



RAYMORE PARKS AND RECREATION BOARD

AGENDA

Tuesday, April 25, 2023

6:00PM - City Hall

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

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Personal Appearances / Presentation**
- 5. Consent Agenda.**
The items on the Consent Agenda are approved by a single action of the Park Board. If any Board Member would like to have an item removed from the Consent Agenda and considered separately, he/she may so request.
 - A. Park Board Minutes March 28, 2023
- 6. Staff Reports**
Recreation/Facilities Superintendent
Parks Superintendent
Parks & Recreation Director
- 7. Unfinished Business - None**
- 8. New Business -**
 - A. Contract - Harmon Construction Inc Action Item

Staff is recommending a contract with Harmon Construction Inc. for the construction of Phase II of the Raymore Activity Center.

9. **Public Comment**
10. **Board Member Comment**
11. **Adjournment**

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

- *March 28, 2023 - Work Session Notes*

EXECUTIVE SESSION (CLOSED MEETING)

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

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

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

THE RAYMORE PARKS AND RECREATION BOARD MET IN REGULAR SESSION TUESDAY, MARCH 28, 2023, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI.

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

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

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

2. Roll Call

3. Pledge of Allegiance

4. Personal Appearances

Dallon Seely for Boy Scout troop 315 gave a small presentation to earn his Eagle Badge Project. He is going to assemble and install a bike repair station on the Brookside trail.

5. Consent Agenda

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

A. Park Board Minutes

February 28, 2023

Motion: Member Manson moved to approve the Park Board minutes of February 28 2023. Member Cooper seconded the motion.

Discussion:

Vote:	5 Aye	Member Clark	Aye
	0 Nay	Member Collier	Absent
	2 Absent	Member Cooper	Aye
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Absent
		Member Trautman	Aye

6. Staff Reports

- Recreation/Facilities Superintendent Brennon highlighted his written report. Superintendent Nick Cook was introduced as the new Athletic Coordinator.
- Parks Superintendent Rulo highlighted his written report.
- Director Musteen highlighted his written report.

7. Unfinished Business - None

8. New Business -

A. Budget Amendment - Fund 27

Action Item

Staff requested a budget amendment from Fund 27 to fund project costs associated with landscaping and signage at Hawk Ridge Park and at the Hawks Nest All-Inclusive Playground.

Motion: Member Manson moved to accept the budget amendment for project completion for \$23,000.00.
Member Mapes seconded the motion.

Discussion:

Vote:	5 Aye	Member Clark	Aye
	0 Nay	Member Collier	Absent
	2 Absent	Member Cooper	Aye
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Absent
		Member Trautman	Aye

B. Resolution PK23-01 Action Item

Director Musteen presented a Resolution of the Parks and Recreation Board in opposition to the proposed landfill and its proximity to Raymore parks. Musteen read Resolution PK23-01 in its entirety.

Director Musteen called for a roll call of votes supporting the resolution.

The Board Members responded as follows:

5 Aye	Member Clark	Yes
0 Nay	Member Collier	Absent
2 Absent	Member Cooper	Yes
	Member Manson	Yes
	Member Mapes	Yes
	Member Scott	Absent
	Member Trautman	Yes

9. Public Comments

10. Board Member Comment

Member Cooper commented on the tenure of the Parks employees.
Member Manson welcomed the new Athletic Coordinator Nick Cook.
Member Clark also commented on the tenure of the Parks staff.
Chairman Trautman congratulated everyone on their promotions.

11. Adjournment

Motion: Member Manson motioned for adjournment.
Member Cooper seconded the motion.

Discussion: None

Vote:	5 Aye	Member Clark	Aye
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0 Nay	Member Collier	Absent
2 Absent	Member Cooper	Aye
	Member Manson	Aye
	Member Mapes	Aye
	Member Scott	Absent
	Member Trautman	Aye

The regular meeting of the Raymore Parks and Recreation Board adjourned at 6:23 p.m.

Respectfully submitted,

Greta Naab
Office Assistant



STAFF REPORT

To: Park Board
From: Todd Brennon, CPRP/CYSA
Recreation & Facilities Superintendent
Date: March 28, 2023
Subject: Recreation & Facilities Report

Administrative Operations

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

Meetings/Trainings Attended

- Office Assistant **Greta Naab**
- Athletic Coordinator
- Recreation Coordinator **Corinne Harkins**
 - Met with ePACT and CampDocs - camp software providers
 - Met with students at the LEAD Center who are building a shaded bench prototype for theoretical use in farmers markets
 - Met with NAMI KC - National Alliance for Mental Illness to discuss mental health first aid training for summer camp staff
- Recreation & Facilities Superintendent **Todd Brennon**
 - Attended weekly staff meetings with the parks and recreation department.
 - Held coaches meeting for the upcoming soccer season on Wednesday March 1 at the Raymore Activity Center.
 - Attended a scheduling meeting for the upcoming soccer season, held over Zoom on Thursday March 2.
 - Held coaches meeting for the upcoming volleyball season on Tuesday March 7 at the Raymore Activity Center.
 - Held coaches meeting for the upcoming flag football season on Wednesday March 8 at the Raymore Activity Center.
 - Attended Revenue Management & Development School hosted by the Oglebay Resort in Wheeling, West Virginia, March 13-17.
 - Attended a RAC expansion meeting with SFS Architecture and Parks and Recreation Direction Nathan Musteen on Tuesday March 21.
 - Attended a South Metro Sports meeting over Zoom to discuss the upcoming baseball season on Tuesday March 28.

Recreation Programs

- Gentle Yoga (20 regulars) and Zumba (19 regulars) + Drop Ins



- Spring Craft Show (55 vendors) with Abundant Life Chiropractic and Renewal By Anderson as Sponsors
- Sunflower (22 participants) painting event
- 50+ Programs Bunco and Bridge Club
- Spring Break Camps to run 4/3-4/7 - 43 registrations

Rentals/Events/Concessions

- Rentals/Usage

Ball Fields

- No activity, out of season

Centerview

- Square Dance Club Monthly Dance
- Birthday Party
- 4 HOA Meetings
- Garden Club Monthly Meeting
- Summit Homes Business Meeting
- Tri-County Art League Monthly Meeting
- Celebration of Life

City Internal Usage

- Police Training
- Citizens Police Academy

Program Usage

- Sunflower Painting Class-22 participants
- Bunco
- Bridge
- Yoga-20 participants weekly

RAC

Paid Rental

- Volleyball Practices
- 5 Birthday Parties

Program Use

- Zumba-19 participants
- Volleyball Warm-up Clinic-12 participants
- Open Play Adult Volleyball-20 participants

Special Events

- Spring Craft Fair-55 participants
- Food Fest Friday

Upcoming

- Easter Festival-April 8

Concessions

Soccer Concession stand is open

Sports (Youth)

- Spring
 - Youth Volleyball
 - 127 players registered for Spring volleyball.
 - Practices began the week of March 13.
 - Games will begin Saturday April 1.
 - Youth Soccer
 - 335 players registered for Spring soccer.
 - Practices began the week of March 6.
 - Games will begin on Saturday March 25.
 - Youth Flag Football
 - 191 players registered for Spring Flag Football.
 - Practices began March 13.
 - Games begin Saturday April 1.
 - Youth T Ball/Softball/Baseball
 - 354 players have currently registered for Spring/Summer baseball.
 - Practices will begin in mid-April.
 - Youth Social Soccer
 - 45 players have registered for Spring social soccer.
 - Practices began March 27.
 - Games will begin April 15.

Sports (Tiny)

- Spring
 - Tiny Soccer
 - 66 children are currently registered for tiny soccer
 - Session starts April 20.

Summer

Tiny T-Ball

60 children are currently registered for Tiny T-ball.
Session starts June 22.

Sports (Adult)

Mens Softball League

- 7 teams have registered for Spring adult softball.

Adult Open Play Volleyball

- 20 players are registered/dropping in for the Spring adult volleyball.

STAFF REPORT

To: Park Board
From: Steve Rulo
Parks Superintendent
Date: April 25, 2023
Subject: Parks and Maintenance Report

Park Operations

- Staff has started the mowing routine.
- Staff planted a tree that will be presented as the Arbor Day Tree at the Playground Ribbon Cutting.
- Staff cut up a few fallen trees from the winds that we have had.
- Staff added more rock to the playground area at Hawk Ridge Park.
- Staff planted grasses and mulched them at the playground at HRP.
- Staff received the Utility trailer to transfer mowers to different parks.
- Staff received the Heavy Duty trailer to haul the new Front Loader.
- Park Superintendent has met several times with Dallin Seeley, a Boy Scout looking to do a project for his Eagle Badge.
- Staff added more boulders around the parking lot at Hawk Ridge Park.
- Crew Leader Jeff Schmill celebrated his 25th anniversary with the City of Raymore.
- Park Superintendent met with Terry Snelling to plan out the new concrete entrances at HRP playground.
- Staff helped prep and worked the Easter Event at Recreation Park.
- Staff received the parts to fix the curtain at the RAC.
- Staff had Brandy come to Recreation Park and check and replace all lights at the sports complex and the tennis courts.
- Staff blocked off the parking lot and moved the picnic tables for the Food Truck Event.

Monthly Highlights

- The 36th Annual Easter Egg Hunt was held on April 8, at Recreation Park. The hunt for 15,000 Easter eggs began at 10 a.m.
- Park restrooms are open for the season.
- Recreation Superintendent Todd Brennon and Athletic Coordinator Nick Cook attended the South Metro Sports Group meeting at the Harrisonville Community Center.
- The 2023 Spring Flag Football schedules are finalized and a coaches meeting for the baseball/softball season has been scheduled. Coaches have been notified. Players will be contacted after the coaches meeting.
- Park maintenance crews completed the plantings in the islands at the Hawks Nest at Hawk Ridge Park. The restroom door that was vandalized and broken over the winter was repaired this week.
- Park maintenance crews continue to work on the landscaping around the park areas and are mowing as needed until the full mowing routine is started within the next few weeks.
- Parks and Recreation Director Nathan Musteen and Parks Superintendent Steve Rulo met with contractors planning the installation of sidewalks at the Hawk's Nest All-Inclusive Playground and the Amphitheater.
- The Hawks Nest All-Inclusive Playground construction resumed this week as weather cooperated. The Parks and Recreation Department will announce a grand opening of the Hawks Nest in the coming weeks.
- The Spring Break Basketball Camp had 30 players registered. The camp focused on basic game fundamentals with offensive and defensive drills and wrapped up with a 3v3 tournament. The Adventure Camp had 15 participants. Day campers built forts, played gaga ball, dodgeball, human foosball, competed in lego challenges, explored the park and participated in other fun camp activities.
- The RAC and Centerview were voting locations on Tuesday, April 11.
- Centerview hosted bunco, an HOA meeting, the monthly Sunset Garden Club meeting, yoga, Cass County CPR Training and pictures for volleyball, flag football and social soccer.



- Recreation Coordinator Corinne Harkins held a Schools Out Young Artist Workshop at the RAC on Monday. Participants completed a painting, a pottery project, lego mosaics and iron beads.
- Join us for food trucks and family fun at our first food truck event of the spring! 5:30-8 p.m. tonight, Friday, April 14 at Recreation Park, 1011 S. Madison St.
 - Live music from EZ Street.
 - Food from Shivers Ice House, Taste of Brazil, Chick Fil A, KC Concoctions and Embrace the Grape.
- Parks and Recreation Director Nathan Musteen met with Chamber of Commerce Executive Director Melisa Ferrari to discuss the upcoming Business & Vendor EXPO at Centerview on May 13.
- Park Maintenance staff have been working on the Hawks Nest All Inclusive Playground at Hawk Ridge Park. Staff also continue to mow all the parks and maintain the athletic fields for the spring leagues.
- Recreation Superintendent Todd Brennon met with Athletic Coordinator Nick Cook and Concession Supervisor Abby Alexander to discuss the upcoming sports season.
- Athletic Coordinator Nick Cook held a coaches meeting for the recreational baseball and softball coaches. Practices will begin next week at Recreation Park and Memorial Park.
- Parks and Recreation Director Nathan Musteen has renewed his certification as an International Society of Arboriculture Certified Arborist.
- Park Staff placed boulders, moved benches and completed additional landscaping at the Hawks Nest Playground.
- Athletic Coordinator Nick Cook updated scores and timesheets for referees from last weekend's games. Cook also worked on baseball/softball rosters and completed uniform orders.
- Tiny Soccer was held on Thursday and Saturday with Coach Nick.
- Athletic Coordinator Nick Cook attended the South Metro Mid Season Meeting.
- The new access ramp to the Amphitheater was poured this week.



Now Hiring Awesome People!

Raymore Parks and Recreation is now hiring for all part-time positions including **Summer Counselors, Concessions staff, Sports Officials, Recreation Attendants and Site Supervisors and all types of instructors!** For more information or to complete an application, check us out online at:

www.raymore.com/joinparks



Park Maintenance Worker 1, Full Time position with benefits. For more information or to complete an application, check us out online at: <https://www.raymore.com/residents/find-city-jobs>

Facility Use for the Month

Centerview

Rentals:	Election	Caterer Food Tasting
	3 HOA Meeting	Sunset Garden Club
	Summit Homes Business Meeting	Live Wires Monthly Square Dance
	Cass County CPR Training	Tri-County Art League WorkShop
	Live Wires Business Meeting	Edward Jones Financial Seminar
	Quinceanera	NFL Watch Party hosted by Academy Sports
	National Active and retired Federal Employee Meeting	
Programs	Bridge / Bunco	Yoga x 4 weeks (20 participants)
	Sunrise Lake Painting	Team pictures for flag football, volleyball, and social soccer

RAC

Rentals:	Volleyball Practice
Programs:	Spring Break Camp (30 morning and 13 afternoon participants)
	Adult Open Play Volleyball
	Zumba
	Volleyball Games

EASTER 2023 - We enjoyed another great Raymore Easter Festival!

Thank you to all who came out to hunt eggs on such a beautiful day

We're so appreciative of our awesome sponsors Community Bank of Raymore and Renewal by Anderson! And a special thanks as well to South Metro Fire, Raymore Presbyterian Church, Foxwood Springs and the Girl Scouts and Boy Scouts for your assistance in making this event a success.



Please join us for the the grand opening! Hawk's Nest All-Inclusive Playground



5:30 p.m., Tuesday, May 2 at Hawk Ridge Park, 701 Johnston Pkwy, Raymore

It's been quite a journey but it's finally here!

Thank you for helping make this universally accessible playground a reality in Raymore.

You're invited to help us celebrate the grand opening of Hawk's Nest at Hawk Ridge Park.

Featuring smooth and spongy surfacing, ramps throughout, specialized seating and handholds, musical elements, educational play panels, parallel play and more, this playground allows children and caregivers of all abilities to experience the joys of playing together.

Every child benefits when all children can play!

7 p.m., Monday, May 1, 2023
Hawk Ridge Park
701 Johnston Pkwy
Raymore, MO 64083

The lot at 701 Johnston Pkwy will be reserved for accessible parking at this event. Street parking is available or visit www.raymore.com/hawksnest for more parking options.

TOUCH A TRUCK

May 6 // 9 a.m.-noon
9-10 a.m. sensory friendly hour
Recreation Park



Free open house of large vehicles and equipment trucks!
Get up close and personal with fire trucks, dump trucks,
lift trucks, earth movers and more. Give aways for
children while supplies last.
Children and adults with sensitivities to loud noises are
invited to join us during the 9-10 a.m. sensory friendly
hour!



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE:

SUBMITTED BY:

DEPARTMENT:

Ordinance	Resolution	Presentation	Public Hearing
Agreement	Discussion	Other	

TITLE / ISSUE / REQUEST

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

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OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

REVIEWED BY:

BACKGROUND / JUSTIFICATION

BILL 3803

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HARMON CONSTRUCTION, INC. FOR THE RAYMORE ACTIVITY CENTER EXPANSION PROJECT IN THE AMOUNT OF \$3,086,932 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, the Raymore Activity Center Expansion project was a 2020 No Tax Increase GO Bond project; and

WHEREAS, the City Council finds the expansion improvements are necessary and finds it to be in the best interest of public health, safety, and welfare; and

WHEREAS, Four bids for this project were received on March 8, 2023 as summarized below; and

WHEREAS, Harmon 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 hereby directed to enter into a contract with Harmon Construction, Inc. for the Raymore Activity Center Expansion project, attached as Exhibit A.

Section 2. The City Manager and City Clerk are directed to execute the contract on behalf of the City of Raymore.

Section 3. The City Manager is authorized to approve change orders for this project within established budget constraints.

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 8TH DAY OF MAY, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 22ND DAY OF MAY, 2023 BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Engert
Councilmember Forster
Councilmember Holman
Councilmember Townsend

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

RAYMORE ACTIVITY CENTER PHASE 2

This Contract for the Raymore Activity Center Phase 2, hereafter referred to as the **Contract** is made this ____ day of _____, 2023, between _____, an entity organized and existing under the laws of the State of _____, with its principal office located at _____, 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 _____ 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 23-396-201 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

Completion date to be determined prior to contract award. 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 \$_____.

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

The City Manager has the authority for change orders.

ARTICLE IV
CONTRACT PAYMENTS

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

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

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

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

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

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

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

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

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

ARTICLE VII RESPONSIBILITIES

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

The Contractor’s responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance (but not

simply frustration of performance) by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

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

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

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

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

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

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

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 29) if the project is over \$75,000. The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII
CANCELLATION AND/OR TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, certified facsimile or email. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or email. If the Contractor fails to correct any default(s) after notification of such default(s) are of such that they endanger the health, safety and/or welfare of the residents of Raymore, City may terminate this contract immediately and retain the services of an alternative contractor to perform the services for which Contractor may be held liable for such costs.

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

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

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

ARTICLE IX
ARBITRATION

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

ARTICLE X
WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed for a period of two (2) years from the date of substantial completion as noted in the 2019 City of Raymore "Standard Contract Documents and Technical Specification & Design Criteria for Utility and Street Construction."

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

ARTICLE XI
REQUIRED SAFETY TRAINING

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

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE
TO PROVIDE SAFETY TRAINING

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

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

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

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

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

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)

Company Name

By: _____

Title: _____

Attest: _____

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

RAYMORE ACTIVITY CENTER PHASE 2

A pre-bid meeting will be held on Friday, February 17th, 2023 at 11:00 a.m. at Raymore City Hall in the Council Chambers. Attendance at the pre-bid meeting is highly recommended but not required.

Attendance at the pre-bid meeting may be considered as a factor by City staff in determining if non-conforming bids with deviations or oversights are accepted for further consideration as qualified bids or rejected as non-responsive bids. City staff are not required to provide further instructions, guidance or advice to potential bidders if the information sought was provided as part of the RFP and/or included in the pre-bid meeting. Addenda will be issued as the City considers necessary in response to issues raised at the pre bid meeting. It is the bidders' responsibility to obtain said addenda.

ANTICIPATED SCOPE OF SERVICES:

Raymore Activity Center Phase 2 construction of a 12,780 sq ft addition.

1. **SPECIFICATIONS WHICH APPLY**

See attached construction documents. Volumes 1, 2 and CD.

2. **SCHEDULE OF ALTERNATES**

See attached Volume 1, Section 01 23 00 as follows:

A. *Deduct Alternate No. 1:* Reduction of base project by removing the lower volume space located between gridlines F and H in the north south direction and gridlines 1.1 to 1.7 in the east west direction.

- a. Base Bid: taller volume PEMB gymnasium expansion along with lower volume PEMB studios.
- b. Alternate: Removal (deduct) of the lower volume PEMB studios, along with associated lighting, HVAC, RTU, finishes and counters, doors and windows, and hallway access. Not demolishing the lower height west elevation would be included in the deduct price. Omni block from grade to roof and double doors set in block at west elevation would remain.

B. *Deduct Alternate No. 2:* Removal of mezzanine, mezzanine stair and associated railings.

- a. Base Bid: Mezzanine included as shown in documents.

- b. Alternate: Removal (Deduct) of the decking associated with constructing the mezzanine floor, stairs to access and the required rails at the stairs. The lower wall construction to enclose STORAGE 114 and 114A and doors to access STORAGE 114 and 114A TO REMAIN as part of base bid. Removal of structured decking replaced with hipped roof similar to STORAGE 113.

3. ADDITIONAL BIDDING INFORMATION

- 3.1 *Project questions:* All questions regarding the bidding of this project must be submitted to Kim Quade, CPPB, City of Raymore, Purchasing Specialist at (816) 892-3045 or (kquade@raymore.com). **All questions must be received by 5pm on March 1st.**
- 3.2 *Pre-Bid Meeting:* **A pre-bid meeting will be held on Thursday, February 23, 2023 at 11:00 a.m. at Raymore City Hall in the Council Chambers. Attendance at the pre-bid meeting is highly recommended but not required.**
- 3.3 It is the contractor's responsibility to check for posted addendums to the Request for Proposal. Addendums are posted to the City website and QuestCDN.
- 3.4 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 23-396-201

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 Parks 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 Parks Director will designate their authorized representatives in writing. Both the City of Raymore and the Contractor must approve any changes to the contract in writing.

B. *Contract Period*

Award of this contract is anticipated prior to the end of April, 2023.

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.

5. In addition to the insurance provided above, Contractor shall at all times during the course of this building project secure and provide to the City of Raymore proof of a Builder's Risk Policy for this project and in place.

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

N. *No Escalation of Fees*

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

O. *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 29). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

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

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

Q. *Permits/Certificates*

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

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

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

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

R. *Mobilization, Bonds and Insurance*

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

Payment shall be made on the following schedule.

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

S. *Bid Bond*

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

T. *Performance Bond*

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

be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

U. Payment Bond

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

V. Maintenance Bond

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

W. Rejection of Bids

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

X. Release of Information

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

Y. American Products

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

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

Z. Affidavit of Work Authorization and Documentation

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

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

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

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

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

PROPOSAL FORM A

RFP 23-396-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Tim Harmon having authority to act on behalf of (Company name) Harmon Construction, Inc. do hereby acknowledge that (Company name) Harmon Construction, Inc. will be bound by all terms, costs, and conditions of this proposal for a period of 90 ³⁰ days from the date of submission; and commit to sign the Agreements. _→

FIRM NAME: Harmon Construction, Inc.

ADDRESS: 18989 W 158th St.
Street

ADDRESS: Olathe KS 66062
City State Zip

PHONE: 913-962-5888

E-MAIL: tharmon@harmonconst.com

DATE: 03-08-2023
(Month-Day-Year)

Tim Harmon / PRESIDENT
Signature of Officer/Title

DATE: 03-08-2023
(Month-Day-Year)

Dal ACM / controller
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 23-396-201

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 X 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 X 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 23-396-201

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	City of Overland Park
ADDRESS	8500 Santa Fe Dr., Overland Park, KS 66212
CONTACT PERSON	Eric Keenan - Sr. Civil Engineer
CONTACT EMAIL	eric.keenan@opkansas.org
TELEPHONE NUMBER	913-895-6028
PROJECT, AMOUNT AND DATE COMPLETED	Central Fleet Maintenance Facility - \$13.8 Million, 2020

COMPANY NAME	City of Olathe
ADDRESS	13700 W. 151st St., Olathe, KS 66062
CONTACT PERSON	Jeff Blakeman - Sr. Project Manager
CONTACT EMAIL	jblakeman@olatheks.org
TELEPHONE NUMBER	913-971-9047
PROJECT, AMOUNT AND DATE COMPLETED	Municipal Court Security Improvements - \$618,000 - 2020

COMPANY NAME	Federal Aviation Administration - Central Region
ADDRESS	2300 E Devon Ave., Des Plaines, IL 60018
CONTACT PERSON	Melody McGovern - Contracting Officer
CONTACT EMAIL	melody.mcgovern@faa.gov
TELEPHONE NUMBER	847-294-7347
PROJECT, AMOUNT AND DATE COMPLETED	FAA Farmington Dewatering System - \$7.6 Million - 2021

COMPANY NAME	Cable Dahmer Dealerships
ADDRESS	1834 S Noland Rd., Independence, MO 64055
CONTACT PERSON	Carlos Ledezma - CEO/President
CONTACT EMAIL	cledezma@cabledahmer.com
TELEPHONE NUMBER	816-918-4404
PROJECT, AMOUNT AND DATE COMPLETED	KIA Dealership (Lee's Summit) - \$13 Million - 2017

COMPANY NAME	Olathe Ford
ADDRESS	1845 E Santa Fe St., Olathe, KS 66062
CONTACT PERSON	Sam Mansker - Owner/Dealer Partner
CONTACT EMAIL	sam@olatheford.com
TELEPHONE NUMBER	913-579-5248
PROJECT, AMOUNT AND DATE COMPLETED	Olathe Ford Lincoln Dealership - \$1.5 Million - 2012

State the number of Years in Business: 36 years

State the current number of personnel on staff: 20 employees

PROPOSAL FORM D

RFP 23-396-201

Proposal of Harmon Construction, Inc., organized and
(Company Name)
existing under the laws of the State of Kansas, doing business
as General Contractor (*) 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. 23-396-201 – Raymore Activity Center Phase 2.

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. 23-396-201

Raymore Activity Center Phase 2

Base Bid

Company Name Harmon Construction, Inc.

Total Base Bid for Project Number: 23-396-201

\$ 3,086,932

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

(\$ three million, eighty six thousand, nine hundred thirty-two)

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

Deduct Alternate No. 1

\$ 451,929

In the blank above insert numbers for the Deduct Alternate No. 1

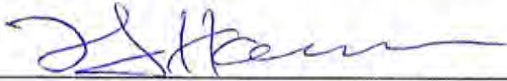
Deduct Alternate No. 2

\$ 105,359

In the blank above insert numbers for the Deduct Alternate No. 2

**BID PROPOSAL FORM E – RFP 23-396-201
CONTINUED**

Company Name Harmon Construction, Inc.

By 
Authorized Person's Signature

Tim Harmon, President
Print or type name and title of signer.

Company Address 18989 W 158th St.
Olathe, KS 66062

Phone 913 747-1052

Fax 913-962-5896

Email tharmon@harmonconst.com

Date 03-08-2023

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

LATE BIDS CANNOT BE ACCEPTED!

E - VERIFY AFFIDAVIT

(As required by Section 285.530,RSMo)

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

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

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

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

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

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

Name/Contractor: Tim J. Harmon

Company: Harmon Construction, Inc.

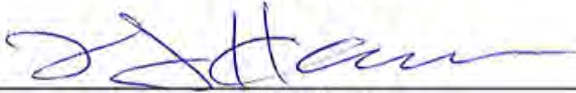
Address: 18989 W 158th St., Olathe, KS 66062

- 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 # 23-396-201.
- 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.

Harmon Construction, Inc.

Company Name



Signature

Name: Tim J. Harmon

Title: President

David G. Clark
Notary Public - State of Kansas

STATE OF Kansas COUNTY OF Johnson

Subscribed and sworn to before me this 8th day of March, 2023.

Notary Public: David Clark

My Commission Expires: 8/26/2024 Commission # 1172552

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.



Raymore Activities Center Phase 2
Raymore, MO
March 8, 2023

Proposal Documents

- 1 **Proposal based on drawings dated 1.31.2023**
- 2 **Proposal based on spec book dated 1.31.2023**
- 3 **Addendum #1 dated 3.3.2023 is included**

Bid Proposal Qualifications & Clarifications

- 1 Unforeseen Conditions are excluded.
- 2 Window treatment to be by Draper
- 3 Harmon to utilize electricity/heat/water from existing space.
- 4 Costs for special inspections are not included. Harmon will coordinate inspection scheduling.
- 5 Escalation pricing is not included.
- 6 Force majeure is in effect. Acts of God, viruses, supply chain disruptions, and events outside the control of contractor will be assessed and could cause the contract amount/duration to increase.
- 7 Building Permit fees are not included
- 8 Builders Risk insurance is included
- 9 Winter conditions are not included
- 10 Floor prep for conditions beyond normal tolerances and floor leveling due to serious defects in the existing slab are not included
- 11 Prevailing Wage/Davis Bacon Wages are included.
- 12 Asphalt index price increases are excluded from this proposal.
- 13 Costs for special inspections are not included. Harmon will coordinate inspection scheduling.



ADDENDUM

Raymore Activity Center Phase II

City of Raymore

ADDENDUM NO. 01

ISSUED: 03/03/2023

TO DOCUMENTS TITLED: Raymore Activity Center Phase II

ADDENDUM NO. 01

ISSUED: 03/03/2023

ARCHITECT-OF-RECORD: SFS Architecture Inc.
2100 Central Suite 31
Kansas City Missouri 64108

The following describes changes, corrections, clarifications, deletions additions, and approvals for the Contract Documents, which include this Addendum No. 1. Addendum No 1 is hereby made a part of the Contract Documents dated January 31, 2023 and shall govern in the performance of the Work. The Contract Documents for the above referenced project and the Work covered thereby are modified as described herein.

General Notes and Clarifications

1. For All Title Blocks and Cover Sheets: Project address shall be "1011 S. Madison St; Raymore, Mo. 64083"
2. City of Raymore requests the following notification: Proposed amounts will be posted to QuestCDN after opening. Bid Opening is 11am, March 8th. This posting may take a couple of days.

Questions and Responses

1. See Attached.

Specifications

1. Add Door Hardware 08 71 00 section to Project Manual.

Drawings:

SHEET - G002 CODE SUMMARY

1. LEGEND – CODE SUMMARY
 - a. **DELETE** "2010: ADA ACCESSIBILITY GUIDELINES (ADAAG)"
 - b. **REVISE** "AUTOMATIC SPRINKLER SYSTEM NOT REQUIRED BUT PROVIDED" to "IS REQUIRED AND PROVIDED. "

SHEET – C300 SITE PLAN

1. **REVISED** SIDEWALK ON BID ALTERNATE 1
2. **ADDED** CONSTRUCTION ACCESS COMMENTS

SHEET - C410 EROSION CONTROL PLAN

1. **ADDED** NEW SHEET FOR CONSTRUCTION ACCESS AND EROSION CONTROL



ADDENDUM

Raymore Activity Center Phase II

City of Raymore

ADDENDUM NO. 01

ISSUED: 03/03/2023

SHEET – S001 GENERAL NOTES

1. GENERAL NOTES – STRUCTURAL
 - a. **UPDATE** notes to indicate RISK CATEGORY III, in lieu of previously noted category II.

SHEET – AD101 DEMOTION – PLANS

1. A1/FLOOR PLAN – DEMOLITION
 - a. **ADD** Keynote D51 “CUT TOP OF TRANSITION COUNTER (RE: A211)” and D39
 - b. **DELETE** keynote D48
 - c. **REVISE** keynote “D1” to “D39” as indicated
 - d. **ADD Keynote** D53 “REMOVE EXISTING DOOR 103 AND RELOCATE TO BREAK ROOM”
 - e. **ADD Keynote** D54 “REMOVE AND RELOCATE TO NEW NORTH STORAGE ROOM, EAST SIDE”
 - f. **ADD Keynote** D55 “REMOVE AND RELOCATE TO NEW NORTH STORAGE ROOM, WEST EXTERIOR DOOR”

SHEET – AD121 DEMOLITION – ELEVATIONS

1. A1/ DEMO INTERIOR ELEVATION MILLWORK
 - a. **ADD** Keynote D51 “CUT TOP OF TRANSITION COUNTER (RE: A211)”
 - b. **ADD Keynote** D52 “REMOVE CARD READER, TO BE REINSTALLED IN NEW LOCATION”
 - c. **REVISE** keynote D39
2. D1/WEST EXTERIOR ELEVATION – DEMOLITION
 - a. **REVISE** keynote “D39” to “D1” as indicated
 - b. **REVISE** keynote “D39” to “D55” as indicated

SHEET – A111 FLOOR PLAN -GYMNASIUM

1. DETAIL: A1/FLOOR PLAN GYMNASIUM
 - a. **ADD** 2 windows (type W2) as indicated in OFFICE 114A
 - b. **MOVE** wall in Storage 114 as indicated to the west
 - c. **REMOVE** basketball cross courts
 - d. **ADD** pickleball court markings
 - e. **ADD** detail C5/A511
 - f. **ADD** Batt insulation at OFFICE 114A walls.
 - g. **MODIFY** Door number of North Storage East Side Doors to 113B.

SHEET – A112 FLOOR PLAN – MEZZANINE

1. DETAIL: B1/STAIR SECTION – NORTH
 - a. **ADD** 2 windows (type W2) as indicated at OFFICE 114A
 - b. **MOVE** wall in Storage 114 as indicated to the west



ADDENDUM

Raymore Activity Center Phase II

City of Raymore

ADDENDUM NO. 01

ISSUED: 03/03/2023

SHEET - A121 ENLARGED FLOOR PLAN – SERVICE AREAS

1. DETAIL: C5/ENLARGED FLOOR PLAN – LOBBY AND OFFICE
 - a. **ADD** call out D5/A541
 - b. **ADD** door label 105 to existing door. Label helpful to describe which existing door is being relocated and where. Due to the card reader and infrastructure, this door is moving to the door location 103.
 - c. **ADD** elevation E7 as indicated

SHEET - A122 ENLARGED FLOOR PLAN – COURT MARKINGS

2. DETAIL: A6/COURT MARKINGS – CROSSCOURT BASKETBALL
 - a. **DELETE** cross court basketball markings and associated cross court basketball goals.
 - b. **ADD** pickleball court markings
 - c. **REVISE** view title “ENLARGED FLOOR PLAN – CROSSCOURT BASKETBALL” to “ENLARGED FLOOR PLAN – PICKLEBALL”

SHEET - A211 INTERIOR ELEVATIONS

1. DETAIL - E1/ LOBBY – WEST
 - a. **ADD** keynote “MONOLITHIC-GLASS TYPE, GL-M1 (08 8000)”
 - b. **UPDATE** glazing elevation as indicated
2. DETAIL – E4/RECEPT – EAST
 - a. **ADD** keynote “MONOLITHIC-GLASS TYPE, GL-M1 (08 8000)”
 - b. **REVISE** elevation to show deleted elevation E7/OFFICE – EAST
3. DETAIL -E7/OFFICE EAST
 - a. **DELETE** and combined elevation with detail E4/RECEPT – EAST

SHEET - A213 INTERIOR ELEVATIONS

1. DETAIL – B2/INTERIOR ELEVATIONS
 - a. **ADD** 2 windows
2. DETAIL – D1/ GYMNASIUM – WEST
 - a. **REMOVE** 2 “BASKETBALL GOAL (11 6623) from elevation and the corresponding (2) basketball goals at the other end of the cross court for a total of (4) goals removed.

SHEET – A321 WALL SECTIONS

1. DETAIL -A1/WALL SECTION AT STORFRONT
 - a. **REPLACE** keynote “PLYWOOD SHEATHING (07 5423) with “1/2” COVER BOARD (07 5423)” as indicated.
2. DETAIL -A3/WALL SECTION – SOUTH GYMINASIUM WALL



ADDENDUM

Raymore Activity Center Phase II

City of Raymore

ADDENDUM NO. 01

ISSUED: 03/03/2023

- a. **REPLACE** keynote "PLYWOOD SHEATHING (07 5423) with "1/2" COVER BOARD (07 5423)" as indicated.
3. DETAIL -A1/WALL SECTION AT SCUPPER
 - a. **REPLACE** keynote "PLYWOOD SHEATHING (07 5423) with "1/2" COVER BOARD (07 5423)" as indicated.

SHEET – A511 PLAN DETAILS

1. DETAIL – C5/PLAN DETAIL OFFICE
 - a. **ADD** Detail C5/A511 PLAN DETAIL - OFFICE

SHEET – A521 SECTION DETAILS

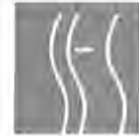
1. DETAIL -A3/SECTION DETAIL – SOUTH GYM WALL – LOW ROOF
 - a. **REPLACE** keynote "PLYWOOD SHEATHING (07 5423) with "1/2" COVER BOARD (07 5423)" as indicated.
2. DETAIL -B1/SECTION DETAIL AT STORFRONT
 - a. **REPLACE** keynote "PLYWOOD SHEATHING (07 5423) with "1/2" COVER BOARD (07 5423)" as indicated.
3. DETAIL -C7/ SECTION DETAIL - SCUPPER
 - a. **REPLACE** keynote "PLYWOOD SHEATHING (07 5423) with "1/2" COVER BOARD (07 5423)" as indicated.

SHEET – A541 CASEWORK DETAILS

1. DETAIL - C1/ RECEPTION DESK DETAIL – TRANSACTION OPENING
 - a. **ADD** keynote "MONOLITHIC-GLASS TYPE, GL-M1 (0 88000)"
 - b. **ADD** keynote "SATIN ANODIZED ALUMINUM DEEP U-CHANNEL"
2. DETAIL – C3/ RECEPTION DESK DETAIL
 - a. **ADD** keynote "MONOLITHIC-GLASS TYPE, GL-M1 (0 88000)"
 - b. **ADD** keynote "SATIN ANODIZED ALUMINUM DEEP U-CHANNEL"
 - c. **NEW** detail D5/A541 – PLAN DETAIL – FRONT DESK

SHEET – A601 DOOR AND FRAME TYPE

1. GENERAL NOTES – SCHEDULES
 - a. **ADD** text to note # 8 "DOOR SHALL HAVE SIGNAGE POSTED "NOT AN EXIT" for door 112A.
 - b. **ADD** text to note #13 "SALVAGED DOOR, FRAME AND HARDWARE FROM PHASE 1 LOCATION TO NEW LOCATION"
 - c. **ADD** text to note #15 "DOOR 119 TO REMAIN IF ALT #1 IS NOT TAKEN"
 - d. **UPDATE** Door Frame Schedule
2. LEGEND – WINDOWS
 - a. **UPDATE** elevation window type W1



ADDENDUM

Raymore Activity Center Phase II

City of Raymore

ADDENDUM NO. 01

ISSUED: 03/03/2023

SHEET – MEP001- MEP COVER SHEET

1. CLARIFIED FIRE ALARM DEVICE SYMBOLS.
2. ADDED NOTE STATING THAT NO CELLULAR CORE PVD PIPING IS ALLOWED BELOW GRADE OR UNDER SLAB.

SHEET M101- MECHANICAL - HVAC

1. ADDED NOTE TO BALANCE EXISTING RTU OUTSIDE AIR PERCENTAGES.
2. REVISED RETURN DUCT ROUTING FOR RTU-1 TO ACCOUNT FOR THE ADDED PLENUM CURB. PLENUM CURB WAS ADDED TO REDUCE TOTAL COSTS OF THE SYSTEM. BY REDUCING THE AMOUNT OF RETURN DUCT ROUTED OUTSIDE, IT ALSO REDUCES THE AMOUNT OF EXTERIOR DUCT INSULATION.

SHEET M201 – MECHANICAL SCHEDULES

1. ADD ENTERING AND LEAVING AIR TEMPERATURE INFORMATION TO THE RTU SCHEDULE.
2. CHANGED RTU-1 TO A DOWN DISCHARGE UNIT
3. ADDED NOTE TO PROVIDE RTU-1 WITH A PLENUM CURB TO REDUCE TOTAL COST BY REDUCING THE AMOUNT OF RETRN DUCT ROUTED OUTSIDE.
4. ADDED NOTE TO PROVIDE RTU-2 WITH A 12" ROOF CURB.

SHEET M301 – MECHANICAL DETAILS

1. REVISED GROUND-MOUNTED RTU DETAIL TO SHOW PLENUM CURB.

SHEET E001 – ELECTRICAL DEMOLITION

1. CLARIFY EXISTING FIRE ALARM DEVICE SYMBOLS.
2. IDENTIFY ACCESS CONTROL DEVICE TO BE RELOCATED.

SHEET E201- ELECTRICAL - POWER

1. CLARIFIED IT SERVICE AREA IN JANITOR 111.
2. REVISED LAYOUT IN STORAGE #114
3. ADDED RECEPTACLE FOR WALL MOUNTED MONITORS IN BOTH STUDIOS.
4. DELETED ELECTRICAL CONNECTIONS TO CROSS COURT BASKETBALL GOALS.

SHEET E301- ELECTRICAL – SPECIAL SYSTEMES

1. CLARIFIED EXISTING FIRE ALARM DEVICE SYMBOLS.
2. CLARIFIED LOCATION FOR RELOCATED ACCESS CONTROL DEVICE.
3. ADDED (2) CAMERA LOCATIONS.
4. ADDED (2) WIRELESS ACCESS POINT LOCATIONS
5. ADDED (2) DATA OUTLETS IN GYM.
6. ADDED DATA OUTLETS TO STUDIOS



ADDENDUM

Raymore Activity Center Phase II

City of Raymore

ADDENDUM NO. 01

ISSUED: 03/03/2023

7. REVISED LAYOUT IN STORAGE #114
8. ADDED AV BACKBOX FOR WALL MOUNT MONITORS IN EXERCISE ROOMS.

SHEET E401- ELECTRICAL RISER AND SCHEDULES

1. REVISED CIRCUITING IN PANEL P1 TO COORDINATE WITH PLAN CHANGES.

SHEET MEP201 – ALTERNATE BID INFORMATION

1. REVISED RETURN DUCT ROUTING FOR RTU-1 TO ACCOUNT FOR THE ADDED PLENUM CURB. PLENUM CURB WAS ADDED TO REDUCE TOTAL COST BY REDUCING THE AMOUNT OF RETURN DUCT ROUTED OUTSIDE AND ITS CORRESPONDING EXTERIOR DUCT INSULATION. THIS REVISION IS RELATED TO THE BASE BID GYM MECHANICAL UNIT. THERE IS NO IMPACT TO THE DEDUCT ALTERNATE WHICH RELATED TO THE ROOF TOP MECHANICAL UNIT FOR THIS PHASE.

END OF ADDENDUM NO. 1

CITY OF RAYMORE

100 Municipal Circle • Raymore, MO. 64083

Phone • 816-892-3045 • Fax • 816-892-3093



ADDENDUM NO. 1

Raymore Activity Center Phase 2

Project #23-396-201

All plan holders are hereby notified and agree by signature below, that the proposal includes consideration of the following questions and clarifications made by potential bidders. Responses are included below. Changes, amendments, and/or clarifications and costs associated with these changes are to be included in the proposal.

Addendum No. 1 - Question and clarification.

1. Question: Substitution Request for Strand Tec within the 09 84 33 project manual products.

Response: **Parks Dept., operator of building, declines substitution of this product for the basis of design product -unless or until it becomes 1. a schedule issue and/or 2. provides significant savings to the owner.** General response for other substitutions: Basis of Design product based on Phase 1 installed product.

2. Question: Is the city waiving permit fees on the Raymore Athletic Center project or do we include that cost in our bid.

Response: From Jon Woerner, City of Raymore Building Official- **Building Inspections waives all permit fees for this City project.**

3. Question: Is there consideration for gym flooring other than the Sport Court product?

Response: **Intention is to single source utilizing Omni or Sourcewell to purchase and install. We will work with Sport Court to match the current flooring so that the entire gymnasium is the same product.**

4. Question: The specification call for 16" wide roof panels. The existing are 24" wide, but come from a discontinued style. Attached are a proposed substitution to match the existing. Please confirm these are acceptable.

Response: **The attached did not come through the original email, when resent it was a pdf that was not able to open, so we can not respond to "attached". We can say that the intent is to have manufacturer's available roof panel that most closely matches what was installed in Phase 1. The 24" wide roof panel is acceptable IF phase one is 24" wide.**

5. Question: The specifications call for a wall panel to be 12" wide. Please confirm width of new panels.

Response: **The intent is to have manufacturer's available wall panel that most closely matches what was installed in Phase 1. Further, the demolition drawing**

calls for the removal and reuse of western elevation metal panels. This is noted as a cost savings measure. If this approach is followed by the contractor, estimate/factor a percentage of panels that will not be salvageable and new panels to be procured and installed. New panels are required at the north and south elevations, regardless. IF removing and reusing the metal panels is determined to be more costly, then 100% of Phase 2 panels to be new panels and not relocated panels.

6. Question: The original building was under 2012 code and was an occupancy classification 3. The new is under the 2018 code but is calling for an occupancy classification 2. As this will ultimately be one building, can we have 2 different classifications? Please confirm.

Response: **The occupancy classification of the building found on G002 is A-3 (Assembly). There is no reference to an occupancy classification of 2, but since the 2 prior questions pertained to the existing PEMB, I am going to extrapolate that the question may be in regards to the RISK CATERGORY. The risk category has been updated on attached S001 to reflect a RISK CATEGORY of III.**

7. Question: The TPO roof specification seems to indicate that it is to be installed by the pre-engineered metal building manufacturer. Is this correct?

Response: **No. Qualified roofing contractor to install TPO.**

8. Question: Can you confirm there is no BMX system or list the existing control company?

Response: **There is no Building Management System.**

9. Question: The demo plan AD101 notes to remove existing columns and to reference structural. Please advise.

Response: **Structural columns along Grid 1 to be removed as indicated. Per the Metal Building System specifications, this is to be an end wall framing system that is engineered for end walls to be expandable.**

10. Question: The demo plans note to salvage and reinstall metal panels on the West Elevation. This would likely require installation of a temporary wall to protect the existing building from the elements. This would likely be more expensive than just buying new panels for the west wall. Can new panels be installed on the west wall instead of the existing being salvaged.

Response: **Yes. The intent with all the remove and salvage – whether column padding, janitor’s mop sink, metal panels, exterior signage is to save money. If it is more cost effective to buy new and remove the existing, then take the more cost-effective route.**

11. Question: Sheet AD 101 notes to demo exterior doors and frames on the West side of the building and AD 121 notes to salvage for installation later. Which is correct?

Response: **Doors in metal panel to be salvaged and reinstalled in metal panel. Doors in cmu to be removed. As there is not cmu in current phase of work, those doors cannot be used in Phase 2, but Owner may determine to keep hardware from these doors as parts.**

12. Question: Will the existing structure carry the two new gym curtains? Refer to Note A46 on A111. Or will the structure need to be reinforced?

Response: **This will have to be answered by the designer of the PEMB structure. Phase 1 shop drawing does not specifically indicate that they accounted for future gym curtain loads, but they did include a collateral design load of 5 psf for the gym. PEMB designer will likely review locations of curtains with weights of the curtains. They will be able to determine the capacity of the existing structure.**

For bidding purposes do not include additional structural reinforcement of the existing structure.

13. Question: Drawing A152 noted the old gym as getting new MAF floor. Is this correct?

Response: **Old gym does NOT get new flooring. Expanded gym flooring (new area) to receive matching flooring. Flooring of gym area being procured and installed by City. Some coordination of schedules will be required.**

14. Question: Are the exterior letters shown on A201 to be new or are they the ones that get salvaged?

Response: **They are to be salvaged and reinstalled.**

Response for all salvage and reinstalled scope: If it is more cost effective to replace existing with new, then provide new.

15. Question: What is to be used for the roof liner noted on A3/A321?

Response: **Roof liner is to be part of the pre-engineered metal building system. Mfg recommended product.**

16. Question: Specification section 07 54 23 calls for glass mat as a cover board for the TPO roofing and detail A3/A521 notes plywood. Which is correct?

Response: **Glass Mat as called out in 07 54 23. Details to be updated.**

17. Question: Details on A521 call for a vapor barrier behind the hat channels and notes specification section 07 25 00. Please advise.

Response: **Disregard reference to 07 25 00. (This keynote will be removed in the updated construction documents sent to the city for permitting purposes, delta 2.) Refer to 13 34 19 METAL BUILDING SYSTEM for metal building components that include thermal insulation and vapor retarder performance requirements.**

18. Question: Civil Plan C300 shows extending the sidewalk and A101-A does not show a door in this location. Are we to extend the sidewalk?

Response: **Yes, include sidewalk extension regardless of door placement. Sheet A101-A, sidewalk is shown from door 112B around ground mounted mechanical unit to the sidewalk/ landing at future exit door out of Exercise Room 122 and connecting to existing sidewalk on Recreation Drive.**

19. Question: Where is the hardware specification? Please provide.

Response: **The hardware specification is attached as part of Addendum #1.**

The hardware specification includes door hardware sets within the specification. These sets indicate Phase one doors for reference AND call out the 14 new doors / 14 new hardware sets to be procured.

Door 103 = Existing door, frame, and hardware to be relocated.

Door 105 = Existing door, frame, and hardware to be relocated.

Door 113B = Existing pair of storage room doors being relocated (door, frame and hardware) to north storage room, east side.

Door 113C = Existing exterior southwest set of doors, and hardware in metal panel being relocated to exterior northwest location in metal panel. Frame can be reused or procured new.

Door 109, 115, 116, 117 are new doors of the same style group with the same set for hardware.

Doors 111, 121A, and 122A are all new storage room doors 4' wide with the same set for hardware.

Door 113A and 114 are new doors of the same style with the same set for hardware.

Door 114A, 121, 122 are new doors with the same set for hardware.

Door 112B = New pair of southwest exterior doors.

Door 122B = New aluminum storefront door and its hardware.

Door 119 appears on the door schedule. It is the existing pair of doors that exits from the storage room out the existing southwest side. In the event deduct alternate #1 was utilized. The door would remain in place, unchanged. In the event deduct alternate #1 is not utilized, the door is to be removed, and hardware turned over to the owner for parts. This door sits in masonry and is not expected to be reused in Phase 2 work.

Question 20: Please clarify the following- In the PEMB spec section it states that "Nucor Building Systems" is an approved manufacturer as basis of design. Kirby is another Nucor brand and was the manufacturer for phase 1. Please confirm all PEMB suppliers under Nucor (American Buildings Company, Nucor Building Systems, and Kirby Building Systems) are approved / basis of design to align with the phase 1 building.

Response: **Yes. All Nucor brands / suppliers are acceptable.**

Phase 1 panel installed is the KLS 2100, 16" tall by 1" deep. Panel sizes, shapes, embossed finish to match Phase 1.

Thanks for the questions!

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

Company Name: HARMON CONSTRUCTION

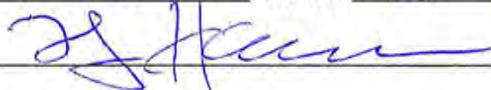
By: TIM HARMON

Title: PRESIDENT

Address: 18989 N 158th ST

City, State, Zip: OLATHE KS 66062

Date: 3-8-23 Phone: 913-962-5888

Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID



MISCELLANEOUS ITEMS

- *March 28, 2023 - Work Session Notes*



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

**Tuesday, February 28, 2023
6:30pm**

(Or Immediately following the Regular Business Meeting at 6:00pm)

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

Members Present: Chairman Trautman; Members Manson, Mapes, Collier, Clark and Cooper. Member Scott was not present.

Director Musteen, Superintendent Brennon and Superintendent Rulo were present.

1. **Hawk's Nest Tour** - The Board met at 701 Johnston Parkway at Hawk Ridge Park to tour the Hawk's Nest Playground. Director Musteen gave a guided tour of the project and answered questions.
2. **Adjournment** - 7:15pm