	(816) 331-4331
PROJECT, AMOUNT AND DATE COMPLETED	Various

COMPANY NAME	City of Lake Lotawana
ADDRESS	100 Lake Lotawana Rd Lake Lotawana, MO 64086
CONTACT PERSON	Keith Herzberg
CONTACT EMAIL	kherzberg@lakelotawana.org
TELEPHONE NUMBER	(816) 578-4215
PROJECT, AMOUNT AND DATE COMPLETED	Various

COMPANY NAME	Wil-Pav, Inc.
ADDRESS	12900 E Kentucky Rd Sugar Creek, MO 64050
CONTACT PERSON	Dan Ward
CONTACT EMAIL	dan@wilpav.com
TELEPHONE NUMBER	(816) 836-1786
PROJECT, AMOUNT AND DATE COMPLETED	Various

COMPANY NAME	Onsite Construction Group LLC
ADDRESS	2610 NW Expressway, Suite A Oklahoma City, OK 73112
CONTACT PERSON	Dan Kramer
CONTACT EMAIL	daniel.kramer@onsite-cg.com
TELEPHONE NUMBER	(816) 363-9779
PROJECT, AMOUNT AND DATE COMPLETED	Various

State the number of Years in Business: 38

State the current number of personnel on staff: 14

PROPOSAL FORM D
RFP 22-378-201

Proposal of Breit Construction LLC, organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as partnership (*)

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 22-378-201 – Mazuma Force Main Replacement.

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

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

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

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

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

BID PROPOSAL FORM E – Project No. 22-378-201

Mazuma Force Main Replacement

Base Bid

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance	Lump Sum	1	1	\$ 8,494
Clearing, tree removal	LS	1	1	\$ 2,835
24 inch Ductile Iron Pipe	Lin Ft	350	284	\$ 99,400
24" 90 Bends, 401 Lined	Each	2	8,019	\$ 16,038
Connect to Existing Pipe	Each	1	7,378	\$ 7,378
90 Degree Thrust Blocks	Each	2	1,757	\$ 3,514
Curb Replacement	LF	30	74	\$ 2,220
Sidewalk Replacement	Sq Ft	75	22	\$ 1,650
Pavement Replacement	SF	1500	13	\$ 19,500
Sod	Sq Yd	150	20	\$ 3,000
Traffic control	LS	1	5,868	\$ 5,868
TOTAL BASE BID				\$ 169,897

Company Name Breit Construction LLC

Total Base Bid for Project Number: 22-378-201

\$ 169,897


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

(\$ One hundred sixty-nine thousand eight hundred ninety-seven dollars)

In blank above write out the sum of the bid.

**BID PROPOSAL FORM E – RFP 22-378-201
CONTINUED**

Company Name Breit Construction LLC

By 
Authorized Person's Signature

Andrew Breit - General Manager
Print or type name and title of signer

Company Address PO Box 551
Raymore, MO
64083

Phone (913) 485-8008

Fax (816) 322-1241

Email andy.breit@breitconstructionllc.com

Date 5/19/2022

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No.

Addendum No.

Addendum No.

Addendum No.

Addendum No.

LATE BIDS CANNOT BE ACCEPTED!

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



ADDENDUM NO. 1
Mazuma Force Main Replacement
Project #22-378-201

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

Addendum No. 1 - Question and clarification.

1. Question: Are fittings required to be domestic?

Response: No

2. Question: Will we be able to close the road off?

Response: Yes. Contractor will have to submit a traffic control plan for City approval.

3. Question: What is the maximum time to shut down the force main?

Response: Two to three days, if no rain.

4. Question: Is there a line item for a temporary reconnection?

Response: No, If needed we would do a change order

Clarification: C 905 DR 25 PVC is an acceptable alternative to ductile iron Pipe.

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after May 13, 2022 at 5 p.m.

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

Company Name: Breit Construction LLC

By: Andrew Breit

Title: General Manager

Address: PO Box 551

City, State, Zip: Raymore, MO 64083

Date: 5/19/2022 Phone: (913) 485-8008

Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID

Date: 3/19/2021



Manhole
sta. 69+48

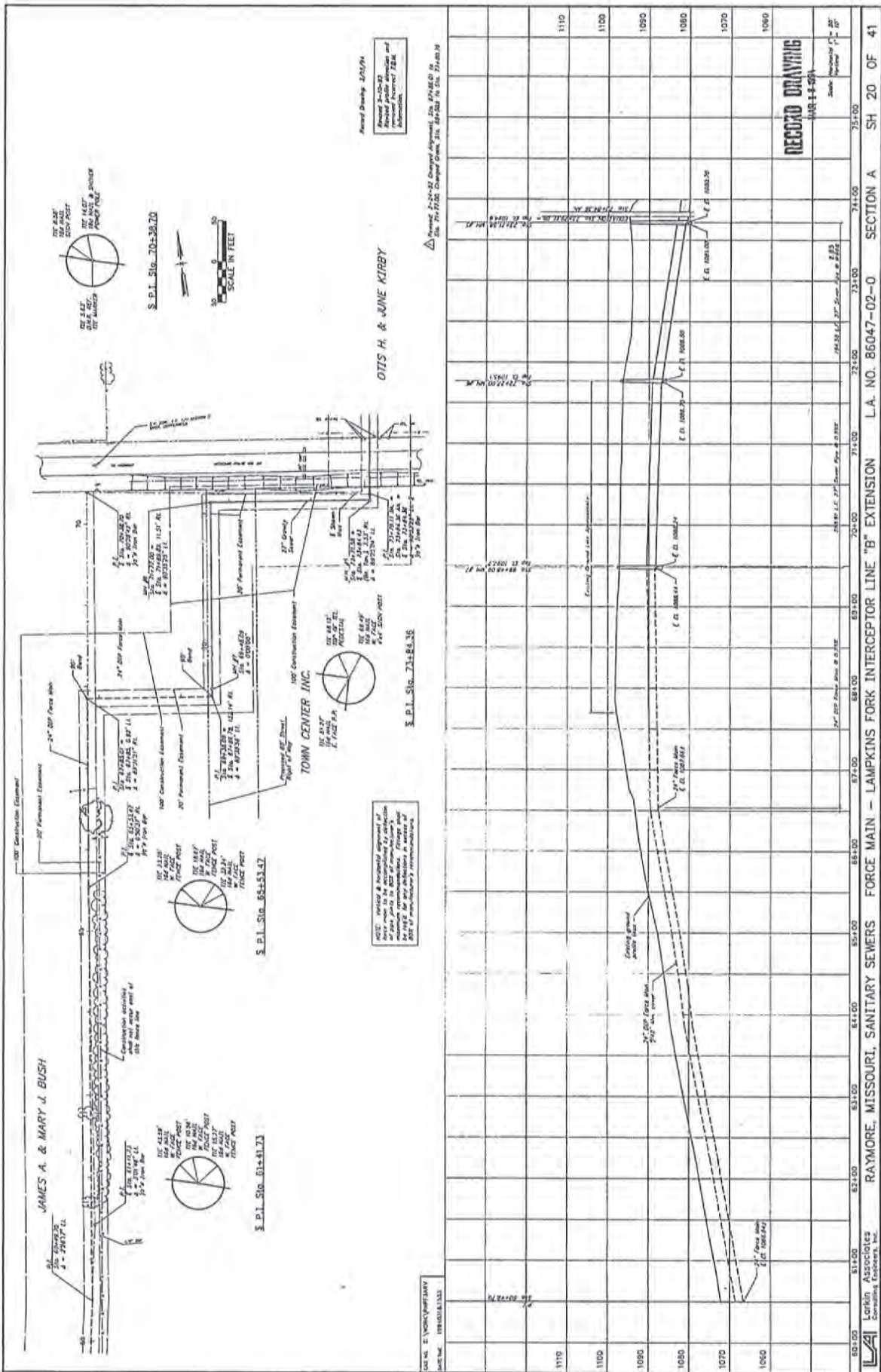
W Conway St

Force Main to be Replaced

sta. 66+00

N Sunset Ln

The City makes no warranty of any kind, expressed or implied, regarding fitness of the information shown for a particular use.



DATE: 05/11/2022
 TIME: 10:00:00 AM

LOKIN ASSOCIATES
 CONSULTING ENGINEERS, INC.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: June 13, 2022

SUBMITTED BY: Elisa Williams

DEPARTMENT: Finance

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

TITLE / ISSUE / REQUEST

Bill 3728: Budget Amendment for purchase of two tracts of real estate

STRATEGIC PLAN GOAL/STRATEGY

4.3.2: Establish a strong connection between the budget and strategic plan

FINANCIAL IMPACT

Award To:
Amount of Request/Contract: \$1,025,000
Amount Budgeted: \$0.00
Funding Source/Account#: Restricted Revenue Fund (04) 04-00-8480-0000

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

In December 2021, the City purchased 10.85 acres of undeveloped land located East of North Madison Street and North of Pine Street, to be used as the location for a future justice center. The amount of the purchase was \$675,000.

In May 2022, the City purchased a tract of land that includes 40+/- acres of undeveloped land, in addition to various temporary buildings that offer storage and classroom instruction space. For approximately six years, the City of Raymore has leased this land from the Pesek Family Land LLC for the Police Department to use as a firing range. In an effort to permanently secure the property as the City's firing range, the City purchased the real estate for \$350,000.

Staff is requesting a budget amendment in the amount of \$1,025,000 from the Restricted Revenue Fund (04) to fully fund the purchase of these two tracts of land.

BILL 3728

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE RESTRICTED REVENUE FUND (04) FOR THE PURCHASE OF TWO TRACTS OF REAL ESTATE."

WHEREAS, the City purchased 10.85 acres of undeveloped property to be used for a future justice center, located east of North Madison Street and north of Pine Street in the amount of \$675,000; and,

WHEREAS, the City purchased 40 acres of undeveloped property that was previously leased for the Raymore Police Department firing range, located west of MO-291 Highway and south of 225th Street in Cass County, Missouri, in the amount of \$350,000.

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

Section 1. The City Manager is directed to amend the FY 2022 Budget to reflect the following:

Fund	Budgeted	Amended	Change
Restricted (04)	\$0	\$1,025,000	\$1,025,000

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 13TH DAY OF JUNE, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 27TH DAY OF JUNE, 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

Miscellaneous

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, JUNE 6, 2022, AT 7:00 P.M., AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT IN PERSON: MAYOR TURNBOW, COUNCILMEMBERS BARBER, BERENDZEN, BURKE III, FORSTER, HOLMAN, TOWNSEND, AND WILLS. PRESENT VIA ZOOM: COUNCILMEMBER ABDELGAWAD. ALSO PRESENT IN PERSON: CITY MANAGER JIM FEUERBORN, ASSISTANT CITY MANAGER RYAN MURDOCK, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF.

A. Planned Unit Development Zoning Overview

Development Services Director David Gress provided an overview of the general application, process, and requirements of the Planned Unit Development (PUD) zoning tool as it relates to planning and development activities within the City. Council asked questions and discussed in detail the aspects of the PUD zoning.

B. Sample Tree Preservation Ordinance

Development Services Director David Gress reviewed current requirements pertaining to trees and development and provided a general framework for a possible ordinance that would implement a Tree Preservation Plan within the Unified Development Code. Staff will bring the item back to a work session at a later date.

C. Other

The work session of the Raymore City Council adjourned at 8:38 p.m.