

AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, July 11, 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. Monthly Court Report (pg 11)
- C. 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, June 27, 2022 (pg 17)

- 9. Unfinished Business - Second Reading**

- A. Agreement with Raymore-Peculiar School District for SRO Services

- Reference: - Agenda Item Information Sheet (pg 25)
- Bill 3729 (pg 27)
- Agreement (pg 29)

This agreement calls for the City of Raymore to provide School Resource Officer (SRO) services to the Raymore-Peculiar School District for schools within the Raymore City limits and the East Middle School in Cass County, as

needed, during the 2022-2023 school year. The School District will provide reimbursement to the City for these services.

- City Council, 6/27/2022: Approved 5-0

B. Budget Amendment: Schedule of Fees: Trash, Recycling, and Yard Waste

Reference: - Agenda Item Memo (pg 35)
- Bill 3731 (pg 37)
- Constable Sanitation Notice letter (pg 39)

As part of the contract for trash, recycling, and yard waste collection, Constable Sanitation is requesting an adjustment in the fee for trash and recycling services. This increase follows the Consumer Price Index for garbage and trash hauling. The proposed rates will increase trash service by \$0.73 cents a month and will increase recycling by \$0.28 cents per month.

- City Council, 6/27/2022: Approved 5-0

10. New Business - First Reading

A. Raymore Commerce Center South PUD and Preliminary Plan (public hearing)

Reference: - Agenda Item Memo (pg 43)
- Bill 3725 (pg 45)
- Staff Report (pg 48)
- Memorandum of Understanding (pg 63)
- Preliminary Development Plan (pg 79)

An application was filed by Grant Harrison, representing VanTrust Real Estate LLC and property owner Double G Properties, LP, requesting to reclassify the zoning of 262.09 acres located south of 195th Street 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 Council reviewed this request at their May 23, 2022 meeting, and voted 5-3 to table the request to allow for City Staff and the developer to address traffic mitigation, berming, landscaping, and to provide the public a 15-day notice of a public hearing.

- Planning and Zoning Commission, 05/17/2022: Approved 8-0
- City Council, 05/23/2022: Tabled for further review 5-3
- City Council, 06/27/2022: Postponed at the request of Applicant

B. Award of Contract - 2022 Street Preservation

Reference: - Agenda Item Information Sheet (pg 89)
- Bill 3733 (pg 91)
- Contract (pg 93)

Staff recommends approval of Bill 3733 awarding the contract to JM Fahey Construction Company for the 2022 Street Preservation Project. Work will take place at locations shown on the attached map.

C. Budget Amendment - 2022 Street Preservation

Reference: - Agenda Item Memo (pg 133)
- Bill 3736 (pg 135)

The contract for the 2022 Street Preservation project is greater than our FY22 budget for this project. Staff recommends amending the FY22 Capital Improvement Sales Tax Fund budget to fully fund the annual Street Preservation project.

D. Award of Contract - 2022 Curb Project

Reference: - Agenda Item Information Sheet (pg 137)
- Bill 3734 (pg 139)
- Contract (pg 141)

Staff recommends approval of Bill 3734 awarding the contract to Terry Snelling Construction Inc. for the 2022 Curb replacement project. Work will take place at the locations shown on the attached map.

E. Award of Contract - 2022 Stormwater Improvements

Reference: - Agenda Item Information Sheet (pg 183)
- Bill 3735 (pg 185)
- Contract (pg 187)

Staff recommends awarding the contract to J. Richardson Construction for the 2022 Stormwater Improvements Project. Work will take place at locations shown on the attached map.

11. Public Comments

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

12. Mayor/Council Communication

13. Adjournment

EXECUTIVE SESSION (CLOSED MEETING)

The Raymore City Council is scheduled to enter into executive session to discuss real estate matters as authorized by RSMo 610.021 (2).

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

June 2022

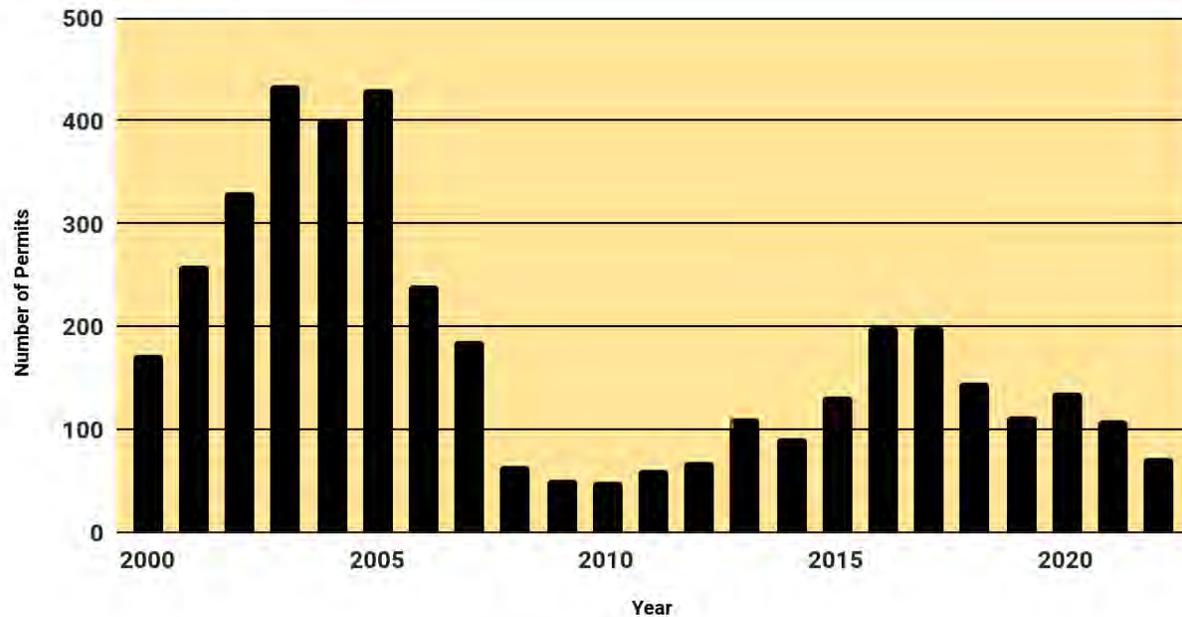
Building Permit Activity

Type of Permit	JUNE 2022	2022 YTD	2021 YTD	2021 Total
Detached Single-Family Residential	7	80	76	108
Attached Single-Family Residential	112	170	0	166
Multi-Family Residential	0	0	0	0
Miscellaneous Residential (deck; roof)	101	399	356	574
Commercial - New, Additions, Alterations	0	9	14	38
Sign Permits	14	29	7	37
Inspections	JUNE 2022	2022 YTD	2021 YTD	2021 Total
Total # of Inspections	741	2,903	2,006	3,882
Valuation	JUNE 2022	2022 YTD	2021 YTD	2021 Total
Total Residential Permit Valuation	\$24,104,750	\$55,578,050	\$19,910,800	\$57,700,900
Total Commercial Permit Valuation	\$0	\$31,671,700	\$2,738,900	\$39,600,680

Additional Building Activity:

- Building Construction continues within The Venue of The Good Ranch townhome development. The Developer secured 112 additional permits in the month of June
- Site work continues for Alexander Creek Third Plat.
- Site work continues for Eastbrooke at Creekmoor 3rd Plat
- Site work continues for the Timber Trails 3rd Plat
- 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.
- The pad for Building 2 in the Raymore Commerce Center (500,000 SF) was poured over the month of June
- Construction work continues on the School District LEAD facility
- The Lofts at Foxridge has reached substantial completion. Only outdoor landscaping, minor site grading and clean up remain.

Single Family Building Permits



Code Enforcement Activity

Code Activity	JUNE 2022	2022 YTD	2021 YTD	2021 Total
Code Enforcement Cases Opened	83	386	280	575
<i>Notices Mailed</i>	-	-	-	-
-Tall Grass/Weeds	39	87	64	85
- Inoperable Vehicles	22	122	124	191
- Junk/Trash/Debris in Yard	6	51	58	94
- Object placed in right-of-way	2	5	2	5
- Parking of vehicles in front yard	2	24	22	45
- Exterior home maintenance	6	45	31	63
- Other (trash at curb early; signs; etc)	0	0	4	6
Properties mowed by City Contractor	8	19	35	42
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	0	0	1	2
Signs in right-of-way removed	92	543	298	524
Violations abated by Code Officer	6	48	48	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 South PUD Rezoning and Preliminary Plan
- Oak Ridge Farms 4th Plat and Final Site Plan
- Raymore Galleria Easement Vacation
- Comprehensive Plan

	As of June 30, 2022	As of June 30, 2021
Homes currently under construction	498(260units at Sunset Plaze & Venue)	585 (396 units at Lofts of Foxridge)
Total number of Undeveloped Lots Available (site ready for issuance of a permit for a new home)	154	195
Total number of dwelling units in City	9,388	8,857

Actions of Boards, Commission, and City Council

June 7, 2022 Planning and Zoning Commission

- Meeting Canceled

June 13, 2022 City Council

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

June 21, 2022 Planning and Zoning Commission

- Meeting Canceled

June 27, 2022 City Council

- 1st reading (continued) - Raymore Commerce Center South PUD (public hearing)
 - Removed from the Agenda at the request of applicant due to lack of full Council.

Upcoming Meetings – March & April

July 5, 2022 Planning and Zoning Commission

- Meeting Canceled

July 11, 2022 City Council

- 1st reading (continued) - Raymore Commerce Center South PUD (public hearing)

July 19, 2022 Planning and Zoning Commission

- Edgewater at Creekmoor 8th Final Plat
- Edgewater at Creekmoor 9th Final Plat
- Timber Trails 3rd Plat
- Ascend at Raymore Final Plat & Site Plan
- Ridgeview Estates PUD Final Development Plan

July 25, 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 - Ascend at Raymore Final Plat
- 1st reading - Ridgeview Estates Final Development Plan
- 2nd reading - Raymore Commerce Center South PUD

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.
- Economic Development Director Brandon Keller and Development Services Director David Gress met with representatives from the Missouri Department of Economic Development Regional Engagement Team to discuss projects and initiatives within the Community.
- 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

- Utility mapping permitting & asset management
- Evaluation of large format printing/scanning equipment
- Support for reporting commercial mapping & routing failures by suggesting updates to select suppliers
- Customization of web mapping application(s) as requested & required
- Requests for information, geospatial data & file management
- Addressing operations, including review of summary reports for regional emergency services
- Update of feature data and reports
- Data development for clients
- IIS website configuration & subsequent repair of ArcGIS Portal services
- Creation of contextual maps for processing of development application(s)

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: Jun 1, 2022 - Jul 1, 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:		
Municipal Judge:				
<u>II. MONTHLY CASELOAD INFORMATION</u>		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		54	1,134	660
B. Cases (citations/informations) filed		8	101	40
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	1	0
3. court/bench trial - NOT GUILTY		1	1	0
4. plea of GUILTY in court		6	77	29
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	16	0
6. dismissed by court		0	3	3
7. <i>nolle prosequi</i>		1	5	6
8. certified for jury trial (not heard in Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		8	103	38
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		54	1,132	662
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	290	1. # Issued during period		0
2. # Served/withdrawn during reporting period	68	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	1,485			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: RAYMORE	Reporting Period: Jun 1, 2022 - Jul 1, 2022
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V. DISBURSEMENTS

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	\$10,951.00	Court Automation	\$761.73
Clerk Fee - Excess Revenue	\$894.55	Law Enf Arrest-Local	\$200.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$27.58	Overpayments Detail Code	(\$225.00)
Bond forfeitures (paid to city) - Excess Revenue	\$507.50	Total Other Disbursements	\$736.73
Total Excess Revenue	\$12,380.63	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$21,365.00
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Bond Refunds	\$839.50
		Total Disbursements	\$22,204.50
Fines - Other	\$6,072.50		
Clerk Fee - Other	\$411.27		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$108.81		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$775.87		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$12.69		
Law Enforcement Training (LET) Fund surcharge	\$218.00		
Domestic Violence Shelter surcharge	\$432.00		
Inmate Prisoner Detainee Security Fund surcharge	\$216.50		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$8,247.64		

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

I. COURT INFORMATION		Contact information same as last report <input type="checkbox"/>	
Municipality: RAYMORE		Reporting Period: June, 2022	
Mailing Address: 100 MUNICIPAL CIRCLE		Software Vendor: Tyler Technologies	
Physical Address: 100 MUNICIPAL CIRCLE		County CASS COUNTY	Circuit: 17
Telephone Number: (816) 331-1712		Fax Number: (816) 331-0634	
Prepared By: ANGELA DAVIS	E-mail Address raymorecourt@raymore.com		iNotes <input type="checkbox"/>
Municipal Judge(s): ROSS C. NIGRO JR.		Prosecuting Attorney: WILLIAM MARSHALL II	
II. MONTHLY CASELOAD INFORMATION			
	Alcohol & Drug related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month	52	1,087	609
B. Cases (citations / informations) filed	0	0	0
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	0	0	0
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	0	0
6. dismissed by court	0	0	0
7. nolle prosequi	0	0	2
8. certified for jury trial(not heard in the Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	0	0	2
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]	52	1,087	607
E. Trial de Novo and / or appeal applications filed	0	0	0
III. WARRANT INFORMATION (pre- & post-disposition)			
1. # Issued during reporting period		IV. PARKING TICKETS	
0		# Issued during period	0
2. # Served/withdrawn during reporting period		<input checked="" type="checkbox"/> Court staff does not process parking tickets	
678			
3. # Outstanding at end of reporting period			
188			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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2022

I. COURT INFORMATION	Municipality: RAYMORE	Reporting Period: June, 2022
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V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements cont.	
Fines - Excess Revenue	\$ 0.00		\$
Clerk Fee - Excess Revenue	\$ 0.00		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$ 0.00		\$
Bond forfeitures (paid to city) - Excess Revenue	\$ 0.00		\$
Total Excess Revenue	\$ 0.00		\$
Other Revenue (non-minor traffic and ordinance violations not subject to the excess revenue percentage limitation)			\$
Fines - Other	\$ 0.00		\$
Clerk Fee - Other	\$ 0.00		\$
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$ 0.00		\$
Peace Officer Standard and Training (POST) Commission surcharge	\$ 0.00		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$ 0.00		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$ 0.00		\$
Law Enforcement Training (LET) Fund surcharge	\$ 0.00		\$
Domestic Violence Shelter surcharge	\$ 0.00		\$
Inmate Prisoner Detainee Security Fund surcharge	\$ 0.00		\$
Sheriff's Retirement Fund (SRF) surcharge	\$ 0.00		\$
Restitution	\$ 0.00		\$
Parking ticket revenue (including penalties)	\$ 0.00		\$
Bond forfeitures (paid to city) - Other	\$ 0.00		\$
Total Other Revenue	\$ 0.00	Total Other Disbursements	\$ 0.00
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$ 0.00
	\$	Bond Refunds	\$ 0.00
	\$	Total Disbursements	\$ 0.00

Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, JUNE 27, 2022 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: COUNCILMEMBERS BARBER, BERENDZEN, FORSTER, HOLMAN, AND MAYOR PRO TEM TOWNSEND. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY CLERK ERICA HILL.

1. Call to Order

Mayor Pro Tem Townsend called the meeting to order at 7:00 p.m.

2. Roll Call

City Clerk Erica Hill called roll; quorum present to conduct business. Mayor Turnbow, Councilmembers Abdelgawad, Burke, and Wills were absent.

3. Pledge of Allegiance

Councilmember Holman and Mayor Pro Tem Townsend asked for a moment of silence in honor of the train accident in southern Missouri and for the loss Councilmember Abdelgawad recently experienced.

4. Presentation/Awards

5. Personal Appearances

6. Staff Reports

Public Works Director Mike Krass provided a review of the staff report included in the Council packet.

Parks and Recreation Director Nathan Musteen provided a review of the staff report included in the Council packet. He reviewed the details of the upcoming Spirit of America event on July 1. He answered questions from Council.

City Clerk Erica Hill announced that the 2022 Record Destruction program has been completed in accordance with the Missouri Secretary of State's office.

Communications Manager Melissa Harmer noted the success of the eWaste Collection event and reviewed the informational campaign for Question P.

Development Services Director David Gress provided an update on the comprehensive plan and expectations for the upcoming Community Conversation on July 27.

City Manager Jim Feuerborn advised that the applicant for Item A of New Business, Raymore Commerce Center South PUD and Preliminary Plan, has asked to be removed from tonight's agenda and be placed on the July 11 regular meeting

agenda. Staff will republish the public hearing notice for that date. He also announced that the City has been awarded the Distinguished Budget Presentation Award and that there will be no work session on July 4 in observance of Independence Day.

7. Committee Reports

8. Consent Agenda

A. City Council Regular Meeting minutes, June 13, 2022

B. Resolution 22-17: Silverlake Drainage Improvement Project - Acceptance and Final Payment

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

DISCUSSION: None

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

9. Unfinished Business

A. Award of Contract - Mazuma Force Main Replacement

BILL 3727: "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."

City Clerk Erica Hill conducted the second reading of Bill 3727 by title only.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3727 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Absent
	Councilmember Barber	Aye

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

Mayor Pro Tem Townsend announced the motion carried and declared Bill 3727 as **Raymore City Ordinance 2022-049.**

B. Budget Amendment for the Purchase of Land

BILL 3728: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE RESTRICTED REVENUE FUND (04) FOR THE PURCHASE OF TWO TRACTS OF REAL ESTATE."

City Clerk Erica Hill conducted the second reading of Bill 3728 by title only.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3728 by title only.

DISCUSSION: None

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

Mayor Pro Tem Townsend announced the motion carried and declared Bill 3728 as **Raymore City Ordinance 2022-050.**

10. New Business

A. Raymore Commerce Center South PUD and Preliminary Plan (public hearing)

This item was removed from the agenda at the request of the applicant, to be placed on the July 11, 2022 regular meeting agenda.

B. Agreement with Raymore-Peculiar School District for SRO Services

BILL 3729: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ESTABLISHING AN INTERGOVERNMENTAL AGREEMENT WITH THE RAYMORE-PECULIAR SCHOOL DISTRICT TO PROVIDE SCHOOL RESOURCE

OFFICER SERVICES FOR SCHOOLS IN RAYMORE AND AS REQUESTED AT THE EAST MIDDLE SCHOOL.”

City Clerk Erica Hill conducted the first reading of Bill 3729 by title only.

Deputy Police Chief Jim Wilson provided a review of the staff report included in the Council packet. Bill 3729 is an agreement between the City of Raymore and the Raymore-Peculiar School District to provide law enforcement services through the School Resource Officer Program for schools in Raymore and as requested at the East Middle School during the 2022-2023 school year. The Cass County Sheriff’s office will be providing regular services at the East Middle School.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3729 by title only.

DISCUSSION: None

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

C. Budget Amendment: Schedule of Fees: Trash, Recycling, and Yard Waste

BILL 3731: “AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE FY 2022 BUDGET AND TO UPDATE THE SCHEDULE OF FEES FOR RESIDENTIAL TRASH AND RECYCLING SERVICES.”

City Clerk Erica Hill conducted the first reading of Bill 3731 by title only.

Assistant City Manager Ryan Murdock provided a review of the staff report included in the Council packet. As part of the contract for trash, recycling, and yard waste collection, Constable Sanitation is requesting an adjustment in the fee for trash and recycling services. This increase follows the Consumer Price Index for garbage and trash hauling. The proposed rates will increase trash service by \$0.73 cents a month and will increase recycling by \$0.28 cents per month.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3731 by title only.

DISCUSSION: Councilmember Forster thanked Constable Sanitation for minimizing the increase in costs of service.

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

11. Public Comment

12. Mayor/Council Communication

Mayor Pro Tem Townsend and Councilmembers congratulated staff on the Distinguished Budget Presentation award, thanked Public Works for the curb replacement project, expressed excitement for the Spirit of American event, and thanked Constable Sanitation for the level of service they provide.

13. Adjournment

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

DISCUSSION: None

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

The regular meeting of the Raymore Council adjourned at 7:32 p.m.

Respectfully submitted,

Erica Hill
City Clerk

Unfinished Business



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: June 27, 2022

SUBMITTED BY: Jim Wilson

DEPARTMENT: Police

- | | | | |
|---|-------------------------------------|---------------------------------------|---|
| <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 3729: Agreement for SRO services with the Raymore-Peculiar School District

STRATEGIC PLAN GOAL/STRATEGY

2.1: Set the standard for a safe and secure community

FINANCIAL IMPACT

Award To: City of Raymore from Raymore/Peculiar School District
Amount of Request/Contract: \$262/day or \$131/half day - maximum of 212 full days
Amount Budgeted:
Funding Source/Account#:

PROJECT TIMELINE

Estimated Start Date
July 1, 2022

Estimated End Date
June 30, 2023

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Raymore-Peculiar School Board
Date: May 26, 2022
Action/Vote: Approved

LIST OF REFERENCE DOCUMENTS ATTACHED

Raymore-Peculiar School District - School Resource Officer Agreement

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

On July 25, 2016, the Raymore City Council approved Bill 3192, an agreement between the City of Raymore and the Raymore-Peculiar School District to provide law enforcement services through the School Resource Officer Program for schools in Raymore and as needed at the East Middle School.

Since the inception of the program in 2016, the outstanding relationship between the District and the City has been further strengthened as a direct result of the efforts of the assigned officer. As such, the School District has proposed a continuation of the contract between the City of Raymore and the Raymore-Peculiar School District. The attached agreement mirrors the provisions of last year's contract.

The benefits of this relationship have been significant and will continue with renewal of this contract.

BILL 3729

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ESTABLISHING AN INTERGOVERNMENTAL AGREEMENT WITH THE RAYMORE-PECULIAR SCHOOL DISTRICT TO PROVIDE SCHOOL RESOURCE OFFICER SERVICES FOR SCHOOLS IN RAYMORE AND AS REQUESTED AT THE EAST MIDDLE SCHOOL."

WHEREAS, Article R-VI, Section 16 of the Constitution of Missouri provides that any municipality or political subdivision of the State may cooperate under contract to provide a common service as provided by law; and,

WHEREAS, the Raymore-Peculiar School District has expressed a desire to continue the public safety presence within the district through a contract and payment for the assignment of a Raymore Police Officer in schools designated within the attached contract.

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

Section 1. The Mayor is hereby authorized to execute an agreement between the Raymore-Peculiar School District and the City of Raymore to provide School Resource Officer services, attached as Exhibit A.

Section 2. Effective date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation of 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 27TH DAY OF JUNE, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 11TH DAY OF JULY, 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



Raymore-Peculiar School District

21005 S. School Rd., Peculiar, MO 64078 • Phone: 816-892-1300 • Fax: 816-892-1380

School Resource Officer AGREEMENT

This Agreement is entered into this 1st day of July, 2022, by and between the City of Raymore, a public entity, hereinafter referred to as "City" and Raymore-Peculiar R-II School District, a political subdivision of the State of Missouri, hereinafter referred to as "District."

WITNESSETH

For, and in consideration of, the mutual promises, terms, and covenants, and conditions set forth herein, the parties agree as follows:

1. Purpose of Agreement – The purpose of the Agreement is for the City to assign a police officer to provide law enforcement services, through the School Resource Officer (SRO) program, as specified herein. The School Resource Officer will have additional duties outside of the District involving School/Youth/Community Outreach not specified in this agreement. Those duties will be determined in cooperation with the Assistant Superintendent of Operations and the Raymore Chief of Police.

One (1) police officer, hereinafter referred to as the "officer" will serve the Raymore-Peculiar School District facilities and properties in the northern portion of the Raymore-Peculiar School District within the city limits of Raymore and at the East Middle School, but will provide support to all District facilities through the appropriate mutual aid agreements with other jurisdictions.

The officer will work with school district personnel in providing education on topics that include, but not limited to: alcohol/drug education and support, anti-bullying/cyber-bullying, community/school safety, safe driving and teen dating violence. This officer is responsible for maintaining a safe campus environment, serving as a law enforcement problem-solving resource, and providing the appropriate response regarding on-campus or school related criminal activity.

2. Term – The term of the Agreement shall be from July 1, 2022 through June 30, 2023 as outlined in the attached SRO calendar, provided the term may be mutually extended by the parties as they deem necessary to satisfy attendance requirements that may have been affected by inclement weather, or other factors. During days the officer is not on duty with the School District, the officer may perform community outreach duties as determined by the Chief of Police. In the event of a city-wide emergency, the officer may be removed from the school to perform police duties at the direction of the Chief of Police, or a designee.
(See attached calendar)
3. Termination – The Agreement may be terminated without cause by either party upon 30 days prior written notification.
4. Relationship of Parties – The City and the assigned officer shall have the status of an independent contractor for purposes of the Agreement. The officer assigned to the District shall be considered an employee of the City, selected by and under the command and supervision of the Police Department. The assigned officer will be subject

to current procedures in effect for the City of Raymore police officers, including attendance at all mandated training and testing to maintain state law enforcement certification. The Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in the Agreement. The parties agree that no person supplied by the District to accomplish the goals of the Agreement is considered to be a City employee and that no rights under City civil service, retirement, or personnel rules accrue to such person.

5. Consideration – In consideration of the assignment of one (1) police officer to work in the District as provided herein, the District agrees to pay the City \$262.00 per day (8 hour day) for each full day the police officer works for the District or \$131.00 per half day (4 hour day) for a maximum of 212 full work days or combination thereof whenever school is in session. The District will not be responsible for payment of overtime, unless it is requested by the District and mutually agreed upon with the Police Department. Any school district assignment of the officer requiring overtime pay shall be reimbursed to the City at the overtime rate according to City payroll regulations. The officer's weekly District schedule will be assigned by the Assistant Superintendent of Operations in cooperation with the Raymore Chief of Police, or a designee. The Assistant Superintendent of Operations and the Chief of Police will meet at regular intervals to ensure that any issues and/or concerns are addressed in a timely manner.

The officer may be asked to attend afternoon or evening events in lieu of regular day duty. Each party will maintain a budget for expenditures under the Agreement. Payment from District to City is due upon District's receipt of an itemized statement of cost from the City. The City will invoice the District monthly based upon number of days (full or half as defined above) worked in each particular month. The officer shall submit a monthly timesheet through the chain of command to the Chief of Police, who will approve and forward to the District's Assistant Superintendent of Operations showing the number of days worked and any pre-approved overtime prior to payment being made from the District to the City. The City will provide an official police vehicle and fuel for the assigned officer and cover the costs of police officer training consistent with City policies and procedures. Use of department vehicle must be consistent with Police Department policy at all times.

6. Officer Responsibilities – The officer assigned to the District shall:
 - a. Provide a program of law and education-related issues to the school community, including parents, on such topics as: tobacco, alcohol, and other drug related issues, and in addressing violence diffusion, violence prevention, anti-bullying, cyber-bullying, seatbelt education, texting and distracted driving, and other safety issues in the school community;
 - b. Act as a communication liaison with law enforcement agencies; providing basic information concerning students on campuses served by the officer;
 - c. Provide informational in-service training and be a general resource for the staff on issues related to alcohol and other drugs, violence prevention, gangs, safety and security;
 - d. The officer will gather information regarding problems such as criminal activity, gang activity and student unrest, and attempt to identify particular individuals who may be a disruptive influence to the school and/or students;
 - e. If/when a crime occurs, the officer will take the appropriate steps consistent with Missouri law enforcement police officer duties, and the Codes and policies of the City of Raymore;

- f. The officer will present educational programs to students, parents and/or school staff on topics agreed upon by the Police Department and the District;
- g. The officer will refer students and/or their families to the appropriate agencies for assistance when a need is determined and communication with the School Principal has occurred before doing so;
- h. Unless exigent circumstances prevent it, the officer will attempt to advise the Police Department, Assistant Superintendent of Operations and the School Principal prior to taking law enforcement action, subject to the officer's duties under the law;
- i. The officer shall not act as school disciplinarian, nor make recommendations regarding school discipline. The officer may be used for regularly assigned supervision duties such as lunchroom, hall monitoring, bus supervision or other monitoring duties. If there is an unusual/temporary problem in any other area of the District, the officer may be used to assist District employees until the problem is solved through agreement between the District and Raymore Police Department.
- j. The officer will conduct safety and security assessments of the school facilities and make recommendations for improvement to the Assistant Superintendent of Operations.
- k. The officer will maintain an activity log, attendance calendar and compile monthly safety and security data to be furnished on District approved forms and submitted to the Assistant Superintendent of Operations.
- l. Incidents requiring police action that occur outside of Raymore City limits must be referred to the appropriate jurisdiction.

Provided further that nothing required herein is intended to nor will it constitute a relationship or duty for the assigned officer of the City beyond the general duties that exist for law enforcement officers within the State of Missouri.

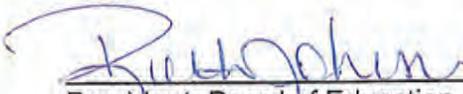
7. Time and Place of Performance – The City will endeavor to have an officer available for duty at the assigned school(s) each day indicated in advance on a mutually agreed upon schedule. The assigned officer's activities will be restricted to school grounds except for:
 - a. Follow-up home visits when needed as a result of school related student problems;
 - b. School related off-campus activities when police officer participation is requested by the Assistant Superintendent of Operations and/or Principal and approved by the Police Chief;
 - c. In response to off-campus, but school related, criminal activity;
 - d. In response to emergency police activities.

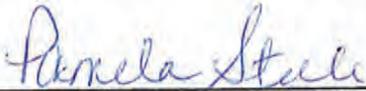
The City may furnish a substitute officer on days when the assigned officer is absent due to illness or police department requirements in order to fulfill the number of days stipulated in this contract.

8. District Responsibilities – The District will provide the assigned officer an office and such equipment as is necessary at his/her assigned school. Equipment shall include a telephone, secured filing space and access to a computer.

Raymore-Peculiar R-II School District

By: 
Superintendent of Schools

By: 
President, Board of Education

Attested by: 
Secretary, Board of Education

City of Raymore, Missouri

By: _____
City Administrator

By: _____
Mayor

Attested by: _____
City Clerk

School Event Security Memorandum of Understanding

This MEMORANDUM OF UNDERSTANDING is entered into this 1st day of July, 2022, by and between the City of Raymore, Missouri, a public entity, hereinafter referred to as "City" and Raymore-Peculiar R-II School District, a political subdivision of the State of Missouri, hereinafter referred to as "District", collectively referred to as the "the Parties".

RECITALS:

The City and the District have a history of mutual cooperation in providing for the health, safety, and welfare of City's youth.

The City and the District currently are parties to a School Resource Officer Agreement whereby City Police Officers provide educational and support services to the District in the spirit of continued cooperation.

The City and the District are desirous to extend the cooperation between the Parties such that City Police Officers will provide security and order at after school events.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and the District agree as follows:

1. Security and safety duties, of the kind performed by City Police Officers in their normal course of duty, at events sponsored or sanctioned by the District, but for which attendance is not compulsory for the majority of the student body, typically falling outside the hours of 7:00 a.m. – 3:30 p.m., hereinafter referred to as "after-hours events," shall be pre-approved overtime for City Police Officers subject to the School Resource Officer Agreement upon 48 hours' actual notice to the City;
2. Nothing in this Memorandum of Understanding shall be construed as evidence that City Police Officers staffing after-hours events are employees of the District, independent contractors, or anything other than City Police Officers performing their normal course of duty;
3. If, due to conflict with other duties or scheduling, the City Police Officers subject to the School Resource Officer Agreement are unavailable to staff after-hours events, the City and District may agree upon substitute officers to staff after-hours events for security and safety purposes;
4. Upon agreement of the Parties, additional City Police Officers may staff a given after-hours event subject to the terms of the Memorandum;
5. City Police Officers staffing after-hours events shall be paid their applicable overtime rates by the City;
6. The City will invoice the District for time spent by its Police Officers at such after-hours events monthly;
7. Any City Police Officer performing services to the District at after-hours events shall submit a monthly timesheet through the chain of command to the Chief of Police, who will approve and forward said timesheets to the District's Assistant Superintendent of Operations showing the hours worked by the Officer;
8. The Parties shall communicate regularly and endeavor in good faith to resolve any unforeseen issues or problems as they arise;

9. The City shall provide the District with a list, which shall be revised from time to time as is necessary, of officers available and willing to staff after-hours events and each officer's corresponding applicable overtime rates;
10. This Memorandum of Understanding shall be effective from the date of execution through June 30, 2023, provided the term may be mutually extended by the Parties as they deem necessary upon completion of a signed writing by the Parties;
11. This Memorandum of Understanding may be terminated without cause by either party upon 30 days' prior written notification;
12. Any disputes arising under this Memorandum of Understanding shall be governed by applicable Missouri Law;

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as indicated.

CITY OF RAYMORE

RAYMORE-PECULIAR R-II SCHOOL DISTRICT

By: _____

By: Ruth Johnson

Name: _____

Name: Ruth Johnson

Title: _____

Title: Board President



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: June 27, 2022

SUBMITTED BY: Ryan Murdock

DEPARTMENT: Administration

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

TITLE / ISSUE / REQUEST

Bill 3731: Budget Amendment: Trash, Recycling, and Yard Waste Fees

STRATEGIC PLAN GOAL/STRATEGY

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:
Date:
Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

Request letter from Constable Sanitation - George Constable

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

As part of the contract for trash, recycling, and yard waste collection, Constable Sanitation is requesting an adjustment in the fee for trash and recycling services. This increase follows the Consumer Price Index for garbage and trash hauling. The proposed rates will increase trash service by \$0.73 cents a month and will increase recycling by \$0.28 cents per month.

BILL 3731

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE FY 2022 BUDGET AND TO UPDATE THE SCHEDULE OF FEES FOR RESIDENTIAL TRASH AND RECYCLING SERVICES.”

WHEREAS, the City Council approved a contract with Constable Sanitation that allows for annual review and rate adjustments based on the Consumer Price Index for Garbage and Trash Collection and Recycling Services; and,

WHEREAS, the Consumer Price Index rose at a rate of 8.6% through May of 2022.

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

Section 1. The City Manager is hereby directed to amend the FY 2022 Budget to reflect the updated schedule of fees as follows:

TRASH SERVICE

Residential Trash Service	\$13.55 per month to \$14.28 per month
Residential Recycling Service	\$5.20 per month to \$5.48 per month
Residential Cart Fee	\$1.50 per month
Residential Additional Cart Fee	\$0.75 per additional cart

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

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

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

DULY READ THE FIRST TIME THIS 27TH DAY OF JUNE, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 11TH DAY OF JULY, 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



Hello City of Raymore,

Due to several solid waste market place increases in recent months, Constable Sanitation will be implementing a price increase effective July 15, 2022. The price is outline below:

Current trash collection rate - \$13.55

Adjusted trash collection rate - \$14.28

Current recycling collection rate - \$5.20

Adjusted trash collection rates - \$5.48

We appreciate your continued support and look forward to continuing a successful business partnership with the residents in the City of Raymore.

Thank you,

George Constable

New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: July 11, 2022

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Bill 3725: Raymore Commerce Center South PUD & Preliminary Plan

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: 8-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Memorandum of Understanding
Preliminary Development Plan

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

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 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.

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

At its May 23, 2022 meeting, Council voted 5-3 to table this request for further review to allow for City Staff and the Developer to address traffic mitigation, berming, landscaping and to provide the public a 15 day notice of a public hearing once concerns have been resolved.

At the June 27, 2022 meeting, the request was pulled from the agenda at the request of the applicant due to the lack of a full Council to provide input on the revisions that were provided to the project plan.

Staff has reviewed the requested items with the Developer, and provided the necessary public hearing notice for the request and public hearing.

BILL 3725

ORDINANCE

"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."

WHEREAS, the Planning and Zoning Commission held a public hearing on May 17, 2022 and submitted its recommendation of approval on the application to the City Council; and,

WHEREAS, the City Council held a public hearing on May 23, 2022 after notice of the hearing was published in a newspaper of general circulation in Raymore, Missouri, at least fifteen (15) days prior to the hearing.

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 on the application and approves the recommendation of the Planning and Zoning Commission.

Section 2. The Zoning Map of the City of Raymore, Missouri, is amended by rezoning from "BP" Business Park District to "PUD" Planned Unit Development District for the following property:

TRACT 1:

ALL THAT PART OF SECTION 32 WHICH LIES EAST OF U.S. HIGHWAY NO. 71, EXCEPT THE FOLLOWING TRACT: PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 46, RANGE 32, IN CASS COUNTY, MISSOURI, DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF THE SAID QUARTER SECTION AND RUNNING SOUTH 89 DEGREES 41 MINUTES 01 SECONDS WEST, ALONG A LINE BEING 1.0 FEET WEST OF AND PARALLEL TO THE WEST LINE OF THE EXISTING AMOCO 50 FOOT GAS LINE EASEMENT, 2075.99 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 47 SECONDS EAST, PARALLEL TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 32, 857.03 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 32; THENCE NORTH, ALONG THE EAST LINE THEREOF, 2075.51 FEET TO THE POINT OF BEGINNING, ALL IN SECTION 32, TOWNSHIP 46, RANGE 32, IN CASS COUNTY, MISSOURI, EXCEPT THAT PART IN ROADS.

ALSO EXCEPT THAT PART CONVEYED TO D&P REALTY CO. LLC BY INSTRUMENT FILED SEPTEMBER 21, 2011 AS DOCUMENT NO. 484434 DESCRIBED AS FOLLOWS: A TRACT OF LAND IN SECTION 32, TOWNSHIP 46, RANGE 32 AND SECTION 5, TOWNSHIP 45, RANGE 32, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 3-1/4 INCH ALUMINUM MONUMENT FOUND AT THE NORTHEAST CORNER OF SAID SECTION 5, STAMPED TO IDENTIFY THE CORNER, IN ACCORDANCE WITH DEPARTMENT OF NATURAL RESOURCES DOCUMENT NUMBER 600-69004; THENCE SOUTH 00 DEGREES 28 MINUTES 48 SECONDS EAST (THIS AND SUBSEQUENT BEARINGS ARE BASED UPON THE MISSOURI STATE PLANE, WEST ZONE, COORDINATE SYSTEM) ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 5, 1427.38 FEET TO A 1/2 INCH REINFORCING STEEL BAR WITH A 1 INCH PLASTIC CAP STAMPED "BRENIZER & ASSOC"; HEREINAFTER REFERRED TO A 1/2 INCH RSBC, SET ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 71; THENCE NORTH 23 DEGREES 16 MINUTES 03 SECONDS WEST ALONG THE

EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 71, 1561.79 FEET TO A 1/2 INCH RSBC SET; THENCE NORTH 11 DEGREES 57 MINUTES 27 SECONDS WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 71, 178.48 FEET TO A CHISELED PLUS SET IN THE CONCRETE BASE

OF A HIGHWAY RIGHT-OF-WAY MARKER; THENCE NORTH 23 DEGREES 16 MINUTES 03 SECONDS WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 71, 690.62 FEET TO A 1/2 INCH RSBC SET; THENCE NORTH 24 DEGREES 42 MINUTES 38 SECONDS WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71, 662.45 FEET TO A CHISELED PLUS SET IN THE CONCRETE BASE OF A HIGHWAY RIGHT-OF-WAY

MARKER; THENCE NORTH 35 DEGREES 58 MINUTES 49 SECOND WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 71, 119.64 FEET TO A 1/2 INCH RSBC SET; THENCE SOUTH 81 DEGREES 57 MINUTES 34 SECONDS EAST, 1353.76 FEET TO A 1/2 INCH REINFORCING STEEL BAR WITH A 1 INCH PLASTIC CAP FOUND (FACE OF CAP OBLITERATED) AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32, THENCE SOUTH 02 DEGREES 31 MINUTES 51 SECONDS WEST ALONG THE EASTERLY LINE OF THE

SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32, 1327.88 FEET TO A 3/8 INCH REINFORCING STEEL BAR FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE NORTH 87 DEGREES 35 MINUTES 28 SECONDS WEST ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32, 19.83 FEET TO THE POINT OF BEGINNING, LESS THAT PART IN ROADS.

TRACT 2:

PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 46, RANGE 32, IN CASS COUNTY, MISSOURI, DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF THE SAID QUARTER SECTION AND RUNNING SOUTH 89 DEGREES 41 MINUTES 01 SECONDS WEST, ALONG A LINE BEING 1.0 FEET WEST OF AND PARALLEL TO THE WEST LINE OF THE EXISTING AMOCO 50 FOOT GAS LINE EASEMENT, 2075.99 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 47 SECONDS EAST, PARALLEL TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 32, 857.03 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 32; THENCE NORTH, ALONG THE EAST LINE THEREOF, 2075.51 FEET TO THE POINT OF BEGINNING, ALL IN SECTION 32, TOWNSHIP 46, RANGE 32, IN CASS COUNTY, MISSOURI, EXCEPT THAT PART IN ROADS.

THE ABOVE DESCRIPTION HAS BEEN TAKEN FROM AN ALTA COMMITMENT FOR TITLE INSURANCE, ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT/FILE NO.: NCS-1079586-KCTY, DATED JULY 22, 2021.

Section 3. The preliminary development plan submitted as part of the "PUD" zoning request is attached within the Memorandum of Understanding, identified as Exhibit A, and shall now be determined to be the approved development plan for the property described above.

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

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

DULY READ THE FIRST TIME THIS 11TH DAY OF JULY, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 25TH DAY OF JULY 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: July 11, 2022
Re: Case #22012 - Raymore Commerce Center South - PUD

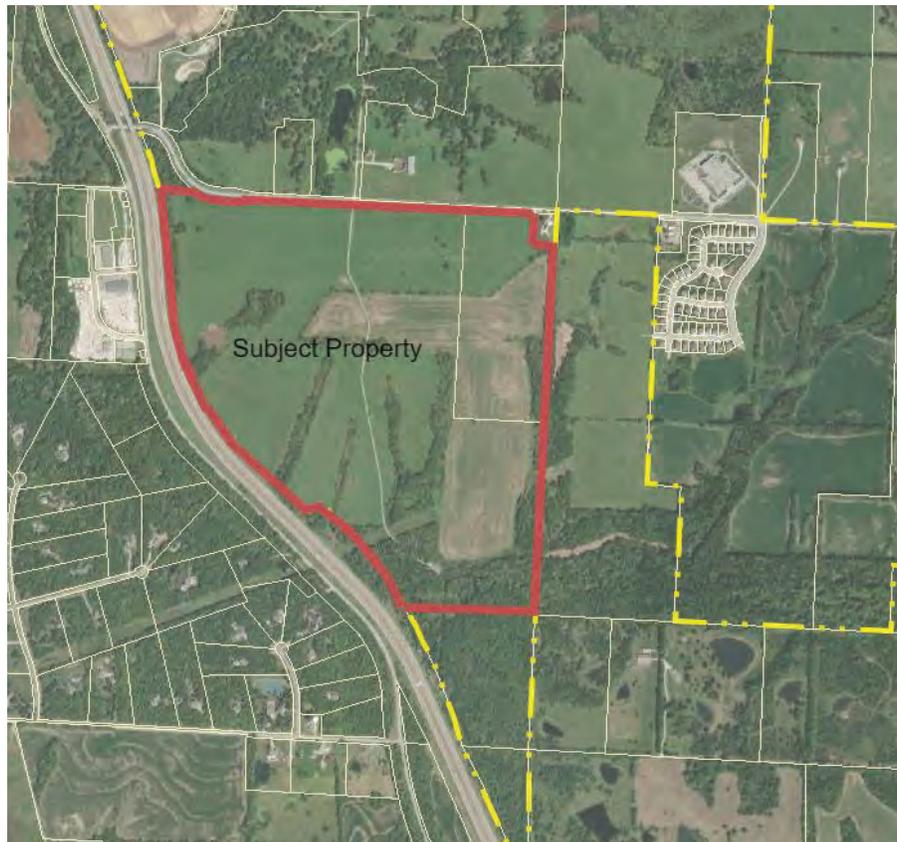
GENERAL INFORMATION

Applicant: VanTrust Real Estate
4900 Main Street
Kansas City, MO 64112

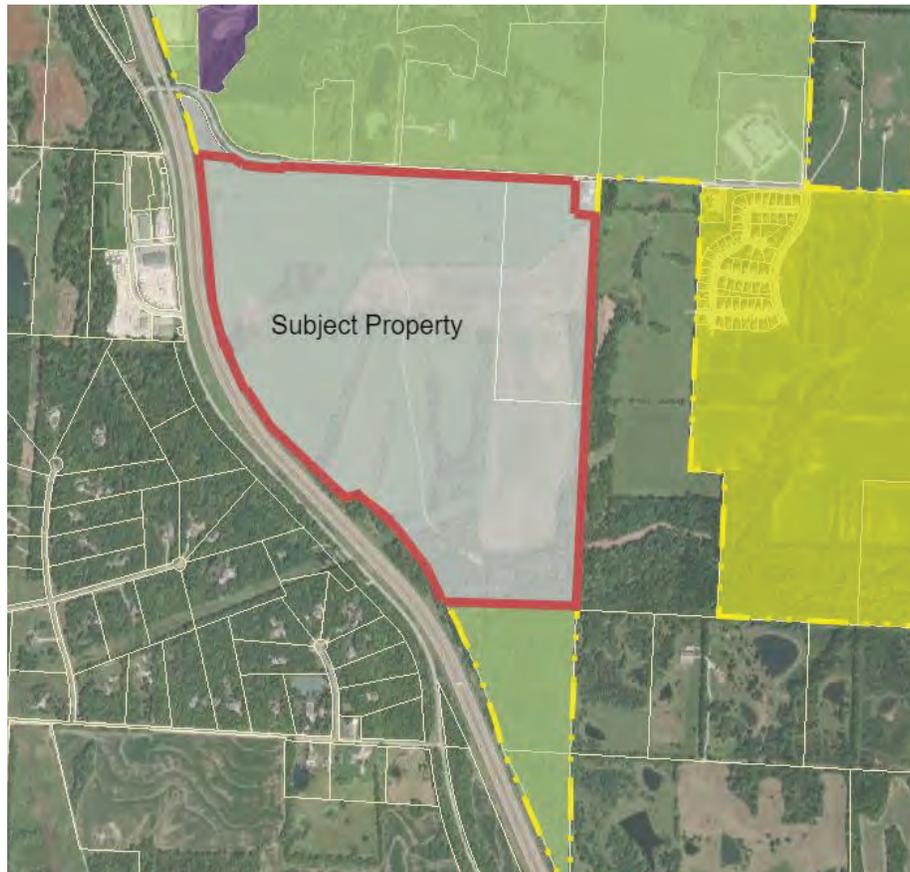
Property Owner: Double G Properties, LP
3311 SW Kessler Dr.
Lee's Summit, MO 64081

Requested Action: Reclassification of zoning designation from "BP" Business Park to "PUD" Planned Unit Development

Property Location: Generally located south of 195th St. and east of I-49



Existing Zoning: "BP" Business Park District



Growth Management Plan: The Future Land Use Plan Map contained in the Growth Management Plan identifies this property as appropriate for business park.

Major Street Plan: The Major Thoroughfare Plan Map contained in the Growth Management Plan has identified 195th St and Dean Avenue as being classified as Minor Arterial Roadways.

Legal Description:

TRACT 1:

ALL THAT PART OF SECTION 32 WHICH LIES EAST OF U.S. HIGHWAY NO. 71, EXCEPT THE FOLLOWING TRACT: PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 46, RANGE 32, IN CASS COUNTY, MISSOURI, DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF THE SAID QUARTER SECTION AND RUNNING SOUTH 89 DEGREES 41 MINUTES 01 SECONDS WEST, ALONG A LINE BEING 1.0 FEET WEST OF AND PARALLEL TO THE WEST LINE OF THE EXISTING AMOCO 50 FOOT GAS LINE EASEMENT, 2075.99 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 47 SECONDS EAST, PARALLEL TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 32, 857.03 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 32; THENCE NORTH, ALONG THE EAST LINE THEREOF, 2075.51 FEET TO THE POINT OF BEGINNING, ALL IN SECTION 32, TOWNSHIP 46, RANGE 32, IN CASS COUNTY, MISSOURI, EXCEPT THAT PART IN ROADS.

ALSO EXCEPT THAT PART CONVEYED TO D&P REALTY CO. LLC BY INSTRUMENT FILED SEPTEMBER 21, 2011 AS DOCUMENT NO. 484434 DESCRIBED AS FOLLOWS: A TRACT OF LAND IN SECTION 32, TOWNSHIP 46, RANGE 32 AND SECTION 5, TOWNSHIP 45, RANGE 32, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI, MORE

PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 3-1/4 INCH ALUMINUM MONUMENT FOUND AT THE NORTHEAST CORNER OF SAID SECTION 5, STAMPED TO IDENTIFY THE CORNER, IN ACCORDANCE WITH DEPARTMENT OF NATURAL RESOURCES DOCUMENT NUMBER 600-69004; THENCE SOUTH 00 DEGREES 28 MINUTES 48 SECONDS EAST (THIS AND SUBSEQUENT BEARINGS ARE BASED UPON THE MISSOURI STATE PLANE, WEST ZONE, COORDINATE SYSTEM) ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 5, 1427.38 FEET TO A 1/2 INCH REINFORCING STEEL BAR WITH A 1 INCH PLASTIC CAP STAMPED "BRENIZER & ASSOC"; HEREINAFTER REFERRED TO A 1/2 INCH RSBC, SET ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 71; THENCE NORTH 23 DEGREES 16 MINUTES 03 SECONDS WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 71, 1561.79 FEET TO A 1/2 INCH RSBC SET; THENCE NORTH 11 DEGREES 57 MINUTES 27 SECONDS WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 71, 178.48 FEET TO A CHISELED PLUS SET IN THE CONCRETE BASE OF A HIGHWAY RIGHT-OF-WAY MARKER; THENCE NORTH 23 DEGREES 16 MINUTES 03 SECONDS WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 71, 690.62 FEET TO A 1/2 INCH RSBC SET; THENCE NORTH 24 DEGREES 42 MINUTES 38 SECONDS WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71, 662.45 FEET TO A CHISELED PLUS SET IN THE CONCRETE BASE OF A HIGHWAY RIGHT-OF-WAY MARKER; THENCE NORTH 35 DEGREES 58 MINUTES 49 SECOND WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 71, 119.64 FEET TO A 1/2 INCH RSBC SET; THENCE SOUTH 81 DEGREES 57 MINUTES 34 SECONDS EAST, 1353.76 FEET TO A 1/2 INCH REINFORCING STEEL BAR WITH A 1 INCH PLASTIC CAP FOUND (FACE OF CAP OBLITERATED) AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32, THENCE SOUTH 02 DEGREES 31 MINUTES 51 SECONDS WEST ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32, 1327.88 FEET TO A 3/8 INCH REINFORCING STEEL BAR FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE NORTH 87 DEGREES 35 MINUTES 28 SECONDS WEST ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32, 19.83 FEET TO THE POINT OF BEGINNING, LESS THAT PART IN ROADS.

TRACT 2:

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THE ABOVE DESCRIPTION HAS BEEN TAKEN FROM AN ALTA COMMITMENT FOR TITLE INSURANCE, ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT/FILE NO.: NCS-1079586-KCTY, DATED JULY 22, 2021.

Advertisement: April 28, 2022 **Journal** newspaper
May 5, 2022 **Journal** newspaper
June 9, 2022 **Journal** newspaper
June 28, 2022 Posted to City Website

Public Hearing: May 17, 2022 Planning Commission meeting
May 23, 2022 City Council meeting
June 27, 2022 City Council meeting
July 11, 2022 City Council meeting

Items of Record: **Exhibit 1. Mailed Notices to Adjoining Property Owners**
Exhibit 2. Notice of Publication
Exhibit 3. Unified Development Code
Exhibit 4. Application
Exhibit 5. Growth Management Plan

Exhibit 6. Staff Report
Exhibit 7. Preliminary Development Plan
Exhibit 8. MOU draft
Additional exhibits as presented during hearing

REQUEST

Applicant is requesting to reclassify the zoning designation of 262.09 undeveloped acres of land from the current "BP" Business Park District classification to a "PUD" Planned Unit Development District classification.

REZONING REQUIREMENTS

Chapter 470: Development Review Procedures outlines the applicable requirements for Zoning Map amendments.

Section 470.020 (B) states:

"Zoning Map amendments may be initiated by the City Council, the Planning and Zoning Commission or upon application by the owner(s) of a property proposed to be affected."

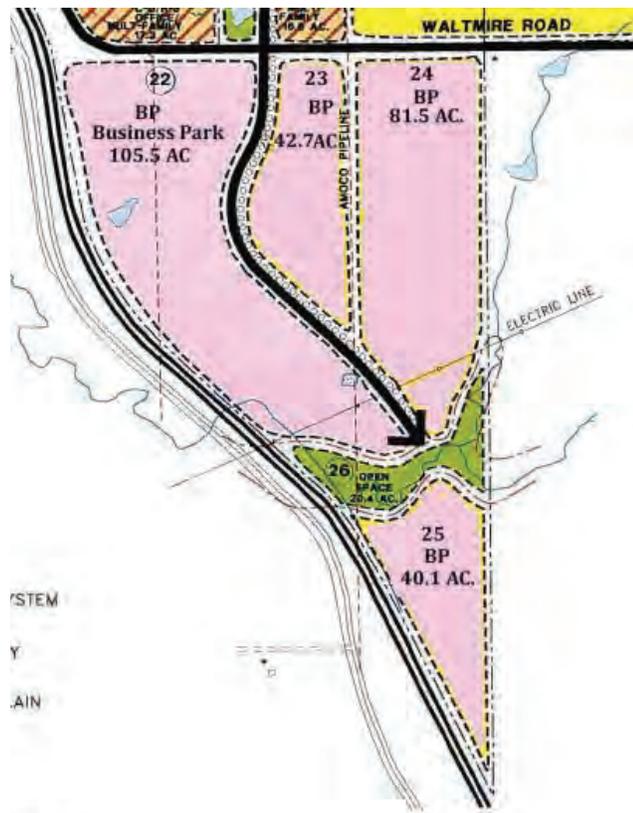
Section 470.010 (E) requires that an informational notice be mailed and "good neighbor" meeting be held.

Section 470.020 (F) requires that a public hearing be held by the Planning and Zoning Commission and the City Council. The Planning and Zoning Commission will submit a recommendation to the City Council upon conclusion of the public hearing.

Section 470.020 (G) outlines eleven findings of fact that the Planning and Zoning Commission and City Council must take into consideration in its deliberation of the request.

PREVIOUS PLANNING ACTIONS ON OR NEAR THE PROPERTY

1. The MOU and Master Land Use Plan for the Good Ranch was approved by the City of Raymore on March 16, 1994. The subject property was annexed into the city at the time the MOU and Land Use Plan were approved.
2. The subject property is identified as Tracts 22, 23, and 24 on the Good Ranch Land Use Plan. Tract 22 was originally identified as "C-M" Commercial/Manufacturing, and Tracts 23 and 24 were identified as Single Family.
3. In 2010, the property owner amended the plan to change the designation of Tracts 22, 23 and 24 to a "BP" Business Park Designation.



4. The property was rezoned from "A" Agricultural to "BP" Business Park on January 10, 2011.
5. In October of 2013, Double G Properties (current owner) submitted a request to obtain a Conditional Use Permit (CUP) to allow for Warehousing and Distribution for the entirety of the 260-acre site. The application also included a proposed site plan that showed 29 individual lots that would have been developed in the future (shown below).



6. At their November 19, 2013 meeting, the Planning Commission voted 7-1 to deny the request for a CUP on this property - the main reasoning being that the request would have allowed a "blanket" CUP over all 29 individual lots as a whole, as opposed to addressing CUP requests on a case-by-case basis. Following the recommendation, the applicant withdrew their request.

GOOD NEIGHBOR INFORMATIONAL MEETING COMMENTS

A Good Neighbor Informational meeting was held on April 27, 2022. 4 residents attended the meeting, in addition to City staff and representatives from Olsson Associates and VanTrust Real Estate. The meeting is summarized as follows:

Q: What is the current zoning of the property?

A: The current zoning of the property is "BP" Business Park District but the applicant is looking to rezone the subject property from "BP" Business Park District to "PUD" Planned Unit Development District.

Comment: The property owner to the south of the subject property said they moved to the area to be in the country and not the city and that the growth has caught up to them.

Q: Where will there be green space?

A: There were some displays at the good neighbor meeting and the parts that were colored in green represent the greenspace. This included the areas between each individual building, the landscaping buffers. The southern portion of the property will remain undeveloped as there are some transmission lines and the applicant does not plan to go beyond the transmission lines. Significant vegetation/topography also exists to the south, which prohibits further development of the area. The existing vegetation to the south will remain.

Q: How will the waste be handled?

A: Sanitary sewer will be public.

Q: How many employees would this development expect to be able to produce?

A: The answer depends on the tenant that will eventually move to the development if approved but the estimate is around 1500 employees.

Q: Will these be small businesses?

A: There will be a mixture of businesses to include local, regional and national brands being represented.

Q: Where will the main access be coming from?

A: The traffic will flow from I-49 to North Cass Parkway, proceeding south along the Dean Avenue extension and finally east on 195th St where there will be three access points to the proposed development. 195th Street and the outer road will also provide an alternative access route to the site via North Cass Parkway.

Q: Will there be a light at North Cass Parkway and Dean Ave?

A: Yes there will be a light, it is currently in the design and construction phase of the project.

Q: What is the plan to have a buffer between the property owner to the south?

A: All the area to the south of the transmission lines will be left alone. There is also a sewer lift station and some sanitary easements to contend with which would prevent a lot of the southern portion of the subject property from being developed.

Q: Would the flood plain area be donated as parkland dedication?

A: The subject property as part of the original Good Ranch MOU would not be subject to parkland dedication requirements as the MOU already shows a dedicated area of parkland to be dedicated to the City at a later time.

Q: What is the primary market driving these buildings?

A: E-Commerce is the biggest force while being followed by manufacturing and distribution.

Q: What is driving industrial and multi-family housing?

A: The pandemic has really spurred these kinds of development as the need for housing and supply chain issues became more and more obvious. E-Commerce has become a large factor in these developments.

Q: What will the applicant do for storm water detention?

A: Most of the drainage will shed to the south and some of it to the north. They are proposing 4 detention ponds to slow the watershed down during flooding events.

Q: Will there be fences with gates around the detention ponds?

A: The way the detention ponds are designed is that they gradually slope so there will not be a great distance to fall if something were to occur.

Comment: Would you want to live next to this industrial area?

Q: Will there be improvements to 195th St?

A: Yes there will be improvements consisting of some shoulder work. In addition, Dean Ave is planned to be completed as soon as possible (Late fall 2022 or spring of 2023 for the construction to begin). This is needed to provide access to the site for construction of the subject property.

Q: Will the construction be tilt wall?

A: That is correct, the buildings will be tilt-wall concrete construction. The applicant provided proposed elevations at the meeting.

It was also noted that if the development were to remain zoned as Business Park the buildings could be constructed using metal siding.

City Staff gave the residence in attendance what the next steps would be for this project.

Comment: The property owners to the south of the development were concerned that Dean Avenue would extend through their property.

A: The original plan for this area was that a road would extend through this property; however, that is not the case with the proposed development. Dean Avenue will terminate at 195th St.

Q: Why does the applicant want to rezone the property to PUD?

A: The PUD is set up to be flexible and with a project of this magnitude it helps immensely when it comes to getting tenants lined up for the space. The MOU also

drives in large part uses and requirements that must be met by the developer, and provides the assurance that the property will be developed in accordance with the approved Preliminary Plan, while providing the developer flexibility in final building sizes and location based on specific tenant requirements.

Q: Will the developer use local contractors?

A: Yes, local contractors are currently being used at the Raymore Commerce Center.

STAFF COMMENTS

1. The Memorandum of Understanding and Master Land Use Plan for the Good Ranch were approved by the City of Raymore on March 16, 1994. The subject property is identified as Tracts 22, 23, and 24 on the approved Good Ranch Master Land Use Plan, and are identified as appropriate for Business Park development.

2. The "BP" Business Park District is intended to accommodate office, research and development, and limited service, manufacturing and warehousing uses that are located within a campus like setting. Site design will include larger setbacks and increased landscaping and buffering from non-related uses and public rights-of-way.

3. The existing and proposed development standards applicable to the property are as follows:

	BP (Existing)	PUD (Proposed)
Minimum Lot Area		
per lot	1 acre	1 acre
per dwelling unit	-	-
Minimum Lot Width (feet)	100	100
Minimum Lot Depth (feet)	100	100
Yards, Minimum (feet)		
front	30	20
rear	20	20
side	10	10
side, abutting residential district	20	10
Maximum Building Height (feet)	80	80
Maximum Building Coverage (%)	50	50

4. The minimum parking standards for the uses allowed within the existing zoning designation, and the proposed PUD are as follows:

Use	Minimum Parking Spaces Required (Existing)
INDUSTRIAL USES	
Office	1 per 300 square feet
Manufacturing, Production and Industrial Service	1 per 1,000 square feet of non-office floor area plus 1 per 300 square feet of office area
Trucking/Freight Terminal	1 per 1,000 square feet
Warehousing and Wholesaling	1 per 1,000 square feet

The Developer is proposing a parking ratio requirement of:

Use	Minimum Parking Spaces Required (Proposed)
INDUSTRIAL USES	
Light Industrial with Office Space	1 per 2,500 square feet

Staff believes the proposed parking ratio is consistent with other similar developments. Oftentimes, tenants will have specific parking requirements that will exceed the proposed minimum requirements, and can be added to the site where required. Because some of these buildings could be constructed prior to securing a tenant, this prevents excessive parking spaces from being constructed based solely on the size of the building shell. The PUD offers flexibility to add additional parking spaces based upon a potential tenant's specific needs.

5. Permitted and Conditional uses identified as allowable within the PUD are as follows:

Use	BP (Existing)	PUD (Proposed)
INDUSTRIAL USES		
Manufacturing, Production and Industrial Service		
Limited	P	P
General	-	C
Intensive	-	-
Research Laboratory	P	P
Trucking/Freight Terminal	C	C
Warehousing and Wholesaling	C	P
Waste-related Use		
Junkyard	-	-
Recycling Facility	C	-

Sanitary Landfill	-	-
OTHER USES		
Accessory Parking	P	P

The addition of "Warehousing and Wholesaling as a "P" Permitted use within the PUD, rather than a "C" Conditional use as under the BP zoning is the primary proposed change.

6. The reclassification of zoning to PUD requires a Memorandum of Understanding (MOU) be prepared that outlines the expectations from the applicant, property owner and City regarding the project.

7. The principal purpose of the reclassification of the zoning request is to allow the applicant flexibility in the development of the site. The proposed MOU will allow City staff flexibility in approving amendments to the approved site plan for the development. This enables the applicant to rearrange building location; adjust building sizes; and modify the site layout provided any change remains fully compliant with the requirements of the Unified Development Code, and the approved Preliminary Development Plan.

8. The zoning and land use of the subject property remains consistent with the land use identified as part of the Good Ranch Master Plan approved in 1994.

9. North Cass Parkway and Dean have all been designed and constructed to handle the traffic generated by development within this area. The developer is also proposing the extension of Dean Avenue from its current terminus, south to connect to 195th Street to provide access to this site. An alignment study and preliminary design have been completed as part of this PUD request.

10. A geomorphic assessment of the stream corridor was completed by the property owner. The assessment identified enhancements that can be made within the stream corridor to minimize any impact development on the property will have on the stream.

12. A request to reclassify the zoning of a property to a PUD designation includes the requirement that a preliminary plan be submitted. If the rezoning is approved, the preliminary plan is also approved and serves as the preliminary plat for the development. With PUD rezoning approval, the applicant can proceed with submitting a final plat application.

13. Under the current "BP" zoning, the minimum design standards as defined by Section 440.010 would apply for the property. This would include the use of metal and roofing. The proposed PUD offers the flexibility as described under comment #7 above, but also ties the proposed buildings to

comply with the proposed elevations and designs that were submitted with the PUD request, which consists of concrete tilt-wall construction.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

Under Section 470.050 of the Unified Development Code, the Planning and Zoning Commission and City Council is directed concerning its actions in dealing with a PUD request. Under 470.050 (F) the Planning and Zoning Commission and City Council is directed to make findings of fact taking into consideration the following:

- 1. the preliminary development plan's consistency with the Growth Management Plan and all other adopted plans and policies of the City;** The proposed preliminary development plan is consistent with the Growth Management Plan and all other adopted plans and policies.
- 2. the preliminary development plan's consistency with the PUD standards of Section 415.060, including the statement of purpose;** The proposed preliminary development plan is consistent with the standards for a Planned Unit Development. The purpose of the proposed PUD and development plan is to provide flexibility in the design, location, orientation and phasing of the proposed development in order to meet the needs of the developer, applicant, and future tenants of the building, while ensuring the development remains consistent with the requirements of the Unified Development Code.
- 3. the nature and extent of common open space in the PUD;** Common space has been provided as part of the development. Detention basins, landscaping buffers, and existing vegetation also provides a large amount of open space. A significant portion of the southern portion of the property is also heavily wooded, and will remain undeveloped as part of this proposal.
- 4. the reliability of the proposals for maintenance and conservation of common open space;** The provided open spaces will require a stormwater maintenance agreement, which will involve requirements for perpetual maintenance. Additionally, the developer will maintain responsibility for maintenance of parking lot landscaping and landscape islands.
- 5. the adequacy or inadequacy of the amount and function of common open space in terms of the densities and dwelling types proposed in the plan;** Because the proposed PUD is not residential in nature, but rather industrial, the amount and function of the provided common open space has been deemed to be adequate.
- 6. whether the preliminary development plan makes adequate provision for public services, provides adequate control over vehicular traffic, and furthers the amenities of light and air, recreation and visual enjoyment;** The preliminary development plan does provide public services, adequate control over vehicular traffic, and furthers the amenities of light and air, recreation and visual enjoyment. The proposed plan adequately separates vehicular and truck traffic, as well as pedestrian traffic. There will also be signage that will be

required to direct truck traffic in and out of the proposed development. Landscaping buffers have been added to mitigate air pollution from trucks and passenger vehicles, and to soften the visual impact of the large buildings from the roadway.

- 7. whether the preliminary development plan will have a substantially adverse effect on adjacent property and the development or conservation of the neighborhood area;** The proposed development plan will not have an adverse effect on the adjacent properties. The subject property is approximately 470' to the nearest house, while most houses are approximately 1500' from the subject property. There is also a significant amount of screening and vegetation that will be preserved, and/or installed as part of this development.

Traffic will likely increase near the subject property as the site develops. However, with Dean Ave being extended south to connect with 195th St, the North Cass Interchange was designed and built to handle the type and amount of traffic that this proposed development will generate. 195th Street will be improved with the addition of wider shoulders and turn lanes where required.

- 8. whether potential adverse impacts have been mitigated to the maximum practical extent;** The potential adverse impacts on surrounding properties have been mitigated to the maximum practical extent. Existing screening has been preserved to the greatest extent based upon the proposed layout, and landscape buffers have been added throughout the proposed development to mitigate the visual impact of adjacent properties to the best extent possible.

Additionally, a traffic memo was completed that will address the timing, type and placement of traffic control devices to coordinate the movement of traffic throughout the site.

- 9. whether the preliminary development plan represents such a unique development proposal that it could not have accomplished through the use of (non-PUD) conventional Unified Development Code;** The proposed preliminary development plan does represent a unique development proposal that could not have been accomplished through the use of conventional zoning.

Because of the proposed size and flexibility of the proposed buildings, it is uncertain what size and type of building a potential tenant would require. The proposed PUD affords the flexibility to phase the development, or shift the location of the buildings as needed, so long as they are compliant with all other provisions of the UDC, and the Bulk and Dimensional, and Use Standards approved as part of the Preliminary Development Plan.

- 10. the sufficiency of the terms and conditions proposed to protect the interest of the public and the residents of the PUD in the case of a plan that proposes development over a period of years.** The proposed project is intended to be phased over a period of time, and is being approved without a

defined phasing schedule. The submission of a Final Plat application shall prompt the beginning of each individual phase for the project. The PUD zoning and MOU provide assurance that the property will be developed as proposed within the Preliminary Development Plan. Substantial deviations from the plan shall require further approval by the City, and the terms and conditions of the MOU "shall be recorded by the City and its covenants shall run with the land and shall bind the parties, their successors and assigns, in interest and title". The terms and conditions proposed to protect the interest of the public have been deemed to be sufficient.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Public Hearing	May 17, 2022	July 11, 2022	July 25, 2022

STAFF RECOMMENDATION

The subject property is an ideal location for the development of a business park, and has been planned as such, as part of the Good Ranch MOU and Land Use Plan. The proximity of I-49 provides excellent visibility of the property from the highway, as well as proximity to the North Cass Parkway interchange. The proposed Dean Ave extension will provide the connection from 195th to North Cass Pkwy and provide adequate and logical access and circulation to the property, with necessary improvements being made to the transportation and utility network.

The subject property is appropriate for business park style development, and staff feels the proposed PUD zoning is the best way to facilitate the proposed development.

City Staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #22012, reclassification of zoning of 262.09 acres located south of 195th St. and east of Interstate 49 interchange, from "BP" Business Park District to "PUD" Planned Unit Development District, to the City Council with a recommendation for approval.

PLANNING COMMISSION RECOMMENDATION

At its May 17, 2022 meeting, the Planning and Zoning Commission voted 8-0 to accept the staff proposed findings of fact and forward Case # 22012, rezoning of 262.09 acres located south of 195th St. and east of I-49 Interchange, from "BP" Business Park District to "PUD" Planned Unit Development District to City Council for approval subject to the following condition:

1. The developer will work with City Staff to mitigate truck traffic moving eastward on 195th St.

CITY COUNCIL 1ST READING - 5/23/2022

The City Council, at its May 23, 2022 meeting voted 5-3 to table Case# 22012 to allow for City Staff and the Developer to address traffic mitigation, berming, landscaping and to provide the public a 15 day notice of a public hearing once concerns have been resolved.

CITY COUNCIL 1ST READING - 6/27/2022

At the June 27, 2022 meeting, the request was pulled from the agenda at the request of the applicant due to the lack of a full Council to provide input on the revisions that were provided to the project plan.



Memorandum of Understanding

for

Raymore Commerce Center South

Legal Description Contained on Pages 2-4

Between VTRE Development, LLC, Developer,

and

City of Raymore, Grantee

100 Municipal Circle

Raymore, MO 64083

July 25, 2022

MEMORANDUM OF UNDERSTANDING

Raymore Commerce Center South

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) AND PRELIMINARY DEVELOPMENT PLAN FOR THE DEVELOPMENT OF THE RAYMORE COMMERCE CENTER SOUTH PLANNED UNIT DEVELOPMENT SUBDIVISION is made and entered into this 25th day of July, 2022, by and between VTRE Development, LLC, or assigns (“Developer”) and the City of Raymore, Missouri, a Municipal Corporation and Charter City under the laws of the State of Missouri (“Grantee” or “City”).

WHEREAS, Developer seeks to obtain approval from the City for a subdivision to be known as Raymore Commerce Center South, which is in the City of Raymore, Cass County, Missouri, and;

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

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

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

GEOGRAPHIC LOCATION:

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

TRACT 1:

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*Raymore Commerce Center South
Memorandum of Understanding*

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OF A HIGHWAY RIGHT-OF-WAY MARKER; THENCE NORTH 23 DEGREES 16 MINUTES 03 SECONDS WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 71, 690.62 FEET TO A 1/2 INCH RSBC SET; THENCE NORTH 24 DEGREES 42 MINUTES 38 SECONDS WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71, 662.45 FEET TO A CHISELED PLUS SET IN THE CONCRETE BASE OF A HIGHWAY RIGHT-OF-WAY

MARKER; THENCE NORTH 35 DEGREES 58 MINUTES 49 SECOND WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 71, 119.64 FEET TO A 1/2 INCH RSBC SET; THENCE SOUTH 81 DEGREES 57 MINUTES 34 SECONDS EAST, 1353.76 FEET TO A 1/2 INCH REINFORCING STEEL BAR WITH A 1 INCH PLASTIC CAP FOUND (FACE OF CAP OBLITERATED) AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32, THENCE SOUTH 02 DEGREES 31 MINUTES 51 SECONDS WEST ALONG THE EASTERLY LINE OF THE

SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32, 1327.88 FEET TO A 3/8 INCH REINFORCING STEEL BAR FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE NORTH 87 DEGREES 35 MINUTES 28 SECONDS WEST ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32, 19.83 FEET TO THE POINT OF BEGINNING, LESS THAT PART IN ROADS.

TRACT 2:

PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 46, RANGE 32, IN CASS COUNTY, MISSOURI, DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF THE SAID QUARTER SECTION AND RUNNING SOUTH 89 DEGREES 41 MINUTES 01 SECONDS WEST, ALONG A LINE BEING 1.0 FEET WEST OF AND PARALLEL TO THE WEST LINE OF THE EXISTING AMOCO 50 FOOT GAS LINE EASEMENT, 2075.99 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 47 SECONDS EAST, PARALLEL TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 32, 857.03 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 32; THENCE NORTH, ALONG THE EAST LINE THEREOF, 2075.51 FEET TO THE POINT OF BEGINNING, ALL IN SECTION 32, TOWNSHIP 46, RANGE 32, IN CASS COUNTY, MISSOURI, EXCEPT THAT PART IN ROADS.

THE ABOVE DESCRIPTION HAS BEEN TAKEN FROM AN ALTA COMMITMENT FOR TITLE INSURANCE, ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT/FILE NO.: NCS-1079586-KCTY, DATED JULY 22, 2021.

PRELIMINARY DEVELOPMENT PLAN

1. Developer intends to develop the entire property as a Master Planned Light Industrial Park in the manner shown on the PUD Preliminary Development Plan, attached and incorporated herein as Exhibit A.

2. Zoning and Land Use

a. The zoning for the entire Property shall be “PUD” Planned Unit Development District.

b. Land Use

i. Permitted and Conditional uses identified as allowable within the PUD are as follows:

Use	PUD
INDUSTRIAL USES	
Manufacturing, Production and Industrial Service	
Limited	P
General	C
Intensive	-
Research Laboratory	P
Trucking/Freight Terminal	C
Warehousing and Wholesaling	P
Waste-related Use	
Junkyard	-
Recycling Facility	-
Sanitary Landfill	-
ACCESSORY USES	
Accessory Parking	P

ii. Uses designated as permitted (“P”) shall be permitted on all lots, subject to compliance with any special conditions.

iii. Uses designated as conditional (“C”) shall only be permitted upon approval of a Conditional Use Permit, subject to compliance with any special conditions.

3. Bulk and Dimensional Standards Table:

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

Minimum Lot Area	1 acre
Minimum Lot Width	100 feet
Minimum Lot Depth	100 feet
Minimum Front Yard	20 feet
Minimum Rear Yard	20 feet
Minimum Side Yard	10 feet
Maximum Building Height	80 feet

The following bulk and dimensional standards are calculated for the entire development, not on a lot-by-lot basis.

Minimum Landscaped Area	20%
Maximum Building Coverage	50%

Developer has flexibility to adjust building square footage, building orientation, access points onto 195th Street and other elements of the approved site plan subject to approval by City Staff of an amended site plan.

4. Outdoor Storage

- a. Accessory parking and storage of tractor-trailers shall be permitted on-site as outlined in the Preliminary Development Plan. Outdoor storage areas shall be screened appropriately in accordance with Section 430 of the Unified Development Code.
- b. Location of any outdoor storage of materials or products is only allowed upon approval from City Staff.

5. Landscaping & Screening

- a. Landscaped areas with a minimum width of six feet (6') shall be provided along all street frontages.
- b. No details as to plant location, type or size is required as part of the Preliminary Development Plan or site plan.
- c. A landscape plan compliant with Chapter 430 of the Unified Development Code, identifying details described in subsection b above, shall be submitted with building construction plans.
- d. All required landscaping shall be installed prior to the issuance of any certificate of occupancy for the applicable building.
- e. A Type-A screen is being provided for along the eastern property line in the form of the preservation of existing vegetation, where feasible, the provision of a landscape berm, additional landscaping, and the installation of a ten-foot (10') vinyl fence. Such screening shall be constructed at the time construction commenced on Building D and/or Building E, pursuant to subsection c and subsection d above.

6. Parkland Dedication

A parkland dedication fee equal to \$0.017 per square foot of land included in a final plat shall be paid prior to the recording of a final plat.

7. Site Lighting

A site lighting plan compliant with the Unified Development Code shall be submitted with building construction plans for each individual lot. All light fixtures shall be installed and operational prior to the issuance of any certificate of occupancy for the applicable building.

8. Parking

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

Use	Minimum Parking Spaces Required
Light Industrial with Office Space	1 space per 2,500 square feet

- a. Required parking spaces shall be provided on the same lot as the use to which the parking serves.
- b. A reduction of up to 10 percent of the total parking requirement for a lot may be approved by staff where shared parking among businesses on different lots is provided by written agreement between the affected businesses and submitted to the City.
- c. Required parking spaces may be constructed as needed for each use occupying a building. The minimum parking spaces shall be provided as each use occupies the building.
- d. Parking for a building may be constructed in phases provided the required parking spaces are provided for each use identified in a building.
- e. The City may allow reductions in the number of required parking spaces to be installed under one of more of the following circumstances:
 1. The unique circumstances of the proposed use are such that it will generate a need for less parking than the ordinance standard; or
 2. All requests for reductions in the amount of required parking to be installed shall be accompanied by a plan showing where the total required parking spaces can be added on the lot, if necessary, up to the total amount required, without requiring a variance.

9. Trash and Recycling Services

The use of trash compactors located within the truck court areas is allowed. If independent, free-standing trash and recycling containers and equipment are located within the vehicle parking areas the containers shall be screened in accordance with Section 430.110 of the Unified Development Code.

10. Security Fencing and Screening

The use of fencing shall be allowable on all lots for purposes of security and screening. Fences shall be limited to vinyl-coats chain-link fencing, and shall not exceed ten-feet (10') in height without prior approval from City Staff.

PHASING SCHEDULE

1. The Preliminary Development Plan is being approved without a defined phasing plan.
2. The Preliminary Development Plan does not expire.
3. The Developer may construct the development in phases.
4. Phasing is not required to be sequential in any specific direction on the property.

FINAL PLATS

1. Developer may submit final plats and associated construction drawings to the City in phases.
2. Each final plat must comply with the bulk and dimensional standards included in this MOU.
3. Final plats shall be submitted in accordance with the Unified Development Code.

SITE PLANS

1. The Preliminary Development Plan serves at the preliminary site plan for the entire development and was approved by the Planning and Zoning Commission on *May 17, 2022*
2. Submittal of a final plat and final building plans shall constitute the submittal of a final site plan for each individual Lot. Such submittals shall be subject to staff review and approval based upon the compliance with all requirements as outlined in the Preliminary Development Plan, and the Unified Development Code..
2. City staff is hereby granted authority to review and approve any amendment to the approved site plan if all of the requirements of the Unified Development Code and any other applicable City requirement are met.
3. Any decision made by staff regarding an amendment to the approved site plan may be appealed to the Planning and Zoning Commission.

TRANSPORTATION IMPROVEMENTS

1. Road Improvements

Access to the Raymore Commerce South development is being provided for via 195th Street, and the extension of Dean Avenue South. The parties agree that the following road improvements are necessary and shall be constructed by the Developer as outlined below.

a. Dean Avenue South Extension

- i. Dean Avenue shall be constructed from its current terminus north of the subject property south to intersect with 195th Street in accordance with the recommendations of the Dean Avenue Alignment Study, prepared by Olsson.
- ii. The Dean Avenue South Extension shall be constructed prior to the full build-out and occupancy of approximately 50% of the total site.
- iii. Dean Avenue shall be constructed as a collector road. Right-of-way width and pavement width shall be determined as part of City staff review of road construction plans.
- iv. Right-of-Way for the Dean Avenue South Extension is being provided for in part by a platting of Raymore Commerce Center 2nd Plat. Additional right-of-way may need to be obtained to facilitate the extension of the roadway. Right-of-way acquisition from private land owners shall be the responsibility of the Developer. The City shall dedicate necessary right-of-way from relevant City-owned property.

b. 195th Street

- i. 195th Street shall be constructed in accordance with the recommendations outlined in the Raymore Commerce Center South Traffic Review Dated April 14th, 2022 prepared by Olsson.

c. Access Road to Owen-Good Lift Station

- i. Upon the future extension of Dean Avenue by the Developer, an access easement, or drive-way shall be constructed by the Developer to provide and maintain access from the Dean Avenue to the City of Raymore Owen-Good lift station.

d. Access Road to Whitetail Lift Station

- i. When the easternmost public road, Commerce Drive, is extended to its southern terminus as part of this development, an access easement shall be provided by the Developer to allow the City to construct a gravel road no wider than eighteen feet to provide access from the cul-de-sac on Commerce Drive, south to the City of Raymore Whitetail Run lift station.

2. Pedestrian Improvements

- a. A five-foot (5') sidewalk is required along the west side of Dean Avenue at the time the improvements to the Dean Avenue South Extension are constructed.
- b. A five-foot (5') sidewalk is required along the south side of 195th Street at the time a building on the adjacent lot(s) to the south of 195th Street is constructed.
- c. A five-foot (5') sidewalk is required along Commerce Drive at the time a building is constructed on Lots 2, 3, 4, 5 and/or 6.

SANITARY SEWER IMPROVEMENTS

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

easements.

6. City warrants that the existing Whitetail Run lift station is able to serve the proposed development.

WATER MAIN IMPROVEMENTS

1. The development is located within the territorial area of the Cass County Public Water Supply District #10 and shall be served by the district.
2. All improvements to the water service system shall comply with the requirements of the Water District and with the requirements of the South Metro Fire Protection District.

STORMWATER IMPROVEMENTS

1. On-site stormwater management shall be completed in accordance with the stormwater management study approved as part of the Preliminary Development Plan.
2. A final stormwater management plan is required to be submitted at the time building construction plans are submitted for all the land area contained within the final plat.
3. Stormwater management infrastructure shall be installed and operational prior to the issuance of a Certificate of Occupancy for any applicable or affected building.
4. Storm Water Quality BMPs shall be incorporated into the stormwater management plan in accordance with Chapter 450 of the Unified Development Code.

STREAM ASSESSMENT

1. The Good Ranch Master Development Agreement, dated October 14, 2014, is applicable to the development.
2. A Geomorphic Assessment was completed by Terra Technologies in October of 2018 for the Good Ranch Development. The assessment identified stream enhancements or other improvements necessary to minimize or eliminate current and anticipated geomorphic deficiencies.

3. Where a stream is crossed with a roadway, sanitary sewer line, or water line, or if a stormwater outlet structure is installed in or near the stream channel as part of the subdivision, grade control structures are to be utilized. The Developer shall include Plan details for the grade control structure as part of the public improvement construction plans for each phase of the development.

INDUSTRIAL BUILDING STANDARDS

1. The design and appearance of buildings shall conform to the proposed elevations, attached and incorporated herein as Exhibit B.
2. The following building and design standards shall apply to the development:

- a. **Exterior Building Materials**

Primary building materials shall be consistent among the buildings in the development and consist of materials such as stucco, stone, concrete tilt walls and brick.

- b. **Color**

A unified color scheme shall be established to tie building elements together, relate separate (freestanding) buildings, and enhance architectural form.

- c. **Building Form**

- i. Both vertical and horizontal articulation shall be used to break up building form.
- ii. Design features such as articulated bases, columns, pilasters, and arches shall be used to articulate building facades.
- iii. Buildings shall incorporate variations in parapet height.
- iv. Architectural treatments and materials shall be uniform on all four sides of the building. Variation in the sides of the building containing dock doors is allowed.

d. **Architectural Features**

- i. Architectural features such as canopies and awnings shall be used to enhance building entrances.
- ii. Windows shall be incorporated into front and side building elevations where office areas are provided.

SIGNAGE

1. Subdivision entrance markers are permitted for the development along 195th Street. A sign easement shall be provided for each proposed sign. Signs shall be in compliance with Chapter 435 of the Unified Development Code.
2. Building signs identifying tenants are permitted in accordance with Chapter 435 of the Unified Development Code.

INSTALLATION AND MAINTENANCE OF PUBLIC IMPROVEMENTS

1. Before the installation of any improvements or the issuance of building permits for a Platted Area, Developer shall have all engineering plans approved by the City.
2. Prior to the issuance of any Certificate of Occupancy, Developer shall install all public improvements as shown on approved engineering plans of said platted areas.
3. Developer shall be responsible for the installation and maintenance of all improvements as shown on the approved engineering plans of the subdivision for a period of two years after acceptance by the City, in accordance with the City specifications and policies. Said plans shall be on file with the City and shall reflect the development of said subdivision. Said plans shall include but are not exclusive to sanitary sewer system, storm drainage system and channel improvements, erosion control, MBF elevations and water distribution systems.

FEES, BONDS AND INSURANCE

1. Developer agrees to pay to the City, a one percent (1%) Plan Review Fee and five percent (5%) Construction Inspection Fee based on the contract development costs of all public improvements as shown on approved engineering plans of said subdivision. The City Engineer shall review and determine the reasonableness of all costs, as presented.
2. Developer agrees to pay the cost of providing streetlights in accordance with the approved streetlight plan. Once streetlights are accepted by the City as part of infrastructure acceptance the City will assume maintenance responsibility for the lights.
3. Developer agrees to pay to the City, a \$9 per acre fee for the placement and maintenance of outdoor warning sirens.

GENERAL PROVISIONS

1. The parties agree that execution of this agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which Developer must comply and does not in any way constitute prior approval of any future proposal for development.
2. The covenants contained herein shall run with the land described in this agreement and shall be binding and inure to the benefit of the parties hereto and their successors or assigns and on any future and subsequent purchasers of the property.
3. This agreement shall constitute the entire agreement between the parties and any modification hereof shall be in writing, subject to the approval of the parties.
4. If, at any time, any part hereof has been breached by the Developer the City may withhold approval of any or all building permits, or suspend or revoke any issued permits, applied for in the development, until the breach or breaches has or have been cured to the satisfaction of the City.
5. This agreement shall be recorded by the City and its covenants shall run with the land and shall bind the parties, their successors and assigns, in interest and title.

6. Any provision of this agreement which is not enforceable according to law will be severed heretofore and the remaining provisions shall be enforced to the fullest extent permitted by law. The terms of this agreement shall be construed and interpreted according to the laws of the State of Missouri. Venue for any dispute arising from, or interpretation of this agreement shall be in the Circuit Court of Cass County, Missouri.
7. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be effective until approved by ordinance duly enacted by the City Council of the City of Raymore, Missouri.
8. In the event this agreement is assigned, VTRE Development, LLC shall be released from any further obligations set forth herein accruing from the date of such assignment. VTRE Development, LLC shall notify City of any such assignment including presentation of the assumption of obligation instrument within ten (10) days of closing on such assignment. At all times, without the consent of the City, VTRE Development, LLC may collaterally assign this agreement to lenders providing financing for the project.
9. Whenever in this agreement it shall be required or permitted that notice or demand be given or served by either party to this agreement to or on the other party, such notice or demand shall be delivered personally or mailed by certified United States mail (return receipt requested) to the addresses hereinafter set forth. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above.

If to the City, at:

City Manager
100 Municipal Circle
Raymore, MO 64083

If to VTRE Development, LLC at:

VanTrust Real Estate, LLC.
4900 Main Street, Suite 400
Kansas City, MO 64112

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

(SEAL)

THE CITY OF RAYMORE, MISSOURI

Jim Feuerborn, City Manager

Attest:

Erica Hill, City Clerk

Developer – Signature

Printed Name

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

Stamp:

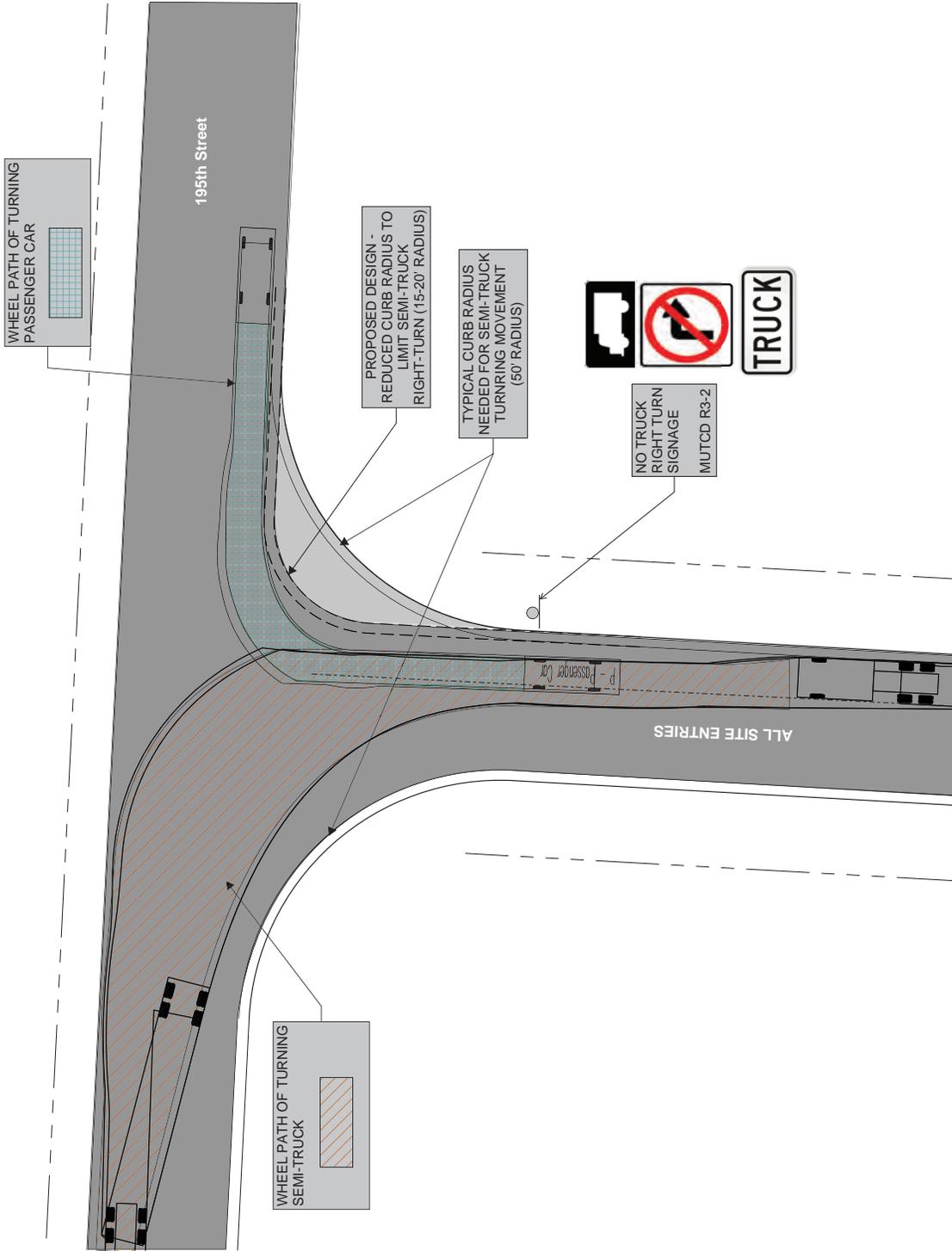
Notary Public: _____ My Commission Expires: _____



RAYMORE SOUTH
CONCEPTUAL SITE PLAN
Raymore, Missouri



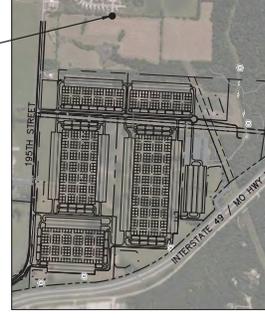
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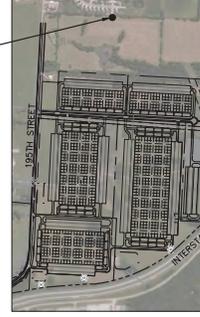


RAYMORE SOUTH
DESIGN-PROHIBITING SEMI RIGHT-TURN
Raymore, Missouri



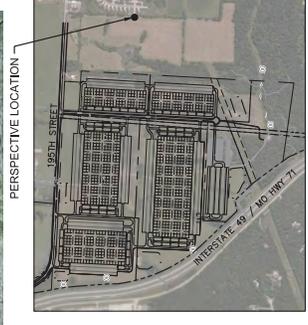
PERSPECTIVE LOCATION





PERSPECTIVE LOCATION



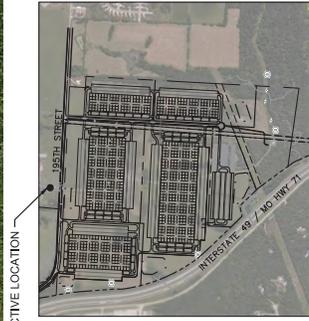


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VanTrust

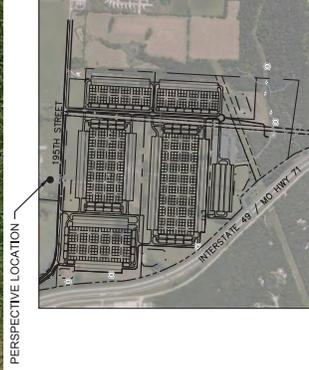
**RAYMORE SOUTH
PROPOSED BUILDINGS SCREENED BY EXISTING TREES
CONCEPTUAL SITE PLAN**
Raymore, Missouri



PERSPECTIVE LOCATION

**RAYMORE SOUTH
RANCH ROAD EXISTING PERSPECTIVE
CONCEPTUAL SITE PLAN**
Raymore, Missouri



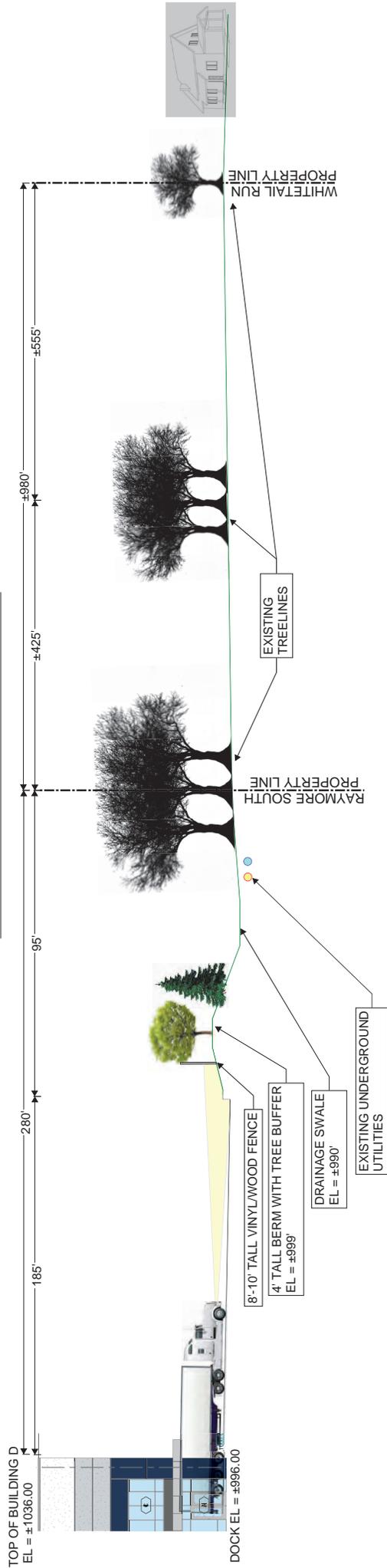


PERSPECTIVE LOCATION

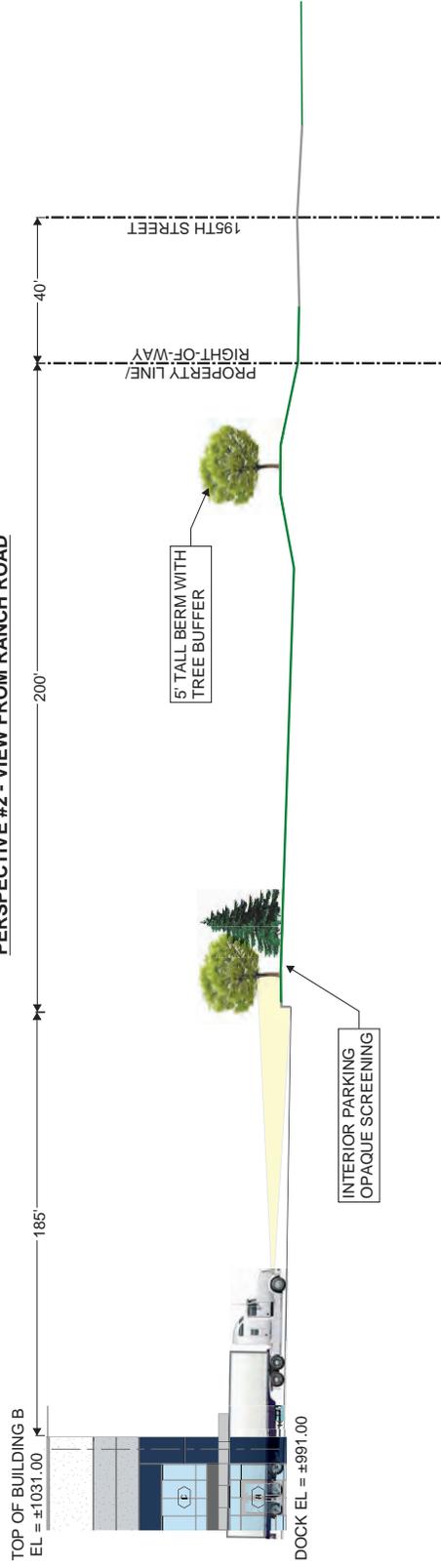


olsson

PERSPECTIVE #1 - VIEW FROM WHITETAIL RUN



PERSPECTIVE #2 - VIEW FROM RANCH ROAD





olsson

**RAYMORE SOUTH
OVERALL PHOTOMETRICS
CONCEPTUAL SITE PLAN**
Raymore, Missouri



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: July 11, 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 3733: 2022 Street Preservation Project

STRATEGIC PLAN GOAL/STRATEGY

2.3: Improve safety for all modes of travel throughout the City

FINANCIAL IMPACT

Award To: JM Fahey Construction Company
Amount of Request/Contract: \$1,306,175.50
Amount Budgeted:
Funding Source/Account#: (36) \$800,000 (37) \$200,000 FY21 St Pres \$143,000

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
September 2022	October 2022

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
Map

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The 2022 Street Preservation Project involves the mill and overlay of City streets originally presented to Council at a recent work session as shown on the attached map.

The City received the following bids on June 30, 2022:

JM Fahey Construction Company	\$1,306,175.50
Superior Bowen Asphalt Co, LLC	\$1,622,515.50

JM Fahey Construction Company was determined to be the lowest and best bidder.

Staff recommends the contract for the 2022 Street Preservation Project to be awarded to JM Fahey Construction Company.

BILL 3733

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH JM FAHEY CONSTRUCTION COMPANY FOR THE 2022 STREET PRESERVATION PROJECT, CITY PROJECT NUMBER 22-405-201, IN THE AMOUNT OF \$1,306,175.50 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, the 2022 Street Preservation Program was included in the FY 2022 budget; and,

WHEREAS, bids for this project were received on June 30, 2022; and,

WHEREAS, JM Fahey Construction Company has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is directed to enter into a contract in the amount of \$1,306,175.50 with JM Fahey Construction Company for the 2022 Street Preservation 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 11TH DAY OF JULY, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 25TH DAY OF JULY, 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 Street Preservation Project

This Contract for the 2022 Street Preservation Project, hereafter referred to as the **Contract** is made this 25th day of July, 2022, between J.M. Fahey Construction Company, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 408 High Grove Road, Grandview, MO 64030, 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 July 25, 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 22-405-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to 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 \$1,306,175.50

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. The 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)

J.M. FAHEY CONSTRUCTION COMPANY

By: _____

Title: _____

Attest: _____

APPENDIX A

SCOPE OF SERVICES AND SPECIAL PROVISIONS

2022 Street Preservation Project

ANTICIPATED SCOPE OF SERVICES:

Two of the streets, Heritage and Calico, have storm sewer crossings and curb to be removed and replaced prior to being milled and overlaid.

- 60000 sq yds of full width milling
- 6750 tons of 2" Type 3 Recycled overlay
- Tack oil is to be UltraTack, Trackless Tack NTSS-1HM manufactured by Blacklidge applied at the residual rate of .06 gal/sq yd, CAT-TAC trackless tack manufactured by Hunt Refining applied at the same rate, or other approved trackless tack oil. Paving will not begin until the tack has broken.
- Milled surface is to be cleaned by a vacuum sweeper immediately prior to tacking.
- 1597 tons of full depth patching, Type 1 Recycled asphalt. Type II can be used on Hubach Hill, including surface.
- 2000 linear feet of deep crack repair on 18 streets.
- 10000 pounds of crack seal on two thoroughfares prior to micro surface
- 34980 sq yards of Type II micro surface on two thoroughfare streets; Foxridge and Lucy Webb. Aggregate is to be steel slag.
- Re-striping two thoroughfare streets after micro surfacing.
- Install three, Paveway Systems, brick pattern crosswalks with 6" wide, white, thermoplastic borders. Asphalt is to be milled and overlaid 50 feet either side of the center of the crosswalks prior to the crosswalk being installed. See the crosswalk on Municipal Circle at Centerview as an example.
- Provide traffic control that meets MUTCD standards for all phases of the project.
- See map for specific streets.

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" 2013 and all subsequent revisions.

SPECIFICATIONS FOR MICRO SURFACE

Scope of work: Micro surfacing shall follow the specification set forth in Section 2206 of the APWA Standard Specification and Design Criteria Manual for Improved Street Micro-Surfacing - except for the following exceptions:

Exception A from item #6 Mix Design, in the APWA manual

	TYPE II	TYPE III
Aggregate for Micro-Surfacing	18-22 lbs per sq yd 4.53 to 9.07 kg/m ² (dry basis)	20 to 30 lbs per sq yd 6.80 to 13.61 kg/m ² (dry basis)
Emulsified Asphalt (Residual Asphalt Content)	8 to 13.5 % by weight of dry aggregate	5.5 to 13.5 % weight of dry aggregate
Polymer Based Modifier	Minimum of 3% solids based on asphalt weight content	Minimum of 3% solids based on asphalt weight content
Additive	As needed	As needed
Mineral Filler	0.0 to 3.0 % by weight of dry aggregate	0.0 to 3.0 % by weight of dry aggregate
Water	Minimum amount necessary to obtain a fluid and homogenous mixture	Minimum amount necessary to obtain a fluid and homogenous mixture

Exception B from item #7 Application Rates, in the APWA Manual

Type II: 18 to 22 lbs per sq yd

Type III: 20 to 30 lbs per sq yd

Road preparation: The micro surface unit price shall include pavement marking removal, if required, and shall include sweeping, cleaning/routing of cracks and open joints (including the joint between the paved road and the curb line).

Weather Restrictions: Micro surfacing shall not be applied if either the pavement or air temperature is below 50°F (10°C) and falling, but may be applied when both pavement and air temperatures are above 45°F (7°C) and rising. No micro surfacing shall be applied when there is the possibility of freezing temperatures at the project location within 24 hours after application. The micro surfacing shall not be applied when weather conditions prolong opening to traffic beyond a reasonable time.

Resident Notification: Residents whose vehicular access to and from their residences will be affected shall be notified by contractor via door hanger 48

hours prior Micro Surface operations. If operations are delayed, the contractor shall attempt to contact each residence individually (knock on the door) prior to commencing operations. The contractor shall also coordinate operations with school bus operators and solid waste disposal operators.

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

It is expected that Notice of Award shall be issued July 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 2016 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 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.
- B. Full Width Milling:** Full Width Milling shall be paid for at the unit bid price per square yard. The milling depth will be 2" on the residential streets. The unit bid price shall include all materials, labor, equipment, hauling and disposal of millings to complete the work. Contractor to retain the millings.
- C. 2" Type 3 Recycled Overlay:** 2" Type 3 Recycled Overlay shall be paid for at the unit bid price per ton. The unit bid price shall include all materials, labor, equipment required to place and compact a 2" thick surface mat. Tack oil is subsidiary to this line item and UltraTack, Trackless Tack NTSS-1HM manufactured by Blacklidge, CAT-TAC Trackless Tack manufactured by Hunt Refining or an approved trackless tack is specified for this project.
- D. Full Depth Patching:** Full Depth Patching shall be paid for at the unit bid price per ton. The unit bid price shall include all materials, labor and equipment required to remove and dispose of existing asphalt to subgrade. Asphalt shall be Type 1 Recycled if the patch is to be overlaid or Type 2 Recycled if the patch is full depth to the surface.
- E. Deep Crack Repair:** Full Depth Crack Repair shall be paid for at the unit bid price per linear foot. The unit bid price shall include all materials, equipment and labor required to remove the asphalt on either side of the crack with a skid-loader mounted mill, to the full depth of the mill cutting head, dispose of the millings and to place and compact Type 1 Recycled asphalt back to within two inches of the existing surface or to the level of the milled surface.
- F. Type II Micro Surface:** Type II Micro Surface shall be paid for at the square yard unit price per bid form. This per unit price shall include all labor, materials and equipment required to complete construction as per specifications. All surface preparation, traffic control and clean-up shall be considered subsidiary to this line item. Aggregate is to be steel slag

G. Crack Sealing: Crack Sealing shall be paid for at the unit price per pound applied as per the bid form. This unit price shall include all labor, materials and equipment to apply Crafcro Polyflex Type 2-34518 or approved equal to all cracks 1/8" and wider in width and longer than 12".

H. Striping: Striping and shall be considered a lump sum for payment. The unit bid price shall include all materials, labor and equipment required to replace the existing traffic markings as per the plans. The striping and arrows shall be MoDoT approved High Build Acrylic Waterborne Pavement Marking Paint.

7. ADDITIONAL INFORMATION

7.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 22-405-201

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 July, 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 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 22-405-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) ANDREW M. FAHEY having authority to act on behalf of (Company name) J.M. FAHEY CONSTRUCTION COMPANY do hereby acknowledge that (Company name) J.M. FAHEY CONSTRUCTION COMPANY 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: J.M. FAHEY CONSTRUCTION COMPANY

ADDRESS: 408 HIGH GROVE ROAD
Street

ADDRESS: GRANDVIEW MISSOURI 64030
City State Zip

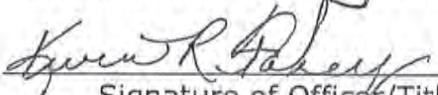
PHONE: 816-763-3010

E-MAIL: AMFAHEY@JMFAHEY.COM

DATE: 6/30/2022
(Month-Day-Year)


Signature of Officer/Title
ANDREW M. FAHEY / PRESIDENT

DATE: 6/30/2022
(Month-Day-Year)


Signature of Officer/Title
KEVIN R. FAHEY / VISE PRESIDENT

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 22-405-201

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 22-405-201

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	SEE ATTACHED
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

State the number of Years in Business: 50

State the current number of personnel on staff: 75

J.M. FAHEY CONSTRUCTION COMPANY

ACTIVE PROJECTS IN EXCESS OF \$1,000,000

PROJECT	CONTRACT AMOUNT	STATUS	OWNER - CONTACT
2021 Street Resurfacing	\$5,729,575.00	Active	UG - Brandon Grover - (913) 573-5704
KC Streetcar - South Terminus/Mill & Overlay	\$5,457,936.00	Active	KC Streetcar - Aaron Adams - (816) 233-9001
Red Bridge Road	\$6,340,060.20	Active	KCMO Parks & Recreation - James Wang - (816) 513-7622
Leavenworth Route 2	\$1,287,259.00	Active	Linaweaver Construction - Marcus Linaweaver - (913) 351-3474
Shawnee 2022 Mill and Overlay	\$2,187,758.00	Active	McAnany Construction - Eric Vossman - (913)915-5756
22-2 Street Resurfacing	\$9,682,941.00	Active	KCMO - Garrett Ross - (816) 513-4701
22-3 Street Resurfacing	\$8,988,267.00	Active	KCMO - Garrett Ross - (816) 513-4701
Leawood Lee Boulevard	\$1,387,337.00	Active	Leawood - John Westbrook - (913) 663-9135
Leawood 2022 Residential Program	\$1,372,308.00	Active	Leawood - John Westbrook - (913) 663-9135

ACTIVE PROJECTS LESS THAN \$1,000,000

PROJECT	CONTRACT AMOUNT	STATUS	OWNER - CONTACT
2021 Projects	\$381,083.70	Active	Westwood Hills - John Sullivan - (913) 432-1550
Shawnee 75th Street Improvements	\$493,216.00	Active	Miles Construction - Eric Reents - (913)957-0792
Blue Rock Urban Outfitters	\$737,283.00	Active	Blue Rock - Dennis Vance - (215) 688-8385
Merriam West Frontage Road	\$205,170.00	Active	Miles Construction - Jane Miles-Breuer - (913) 957-0792
KDOT K7 & Hollingsworth Road	\$228,242.00	Active	Miles Construction - Jane Miles-Breuer - (913) 957-0792

COMPLETED PROJECTS IN EXCESS OF \$1,000,000

PROJECT	CONTRACT AMOUNT	STATUS	OWNER - CONTACT
Main St. Phase 4	\$1,960,154.01	Closed	Grandview - Jim Clay - (816) 316-4859
Hook Rd. Shoulders	\$1,399,234.50	Closed	Lee's Summit - Steven Proudfit - (816) 969-1800
2019 CARS Program	\$1,426,399.75	Closed	Prairie Village - Melissa Prenger - (913) 385-4655
179th St. Improvements	\$1,273,963.81	Closed	Overland Park - Kasim Azhar - (913) 895-6052
I-49 Outer Road	\$1,779,888.00	Closed	Belton - Nikia Freiburger - (816) 331-4331
NW 72nd St. Improvements	\$2,894,261.40	Closed	KCMO - Kim Pemberton - (816) 513-2741
19-2 Resurface Designated Streets	\$3,458,444.00	Closed	KCMO - Garrett Ross - (816) 513-4701
19-3 Resurface Designated Streets	\$3,421,794.00	Closed	KCMO - Garrett Ross - (816) 513-4701
2019 Street Resurfacing	\$2,788,750.00	Closed	UG - Brandon Grover - (913) 573-5704
2020 Street Resurfacing	\$4,241,650.00	Closed	UG - Brandon Grover - (913) 573-5704
Mission Rd.	\$3,219,842.85	Closed	Leawood - Michelle Sherry - (913) 663-9135
2021 Street Resurfacing	\$1,065,735.65	Closed	Bonner Springs - Matt Beets - (913) 441-1961
2021 Residential Mill & Overlay	\$1,547,347.30	Closed	Leawood - John Westbrook - (913) 663-9135

PROPOSAL FORM D
RFP 22-405-201

Proposal of J.M FAHEY CONSTRUCTION COMPANY, organized and
(Company Name)
existing under the laws of the State of MISSOURI, doing business
as A (*) CORPORATION

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 22-405-201 - 2022 Street Preservation 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. 22-405-201

2022 Street Preservation Project

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance	Lump Sum	1	11,500.00	\$11,500.00
Full Width Milling	SY	60000	2.75	\$165,000.00
2" Type 3 Recycled Overlay	Tons	6750	88.25	\$595,687.50
Full Depth Patching, Recycled Type 1	Tons	1597	127.00	\$202,819.00
Type II Micro Surface, (Steel Slag Aggregate Required)	SY	39480	5.20	\$205,296.00
Crack Seal, Crafcro Polyflex Type-2 34518	Pound	10000	4.20	\$42,000.00
Deep Depth Crack Repair	LF	2000	17.50	\$35,000.00
Foxridge Striping	LS	1	6300.00	\$6300.00
Lucy Webb Striping	LS	1	9400.00	\$9400.00
Traffic Control	LS	1	6100.00	\$6100.00
Paveway Systems Brick Pattern Crosswalk	SF	842	25.00	\$21,050.00
6" wide, Thermoplastic Striping	LF	124	8.25	\$1023.00
Striping on Hubach Hill	LS	1	5000.00	\$5000.00
TOTAL				\$1,306,175.50

Company Name J.M. FAHEY CONSTRUCTION COMPANY

Total Base Bid for Project Number: 22-405-201 2022 Street Preservation Project

\$ 1,306,175.50

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

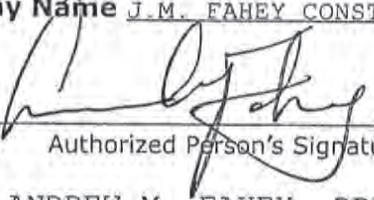
(\$ ONE MILLION THREE HUNDRED SIX THOUSAND)

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

ONE HUNDRED SEVENTY FIVE DOLLARS & 50/100

**BID PROPOSAL FORM E – RFP 22-405-201
CONTINUED**

Company Name J.M. FAHEY CONSTRUCTION COMPANY

By  _____
Authorized Person's Signature

ANDREW M. FAHEY, PRESIDENT
Print or type name and title of signer

Company Address 408 HIGH GROVE RD

GRANDVIEW, MISSOURI 64030

Phone 816-763-3010

Fax 816-763-3862

Email AMFAHEY@JMFAHEY.COM

Date 6/30/2022

ADDENDA

Bidder acknowledges receipt of the following addendum:

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 Andrew M. Fahey, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Andrew M. Fahey

Company: JM Fahey Construction

Address: 408 High Grove Road, Grandview, MO 64030

- 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 # 22-012.
- 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.

JM Fahey Construction

Company Name



Signature

Name: Andrew M. Fahey

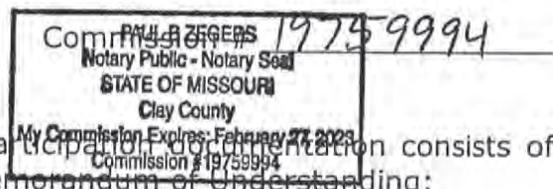
Title: President

STATE OF Missouri COUNTY OF Jackson

Subscribed and sworn to before me this 30TH day of JUNE, 2022.

Notary Public: Paul B. Zeigens

My Commission Expires: 02/27/2023



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: 178720

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and J. M. Fahey Construction Company (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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



Company ID Number: 178720

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

Employer: J. M. Fahey Construction Company

Bridget K. Fahey

Name (Please Type or Print)

Title

Electronically Signed

01/12/2009

Signature

Date

Department of Homeland Security - Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

01/12/2009

Signature

Date

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

J.M. Fahey Construction Company
408 High Grove Road
Grandview, MO 64030

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of
America
One Tower Square
Hartford, CT 06183

This document has important
legal consequences. Consultation
with an attorney is encouraged
with respect to its completion or
modification.

OWNER:

(Name, legal status and address)

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

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

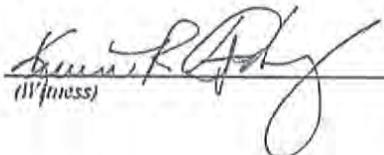
2022 Street Preservation Project, Project No. 22-405-201

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

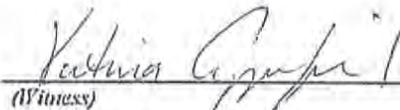
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of June, 2022



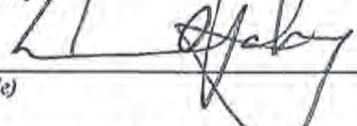
(Witness)



(Witness)

J.M. Fahey Construction Company

(Principal) *(Seal)*

By: 

(Title)

Travelers Casualty and Surety Company of America

(Surety) *(Seal)*

By: 

(Title) C. Stephens Griggs Attorney-in-Fact

Surety Phone No. 860-277-0111



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **C. Stephens Griggs** of **Kansas City Missouri**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

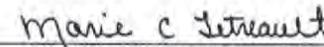
By: 
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

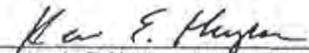
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

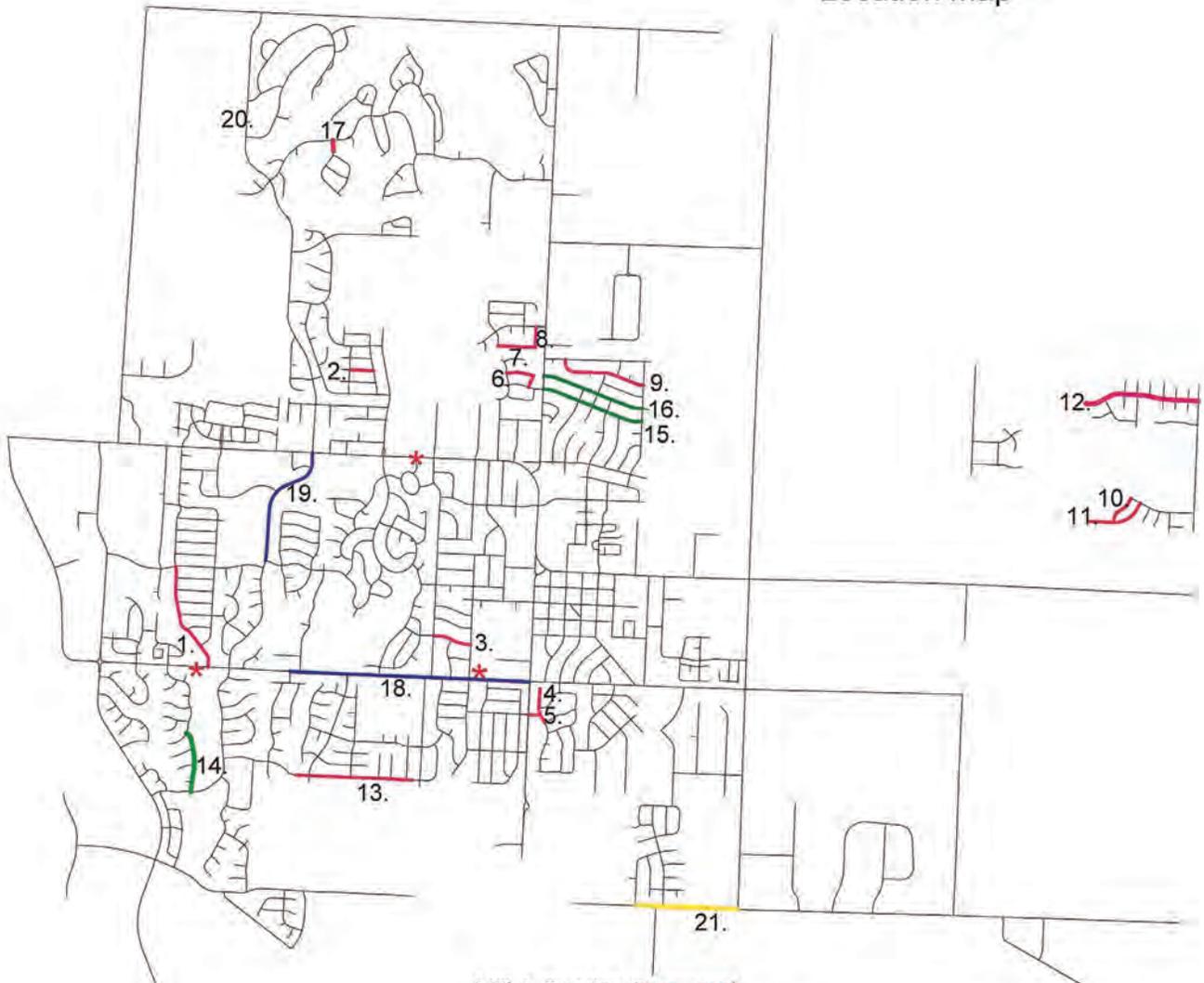
Dated this 30th day of June, 2022




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

2022 Street Preservation Location Map



Note: Old Paint between Red Barn Rd. and Lucy Webb has already been overlaid in recent years.

* Indicates locations for Paveway Systems Crosswalks. The crosswalk on Skyline at 58 Highway doesn't get a thermoplastic, white border.

Mill & Overlay (Magenta)

- | | | | | |
|-----|----------------|-----------------|----|---------------|
| 1. | Huntsman | Johnston | to | Lucy Webb |
| 2. | Manse | Larus | to | Seaton |
| 3. | Buena Vista | Sunset | to | Park |
| 4. | Adams | Alder | to | N. Cul de Sac |
| 5. | Preakness | Adams | to | Madison |
| 6. | Sunflower | Heritage | to | Buffalo |
| 7. | Spring Branch | Thunder Gulch | to | Rdige Crest |
| 8. | Thunder Gulch | Spring Branch | to | Madison Creek |
| 9. | Larado Trail | Sierra | to | Crest |
| 10. | Cold Water Ln. | Alexander Creek | to | Creek View Ln |
| 11. | Creek View Ln | Alexander Creek | to | End of CDS |
| 12. | Sierra | Ward | to | West Dead End |
| 13. | Bristol | Brookside 10th | to | Coventry Lane |

Mill & Overlay With Curbs Also Replaced (Green)

- | | | | | |
|-----|-----------|--------------|----|----------|
| 14. | Old Paint | Red Barn Rd. | to | Foxridge |
| 15. | *Heritage | Crest | to | Madison |
| 16. | *Calico | Crest | to | Madison |

Full Depth Mill With Overlay (Magenta)

- | | | | | |
|-----|----------|--------------|----|----------|
| 17. | Metfield | Creekmoor Dr | to | Dunvegan |
|-----|----------|--------------|----|----------|

Micro Surface (Blue)

- | | | | | |
|-----|-------------|------------|----|-------------|
| 18. | Lucy Webb | Madison | to | Cedar Ridge |
| 19. | S. Foxridge | 58 Highway | to | Johnston |

Full Depth Patching (Yellow)

- | | | | | |
|-----|-------------|--------------------------------------|--|--|
| 20. | Foxridge Dr | 65 Sq. Yds at Jeremy Circle | | |
| 21. | Hubach Hill | 800 Sq. Yds. Between Oak & J Highway | | |



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: July 11, 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 3736: Budget Amendment, FY22 Street Preservation

STRATEGIC PLAN GOAL/STRATEGY

Goal 2.2.2: Create and maintain a well-connected transportation network.

FINANCIAL IMPACT

Award To:
Amount of Request/Contract: \$170,000
Amount Budgeted:
Funding Source/Account#: Fund 45-00-9836-0000

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

The 2022 Capital budget includes the annual Street Preservation project; this is budgeted in the Transportation Fund (36) at \$800,000.

The contract for construction services came in over the budget of \$800,000.

Staff is requesting a budget amendment of \$170,000 to fully fund the project and proceed with construction with an allowance for contingency. This amendment is requested to be a transfer from the Capital Improvement Sales Tax Fund (45), to the Transportation Fund (36) where the project is currently budgeted.

The Capital Improvement Fund Balance is currently projected to close this fiscal year (2022) with an available fund balance of \$1,492,927. This amendment would reduce that balance to \$1,322,927.

BILL 3736

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2022 CAPITAL BUDGET."

WHEREAS, the 2022 Capital Improvement Budget includes the annual Street Preservation project in the amount of \$800,000; and,

WHEREAS, the contract for Street Preservation exceeds the budgeted amount; and,

WHEREAS, staff recommends amending the FY 2022 Capital Budget to allocate \$170,000 from the Capital Improvement Sales Tax Fund (45) to the Transportation Fund (36) to fully fund the 2022 Street Preservation project.

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

Section 1. The City Manager is authorized to amend the 2022 Capital Improvement Budget as follows:

Fund	Budgeted	Amended	Change
Capital Improvement Sales Tax (45)	\$1,256,576	\$1,426,576	\$170,000

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 11TH DAY OF JULY 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 25TH DAY OF JULY, 2022, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: July 11, 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 3734: 2022 Curb Replacement Project

STRATEGIC PLAN GOAL/STRATEGY

2.3: Improve safety for all modes of travel throughout the community

FINANCIAL IMPACT

Award To:	Terry Snelling Construction Inc.
Amount of Request/Contract:	\$588,705.00
Amount Budgeted:	\$600,000
Funding Source/Account#:	Fund 36 \$400,000 Fund 46 \$200,000

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
Current Project Map

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The 2022 Curb Project will include work in the neighborhoods as shown on the attached map.

Bids were received for the 2022 Curb Project on June 30, 2022:

Terry Snelling Construction, Inc	\$588,705.00
J.M. Fahey Construction	\$880,900.00
Freeman Concrete Construction	\$895,411.00

Terry Snelling Construction Inc. is the lowest and best bidder. Staff recommends the contract for the 2022 Curb Project to be awarded to Terry Snelling Construction Inc. in the amount of \$588,705.

BILL 3734

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TERRY SNELLING CONSTRUCTION INC. FOR THE 2022 CURB REPLACEMENT PROJECT, CITY PROJECT NUMBER 22-409-201, IN THE AMOUNT OF \$588,705 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, the 2022 Curb project was included in the 2022 Capital Budget; and,

WHEREAS, bids for this project were received on June 30, 2022; and,

WHEREAS, Terry Snelling Construction Inc. has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is directed to enter into a contract in the amount of \$588,705 with Terry Snelling Construction Inc. for the 2022 Curb 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 11TH DAY OF JULY, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 25TH DAY OF JULY, 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 Curb Replacement Project

This Contract for the 2022 Curb Replacement Project, hereafter referred to as the **Contract** is made this 25th day of July, 2022, between Terry Snelling Construction Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 20004 E Yocum, Independence, MO 64058, 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 July 25, 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 22-409-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to 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 **100** 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 \$588,705.00.

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

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

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

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

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

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

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

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

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

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

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

ARTICLE VII RESPONSIBILITIES

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

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

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

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

Contractor will supervise and direct the work performed, and shall be responsible for their employees. The 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)

TERRY SNELLING CONSTRUCTION INC.

By: _____

Title: _____

Attest: _____

APPENDIX A

SCOPE OF SERVICES AND SPECIAL PROVISIONS

ANTICIPATED SCOPE OF SERVICES:

- The 2022 Curb Replacement Project primarily consists of removal and replacement of existing curb, curb patching and ADA ramp replacement.

1. SPECIFICATIONS WHICH APPLY

The Supplementary Conditions define the Project; establish the standards by which the work will be performed and further clarify those standards for the specific locations involved. These Supplementary Conditions supersede all other provisions of the documents wherein there is a conflicting statement. The performance of the work, the material requirements, the basis of measurement and the basis of payment for the various portions of the work shall be in accordance with the appropriate sections of the Kansas City Chapter of the APWA "Standard Specifications and Design Criteria" current edition, except as altered or modified by these supplementary conditions, and the contract document entitled, "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri, latest edition. This document shall be considered Supplementary Conditions for the purpose of Section 1.39 of the Kansas City Chapter of the APWA "Standard Specifications and Design Criteria" and shall take precedence for construction. All equipment and material not covered by APWA, the City's Technical Specifications or MODOT's Standard Specifications for Highway Construction Manual are included following this sheet. *Where the standards are in conflict, the more stringent criteria shall apply.*

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. **Additional streets with various lengths of curb replacement may be added to the project.**

3. PROJECT COMPLETION AND SCHEDULE

Contractor shall complete work within **100** calendar days of issuance 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. SPECIAL CONDITIONS

- *Existing Curb Removal:* The unit price named in the bid shall be for the linear feet of existing curb & gutter removed. The unit price named in the bid shall cover all costs in connection therewith for removing any type of existing curb and/or additional existing materials to install replacement curb including cutting and disposal of material. Curb removal may be in several areas of varying lengths per street. Any required detour or road closure signage or other required signage shall be subsidiary to this bid item. **Weather permitting curb shall be replaced within 24 hours of existing curb removal.** Street cuts are only allowed in areas receiving pavement mill and overlay. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems.
- *Curb Replacement Modified Straight Back and Roll Back:* The unit price named in the bid shall be for the linear feet of curb & gutter replaced. The unit price named in the bid shall cover all costs in connection therewith for both modified straight back (see attached detail) and roll back curb (CG-2), including: doweling into existing curb, expansion material, installation of new curb and protection of the new curb during the curing process. Curb replacement may be in several areas of varying lengths per street. **Concrete curb shall be an approved KCMMB 4K mixture.** Any required detour or road closure signage or other required signage shall be subsidiary to this bid item. **Weather**

permitting curb shall be replaced within 24 hours of existing curb removal. Street cuts are only allowed in areas receiving pavement mill and overlay. Curb backfill and if required asphalt repairs shall be completed within 5 days of the new curb installation. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems.

- *Surface Mount Detectable Warning Tiles:* The unit price named in the bid shall be for each tile installed. The unit price named in the bid shall cover all costs in connection therewith to install the tiles on existing ADA ramps. The tiles shall be Surface Applied Armor Tile Detectable Warning Surface or an approved equal. The tile shall be at least 2' x 4' in size and be brick red in color.
- *ADA Ramp:* The unit price named in the bid shall be for Each ADA Ramp installed. The unit price named in the bid shall cover all costs in connection therewith, including traffic control devices cutting, removal of existing material, disposal of material, doweling into existing concrete, truncated dome pad (more than one pad may be required at no additional cost), installation of new ADA Ramp and protection of the new ramp during the curing process. The ADA Ramps include the transition, ramp, landing. ***Concrete used in the ADA Ramp shall be an approved KCMMB 4K mixture.*** Site restoration is subsidiary to the ADA ramp bid item. The site shall be restored to equivalent or better condition. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems. **The ADA ramp shall be 6" thick concrete without reinforcement bar. The ADA Ramps may be installed on streets receiving curb replacement and various locations throughout the City of Raymore.**
- *4" Sidewalk Replacement:* The unit price named in the bid shall be for the Square Foot (SF) of sidewalk removed and replaced. The unit price named in the bid shall cover all costs in connection therewith, including traffic control devices cutting, removal of existing material, disposal of material, doweling into existing concrete and protection of the sidewalk during the curing process. The sidewalk shall be 4" thick concrete without reinforcement. Sidewalk replacement may be in several areas of varying lengths per street. ***Concrete shall be an approved KCMMB 4K mixture. Weather permitting sidewalk shall be replaced within 24 hours of existing sidewalk removal.***

- *ADA Ramp Edge Curb:* The unit price named in the bid shall be for the linear feet of ADA Ramp Edge Curb installed. The unit price named in the bid shall cover all costs in connection therewith for ADA Ramp Edge Curb including: doweling, installation of new curb and protection of the new curb during the curing process. Not all ADA ramps will require curb. ADA Ramp Edge Curb will be installed where final grading does not allow for normal installation of ADA Ramps. ***Concrete used in the ADA Ramp Edge Curb shall be an approved KCMMB 4K mixture.***
- *Curb Patching:* The unit price named in the bid shall be per bag installed. The unit price shall include all labor, equipment, material removal and materials used to install the bags of concrete. The curb to be patched shall have all broken or loose material removed to stable concrete. The concrete patching material shall be Sakrete fast setting concrete mix in 50 pound bags, or approved equal. A list of curb patching locations will be provided to the contractor each month active curb replacement is occurring on this contract, patching shall be completed within 14 calendar days of issuing the list. The curb patching will be of various sizes and multiple locations throughout the City of Raymore.
- *Pre-Construction Photos:* The unit price named in the bid shall be for the lump sum cost to take pre-construction photos. The pre-construction photos are required at each curb and driveway intersection. The photos will be the property of the City and will need to be submitted prior to curb removal.
- *Mobilization, Bonds and Insurance:* The unit price named in the bid shall be for the Lump Sum (LS) of the mobilization, bonds and insurance. Please see Appendix B General Terms and Conditions for additional information.
- *Expansion Joints & Dowels:* The contractor shall use three #5 smooth dowels when connecting into existing concrete. One end of each section of curb replacement shall also use $\frac{3}{4}$ inch expansion joint material with three greased and capped #5 smooth dowels. See the City's Technical Specifications for additional information regarding expansion joints and dowels.
- *Site Restoration:* Site Restoration shall be considered subsidiary to the curb replacement bid item. The contractor shall follow APWA specifications section 2400 for Type A seed. Topsoil shall be used as

fill material. Topsoil shall be defined as: fertile, friable and loamy soil of uniform quality, without admixture of subsoil material, and shall be free from material such as hard clods, stiff clay, hardpan, partially disintegrated stone, pebbles larger than one inch in diameter, and other impurities. Topsoil shall be relatively free from grass, roots, weeds, and other objectionable plant material or vegetative debris undesirable or harmful to plant life or which will prevent the formation of suitable seedbed. **Acceptance of this project and release of final payment will not occur until vegetation is established.**

- *Working Hours:* No work shall start before 7:00 A.M. including maintenance of equipment. ALL streets will be open to traffic no later than 4:00 p.m. unless expressly authorized in writing by the City Engineer. The City Engineer shall approve all work to be performed on Saturday, Sunday and on any holidays. All requests for doing such work shall be given 48 hours in advance.
- *Traffic Control and Traffic Routing:* Construction operations shall be coordinated to result in the least practicable delay to traffic. Flagmen are required for all one way traffic operations. In the case where the flagmen with signing paddles are in excess of 300 feet or out of visual contact, two-way radios will be required for traffic control. Prior to construction, the contractor must submit to the city a Traffic Control Plan meeting the requirements of the Manual on Uniform Traffic Control Devices.
- *Signing:* The Contractor will furnish adequate signs, barricades, warning lights and all other equipment necessary in accordance with the Manual on Uniform Traffic Control Devices, to direct and re-route traffic and will furnish flagmen and other personnel necessary to provide the required traffic control in accordance with the approved schedule of operations.-
- *Construction Schedule:* After being awarded the contract, the Contractor shall immediately prepare and submit for approval by the City, a construction schedule that will insure completion of the project within the contract time. The schedule shall be submitted to the Engineer within ten (10) calendar days after issuance of the notice of award. The Contractor will notify the City immediately of any significant changes in the submitted schedule of work.
- *Weather Limitations:* The contractor shall follow the Mid-West Concrete Industry Board, Inc (MCIB) Sections 10 and 11 for cold or

hot weather concrete. With the following exception: concrete shall not be placed when temperatures are below 34 °F.

- *Concrete Testing:* Temperature, slump, air content and cylinders shall be taken on the first working day of every week. Four cylinders shall be cast and tested at 7 and 28 day intervals. Two cylinders will be held back for additional testing if required. The above tests shall be repeated twice per week for projects lasting more than two days. A KCMMB 4K concrete mix shall be used on all exposed concrete. A concrete mix design shall be submitted prior to placing concrete. All concrete testing shall be subsidiary to the bid items in this project, contractor shall use an independent testing lab to perform the tests.

7. ADDITIONAL REQUIREMENTS

- *Notification:* Contractor shall place door hangers on the doors of affected property owners 48 hours in advance of the removal operations. City will provide door hangers.
- *Tax Exempt:* This is a Tax Exempt Project
- *Utilities:* Regardless of what utilities are shown in the bidding documents and utility locations listed, the bidder shall contact each area utility to determine the presence and location of the utility lines. The bidder shall determine and shall assume the risk as to whether utilities that are to be relocated by the utility company have in fact been relocated and if not, when the utility company anticipates the relocation shall be completed. The bidder shall independently determine the reliability of the information received from the utility companies and shall make the determination as to the sequence and timing of utility relocations in determining a bid.

8. PROTECTION OF PUBLIC & PRIVATE PROPERTY

- *Missouri One Call:* Before starting work, the Contractor shall notify all utilities involved, and shall request them for cooperation in locating lines in advance of the work. The Contractor shall make reasonable effort to avoid breaking utility lines. The utility shall be notified immediately should a break occur in a line during construction under this contract. Any lines so broken by the contractor shall be repaired according to the utility company's standards at the expense of the Contractor.

- *Pavement Protection:* Wherever the work is along existing pavement, which is to be retained, traction equipment with lugs will not be permitted. The Contractor shall use utmost care not to damage or destroy any existing pavement. Any pavement damaged or destroyed due to the operations of the Contractor, which is not within the contract limits shall be replaced.
- *Damages:* The Contractor will exercise care to prevent damage to existing roadways, highways, ditches, shoulders, structures, trees, and underground utilities adjacent to construction site. The Contractor shall be held responsible for all damage to roads, highways, shoulders, ditches, bridges, culverts, trees, and other property, caused by him or his subcontractors in transporting materials to or from the site of work, regardless of location of such damage, and shall pay for or replace such damaged property to the satisfaction of the Owner of such property.

9. 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, providing all construction plant equipment and tools, 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.

List of Streets for Curb Replacement

Street for Curb Replacement	Start	End	Quantity (LF)
E & W Heritage Drive	N. Madison Street	N. Crest Drive	5250
E & W Calico Drive	N. Madison Street	N. Crest Drive	5250
Old Paint Road	Lucy Webb Road	S. Foxridge Drive	7500

10. ADDITIONAL BIDDING INFORMATION

10.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 22-409-201

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 July, 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 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 22-409-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Terry S. Snelling having authority to act on behalf of (Company name) Terry Snelling Construction Inc do hereby acknowledge that (Company name) TERRY SNELLING CONSTRUCTION INC will be bound by all terms, costs, and conditions of this proposal for a period of 90 days from the date of submission; and commit to sign the Agreements.

FIRM NAME: TERRY SNELLING CONSTRUCTION INC

ADDRESS: 20004 E Yocum Rd
Street

ADDRESS: Independence Mo 64058
City State Zip

PHONE: 816-985-4507

E-MAIL: terry@terrysnellingconstruction.com

DATE: 6/30/2022
(Month-Day-Year)

[Signature]
Signature of Officer/Title Pres.

DATE: 6/30/2022
(Month-Day-Year)

[Signature]
Signature of Officer/Title Sec

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 22-409-201

CONTRACTOR DISCLOSURES

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

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

Legal Matters

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

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

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

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

Required Representations

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

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

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 22-409-201

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	
ADDRESS	<i>Please See Attached information</i>
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

State the number of Years in Business: 20 years

State the current number of personnel on staff: 25

Terry Snelling Construction Inc

20004 E. Yocum Road
 Independence, Missouri 64058

816-985-4507

terry@terrysnellingconstruction.com

Fax Line 816-796-9888

Contract Amount	Type of work	Completed	Location	Name and Address
\$200,000.00	City of Harrisonville, MO Curb and SW tmartin@harrisonville.com	4/2018	Harrisonville, Mo	Ted Martin 816-380-8900
\$87,000.00	2018 Sidewalk Program City of Raymore, Mo psmith@raymore.com	9/2018	Raymore, MO	City of Raymore, Mo Paschal Smith 816-308-7917
\$495,000.00	2018 Curb Repair Program City of Raymore, Mo psmith@raymore.com	9/2018	Raymore, MO	City of Raymore, Mo Paschal Smith 816-308-7917
\$150,000.00	Misc. Concrete Repairs (misc Locations) sbrennan@rosepaving.com	12/2018	Rose Paving	Steve Brennan 708-430-1100
\$650,000.00	2019 Curb Repair Program City of Raymore, Mo psmith@raymore.com	12/2019	Raymore, MO	City of Raymore, Mo Paschal Smith 816-308-7917
\$100,000.00	Misc. Concrete Repairs (misc Locations) sbrennan@rosepaving.com	12/2019	Rose Paving	Steve Brennan 708-430-1100
\$342,000.00	City of Harrisonville, MO Curb and SW tmartin@harrisonville.com	4/2019	Harrisonville, Mo	Ted Martin 816-380-8900
\$25,000.00	Platte County, MO- Curb repair bheim@co.platte.mo.us	4/2019	Platte County Mo	Bob Heim 816-200-6548
\$275,000.00	Superior/Bowen- Liberty Overlay Curbs jbelger@superiorbowen.com	10/2019	Superior/Bowen	John Belger 816-215-0339
\$129,000.00	Superior/Bowen- Jackson County jbelger@superiorbowen.com	6/2019	Superior/Bowen	John Belger 816-215-0339
\$150,000.00	Quivera Medical Plaza markl@paradiseasphalt.com	9/2019	Overland Park Ks.	Paradise Asphalt Mark Fullington 816-377-5660
\$400,000.00	Independence, Mo. - Sidewalks to Schools fwoods@indepmo.org	4/2020	Indep. Mo	Fred Woods 816-730-1349
\$80,000.00	Independence, Mo. Kendall Street wfincher@indepmo.org	4/2020	Indep. Mo.	Woodrow Fincher 816-935-3892
\$498,000.00	Independence, Mo. Waterfall Park shannah@indepmo.org	11/2020	Indep. Mo.	Sheldon Hannah 816-935-1916
\$750,000.00	2020 Curb Repair Program City of Raymore, Mo psmith@raymore.com	12/2020	Raymore, MO	City of Raymore, MO Paschal Smith 816-308-7917

Terry Snelling Construction Inc

20004 E. Yocum Road
Independence, Missouri 64058

816-985-4507

terry@terrysnellingconstruction.com

Fax Line 816-796-9888

Contract Amount	Type of work	Completed	Location	Name and Address
\$100,000.00	City of Harrisonville, MO Curb and SW tmartin@harrisonville.com	4/21	Harrisonville, Mo	Ted Martin 816-380-8900
\$186,000.00	2021 Sidewalk Program City of Raymore, Mo psmith@raymore.com	8/21	Raymore, MO	City of Raymore, Mo Paschal Smith 816-308-7917
\$667,000.00	2021 Curb Repair Program City of Raymore, Mo psmith@raymore.com	11/21	Raymore, MO	City of Raymore, Mo Paschal Smith 816-308-7917
\$1,274,000.00	Superior/Bowen- Belton Streets jbelger@superiorbowen.com	11/21	Superior/Bowen	Tim Mulvany 816-918-0196
\$100,000.00	Overland Park Doctors Bldg markf@paradiseasphalt.com	9/21	Overland Park Ks.	Paradise Asphalt Mark Fullington 816-377-5660



105 West Capitol Avenue
P.O. Box 270
Jefferson City, Missouri 65102

Missouri Department of Transportation
Patrick K. McKenna, Director

573.751.2551
Fax: 573.751.6555
1.888.ASK MODOT (275.6636)

December 3, 2021

Terry Snelling Construction, Inc.
20004 E Yocum Road
Independence, MO 64058

Dear Sir or Madam:

This is to acknowledge receipt of your Contractor Questionnaire. As set forth in 7 CSR 10-15, your firm has been approved to bid as a prime contractor on highway projects **at or below \$2,000,000**. The questionnaire submitted will be retained on file for one year, and will expire on 11/30/2022.

The Missouri Highways and Transportation Commission (the Commission) does not issue a gross qualification figure to prospective bidders. The lowest, responsive, responsible bidder for each project is determined by the Commission. The Commission reserves the right to reject any and all bids.

You have been assigned contractor vendor number **0012482**, to be used in the bidding process with MoDOT. In order to submit a bid on MoDOT road and bridge projects, you must have an active Bid Express account and a digital ID. Establishing a digital ID with Bid Express may take up to a week. A bidder must also download the current version of Expedite Bid software and the electronic bid submission (EBS) files from www.Bidx.com.mo/main.

All bidders are reminded that the Missouri Standard Specifications for Highway Construction Section 102 "Bidding Requirements and Conditions" includes important elements you should become familiar with prior to submitting a bid. Violation of this section is grounds to disqualify and reject bids by the Commission.

All successful bidders are required to remain in good standing with the Missouri Secretary of State to do business with the State of Missouri to be eligible to receive a contract for execution and during the performance of the contract.

MoDOT requires all successful bidders to be registered in MissouriBUYS. Registration with MissouriBUYS ensures prompt payment and allows vendors to update important information such as address changes or banking information. In addition, registration in MissouriBUYS allows contractors to view other bid opportunities with the State of Missouri. <https://missouribuys.mo.gov/registration>

Please note that MoDOT road and bridge bidding opportunities remain located in MoDOT's Online Plans Room. <https://www.modot.org/modot-online-plans-room>

If you have any questions pertaining to filing questionnaires or to expiration dates, please call Jennifer Smith at 573-751-8305.

Sincerely yours,

David D. Ahlvers
State Construction and Materials Engineer



Our mission is to provide a world-class transportation system that is safe, innovative, reliable and dedicated to a prosperous Missouri.

www.modot.org

PROPOSAL FORM D

RFP 22-409-201

Proposal of TERRY SNELLING CONSTRUCTION Inc, organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as Missouri (*) Corporation

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 22-409-201 - 2022 Curb 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. 22-409-201

2022 Curb Project

Base Bid Items	Units	Estimated Quantities	\$/Units	Total
Existing Curb Removal	LF	18000	6.89	\$ 124,020 ⁰⁰
Curb Installation Modified Straight Back and Roll Back	LF	18000	22.00	\$ 396,000 ⁰⁰
Surface mount detectable warning tiles for ADA Ramps	Each	15	250 ⁰⁰	\$ 3750 ⁰⁰
ADA Ramps	Each	8	2000 ⁰⁰	\$ 16,000 ⁰⁰
4" Sidewalk Replacement	SF	1000	6 ⁰⁰	\$ 6,000 ⁰⁰
ADA Ramp Edge Curb	LF	200	30 ⁰⁰	\$ 6,000 ⁰⁰
Curb Patching 50#bag	Bag	100	190 ⁰⁰	\$ 19,000 ⁰⁰
Pre-Construction Photos	LS	1	1000 ⁰⁰	\$ 1000 ⁰⁰
Mobilization, bonds and insurance	LS	1	16,935 ⁰⁰	\$ 16,935 ⁰⁰
TOTAL BASE BID				\$ 588,705 ⁰⁰

Company Name TERRY SNELLING CONSTRUCTION INC.

Total Base Bid for Project Number: 22-409-201

\$ 588,705.00

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

(\$ Five Hundred Eighty Eight Thousand seven hundred five dollars ^{No/100})

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

**BID PROPOSAL FORM E – RFP 22-409-201
CONTINUED**

Company Name Terry Snelling Construction Inc

By 

Authorized Person's Signature

TERRY S. SNELLING President

Print or type name and title of signer

Company Address 20004 E Yocum

Independence, Mo 64058

Phone 816-985-4507

Fax 816-796-9888

Email terry@terrysnellingconstruction.com

Date 6/30/2022

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

Curb Replacement
Project #22-409-201

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 - Clarification.

1. Question: Are throats replaced by Storm Sewer contractor?

Response: The storm sewer contractor will be replacing the curb inlet throats at the curb inlets being replaced on Heritage Drive and Calico Drive. The curb contractor will be responsible for replacing the curb inlet throats at all other locations.

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com and to Margie Sullivan by email at msullivan@raymore.com. There will be no questions allowed after June 24, 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: Terry Snelling Construction Inc
By: TERRY S. Snelling
Title: President
Address: 20004 E Youm
City, State, Zip: Independence, Mo 64058
Date: 6/28/2022 Phone: 816-985-4507
Signature of Bidder: [Signature]

ADDENDUM MUST BE SUBMITTED WITH BID

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

Terry Snelling Construction Inc.
00994298

was created under the laws of this State on the 24th day of August, 2009, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 28th day of June, 2022.


Secretary of State



Certification Number: CERT-06282022-0038



Curb Replacement

 Year 2022

- 1 - E/W Heritage Dr
- 2 - E/W Calico Dr
- 3 - Old Paint Rd

Published:
2/15/2022





CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: July 11, 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 3735: 2022 Storm Sewer Project

STRATEGIC PLAN GOAL/STRATEGY

2.3.3 Strengthen development & maintenance of streets, trails & pedestrian pathways

FINANCIAL IMPACT

Award To:	J Richardson Construction
Amount of Request/Contract:	\$246,582.50
Amount Budgeted:	\$250,000
Funding Source/Account#:	Stormwater Sales Tx(46) \$150,000 Fund(36) \$100,000

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
September 2022	September 2022

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
Storm Sewer Map

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

This project involves replacement of deteriorated inlet boxes and culverts on Heritage Drive and Calico Drive in conjunction with the FY22 Street Preservation Project. Bids were received on June 30, 2022:

DAHC Construction, LLC*	\$232,380.00
J Richarson Construction	\$246,582.50
Shedigs it, LLC	\$274,927.00
Harris Excavating & Construction	\$347,204.00
Infrastructure Solutions	\$372,902.28
TC Fuller Construction	\$413,002.00

DAHC was determined to be unqualified to bid at the time bids were received. Therefore, bid was rejected.

J Richardson Construction was determined to be the lowest and best bidder. Staff recommends awarding the project to J Richardson Construction.

BILL 3735

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH J RICHARDSON CONSTRUCTION FOR THE 2022 STORM SEWER IMPROVEMENTS PROJECT, CITY PROJECT NUMBER 22-406-202, IN THE AMOUNT OF \$246,582.50 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, the 2022 Storm Sewer Improvements Project was included in the FY 2022 capital budget; and,

WHEREAS, bids for this project were received on June 30, 2022; and,

WHEREAS, J Richardson 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 directed to enter into a contract in the amount of \$246,582.50 with J Richardson Construction for the 2022 Storm Sewer Improvements 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 11TH DAY OF JULY, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 25TH DAY OF JULY, 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 Storm Sewer Project

This Contract for the 2022 Storm Sewer Project, hereafter referred to as the **Contract** is made this 25th day of July, 2022, between J Richardson Construction, an entity organized and existing under the laws of the State of Kansas, with its principal office located at 22025 W 183rd Street, Olathe, KS 66062, 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 July 25, 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 22-406-202 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to 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 \$246,582.50.

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. The 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)

J RICHARDSON CONSTRUCTION

By: _____

Title: _____

Attest: _____

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

2022 Storm Sewer Project

ANTICIPATED SCOPE OF SERVICES:

- Remove and replace 11 sections of storm sewer crossing two streets (Calico and Heritage) along with the adjacent curb inlets/junction boxes.

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" 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 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

It is expected that Notice of Award shall be issued July 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 2016 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 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.

B. Construction and Survey Controls: Construction and Survey Controls shall be considered a lump sum item for payment. The unit cost for this item shall include all equipment, labor and materials required to develop and establish necessary control, detail dimensions, slope stakes and measurements required for proper layout and performance of the work.

C. Utility Locates: Utility Locates shall be considered a lump sum for payment. The unit cost for this item shall include all labor, equipment and materials required to locate all utilities in the project area. Any location of utilities shown on the plans are not to be considered accurate and are to be verified by the contractor.

- D. Traffic Control:** Traffic Control line items shall be considered individually as lump sums for payment. Traffic must be maintained on the other residential streets Kurzweil and N. Madison. Flaggers are required if traffic is reduced to one-lane. A traffic control plan must be submitted individually for each street if it is going to be closed completely. 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.
- E. Curb Inlets:** Curb Inlets shall be paid for at the unit bid price per each. The unit price shall include all labor, equipment and materials to remove the existing structures and inlet throats, dispose of any debris and install the new structures. This includes any pipe required to reconnect to the existing pipe that is to remain and throats in the curb.
- F. Junction Boxes:** Junction Boxes shall be paid for at the unit bid price per each. The unit price shall include all labor, equipment and materials to remove the existing structures and inlet throats, dispose of any debris and install the new structures. This includes any pipe required to reconnect to the existing pipe that is to remain and throats in the curb.
- G. 18" RCP , 24" RCP, 26" RCP:** 18", 24" and 36" Reinforced Concrete Pipe shall be paid for at the unit bid price per linear foot as measured from the center of the structures. The unit bid price shall include all labor, equipment and materials required to remove existing pipe and any natural or manmade objects or debris, installation of new pipe and backfilling as per plan detail.
- H. 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.
- I. Driveway Replacement:** Driveway Replacement shall be paid for at the unit bid price per square foot. The unit cost for this item shall include all materials, equipment and labor required for removal and replacement. The new driveway shall be KCMMB 4K mix, 6 inches thick and doveled into the existing driveway.
- J. Street Repair:** Street Repair shall be paid for at the unit bid price per square foot. The unit cost for this item shall include all materials, equipment and labor required for the repair. See sheet 1 of the Storm Sewer Plans.

7. ADDITIONAL INFORMATION

7.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 22-406-202

Appendix B
General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

Award of this contract is anticipated prior to the end of July, 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 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 22-406-202

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Justin Richardson having authority to act on behalf of (Company name) J. Richardson Construction do hereby acknowledge that (Company name) J. Richardson 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: J. Richardson Construction

ADDRESS: 22025 W 143rd St
Street

ADDRESS: Olney VA 22064
City State Zip

PHONE: 913-592-2010

E-MAIL: TR.JRichardson25@gmail.com

DATE: 6/29/2022
(Month-Day-Year)

Justin Richardson
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 22-406-202

CONTRACTOR DISCLOSURES

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

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

Legal Matters

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

___ Yes 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 22-406-202

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 Sedalia
ADDRESS	200 S Osage Sedalia, MO
CONTACT PERSON	Jeremy Stone
CONTACT EMAIL	jstone@cityofsedalia.com
TELEPHONE NUMBER	660-619-1209
PROJECT, AMOUNT AND DATE COMPLETED	Stormwater Area 4A 200,000 02/01/2022

COMPANY NAME	City of Chene Creek
ADDRESS	300 N New Ballas Rd Chene Creek
CONTACT PERSON	Matt Wohlberg
CONTACT EMAIL	mwohlberg@chene-creek-mo.gov
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	50,000 Malcolm Knize Park 09/01/2021

COMPANY NAME	G-B Construction
ADDRESS	30790 Switzer Rd Louisville Ky
CONTACT PERSON	Jack McLeavee
CONTACT EMAIL	jackmcleavee@gmail.com
TELEPHONE NUMBER	816-799-6224
PROJECT, AMOUNT AND DATE COMPLETED	Multiple

COMPANY NAME	O'Donnell & Sons
ADDRESS	520 W Pennsylvania St Suite 300 KCMO
CONTACT PERSON	Patrick O'Donnell
CONTACT EMAIL	padonnelle@penncorbowen.com
TELEPHONE NUMBER	816-708-2914
PROJECT, AMOUNT AND DATE COMPLETED	Multiple

COMPANY NAME	City of Edgerton
ADDRESS	404 E Nelson Edgerton Ky
CONTACT PERSON	Trey Whitaker
CONTACT EMAIL	twhitaker@edgertons.org
TELEPHONE NUMBER	816-206-2358
PROJECT, AMOUNT AND DATE COMPLETED	~ 200,000 02/20 03/01/2021

State the number of Years in Business: 10

State the current number of personnel on staff: 4

PROPOSAL FORM D

RFP 22-012

Proposal of J. Richardson Construction, organized and
(Company Name)
existing under the laws of the State of Kansas, doing business
as J. Richardson Construction a corporation

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 22-406-202 – 2022 Storm Sewer Project

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

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

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

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

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

BID PROPOSAL FORM E – Project No. 22-406-202

2022 Storm Sewer Project

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance	Lump Sum	1		
Construction and Survey Controls	LS	1		
Utility Locates	LS	1		
Traffic Control	LS	1		
Curb Inlets, 5'x4'	Each	20		
Junction Boxes, 4'x4'	Each	2		
18" RCP	Lin Ft	390		
24" RCP	LF	50		
36" RCP	LF	35		
Sidewalk Replacement	Sq Ft	1030		
Driveway Replacement, 6" Thick, no rebar	Sq Ft	370		
Street Repair	Sq Ft	960		
TOTAL				\$

Company Name J. Richardson Construction

Total Base Bid for Project Number: 22-406-202 2022 Storm Sewer Project

\$ _____

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

(\$ _____)

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

See attached addendum 3

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



ADDENDUM NO. 1
Storm Sewer Project
Project #22-406-202

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

Addendum No. 1 - Clarification.

1. Question: Are throats replaced by Storm Sewer contractor?

Response: The storm sewer contractor will be replacing the curb inlet throats at the curb inlets being replaced on Heritage Drive and Calico Drive. The curb contractor will be responsible for replacing the curb inlet throats at all other locations.

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com and to Margie Sullivan by email at msullivan@raymore.com. There will be no questions allowed after June 24, 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: J. Richardson Construction
By: Tristen Richardson
Title: President
Address: 22025 W 183rd St
City, State, Zip: Olathe KS 66062
Date: 6/29/2022 Phone: 913-592-2070
Signature of Bidder: [Handwritten Signature]

ADDENDUM MUST BE SUBMITTED WITH BID

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



ADDENDUM NO. 2
Storm Sewer Project
Project #22-406-202

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

Addendum No. 2 - Clarification.

1. Updated Bid Proposal Form E - Attached.

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com and to Margie Sullivan by email at msullivan@raymore.com. There will be no questions allowed after June 24, 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: J. Richardson Construction
By: Tristan Richardson
Title: President
Address: 22025 W 103rd St
City, State, Zip: Overland Park, KS 66202
Date: 6/29/2022 Phone: 913-592-2010
Signature of Bidder: [Handwritten Signature]

ADDENDUM MUST BE SUBMITTED WITH BID

***REVISED* BID PROPOSAL FORM E – Project No. 22-406-202**

2022 Storm Sewer Project

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance	Lump Sum	1		
Construction and Survey Controls	LS	1		
Utility Locates	LS	1		
Traffic Control	LS	1		
Curb Inlets, 5'x4'	Each	19		
Junction Boxes, 4'x4'	Each	3		
18" RCP	Lin Ft	390		
24" RCP	LF	50		
36" RCP	LF	35		
Sidewalk Replacement	Sq Ft	1030		
Driveway Replacement, 6" Thick, no rebar	Sq Ft	370		
Street Repair	Sq Ft	960		
TOTAL				\$

Company Name J. Richardson Construction

Total Base Bid for Project Number: 22-406-202 2022 Storm Sewer Project

\$ _____

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

(\$ _____)

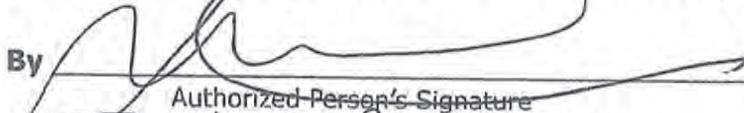
In the blank above write out the sum of the bid.

***REVISED* BID PROPOSAL FORM E - RFP 22-406-202
CONTINUED**

Company Name

J. Richardson Construction

By



Authorized Person's Signature

Triston Richardson

Print or type name and title of signer

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. 2

Addendum No.

Addendum No.

Addendum No.

Addendum No.

Company Address

22025 W 183rd

Olathe KS 66062

Phone

913-592-2010

Fax

Email

TR.JRichardson25@gmail.com

Date

6/29/2022

LATE BIDS CANNOT BE ACCEPTED!

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



ADDENDUM NO. 3
Storm Sewer Project
Project #22-406-202

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

Addendum No. 3 - Clarification.

1. Revised Revised Bid Proposal Form E - Attached.

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com and to Margie Sullivan by email at msullivan@raymore.com. There will be no questions allowed after June 24, 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: J. Richardson Construction

By: Tristen Richardson

Title: President

Address: 22025 W 183rd St

City, State, Zip: Olame KS 66062

Date: 6/29/2022 Phone: 913-592-2110

Signature of Bidder: [Handwritten Signature]

ADDENDUM MUST BE SUBMITTED WITH BID

****REVISED REVISED** BID PROPOSAL FORM E - Project No. 22-406-202**

2022 Storm Sewer Project

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance	Lump Sum	1	\$12,500.00	\$12,500.00
Construction and Survey Controls	LS	1	\$2,100.00	\$2,100.00
Utility Locates	LS	1	\$2,000.00	\$2,000.00
Traffic Control	LS	1	\$2,500.00	\$2,500.00
Curb Inlets, 5'x4'	Each	19	\$7,400.00	\$140,600.00
Junction Boxes, 4'x4'	Each	3	\$8,500.00	\$25,500.00
18" RCP	Lin Ft	390	\$73.00	\$28,470.00
24" RCP	LF	50	\$85.00	\$4,250.00
36" RCP	LF	35	\$144.00	\$5,040.00
Sidewalk Replacement	Sq Ft	1030	\$9.00	\$9,270.00
Driveway Replacement, 6" Thick, no rebar	Sq Ft	370	\$10.25	\$3,792.50
Street Repair	Sq Ft	960	\$11.00	\$10,560.00
TOTAL				\$ 246,582.50

Company Name J. Richardson Construction

Total Base Bid for Project Number: 22-406-202 2022 Storm Sewer Project

\$ 246,582.50

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

(\$ two hundred forty six thousand five hundred eighty two .50)

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

****REVISED REVISED** 2022 Storm Sewer Project
ALTERNATE**

Bid Items	Units	Estimated Quantities	\$/Units	Total
18" HDPE Storm Sewer Pipe	LF	390	\$62.00	\$ 24,180.00
24" HDPE Storm Sewer Pipe	LF	50	\$78.50	\$ 3,925.00
36" HDPE Storm Sewer Pipe	LF	35	\$115.00	\$ 4,025.00
TOTAL				\$ 32,130.00

Company Name J. Richardson Construction

Total Base Bid for Project Number: 22-406-202 Storm Sewer - ALTERNATE

\$ 32,130.00

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

(\$ Thirty two thousand one hundred thirty)⁰⁰

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

****REVISED REVISED** BID PROPOSAL FORM E – RFP 22-406-202
CONTINUED**

Company Name J. Richardson Construction

By [Signature]

Authorized Person's Signature
Tosten Richardson
Print or type name and title of signer

Company Address 22025 W 183rd St
Olivia WA 98511

Phone 913-592-2010

Fax _____

Email TR.JRichardson15@gmail.com

Date 06/29/2022

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. 2

Addendum No. 3

Addendum No. _____

Addendum No. _____

Addendum No. _____

LATE BIDS CANNOT BE ACCEPTED!

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 Triston Richardson who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Triston Richardson

Company: J. Richardson Construction

Address: 22025 W 183rd St Gladwin MO 64602

- 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 # 22-406-202.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

- * 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.

PLEASE NOTE: The following affidavit must be completed and returned with RFP.

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.

J. Richardson Construction
Company Name

[Signature]
Signature

Name: Justin Richardson

Title: president

STATE OF KANSAS COUNTY OF JOHNSON

Subscribed and sworn to before me this 29th day of June, 2022.

Notary Public: [Signature]

My Commission Expires: 1/11/26 Commission # 1192967

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

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



INSTRUCTIONS FOR RESPONDING TO RFP 22-406-202

Please Remit

- * One (1) original signed unbound proposal
- * Two (2) copies of original signed proposal (no wire bindings)

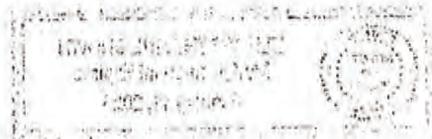
<input checked="" type="checkbox"/>	PROPOSAL CHECKLIST TO INCLUDE WITH PACKET
<input checked="" type="checkbox"/>	Form A - Commitment to sign Agreements
<input checked="" type="checkbox"/>	Form B - Contractor Disclosures
<input checked="" type="checkbox"/>	Form C - Experience/References
<input checked="" type="checkbox"/>	Form D - Work Agreement
<input checked="" type="checkbox"/>	Form E - Proposal Pricing (Including unit prices, where required)
<input checked="" type="checkbox"/>	Addenda, if applicable (3)
<input checked="" type="checkbox"/>	E-Verify - Attach to original
<input checked="" type="checkbox"/>	Bid Bond (if required) - Attach to original
	Certificate Copies (if required) - Attach to original - See Appendix B Section Q

Total of three (3) proposals submitted

MUST BE RECEIVED BY: June 30, 2022 10:30 a.m.

PLEASE MARK YOUR SUBMITTAL "SEALED PROPOSAL 22-406-202" WITH YOUR COMPANY NAME PRINTED ON IT AND SUBMIT IT TO:

Kim Quade, CPPB
Purchasing Specialist
City of Raymore
100 Municipal Circle
Raymore, Missouri 64083



All questions regarding the bidding of this project must be submitted to Kim Quade, CPPB, City of Raymore, Purchasing Specialist at kquade@raymore.com and Margie Sullivan at msullivan@raymore.com. **All questions must be received (3) days prior to the bid opening.**

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

J. Richardson Construction
22025 W 183rd St
Olathe, KS 66062

SURETY:
(Name, legal status and principal place of business)

American Southern Insurance Company
P.O. Box 723030
Atlanta, GA 31139-0030
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:
(Name, legal status and address)

City of Raymore
100 Municipal Circle
Raymore, MO

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

2022 Storm Sewer Project; Project No. 22-406-202

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of June, 2022.

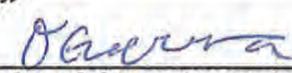
(Witness)

(Witness)

J. Richardson Construction
(Principal) _____ *(Seal)*

By: 
(Title) *President*

American Southern Insurance Company
(Surety) _____ *(Seal)*

By: 
(Title) Omar G Guerra, Attorney-in-Fact

Surety Phone No.

AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW
Suite 4-800
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030
Atlanta, GA 31139-0030

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Andrew C. Heaner of Atlanta, Georgia; Jeffery L. Booth of Blacklick, Ohio; James E. Feldner of West Lake, Ohio; David R. Brett of Columbia, South Carolina; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; Michael J. Brown of Cumming, Georgia; Tamara D. Johnson of Atlanta, Georgia; or Omar G. Guerra of Overland Park, Kansas, James A. Mallis of Charlotte, North Carolina, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 25th day of February 2021.

Attest:
Melanie A. Coppola
Melanie A. Coppola, Secretary



By: *[Signature]*
Scott G. Thompson, President

STATE OF GEORGIA
SS:
COUNTY OF FULTON

On this 25th day of February 2021, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

Candace T. Cheatham

Candace T. Cheatham
Notary Public, State of Georgia
Qualified in DeKalb County
Commission Expires May 3, 2022



STATE OF GEORGIA
SS:
COUNTY OF FULTON

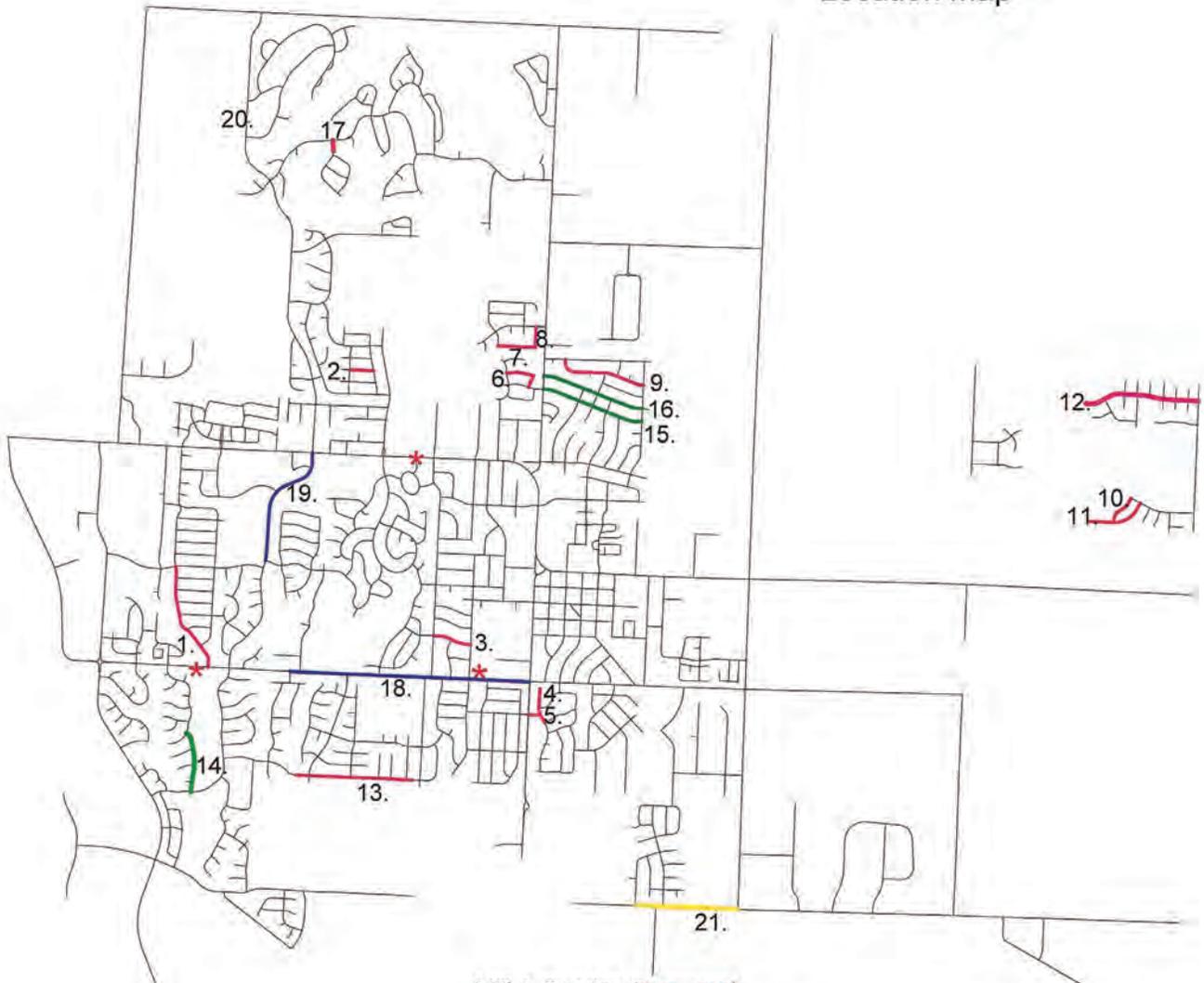
I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 30th day of June 2022.

[Signature]
John R. Huot
Vice President

Power No. 52623

2022 Street Preservation Location Map



Note: Old Paint between Red Barn Rd. and Lucy Webb has already been overlaid in recent years.

* Indicates locations for Paveway Systems Crosswalks. The crosswalk on Skyline at 58 Highway doesn't get a thermoplastic, white border.

Mill & Overlay (Magenta)

- | | | | | |
|-----|----------------|-----------------|----|---------------|
| 1. | Huntsman | Johnston | to | Lucy Webb |
| 2. | Manse | Larus | to | Seaton |
| 3. | Buena Vista | Sunset | to | Park |
| 4. | Adams | Alder | to | N. Cul de Sac |
| 5. | Preakness | Adams | to | Madison |
| 6. | Sunflower | Heritage | to | Buffalo |
| 7. | Spring Branch | Thunder Gulch | to | Rdige Crest |
| 8. | Thunder Gulch | Spring Branch | to | Madison Creek |
| 9. | Larado Trail | Sierra | to | Crest |
| 10. | Cold Water Ln. | Alexander Creek | to | Creek View Ln |
| 11. | Creek View Ln | Alexander Creek | to | End of CDS |
| 12. | Sierra | Ward | to | West Dead End |
| 13. | Bristol | Brookside 10th | to | Coventry Lane |

Mill & Overlay With Curbs Also Replaced (Green)

- | | | | | |
|-----|-----------|--------------|----|----------|
| 14. | Old Paint | Red Barn Rd. | to | Foxridge |
| 15. | *Heritage | Crest | to | Madison |
| 16. | *Calico | Crest | to | Madison |

Full Depth Mill With Overlay (Magenta)

- | | | | | |
|-----|----------|--------------|----|----------|
| 17. | Metfield | Creekmoor Dr | to | Dunvegan |
|-----|----------|--------------|----|----------|

Micro Surface (Blue)

- | | | | | |
|-----|-------------|------------|----|-------------|
| 18. | Lucy Webb | Madison | to | Cedar Ridge |
| 19. | S. Foxridge | 58 Highway | to | Johnston |

Full Depth Patching (Yellow)

- | | | | | |
|-----|-------------|--------------------------------------|--|--|
| 20. | Foxridge Dr | 65 Sq. Yds at Jeremy Circle | | |
| 21. | Hubach Hill | 800 Sq. Yds. Between Oak & J Highway | | |