

AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, July 10, 2023
6:00 p.m.

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Presentations/Awards

- National Parks and Recreation Month Proclamation (pg 279)

5. Personal Appearances

- Adam Derham, 421 Meadowlark Dr. - stop signs in Timber Trails subdivision

6. Staff Reports

- A. Development Services (pg 9)
- B. Monthly Court Report (pg 15)
- C. Police/Emergency Management (pg 17)

7. Committee Reports

8. Consent Agenda

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

- A. City Council Meeting Minutes, June 26, 2023 (pg 21)

9. Unfinished Business - Second Reading

A. Grant Park Villas Final Plat

- Reference:
- Agenda Item Information Sheet (pg 35)
 - Bill 3821 (pg 37)
 - Staff Report (pg 39)
 - Development Agreement (pg 47)
 - Final Plat Drawing (pg 57)

Justin Zimmerman, representing Zimmerman Properties, LLC, is requesting final plat approval for the proposed Grant Park Villas project, a 3.8 acre tract of land located between 58 Highway and Grant Drive, east of N. Adams Street. The request would allow for the development of the Grant Park Villas project, a proposed 48-unit apartment community

- City Council, 6/26/2023: Approved 7-0
- Planning and Zoning Commission, 06/20/2023: Approved 8-0

B. Award of Contract - Constable Sanitation

Reference: - Agenda Item Information Sheet (pg 59)
- Bill 3826 (pg 61)
- Amended Contract (pg 63)

Constable Sanitation's original multi-year contract is expiring. Throughout the course of the initial agreement, Constable has provided reliable, responsive, and cost-effective service to the citizens of Raymore. This contract will allow Constable to continue to provide services for three years with options to renew the contract twice for a total contract length of five years.

- City Council, 06/26/2023: Approved 7-0

C. Amending City Code Chapter 610 Peddlers, Solicitors, and Canvassers

Reference: - Agenda Item Information Sheet (pg 83)
- Bill 3827 (pg 85)
- Sample Sticker (pg 90)

City staff have identified possible code changes within Chapter 610 of the Raymore City Code of Ordinances to optimize the interactions between peddlers, solicitors, canvassers and the residents of Raymore. These changes will help clarify existing practices while encouraging more positive interactions among peddlers, solicitors and canvassers when engaging the residents of Raymore.

- City Council, 06/26/2023: Approved 7-0

10. New Business - First Reading

A. Easement Vacation - Lot 412, Westbrook 15th Final Plat (public hearing)

Reference: - Agenda Item Information Sheet (pg 93)
- Bill 3819 (pg 95)
- Staff Report (pg 97)
- Plot Plan (pg 102)

Jody Latham, representing Cooper Land Development, has requested the vacation of an existing side and rear-yard utility easement located on Lot 412 within the Westbrook at Creekmoor 15th Plat for the purposes of replatting Lots 412 and 415. The request would allow for a new plat to be submitted with a revised property line and new utility easement.

- City Council, 06/26/2023: Continued to 07/10/2023 meeting 7-0

B. Easement Vacation - Lot 415, Westbrook 15th Final Plat (public hearing)

Reference: - Agenda Item Information Sheet (pg 103)
- Bill 3820 (pg 105)
- Staff Report (pg 107)
- Plot Plan (pg 112)

Bryan Hansen, owner of the property located at 1113 Hillswick Lane (Lot 415, Westbrook 15th Plat), has requested the vacation of an existing 25' rear-yard utility easement located on Lot 415 within the Westbrook at Creekmoor 15th Plat for the purposes of replatting Lots 412 and 415. The request would allow for a new plat to be submitted with a revised property line and new utility easement.

- City Council, 06/26/2023: Continued to 07/10/2023 meeting 7-0

C. Raymore Festival in the Park Memorandum of Understanding

Reference: - Agenda Item Information Sheet (pg 113)
- Resolution 23-25 (pg 115)
- Memorandum of Understanding (pg 116)

The Raymore Festival in the Park is an annual event held in Memorial Park. A Memorandum of Understanding is reviewed each year between the Parks and Recreation Board and the Festival Committee outlining the in-kind services and park usage. Following approval by the Parks and Recreation Board, it must also be approved by the City Council.

- Parks and Recreation Board, 05/23/2023: Approved 7-0

D. Award of Contract - North Cass Signal & Intersection Improvements

Reference: - Agenda Item Information Sheet (pg 125)
- Bill 3828 (pg 127)
- Contract (pg 129)

Staff is recommending award of a contract to Gunter Construction for the installation of a traffic signal at the intersection of Dean Avenue and North

Cass Parkway. The project will also include the construction of a right turn lane for southbound Dean Avenue.

E. Award of Contract - Hunter's Glen Storm Repair

Reference: - Agenda Item Information Sheet (pg 187)
- Map (pg 189)
- Bill 3829 (pg 190)
- Contract (pg 192)

Staff is recommending award of a contract to SAK, Inc. for storm water culvert repairs and replacement in the Hunter's Glen Neighborhood near Oak Drive and Hubach Hill Road.

F. Award of Contract - Salt Dome Pad Replacement

Reference: - Agenda Item Information Sheet (pg 231)
- Bill 3830 (pg 234)
- Contract (pg 236)

Staff is recommending award of a contract for the removal and replacement of the asphalt pad in addition to drainage improvements at the salt storage dome located at the Public Works maintenance facility.

G. Award of Contract - Missouri Capitol Solutions

Reference: - Agenda Item Information Sheet (pg 271)
- Bill 3832 (pg 273)
- Contract (pg 275)

Staff is recommending award of contract to Missouri Capitol Solutions, LLC to continue the state statute amendment and political efforts in Jefferson City relative to the threatened landfill.

11. Public Comments

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

12. Mayor/Council Communication

13. Adjournment

EXECUTIVE SESSION (CLOSED MEETING)

The Raymore City Council is scheduled to enter into executive session to discuss litigation as authorized by RSMo 610.021 (1).

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

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

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

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

Staff Reports



MONTHLY REPORT JUNE 2023

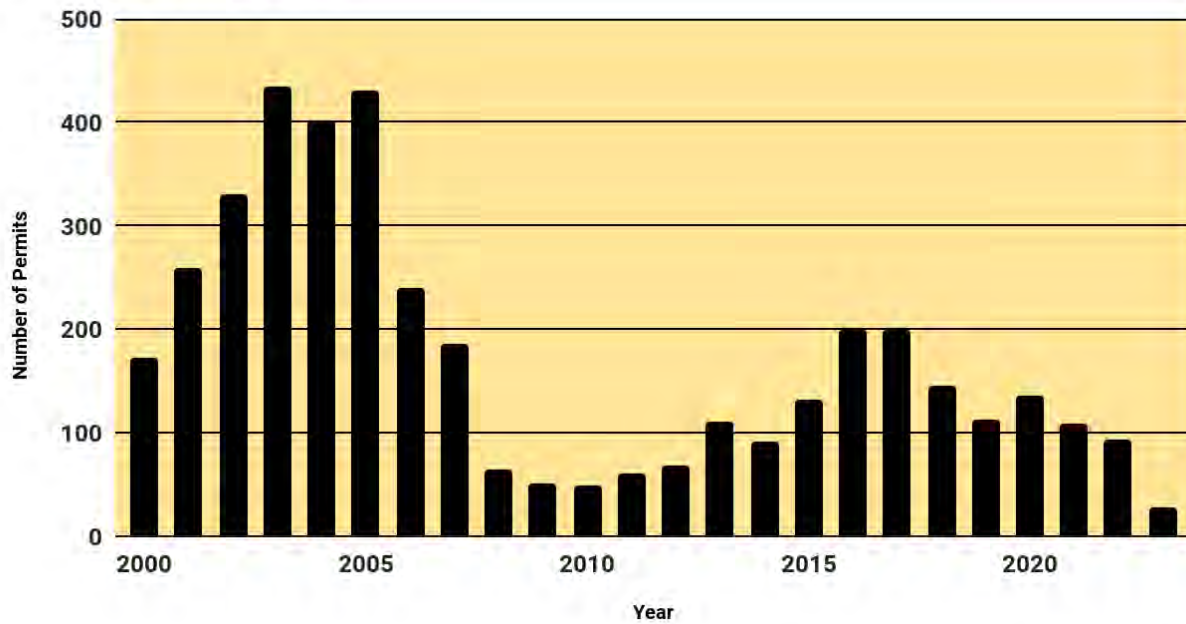
Building Permit Activity

Type of Permit	JUN 2023	2023 YTD	2022 YTD	2022 Total
Detached Single-Family Residential	7	27	80	94
Attached Single-Family Residential	30	58	170	238
Multi-Family Residential	0	0	0	15
Miscellaneous Residential (deck; roof)	75	368	399	763
Commercial - New, Additions, Alterations	0	15	9	20
Sign Permits	17	36	29	49
Inspections	JUN 2023	2023 YTD	2022 YTD	2022 Total
Total No. of Inspections	473	2,830	2,903	6,264
Residential Inspections	216	1,295	-	-
Commercial Inspections	257	1,535	-	-
Valuation	JUN 2023	2023 YTD	2022 YTD	2022 Total
Total Residential Permit Valuation	\$9,273,600	\$22,004,500	\$55,578,050	\$69,322,400
Total Commercial Permit Valuation	\$0	\$34,404,900	\$31,671,700	\$93,784,200

Additional Building Activity:

- Vertical construction continues on the residential apartment buildings within The Depot community.
- Staff continues review and inspections at the Southern Glazer's distribution center as they continue the buildout of their facility at 1100 S. Dean Avenue.
- Additional tenant finish plans were reviewed and permitted for the build out of Nuuly's facility in Raymore.
- The development at Elite Fence & Deck (611 E. Walnut) is nearing completion.

Single Family Building Permits



CODE ENFORCEMENT ACTIVITY

Code Activity	JUN 2023	2023 YTD	2022 YTD	2022 Total
Code Enforcement Cases Opened	62	377	386	705
<i>Notices Mailed</i>			-	-
-Tall Grass/Weeds	10	70	87	144
- Inoperable Vehicles	16	145	122	221
- Junk/Trash/Debris in Yard	11	63	51	122
- Object placed in right-of-way	3	9	5	10
- Parking of vehicles in front yard	2	13	24	46
- Exterior home maintenance	14	41	45	73
- Other (trash at curb early; signs; etc)		0	0	0
Properties mowed by City Contractor	17	29	19	55
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	0	4	0	-
Signs in right-of-way removed	29	279	543	1,184
Violations abated by Code Officer	6	27	48	76

DEVELOPMENT ACTIVITY

Current Projects

- Comprehensive Plan
- Madison Valley 3rd Final Plat
- Saddlebrook Preliminary Plat
- Department Budget Review
- Grant Park Villas - Final Plat & Site Plan
- Willow Hills Lot 5 Annexation
- Timber Trails Mixed Use Development

ACTION OF BOARDS, COMMISSIONS & CITY COUNCIL

June 6, 2023 Planning and Zoning Commission

- Saddlebrook Preliminary Plat (public hearing), 5-2, recommended approval
- Madison Valley 3rd Final Plat, 6-1 recommended approval

June 12, 2023 City Council

- 1st Reading - Saddlebrook Preliminary Plat (public hearing)
- 1st Reading - Madison Valley 3rd Final Plat
- 1st Reading - 1010 N. Jackson St. Annexation
- 1st Reading - Award of Contract, Comprehensive Plan
- 2nd Reading - Madison Valley 2nd Final Plat
- 2nd Reading - Johnston Drive Street ROW Plat
- 2nd Reading - Transfer of Tract A to Brookside HOA

June 14, 2023 Board of Zoning Adjustment

- 601 Garnes Street Fence Variance (public hearing), approved
- 602 Garnes Street Fence Variance (public hearing), approved
- 716 Nelson Court Fence Variance (public hearing), approved

June 20, 2023 Planning and Zoning Commission

- Grant Park Villas Final Plat, 8-0, recommended approval
- Grant Park Villas Site Plan, 8-0, approved

June 26, 2023 City Council

- 1st Reading - Easement Vacation Lots 412 & 415 Westbrook 15th (public hearing)
- 1st Reading - Grant Park Villas Final Plat
- 2nd Reading - Madison Valley 3rd Final Plat
- 2nd Reading - 1010 N. Jackson St. Annexation
- 2nd Reading - Award of Contract, Comprehensive Plan

UPCOMING MEETINGS JULY & AUGUST

July 4, 2023 Planning and Zoning Commission

- Meeting Canceled (July 4th Holiday!)

July 10, 2023 City Council

- 1st Reading - Lot 412, Westbrook 15th Plat Easement Vacation (public hearing)
- 1st Reading - Lot 415, Westbrook 15th Plat Easement Vacation (public hearing)
- 1st Reading - 590 Kreisel Dr. Easement Vacation (public hearing)
- 2nd Reading - Grant Park Villas Final Plat

July 12, 2023 Board of Zoning Adjustment

- 590 Kreisel Dr Deck Variance (public hearing)

July 18, 2023 Planning and Zoning Commission

- No items currently scheduled

July 24, 2023 City Council

- 1st Reading - 1111 Hillswick Lane Easement Vacation (public hearing)
- 2nd Reading - Lot 412, Westbrook 15th Plat Easement Vacation
- 2nd Reading - Lot 415, Westbrook 15th Plat Easement Vacation
- 2nd Reading - 590 Kreisel Dr. Easement Vacation
- 2nd Reading - Timber Trails Mixed Use PUD

August 1, 2023 Planning and Zoning Commission

- 1830 W Foxwood Drive - Site Plan
- HTeoO - 705 W. Foxwood Dr - Site Plan
- Dean Avenue South Extension ROW Plat
- Annual UDC Review

August 14, 2023 City Council

- 2nd Reading - 1111 Hillswick Lane Easement Vacation

JUNE DEPARTMENT ACTIVITY

- Development Services staff held a pre-development meeting for a prospective commercial development within the Raymore Galleria North development.
- The Planning and Zoning Commission met on Tuesday, June 6, to review two applications. The Commission recommended approval for the [Saddlebrook Preliminary Plat](#), as well as the [Madison Valley 3rd Final Plat](#).
- Development Services staff met with representatives from MODOT to discuss the grant funding the City received through the Missouri Highways and Transportation Commission Governor's Cost Share Program.

- Economic Development Director Jordan Lea attended an events committee meeting of the Raymore Chamber of Commerce.
- Development Services Director David Gress and Economic Development Director Jordan Lea attended the monthly morning coffee meeting hosted by the Raymore Chamber of Commerce and Community Bank of Raymore.
- Development Services Director David Gress, City Planner Dylan Eppert and Economic Development Director Jordan Lea attended the ribbon cutting for BLUSH Boot Camp hosted by the Raymore Chamber of Commerce.
- Development Services staff met with representatives from VanTrust Real Estate to discuss the Dean Avenue road extension project.
- Development Services staff met with representatives from the Raymore-Peculiar School District and the City of Belton, MO to discuss ongoing residential development projects within the school district boundaries.
- Economic Development Director Jordan Lea attended a webinar hosted by HUB, Our Places of Impact CoP: Advancing Equity for Community-Led Initiatives.
- Development Services Director David Gress attended a Strategic Short-Term Rental Regulations webinar hosted by Granicus.
- Development Services Director David Gress attended the June Board meeting of the Raymore Chamber of Commerce.
- The Planning and Zoning Commission met on Tuesday, June 20, to review two applications, including a Site Plan approval request and a final plat request for the [Grant Park Villas project](#). The Commission voted unanimously to approve both applications.
- Development Services Director David Gress, City Planner Dylan Eppert and Economic Development Director Jordan Lea attended the Raymore Chamber of Commerce monthly luncheon hosted by El Dorado Mexican.
- City Planner Dylan Eppert participated in a webinar hosted by MARC which was a joint meeting and regional learning collaborative regarding the Community for All Ages program.
- Development Services Director David Gress and Code Enforcement Officer Drayton Vogel participated in the "Playbook for Managing Code Enforcement Initiatives" webinar.
- The regularly scheduled meeting for the Planning and Zoning Commission on July 4, 2023, has been canceled due to the July 4th holiday.

GIS ACTIVITY

- Addressing operations
- Tuning of datasets - recalculate extents & reconcile versions, rebuild services
- Replacement of import routines to accommodate changes in field header protocol
- QA/QC - street lights, asbuilts, subdivisions, lots, etc
- Troubleshoot revocation of licenses from expired users
- MS/SDE Database server administrative tasks - diagnostic/tuning/repair/full backups
- MS Server administrative tasks - compression & backup
- Maps & reports as requested
- Development testing - Publication of (hosted) services with ArcGIS Pro
- Webinar - asset (sidewalk) management for compliance with ADA

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

<u>I. COURT INFORMATION</u>		Municipality: Raymore Municipal	Reporting Period: Jun 1, 2023 - Jun 30, 2023	
Mailing Address: 100 MUNICIPAL CIRCLE, RAYMORE, MO 64083				
Physical Address: 100 MUNICIPAL CIRCLE, RAYMORE, MO 64083			County: Cass County	Circuit: 17
Telephone Number: (816)3311712		Fax Number:		
Prepared by: ANGIE R DAVIS		E-mail Address:		
Municipal Judge:				
<u>II. MONTHLY CASELOAD INFORMATION</u>		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		74	1,326	588
B. Cases (citations/informations) filed		5	126	36
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court/bench trial - GUILTY		0	0	1
3. court/bench trial - NOT GUILTY		0	0	1
4. plea of GUILTY in court		14	65	40
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	32	0
6. dismissed by court		0	3	1
7. <i>nolle prosequi</i>		1	4	19
8. certified for jury trial (not heard in Municipal Division)		0	0	1
9. TOTAL CASE DISPOSITIONS		15	104	63
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		64	1,348	561
E. Trial de Novo and/or appeal applications filed		0	0	0
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>		<u>IV. PARKING TICKETS</u>		
1. # Issued during reporting period	75	1. # Issued during period	0	
2. # Served/withdrawn during reporting period	35	<input checked="" type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	1,665			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Raymore Municipal	Reporting Period: Jun 1, 2023 - Jun 30, 2023
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<u>V. DISBURSEMENTS</u>			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$17,818.00	Court Automation	\$1,212.26
Clerk Fee - Excess Revenue	\$1,678.91	Law Enf Arrest-Local	\$1,000.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$51.77	Total Other Disbursements	\$2,212.26
Bond forfeitures (paid to city) - Excess Revenue	\$163.36	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$30,629.36
Total Excess Revenue	\$19,712.04	Bond Refunds	\$1,488.00
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Total Disbursements	\$32,117.36
Fines - Other	\$5,247.50		
Clerk Fee - Other	\$411.28		
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$174.19		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$1,241.92		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$12.67		
Law Enforcement Training (LET) Fund surcharge	\$352.00		
Domestic Violence Shelter surcharge	\$703.50		
Inmate Prisoner Detainee Security Fund surcharge	\$352.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$210.00		
Total Other Revenue	\$8,705.06		



Police/Emergency Management Report

07-10-23

- Spirit of America and July 4th - During the Spirit of America event we had one minor injury, a young lady with debris in her eyes. At the end of the event one 7 year old's parents were lost. All parking areas emptied out relatively quickly this year.
- During July 1 through the early morning hours of July 5th the Police Department responded to 46 fireworks related calls for service.

Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, JUNE 26, 2023 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT IN PERSON: MAYOR PRO TEM ABDELGAWAD, COUNCILMEMBERS BAKER, BARBER, FORSTER, HOLMAN, AND TOWNSEND. PRESENT VIA ZOOM: COUNCILMEMBER ENGERT. ALSO PRESENT IN PERSON: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY CLERK ERICA HILL.

1. Call to Order

Mayor Pro Tem Abdelgawad called the meeting to order at 6:00 p.m.

2. Roll Call

City Clerk Erica Hill called roll; quorum present to conduct business. Mayor Turnbow and Councilmember Burke were absent.

3. Pledge of Allegiance

4. Presentation/Awards

5. Personal Appearances

6. Staff Reports

City Clerk Erica Hill announced that the 2023 Record Destruction program has been completed in accordance with the Missouri Secretary of State's office.

Public Works Director Mike Krass reviewed the staff report included in the packet. He noted repairs have been made to 163rd Street. He answered questions from Council.

Parks and Recreation Director Nathan Musteen reviewed the staff report included in the packet. He noted that preparations are underway this week for the Spirit of America celebration on Friday, June 30. He answered questions from Council.

Assistant City Manager Ryan Murdock noted that the City is in contact with South Metro Fire Protection District to monitor the dry weather conditions for the Spirit of America celebration.

Development Services Director David Gress stated that New Business Items A and B will need to be continued to the July 10 meeting to allow for delivery of property owner notification.

City Manager Jim Feuerborn noted there would be no work session on July 3. He recognized City Clerk Erica Hill for being selected to the General Code Municipal Clerks Honor Roll.

7. Committee Reports

8. Consent Agenda

A. City Council Meeting minutes, June 12, 2023

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

DISCUSSION: None

ROLL CALL VOTE:	Mayor Pro Tem Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Absent
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

9. Unfinished Business

A. Madison Valley 3rd Final Plat

BILL 3816: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE MADISON VALLEY 3RD FINAL PLAT, A SUBDIVISION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Erica Hill conducted the second reading of Bill 3816 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3816 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Mayor Pro Tem Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Absent
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

Mayor Pro Tem Abdelgawad announced the motion carried and declared Bill 3816 as **Raymore City Ordinance 2023-045.**

B. Voluntary Annexation - 1010 N. Jackson Street - Lot 5, Willow Hills

BILL 3815: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ANNEXING PROPERTY DESCRIBED AS LOT 5 OF WILLOW HILLS SUBDIVISION, SECTION 10, TOWNSHIP 46N, RANGE 32W, CASS COUNTY, MISSOURI, AND BELONGING TO RON AND EILEEN STEVICK, PURSUANT TO SECTION 71.014 OF THE REVISED STATUTES OF THE STATE OF MISSOURI."

City Clerk Erica Hill conducted the second reading of Bill 3815 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3815 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Mayor Pro Tem Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Absent
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

Mayor Pro Tem Abdelgawad announced the motion carried and declared Bill 3815 as **Raymore City Ordinance 2023-046.**

C. Award of Contract for Professional Services - Raymore 2045 Comprehensive Plan

BILL 3817: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH OLSSON STUDIO FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO THE CITY'S COMPREHENSIVE PLAN UPDATE IN THE AMOUNT OF \$55,000 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Erica Hill conducted the second reading of Bill 3817 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3817 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Mayor Pro Tem Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Absent

Councilmember Engert	Aye
Councilmember Forster	Aye
Councilmember Holman	Aye
Councilmember Townsend	Aye

Mayor Pro Tem Abdelgawad announced the motion carried and declared Bill 3817 as **Raymore City Ordinance 2023-047.**

D. Budget Amendment: Trash, Recycling, and Yard Waste Fees

BILL 3818: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE FY 2023 BUDGET AND UPDATING THE SCHEDULE OF FEES FOR RESIDENTIAL TRASH AND RECYCLING SERVICES."

City Clerk Erica Hill conducted the second reading of Bill 3818 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3818 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Mayor Pro Tem Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Absent
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

Mayor Pro Tem Abdelgawad announced the motion carried and declared Bill 3818 as **Raymore City Ordinance 2023-048.**

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

BILL 3798: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ESTABLISHING AN INTERGOVERNMENTAL AGREEMENT WITH THE RAYMORE-PECULIAR SCHOOL DISTRICT TO PROVIDE SCHOOL RESOURCE OFFICER SERVICES FOR SCHOOLS IN RAYMORE AND AS REQUESTED AT EAST MIDDLE SCHOOL."

City Clerk Erica Hill conducted the second reading of Bill 3798 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3798 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Mayor Pro Tem Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Absent
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

Mayor Pro Tem Abdelgawad announced the motion carried and declared Bill 3798 as **Raymore City Ordinance 2023-049.**

10. New Business

A. Easement Vacation - Lot 412, Westbrook 15th Final Plat (public hearing)

BILL 3819: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, VACATING PORTIONS OF THE SIDE AND REAR-YARD UTILITY EASEMENTS LOCATED ON LOT 412 IN THE WESTBROOK AT CREEKMOOR FIFTEENTH PLAT FOR THE PURPOSES OF REPLATTING LOT 412, WESTBROOK FIFTEENTH PLAT, RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Erica Hill conducted the first reading of Bill 3819 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to continue Bill 3819 to the July 10 regular meeting.

DISCUSSION: None

ROLL CALL VOTE:	Mayor Pro Tem Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Absent
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

B. Easement Vacation - Lot 415, Westbrook 15th Final Plat (public hearing)

BILL 3820: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, VACATING AN EXISTING TWENTY-FIVE FOOT REAR-YARD UTILITY EASEMENT LOCATED ON LOT 415 IN THE WESTBROOK AT CREEKMOOR 15TH PLAT FOR THE PURPOSES OF REPLATTING LOT 415, WESTBROOK FIFTEENTH PLAT, RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Erica Hill conducted the first reading of Bill 3820 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to continue Bill 3820 to the July 10, 2023 regular meeting.

DISCUSSION: None

ROLL CALL VOTE:	Mayor Pro Tem Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Absent
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

C. Grant Park Villas Final Plat

BILL 3821: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE GRANT PARK VILLAS FINAL PLAT, A SUBDIVISION OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Erica Hill conducted the first reading of Bill 3821 by title only.

Development Services Director David Gress reviewed the staff report included in the packet. Justin Zimmerman, representing Zimmerman Properties, LLC, is requesting final plat approval for the proposed Grant Park Villas project, a 3.8 acre tract of land located between 58 Highway and Grant Drive, east of N. Adams Street, and will allow for the development of a 48-unit apartment community. The Planning and Zoning Commission, at their June 20, 2023 meeting, voted 8-0 to recommend approval of the final plat request. Additionally, the Planning Commission voted 8-0 to approve the site plan for the Grant Park Villas project.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3821 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Mayor Pro Tem Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Absent
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

D. Award of Contract - Constable Sanitation

BILL 3826: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED AGREEMENT WITH CONSTABLE SANITATION TO PROVIDE WASTE DISPOSAL SERVICES FOR THE CITY OF RAYMORE, MISSOURI."

City Clerk Erica Hill conducted the first reading of Bill 3826 by title only.

Assistant City Manager Ryan Murdock reviewed the staff report included in the packet. Constable Sanitation's original multi-year contract expires in July 2023. This contract will allow Constable to continue to provide services for three years with options to renew the contract twice for a total contract length of five years. As with the previous contract, Constable's rates will be based on the Consumer Price Index's (CPI) yearly increase. The CPI is calculated in May and any rate adjustments are brought to the City Council in June.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3826 by title only.

DISCUSSION: Councilmember Holman and Barber recognized Constable Sanitation for their service in Raymore.

ROLL CALL VOTE:	Mayor Pro Tem Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Absent
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

E. Missouri Highways and Transportation Commission Governor's Cost Share Agreement (emergency reading)

BILL 3822: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO A COST-SHARE AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION UNDER THE GOVERNOR'S TRANSPORTATION COST SHARE PROGRAM. TO EXPEDITE THE RECEIPT OF FUNDS, THE MAYOR HAS DECLARED THIS BILL AS AN EMERGENCY."

City Clerk Erica Hill conducted the first reading of Bill 3822 by title only.

Development Services Director David Gress reviewed the staff report included in the packet. On January 4, 2023, the Missouri Highways and Transportation Commission awarded the City of Raymore \$4,094,666 under the Governor's Transportation Cost

Share Program to assist in the extension of Dean Avenue south to 195th Street, modifications to 195th Street, and the installation of a traffic signal at Dean Avenue and North Cass Parkway. The grant provides funding to the City for the components of the project in the amount equal to fifty-percent (50%) of the costs: Dean Avenue Extension: \$5,503,866, Dean Avenue and North Cass signal: \$897,361.68, and 195th Improvements: \$1,788,104.40. The City will be responsible for the work related to the Dean and North Cass signal, and will partner with VanTrust Real Estate (VTRE Development, LLC) to complete the Dean Avenue Extension and 195th Street Improvements, which shall be covered under a separate agreement.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3822 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Mayor Pro Tem Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Absent
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

Mayor Pro Tem Abdelgawad declared Bill 3822 as an emergency and called for the second reading in its entirety.

City Clerk Erica Hill conducted the second reading of Bill 3822 in its entirety.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3822 in its entirety.

DISCUSSION: Mayor Pro Tem Abdelgawad thanked staff for their work on this grant process.

ROLL CALL VOTE:	Mayor Pro Tem Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Absent
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

Mayor Pro Tem Abdelgawad announced the motion carried and declared Bill 3822 as **Raymore City Ordinance 2023-050.**

F. Award of Contract - Axon Tasers, Body and In-car Camera Systems (emergency reading)

BILL 3824: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AXON FOR THE PURCHASE AND INSTALLATION OF TASER, BODY-WORN AND IN-CAR CAMERA SYSTEMS IN THE AMOUNT OF \$345,300 AND TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS. TO EXPEDITE DELIVERY AND MAXIMIZE THE DISCOUNTS OFFERED, THE MAYOR HAS DECLARED THIS BILL AS AN EMERGENCY."

City Clerk Erica Hill conducted the first reading of Bill 3824 by title only.

City Manager Jim Feuerborn reviewed the staff report included in the packet. In 2021, the Police Department purchased a body worn and in-car camera solution. Since that time the system has been unreliable and inconsistent when capturing video, audio, or both. Reliability is critical when recovering information for the preservation of evidence, transparency and the trust of the community. There have been numerous occasions where the equipment failed to operate due to some type of malfunction. All malfunctions and equipment failures were addressed with the current vendor. The equipment has been replaced, however the malfunctions and failures continue at such a rate that the Police Department has no confidence in the product. The unreliability and inconsistency of the equipment properly working has increased the liability. Through research and test wear, staff believes that moving to Axon will give the City reliability and consistency, and give Officers the confidence that the equipment is recovering the information and evidence. Axon is one of most utilized body camera systems by law enforcement in the country. Axon products can be purchased as part of a sole source cooperative government purchasing contract number 3544-21-4615. Staff has reviewed the price submitted by Axon in the amount of \$69,060 annually for five years for a total amount of \$345,300 and recommends contract approval.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3824 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Mayor Pro Tem Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Absent
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

Mayor Pro Tem Abdelgawad declared Bill 3824 as an emergency and called for the second reading in its entirety.

City Clerk Erica Hill conducted the second reading of Bill 3824 in its entirety.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3824 in its entirety.

DISCUSSION: None

ROLL CALL VOTE:	Mayor Pro Tem Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Absent
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

Mayor Pro Tem Abdelgawad announced the motion carried and declared Bill 3824 as **Raymore City Ordinance 2023-051.**

G. Amending City Code Chapter 610 Peddlers, Solicitors, and Canvassers

BILL 3827: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING CHAPTER 610 OF THE RAYMORE CITY CODE OF ORDINANCES."

City Clerk Erica Hill conducted the first reading of Bill 3827 by title only.

City Attorney Jonathan Zerr reviewed the staff report included in the packet. Staff has identified possible code changes within Chapter 610 of the Raymore City Code of Ordinances to optimize the interactions between peddlers, solicitors, canvassers and the residents of Raymore. These changes will help clarify existing practices while encouraging more positive interactions among peddlers, solicitors and canvassers when engaging the residents of Raymore.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3827 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Mayor Pro Tem Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Absent
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

11. Public Comment

12. Mayor/Council Communication

Councilmembers welcomed the Stevicks into the city, congratulated City Clerk Erica Hill on being nominated to the General Code City Clerk's Honor Roll, thanked staff for applying for the Governor's Transportation Cost Share Program, thanked staff for the Sounds of South Kansas City concert last week, reminded citizens to check on their neighbors in the upcoming heat, expressed excitement for the Spirit of America celebration, and to remember veterans during the July 4 holiday.

13. Adjournment

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

DISCUSSION: None

ROLL CALL VOTE:	Mayor Pro Tem Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Absent
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

The regular meeting of the Raymore Council adjourned at 6:47 p.m.

Respectfully submitted,

Erica Hill
City Clerk

Unfinished Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: June 26, 2023

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Bill 3821: Grant Park Villas Final Plat

STRATEGIC PLAN GOAL/STRATEGY

3.2.4 Provide quality, diverse housing options that meet the needs of our community

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: June 20, 2023
Action/Vote: 8-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Development Agreement
Final Plat Drawing

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Justin Zimmerman, representing Zimmerman Properties, LLC, is requesting final plat approval for the proposed Grant Park Villas project, a 3.8 acre tract of land located between 58 Highway and Grant Drive, east of N. Adams Street, and will allow for the development of a 48-unit apartment community.

The Planning and Zoning Commission, at their June 20, 2023 meeting, voted 8-0 to recommend approval of the final plat request.

Additionally, the Planning Commission voted 8-0 to approve the site plan for the Grant Park Villas project.

BILL 3821

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE GRANT PARK VILLAS FINAL PLAT, A SUBDIVISION OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

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

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

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

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

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

Section 2. That the subdivision known as Grant Park Villas 1st Final Plat, is hereby approved for the tract of land described below:

A tract of land being a portion of Tract B, Certificate of Survey (CS), City of Raymore, Cass County, Missouri, recorded in Book 27, at Page 41 at the Recorder of Deeds Office in Cass county, Missouri, and being located in the Northwest Quarter of Section 15, Township 46 North, Range 32 West, 5th Principal Meridian, Raymore, Cass county, Missouri, described by Kenneth J. Detrick, PS-2571 on this 16th day of May, 2023, as follows:

Commencing at a cut plus marking the Southwest corner of said Tract B; thence North 02°32'04" East (this and all following bearings are based on the Missouri state plane system, 1983, West zone) (North 02°30'45" East CS) on the West line of said Tract B, a distance of 23.00 feet to the POINT OF BEGINNING; thence North 02°32'04" East (North 02°30'45" East CS) continuing on said West line, a distance of 337.22 feet; thence North 23°42'06" East (North 23°44'37" East CS) on said West line, a distance of 65.50 feet to a point on the North line of said Tract B; thence South 87°37'27" East (South 87°37'15" East CS) on said North line, a distance of 374.34 feet to the Northeast corner of said Tract B; thence South 02°30'38" West (South 02°30'45" West CS) on the East line of said Tract B, a distance of 421.85 feet to the Southeast corner of said Tract B; thence North 87°32'06" West (North 87°31'28" CS) on the South line of said Tract B, a distance of 98.16 feet to the Southeast corner of a Special Warranty Deed recorded in Book 4492 at Page 50 at said Recorder of Deeds Office; thence North 02°27'54" East on the East line of said Special Warranty Deed, a distance of 2.50 feet to a point on the North line of said Special Warranty Deed; thence North 87°32'06" West 2.50 feet North of and parallel with the South line of said Tract B, a distance of 251.39 feet to a point; thence North 64°39'32" West continuing on said North line, a distance of 52.73 feet to the Point of Beginning.

Contains 165,831 square feet or 3.807 acres, more or less.

Section 3. The Development Agreement between the City of Raymore, Missouri, and Zimmerman Properties, LLC is approved and the City Manager is authorized to execute said agreement on behalf of the City of Raymore, Missouri.

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 26TH DAY OF JUNE, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 10TH DAY OF JULY, 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



To: City Council
From: Planning and Zoning Commission
Date: June 26, 2026
Re: Case #23023 - Lot 1 Grant Park Villas - Final Plat

GENERAL INFORMATION

**Applicant/
Property Owner:** Mandi Paswaters
Zimmerman Properties, LLC
1329 E. Lark St.
Springfield, MO 65804

Requested Action: Final Plat Approval, Lot 1 Grant Park Villas

Property Location: east of N. Adams St. and south of W. Grant Dr.



Site Photographs:



View looking east from N. Adams St.



View looking south from W. Grant Dr.



View looking south from northeast corner of subject property



View looking north from parking lot at Heart and Soul Church



View looking west from N. Franklin St.

- Existing Zoning:** "R-3B" Apartment Community District
- Existing Surrounding Zoning:** **North:** "R-3A" Multi-Family Residential District
South: "C-2" General Commercial District
East: "C-2" General Commercial District
"PUD" Planned Unit Development
West: "BP" Business Park
"C-2" General Commercial District
- Existing Surrounding Uses:** **North:** Attached Single Family, The Pointe at Raymore
South: Church and Financial Planning
East: Undeveloped and Single Family
West: Multi-Use Industrial
- Total Tract Size:** 3.807 Acres
- Total Number of Lots:** 1 Lot
- Density – units per Acre:** 12.61

Growth Management Plan: The Future Land Use Plan Map contained in the Growth Management Plan identifies this area as appropriate for Commercial development.

Major Street Plan: The Major Thoroughfare Plan Map classifies W. Grant Dr. as a local road and N. Adams St as a local road.

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

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

PROPOSAL

Outline of Requested Action: The applicant seeks to obtain Final Plat approval for Lot 1 Grant Park Villas.

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

PREVIOUS ACTIONS ON OR NEAR THE PROPERTY

1. The commercial lots surrounding to the southeast of the subject property that were developed as part of the Cumberland Plaza development were approved by the City on August 29, 1994.
2. The Ramblewood subdivision, located to the east of the subject property, was rezoned from an "R-1" Single Family Residential District to a "PUD" Planned Unit Development designation on December 11, 2009.
3. The Pointe at Raymore, the 74-unit townhome subdivision to the north of the subject property, was rezoned from an "R-3B" Apartment Community District designation to an "R-3A" Multiple Family Residential District to allow it to be developed as a townhome community. The rezoning was approved on June 22, 2009.
4. The City Council approved the rezoning of the subject property from "C-2" General Commercial District to "R-3B" Apartment Community District on November 25, 2019.

ENGINEERING DIVISION COMMENTS

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

STAFF COMMENTS

1. The current and proposed bulk and dimensional standards for the “R-3B” Apartment Community District zoning classification for the property is provided below.

R-3B	
Minimum Lot Area	
per lot	12,000 Square Feet
per dwelling unit	2,00 Square Feet
Minimum Lot Width (ft.)	90
Minimum Lot Depth (ft.)	120
Yards, Minimum (ft.)	
Front	30
rear	30
side	10
Maximum Building Height (feet)	50
Maximum Building Coverage (%)	40%

2. A Type-A screening is required along the north and east property line for the subject property. As part of the approval of the rezoning there was a condition of approval that stated;
 - a. “A Type-A screen shall be maintained along the eastern property line, between the subject property and the Ramblewood subdivision, either through the use of existing vegetation, or the provision of new vegetation.”
3. There are existing four (4’) foot sidewalks on both N. Adams St. and W. Grant Dr.
4. The applicant is requesting Site Plan and Final Plat approval concurrently.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

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

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

The subject property is a remnant tract of land that was rezoned from “C-2” General Commercial District to “R-3B” Apartment Community District. When the application

for rezoning occurred the applicant did a metes and bounds survey. This allowed for the applicant to be able to move forward with the Site Plan and Final Plat process.

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

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

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

The proposed plat does comply with the “R-3B” Apartment Community District bulk and dimensional standards but did not require a preliminary plat or Memorandum of Understanding as it was a remnant tract of land that was left over from the surrounding properties.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Review	June 20, 2023	June 26, 2023	July 10, 2023

STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #23023 Lot 1 Grant Park Villas to the City Council with a recommendation for approval.

PLANNING COMMISSION RECOMMENDATION 6/20/2023

The Planning and Zoning Commission, at their June 20, 2023 meeting, voted 8-0 to accept the staff proposed findings of fact and recommend approval of Case #23023 Lot 1 Grant Park Villas



Development Agreement

For

Grant Park Villas

Legal Description Contained on Page 2

**Between Zimmerman Properties, LLC., Grantor
and**

**City of Raymore, Grantee
100 Municipal Circle
Raymore, MO 64083**

July 10, 2023

DEVELOPMENT AGREEMENT

THIS AGREEMENT, MADE THIS **10th day of July, 2023** by and between, **Zimmerman Properties, LLC** hereinafter referred to as "Sub-divider" and the City of Raymore, Missouri, a Municipal Corporation, hereinafter referred to as "City".

WHEREAS, Sub-divider seeks to obtain approval from the City for a subdivision to be known as **Grant Park Villas** which is located in the City of Raymore, Cass County, Missouri, and;

WHEREAS, the Sub-divider, herein defined, agrees to assume all subdivision development obligations of the City as described in this agreement, and;

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

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

GEOGRAPHIC LOCATION:

1. The terms of this agreement apply to the following property and all portions thereof: **Grant Park Villas**

A tract of land being a portion of Tract B, Certificate of Survey (CS), City of Raymore, Cass County, Missouri, recorded in Book 27, at Page 41 at the Recorder of Deeds Office in Cass county, Missouri, and being located in the Northwest Quarter of Section 15, Township 46 North, Range 32 West, 5th Principal Meridian, Raymore, Cass county, Missouri, described by Kenneth J. Dedrick, PS-2571 on this 16th day of May, 2023, as follows:

Commencing at a cut plus marking the Southwest corner of said Tract B; thence North 02°32'04" East (this and all following bearings are based on the Missouri state plane system, 1983, West zone) (North 02°30'45" East CS) on the West line of said Tract B, a distance of 23.00 feet to the POINT OF BEGINNING; thence North 02°32'04" East (North 02°30'45" East CS) continuing on said West line, a distance of 337.22 feet; thence North 23°42'06" East (North 23°44'37" East CS) on said West line, a distance of 65.50 feet to a point on the North line of said Tract B; thence South 87°37'27" East (South 87°37'15" East CS) on said North line, a distance of 374.34 feet to the Northeast corner of said Tract B; thence South 02°30'38" West (South 02°30'45" West CS) on the East line of said Tract B, a distance of 421.85 feet to the Southeast corner of said Tract B; thence North 87°32'06" West (North 87°31'28" CS) on the South line of said Tract B, a distance of 98.16 feet to the Southeast corner of a Special Warranty Deed recorded in Book 4492 at Page 50 at said Recorder of Deeds Office; thence North 02°27'54" East on the East line of said Special Warranty Deed, a distance of 2.50 feet to a point on the North line of said Special Warranty Deed; thence North 87°32'06" West 2.50 feet North of and parallel with the South line of said Tract B, a distance of 251.39 feet to a point; thence North 64°39'32" West continuing on said North line, a distance of 52.73 feet to the Point of Beginning.

Contains 165,831 square feet or 3.807 acres, more or less

REQUIRED IMPROVEMENTS:

1. All work shall be completed in accordance with the approved site plan, approved by the Planning and Zoning Commission on June 20, 2023
2. In accordance with the policies and ordinances of the City, the public improvements described herein shall be constructed and installed on the terms and conditions hereinafter contained. Public improvements within the Subdivision will be installed in accordance with the City of Raymore Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction dated December 2017.
3. The public improvements are to be designed and installed at the Sub-divider's expense by the Sub-divider and are hereinafter referred to as "Improvements".
4. It shall be the obligation of the Sub-divider to furnish to the City plans and specifications for construction of the Improvements. Before any construction is commenced, the City Public Works Director shall approve plans and specifications for the Improvements. Once the City Public Works Director has approved the plans, any changes to the plans must be submitted to the City Public Works Director for approval.
5. The Sub-divider shall submit the appropriate grading/site/erosion control plan including appropriate sidewalk, meter elevations, and manhole elevations to the City Public Works Director for approval for development of the project. Before any construction is commenced within that phase, the City Public Works Director must approve plans for all required Improvements. It shall be the Sub-divider's responsibility to assure compliance with grading plans.
6. The Sub-divider shall provide a copy of all required State and Federal permits to the City Public Works Director prior to issuance of any City permits.
7. The Sub-divider shall provide and pay for all engineering and surveying necessary to design and construct the Improvements. The Sub-divider shall pay for all other engineering and surveying necessary to design and construct other improvements to the property.
8. The Developer, and or their contractor or designee, shall provide the saddle for connection to the public water main. Saddles shall be brass or bronze with a stainless steel strap. All brass/bronze construction shall also be permitted.

INSTALLATION AND MAINTENANCE

1. The Sub-divider shall be responsible for the installation and maintenance of the Improvements for a period of two years after acceptance thereof by the City, in accordance with the City specifications and policies.

2. The Sub-divider agrees to provide the City of Raymore "as-built" plans for all Improvements as indicated on the aforementioned plans. Said plans shall be considered a part of the Improvements, for the purpose of acceptance by the City.

3. Prior to acceptance of the Improvements a waiver of mechanic's lien shall be submitted to the City. The Sub-divider will indemnify and save the City harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, and furnishers of machinery and parts thereof, equipment, tools, and all suppliers, incurred in the furtherance of the performance of the work. The Sub-divider shall, at the City's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived.

4. The City may issue building permits prior to the Sub-Divider completing work on the installation and acceptance of all public improvements as shown on approved engineering plans of said development. Footings, foundations, slabs and underground work may commence prior to the acceptance of the public improvements, but no vertical construction associated with the building permits shall commence until the City has accepted the public improvements associated with the site.

5. Private improvements, such as storm, curbs, guttering, streets and paving or concrete are subject to the approval of the Development Services Superintendent/Building Official before vertical construction may commence.

6. Said public improvements must be accepted by the Raymore City Council before any Certificate of Occupancy can be issued for any building on the property. Acceptance of the public improvements can be in phases to allow phased installation of the public improvements.

FEES, BONDS & INSURANCE

1. The Sub-divider agrees to pay to the City a 1% Plan Review Fee and 5% Construction Inspection Fee based on the project engineer's estimate or contract development costs of all Improvements as shown on approved engineering plans of said subdivision. The City Public Works Director shall review and determine that the costs, as presented, are reasonable. A list of these fees is provided in Attachment A.

2. The Sub-divider agrees to indemnify the City with a Certificate of Insurance as required in the Unified Development Code of the City of Raymore.

3. The Sub-divider agrees to furnish performance bonds as required in the Unified Development Code of the City of Raymore.

4. Prior to acceptance of Improvements within said subdivision, Sub-divider will provide a guarantee in the form of a Maintenance Bond that is satisfactory to the City Public Works Director. This guarantee shall be based on 50% of the cost of all Improvements shown on approved engineering plans and shall be for a period of two years after acceptance by the City.

5. The Sub-divider agrees to submit a street light plan for City approval and pay the cost of providing and installing the streetlights in accordance with the approved street light plan. The required street lights shall be installed and shall be operational prior to the acceptance of the Improvements for the subdivision.

6. The Sub-divider agrees to pay to the City a \$9 per acre fee for the placement and maintenance of outdoor warning sirens. The cost of these fees is provided in Attachment A.

7. The Sub-divider agrees to pay any **fees in lieu of parkland dedication** that are required in accordance with City Code. The total fee due for **Grant Park Villas** is **\$2,819.15 (Two-Thousand Eight Hundred and Nineteen dollars, and Fifteen cents), and shall be paid prior to the recording of the final plat of Grant Park Villas.**

8. Per Ordinance #20004, the license (excise) tax for building contractors will be charged at the time of building permits at the applicable rate at the time each building permit application is approved.

9. The Sub-divider, in the interest of the general health, welfare and safety of the Citizens of Raymore, agrees to have installed, at their cost, any traffic control devices determined to be necessary by City Staff (410.340). The technical specifications and design criteria are set forth in Public Works Department Policies 120 thru 122 and 129, Street Signage and Traffic Control Devices. The improvement must be installed prior to the City releasing any building permits.

ADDITIONAL REQUIREMENTS

1. The Sub-Divider agrees to comply with the regulations and policies of the utility companies having facilities within the City limits.

2. The Sub-Divider acknowledges that solid-waste services will not be provided by the City under the City's solid waste and recycling program. Solid waste services shall be contracted separately.

3. The Sub-Divider agrees to install Type-A screening along the north and east property lines abutting the Pointe at Raymore and Ramblewood at Jeter Farms subdivisions.

4. Sidewalks four feet (4') in width exist along Adams Street and Grant Drive and are therefore not required to be installed by the Sub-Divider. The

Sub-Divider agrees that any sidewalk panels that are removed or damaged as part of the site-development, with the exception of those removed for the installation of drive-ways, shall be repaired at the expense of the Sub-Divider.

GENERAL PROVISIONS

1. The parties agree that execution of this agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which the Sub-divider must comply and does not in any way constitute prior approval of any future proposal for development.
2. The covenants herein shall run with the land described in this agreement and shall be binding and ensure to the benefit of the parties hereto and their successors or assigns and on any future and subsequent purchasers.
3. This agreement shall constitute the entire agreement between the parties and any modification hereof shall be in writing, subject to the approval of the parties.
4. If, at any time, any part hereof has been breached by Sub-divider, the City may withhold approval of any or all building permits applied for in the subdivision, until breach or breaches has or have been cured.
5. This agreement shall be recorded by the Sub-divider and its covenants shall run with the land and shall bind the parties, their assigns and successors in interest and title.
6. Any provision of this agreement which is not enforceable according to law will be severed herefrom and the remaining provisions shall be enforced to the fullest extent permitted by law.
7. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be effective until approved by ordinance duly enacted by the City Council of the City of Raymore, Missouri.
8. The Sub-divider hereby warrants and represents to the City as inducement to the City's entering into this Agreement, that the Sub-divider's interest in the Subdivision is as a fee owner.
9. Whenever in this agreement it shall be required or permitted that Notice or demand be given or served by either party to this agreement to or on the other party, such notice or demand shall be delivered personally or mailed by certified United States mail (return receipt requested) to the addresses hereinafter set forth. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above.

If to the City, at:

If to the Sub-divider, at:

City Manager
100 Municipal Circle
Raymore, MO 64083

Justin Zimmerman
1329 E Lark Street
Springfield, MO 65804

11. The Sub-divider acknowledges that this plat will expire within one year of the date the Raymore City Council approves an ordinance approving **Grant Park Villas**; and that failure for any reason to record the plat does not obligate the City to re-approve the plat no matter what improvements may have been completed in furtherance of the current plat known as **Grant Park Villas**.

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

(SEAL)

THE CITY OF RAYMORE, MISSOURI

Jim Feuerborn, City Manager

Attest:

Erica Hill, City Clerk

Sub-divider – Signature

Printed Name

Sub-divider – Signature

Printed Name

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

Stamp:

Notary Public: _____

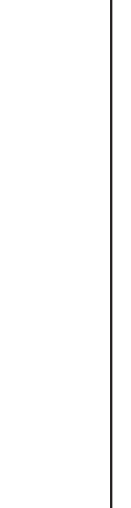
My Commission Expires: _____

Attachment A
Fee Schedule for Grant Park Villas

ATTACHMENT A - DEVELOPMENT FEE SCHEDULE		
FEE CALCUATION FOR [Grant Park Villas]		
Total Cost for New Public Improvements		\$ 152,510.00
<p>All fees and deposits shall be paid prior to recording the final plat. The land disturbance permit fee and erosion control financial security deposit shall be paid prior to commencement of any land disturbance activity (site grading), or if no land disturbance activity started prior to recording of final plat, paid at time of recording final plat.</p>		
1	<p>Land Disturbance Permit Fee. [455.010B] 01-00-4170-0000 If fee paid prior to recording of plat, receipt # _____ *must be paid prior to issuance of a land disturbance permit</p>	\$ 500.00
2	<p>Erosion Control Financial Security Deposit: Developer shall provide financial security for erosion control in the amount of \$1,000 per acre. The first \$5,000 of the financial security must be by cash deposit to the City. [455.010F] 60-00-2811-0000 If deposit paid prior to recording of plat, receipt# # *must be paid prior to issuance of a land disturbance permit</p>	\$ 3,807.00
2a	<p>Additional Erosion Control Financial Security: (The remaining deposit above the first \$5,000 due can be paid in cash) [455.010F]: (3.807 ac. total disturbed) If deposit paid prior to recording of plat, receipt# If letter of credit submitted: financial institution: _____ renewal date of letter of credit: _____ *must be paid prior to issuance of a land disturbance permit</p>	\$ -
3	<p>Infrastructure Construction Plan Review Fee: An amount equal to one percent (1%) of the estimated public improvement costs performed by the developer. [445.020H1] 01-00-4182-0000 *must be paid prior to issuance of a construction permit</p>	\$ 1,525.10
4	<p>Infrastructure Construction Inspection Fee: An amount equal to five percent (5%) of the estimated public improvement costs performed by the developer. [445.020H2] 01-00-4165-0000 *must be paid prior to issuance of a construction permit</p>	\$ 7,625.50
5	<p>Emergency Outdoor Warning Siren Fee: \$9.00 per acre (3.807 acres) [Schedule of Fees and Charges] 01-00-4185-0000 *must be paid prior to recording of the final plat</p>	\$ 34.26
6	<p>Parkland Dedication Fee in Lieu 27-00-4705-0000 *must be paid prior to recording of the final plat</p>	\$ 2,819.15
TOTAL FEES TO BE PAID PRIOR TO RECORDING PLAT [5] [6]		\$ 2,853.41
TOTAL FEES TO BE PAID PRIOR TO ISSUANCE OF A LAND DISTURBANCE PERMIT [1] [2] [2a]		\$ 4,307.00
TOTAL FEES TO BE PAID PRIOR TO ISSUANCE OF A CONSTRUCTION PERMIT FOR PUBLIC IMPROVEMENTS [3] [4]		\$ 9,150.60

FINAL PLAT OF GRANT PARK VILLAS

PART OF THE NORTHWEST 1/4, SECTION 15, TOWNSHIP 46 NORTH, RANGE 32 WEST
RAYMORE, CASS COUNTY, MISSOURI



PLAT DESCRIPTION:
PORTION OF TRACT B, CERTIFICATE OF SURVEY (CS), CITY OF RAYMORE, CASS COUNTY, MISSOURI, RECORDED IN BOOK 27, AT PAGE 41 AT THE RECORDER OF DEEDS OFFICE IN CASS COUNTY, MISSOURI, AND BEING LOCATED IN CASS COUNTY, MISSOURI, DESCRIBED BY KENNETH W. DUBOCK, PLS-2071 ON THIS 18TH DAY OF MAY, 2023, AS FOLLOWS:

COMMENCING AT A COT PLUS MARKING THE SOUTHWEST CORNER OF SAID TRACT B; THENCE NORTH 02°20'47" EAST (THIS AND ALL FOLLOWING BEARINGS ARE BASED ON THE MISSOURI STATE PLANE SYSTEM, 1983 WEST ZONE) (NORTH 02°20'47" EAST (CS) (NORTH 02°20'47" EAST (CS) CONTINUING ON SAID WEST LINE A DISTANCE OF 187.72 FEET; THENCE NORTH 23°20'06" EAST (NORTH 02°20'47" EAST (CS) CONTINUING ON SAID WEST LINE A DISTANCE OF 187.72 FEET; THENCE SOUTH 87°27'27" EAST (SOUTH 87°27'27" EAST (CS)) ON SAID NORTH LINE A DISTANCE OF 79.74 FEET TO THE NORTHEAST CORNER OF SAID TRACT B; THENCE SOUTH 02°20'47" EAST (THIS AND ALL FOLLOWING BEARINGS ARE BASED ON THE MISSOURI STATE PLANE SYSTEM, 1983 WEST ZONE) (SOUTH 02°20'47" EAST (CS)) ON THE SOUTH LINE OF SAID TRACT B A DISTANCE OF 88.16 FEET TO THE SOUTHEAST CORNER OF A SPECIAL WARRANTY DEED; THENCE SOUTH 02°20'47" EAST (THIS AND ALL FOLLOWING BEARINGS ARE BASED ON THE MISSOURI STATE PLANE SYSTEM, 1983 WEST ZONE) (SOUTH 02°20'47" EAST (CS)) ON THE SOUTH LINE OF SAID TRACT B A DISTANCE OF 2.50 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT B; THENCE SOUTH 02°20'47" EAST (THIS AND ALL FOLLOWING BEARINGS ARE BASED ON THE MISSOURI STATE PLANE SYSTEM, 1983 WEST ZONE) (SOUTH 02°20'47" EAST (CS)) ON THE SOUTH LINE OF SAID TRACT B A DISTANCE OF 2.50 FEET TO THE POINT OF BEGINNING; CONTAINS 16,631.87 SQUARE FEET OR 3.807 ACRES, MORE OR LESS.

PLAT DEDICATION:
THE HEREBY DESCRIBED TRACT OF LAND CHASE THE SAME TO BE SHOWN IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT, WHICH SUBDIVISION AND PLAT SHALL HEREAFTER BE KNOWN AS "GRANT PARK VILLAS".

AN EASEMENT OR LICENSE TO ENTER UPON, LOCATE, CONSTRUCT, USES AND MAINTAIN OR AUTHORIZE THE LOCATION, SYSTEMS, TRENCHES AND CABLES, AND "SMART" FACILITIES, UNDER AND UNDER THESE AREAS OUTLINED AND DESIGNATED ON THIS PLAT, IS HEREBY GRANTED TO CITY OF RAYMORE, MISSOURI, THE GRANTEE, ON BEHALF OF THE GRANTEE, FOR THE PURPOSES OF THE PLAT, INCLUDING, WITHOUT LIMITATION, SECTION 527.108 RSM, (2020), ANY RIGHT TO REQUEST RESTORATION OF RIGHTS PREVIOUSLY TRANSFERRED AND VACATION OF THE EASEMENT HEREBY GRANTED.

BUILDING LINES:
THE BUILDING LINES ARE HEREBY ESTABLISHED AS SHOWN ON THIS PLAT AND NO BUILDING OR PORTION THEREOF SHALL BE BUILT OR LOCATED BETWEEN THIS LINE AND THE STREET LINE.

APPROVAL:
THIS PLAT OF GRANT PARK VILLAS EXHIBITION HAS BEEN SUBMITTED TO AND APPROVED BY THE RAYMORE CITY COUNCIL BY ORDINANCE NO. _____ DULY PASSED AND APPROVED OF THE MAYOR OF RAYMORE, MISSOURI, ON THIS _____ DAY OF _____, 2023.

SECRETARY: _____
MAYOR: _____
CITY ENGINEER: _____

ATTEST: _____ CITY CLERK
_____ CITY ENGINEER

SURVEYORS CERTIFICATION:
I, KENNETH W. DUBOCK, BEING A LICENSED AND LICENSED LAND SURVEYOR IN THE STATE OF MISSOURI, HEREBY CERTIFY THAT I HAVE PERSONALLY REVIEWED THIS PLAT AND THAT I AM AWARE OF THE CONTENTS THEREOF AND THAT I AM NOT PROVIDING ANY SERVICES FOR THIS PLAT. I AM NOT PROVIDING ANY SERVICES FOR THIS PLAT. I AM NOT PROVIDING ANY SERVICES FOR THIS PLAT.

EXECUTION:
THE SIGNATURES OF UNDERSIGNED PROPRIETORS HAS CAUSED THIS INSTRUMENT TO BE EXECUTED ON THIS _____ DAY OF _____, 2023.

ZIMMERMAN TAX CREDIT EXCHANGE FUND, LLC
BY: OWNER: _____

NOTARY CERTIFICATION:
STATE OF _____
COUNTY OF _____
BE IT REMEMBERED THAT ON THIS _____ DAY OF _____, 2023, BEFORE ME, A _____ PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT OF GRANT PARK VILLAS, HAS APPEARED AND REQUESTED THAT I AFFIRM THAT HE OR SHE HAS IDENTIFIED HIMSELF OR HERSELF TO MY HAND AND AFFIRMED MY NOTARIAL SEAL, THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC: _____
BY COMMISSION EXPIRES: _____

REFERENCE PLATS:
- MAP OF GRANT PARK (BOOK 27, PAGE 41)
- CHERRYBARK PLAZA 1ST PLAT (BK 14, PG 49)
- CHERRYBARK PLAZA 2ND PLAT (BK 14, PG 50)
- CHERRYBARK PLAZA 3RD PLAT (BK 14, PG 51)
- WALNUT HILL COMMERCIAL PARK (BK 8, PG 63)

REFERENCE SURVEY:
- CONTRIBUTION OF SURVEY PERFORMED BY DUBOCK & ASSOCIATES, LLC, IN BOOK 27, AT PAGE 41.

TITLE COMMITMENT:
THIS INSTRUMENT IS SUBJECT TO THE TITLE INSURANCE COMPANY COMMITMENT DATED MARCH 8, 2023, AT 06:00 AM

TOTAL AREA TABLE
OVERALL TOTAL = 16,631.87 SQUARE FEET / 3.807 ACRES, MORE OR LESS.

FLOOD INSURANCE:
THE STATE ANNUAL CHARGE FLOODPLAIN AS DETERMINED BY FEMA FLOOD INSURANCE RATE MAP, DETERMINED BY A SCALED GRAPHICAL COPY OF THE FLOOD INSURANCE RATE MAP.

July 10, 2023
City Council
Page 10 of 20

14700 WEST 14TH TERRACE
LENEXA, KANSAS 66215
www.kawvalley.com

1020 EAST 8TH STREET
RAYMORE, MO 64083
KANSAS CITY, MO 64106

MISSOURI STATE CERTIFICATE OF AUTHORITY NO. 002214, EXPIRES 12/31/23

DEVELOPER:
ZIMMERMAN PROPERTIES, LLC
1400 EAST 8TH STREET
SPRINGFIELD, MISSOURI 65804

ENGINEER:
TALAMON AND BROWN, INC.
1020 EAST 8TH STREET
MAYO, MO 64505

HORIZONTAL AND VERTICAL DATUM:
UNLESS OTHERWISE NOTED, THE COORDINATES SHOWN HEREON ARE
STATE PLANE (NAD 83) (NAD 1983) (NAD 1983)
STATE PLANE (NAD 83) (NAD 1983) (NAD 1983)
STATE PLANE (NAD 83) (NAD 1983) (NAD 1983)
STATE PLANE (NAD 83) (NAD 1983) (NAD 1983)
STATE PLANE (NAD 83) (NAD 1983) (NAD 1983)

SECRETARY: _____
MAYOR: _____
CITY ENGINEER: _____

ATTEST: _____ CITY CLERK
_____ CITY ENGINEER

SURVEYORS CERTIFICATION:
I, KENNETH W. DUBOCK, BEING A LICENSED AND LICENSED LAND SURVEYOR IN THE STATE OF MISSOURI, HEREBY CERTIFY THAT I HAVE PERSONALLY REVIEWED THIS PLAT AND THAT I AM AWARE OF THE CONTENTS THEREOF AND THAT I AM NOT PROVIDING ANY SERVICES FOR THIS PLAT. I AM NOT PROVIDING ANY SERVICES FOR THIS PLAT. I AM NOT PROVIDING ANY SERVICES FOR THIS PLAT.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: June 26, 2023

SUBMITTED BY: Ryan Murdock

DEPARTMENT: Administration

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

TITLE / ISSUE / REQUEST

Bill 3826: Constable Sanitation Contract with Optional Renewals

STRATEGIC PLAN GOAL/STRATEGY

1.2.1 Create a physical environment that inspires a sense of pride

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
07/11/2023	07/10/2026

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Amended Multi-Year Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Constable Sanitation's original multi-year contract expires in July 2023. Throughout the course of this initial three year agreement, Constable has provided reliable, responsive, and cost-effective service to the citizens of Raymore. This contract will allow Constable to continue to provide services for three years with options to renew the contract twice for a total contract length of five years. As with the previous contract, Constable's rates will be based on the Consumer Price Index's (CPI) yearly increase. The CPI is calculated in May and any rate adjustments are brought to the City Council in June.

BILL 3826

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED AGREEMENT WITH CONSTABLE SANITATION TO PROVIDE WASTE DISPOSAL SERVICES FOR THE CITY OF RAYMORE, MISSOURI.”

WHEREAS, the City Council finds that the provision of solid waste disposal services to residents of the City of Raymore is prudent, necessary and in the best interest of public health, safety, and welfare; and,

WHEREAS, to provide quality solid waste disposal service for residents at an economically competitive rate, the City issued a Request for Proposals in 2019 identified as RFP 19-006; and,

WHEREAS, Constable Sanitation, an entity organized and existing under the laws of the State of Missouri, submitted a complete proposal under RFP 19-006, which was determined would provide the desired quality and economically competitive rates for the solid waste services sought; and,

WHEREAS, Constable Sanitation was determined in 2019 to be the lowest, best responsive bidder for the requested solid waste services under RFP 19-006; and,

WHEREAS, Constable Sanitation has provided the City of Raymore with exceptional solid waste disposal services under the contract since July 15, 2019; and,

WHEREAS, City staff have negotiated the terms of adjustments in the costs for Constable Sanitation to continue providing solid waste services and to extending such solid waste services under an Amended Contract for an additional three (3) years, with two (2) automatic extensions of one (1) year each for a total of five (5) years.

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

Section 1. The Mayor is authorized to approve this Ordinance and the City Manager is directed to enter into an Amended Contract with Constable Sanitation for the provision of solid waste disposal services to the City of Raymore and its citizens for an additional three (3) years, with two (2) automatic extensions of one (1) year each for a total of five (5) years.

Section 2. The City Manager and the City Clerk are authorized to execute the Amended Contract attached as Exhibit “A” on behalf of the City of Raymore.

Section 3. The City Manager is authorized to approve payments, charges, and billing services for the solid waste disposal services provided to the City of Raymore and its citizens.

Section 4. The City Manager is directed to work and coordinate with representatives of Constable Sanitation in continuing to provide the exceptional solid waste disposal services to the City of Raymore and its citizens under the Amended Contract.

Section 5. 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 6. 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 26TH DAY OF JUNE, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 10TH DAY OF JULY, 2023, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



AMENDED CONTRACT FOR RESIDENTIAL WASTE COLLECTION

This Amended Contract for Waste Collection Services, hereafter referred to as the **Contract**, is made this 15th day of July, 2023, between Constable Sanitation, Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 2050 SE Hamblen Rd., Lee's Summit, Missouri 64063, 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, Missouri, hereafter referred to as the **City**.

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

This contract is effective as of July 15th, 2023 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 Proposals RFP 19-006, the work as described in Appendix A of this contract, and the General Terms and Conditions in Appendix C, commonly referred to as General Terms and Conditions and according to the Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and to perform the contracted work in accordance with all specifications, terms and conditions as set forth within RFP 19-006, including insurance and termination clauses as needed or required. The work as specified in Appendix A may commence upon scheduling and approval of the City.

The awarded Contractor shall agree to offer the prices and the terms and conditions offered herein to the City of Raymore, Missouri.

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

This contract is effective as of July 15, 2023 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments. The City desires to enter into a contract for three (3) years with two (2)

automatic extensions of one (1) year each for a total of five (5) years. The work as specified under this contract would begin July 16, 2023, and continue through July 16, 2026, unless canceled by the City according to the provisions in Article VII of this agreement.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents.

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

ARTICLE IV CONTRACT PAYMENT

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

The City will monthly provide a list of addresses where services are to be performed. The Contractor will bill the City monthly based on the service list as provided by the City.

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

The City shall pay the Contractor within 30 days of receipt of invoice.

After the initial contract year, increases in charges imposed by the Contractor for the next year shall be controlled by the Consumer Price Index calculated according to the provisions of Appendix B. The City shall be notified by April 1st each year of any increases that may occur pursuant to the Consumer Price Index. If not notified of any proposed change in price, along with the calculations produced by the Consumer Price Index, by said date the price will remain unchanged for the next year.

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

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 to the Missouri Department of Labor and Industrial Relations 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 C 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 City.

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.

ARTICLE VII RESPONSIBILITIES

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

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance (but not simply frustration of performance) by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of, or delay in performance of this agreement. The City and the Contractor shall agree upon any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement. In the event Contractor is unable to perform, the Contractor shall notify the City accordingly and shall cooperate with the City to establish alternative collection and disposal efforts, including but not limited to subcontractors or temporary assignment 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 Department of Transportation, 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.

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(s) under the terms of this contract. Such notification may be made in writing, and delivered via certified mail, facsimile or email. If the Contractor fails to correct any default(s) after notification of such default(s), the City shall have the right to immediately cancel and/or terminate this agreement by giving the Contractor ninety (90) days written notice, and delivered via certified mail, facsimile or email. If the Contractor fails to correct any default(s) after notification of such default(s) and the 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 solid waste disposal services contemplated under this contract for up to ninety (90) days, for which Contractor may be held liable for such costs, In the event this agreement is terminated with cause, the City may hold as retainer the amount needed to complete the work in accordance with the bid specifications.

Without Cause – The City may cancel or terminate this agreement at any time without cause by providing ninety (90) days written notice, by certified mail, facsimile or email to the Contractor. In the event that this agreement is terminated without cause, the City shall pay for all work completed through the effective date of cancellation.

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

Waiver by the City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of same to be performed by the Contractor of the term, covenant or condition, the city shall be entitled to invoke any remedy available to it under the Contract or by law despite any such forbearance or indulgence.

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 DEFAULT AND REMEDIES

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. The arbitrator may allocate damages, costs, and reasonable attorneys fees between the parties.

A. If Contractor shall be in material default or breach of any material provision of this agreement, City may terminate this agreement pursuant to Article VIII, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor ninety (90) days written notice and opportunity to cure such default or breach.

B. If City shall be in material default or breach of any material provision of this Contract, the Contractor may terminate this contract or suspend Contractor's performance after giving City ninety(90) days written notice and opportunity to cure such default or breach.

ARTICLE X WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with the bid specifications.

Contractor shall comply with the "Customer Service Standards" as established by Appendix A item 16 of this agreement. Following correction, Contractor shall immediately inform the City representative of corrective action.

ARTICLE XI
AFFIDAVIT of WORK AUTHORIZATION

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

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

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

ARTICLE XII
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise.

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

[Remainder of page intentionally left blank.]

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

Residential Waste Collection

CITY OF RAYMORE, MISSOURI

The solid waste collections service shall conform to all City of Raymore ordinances regarding solid waste, yard waste, and recyclables and the following specifications or better.

1. **Residential Dwelling Unit** – is defined as any single home, two family unit, four family unit, six family unit, all condominiums/townhomes up to six units per building, and all apartment complexes up to six units per building serviced with individual containers.
2. **Excluded Residential Dwelling Units** - Any residential dwelling unit within a community that has private streets, private street lights, total maintenance provided including street maintenance, cleaning, snow removal, yard maintenance, home exterior maintenance including painting and roof replacement, and sidewalk snow removal shall be excluded from this contract. At this time the City has identified the following communities/subdivisions which shall be considered Excluded Residential Dwelling Units. These communities are listed as follows:

Morningview subdivision
Foxwood Springs
Greenway Villas
Walnut Estates

An exact list of those addresses within these communities/subdivisions which shall be excluded will be agreed upon by the City and the Contractor prior to the beginning of services as outlined in this contract. This list may be expanded by ten (10) days written notice provided to Contractor by the City.

3. **Curb Collection** – The Contractor shall provide:
 - a. Solid waste and yard waste, collection and disposal service to all residential dwellings (including condominiums) within the corporate limits of the City, except as to the Excluded Residential Dwelling Units. There shall be once-a-week, year-round collection of solid waste and yard waste from the curb of the premises. On collection days all refuse containers shall be placed at a designated collection point. City shall work with Contractor to provide information and educational materials through City wide mailings and postings on social media as to the proper placement of refuse containers and acceptable forms of containers for solid waste and yard waste. The Contractor will not be required to collect refuse from the inside of the buildings. As listed above, the City has four (4) communities that shall be excluded from these services and shall not have charges assessed against the units within them. Contractor will have no responsibility for pickup within them.
 - b. Year-round single-stream commingled recyclable collection and disposal at a qualified recycling center on a subscription basis to any resident who has signed up for the service. On collection days all recycling containers

shall be placed at a designated collection point. City shall work with Contractor to provide information and educational materials through City wide mailings and postings on social media as to the proper placement of recycling containings. The Contractor will not be required to collect recycling from the inside of the buildings.

4. **House line Service to Hardship Customers** - Hardship Customers shall be defined as medically disabled or elderly residential customers as approved by the City. A list of Hardship Customers shall be provided by the City to the Contractor and updated at least monthly with notice to the Contractor as provided herein:
 - a. The Contractor shall collect once weekly from each Hardship Customer the solid waste and yard waste placed in front of the Hardship Customer's residence, anywhere between the residence and the street.
 - b. If a Hardship Customer has subscribed to the additional recycling service, the Contractor shall collect once weekly from each Hardship Customer the recycling placed in front of the Hardship Customer's residence, anywhere between the residence and the street.
 - c. Carts and containers of Hardship Customers shall be returned to the original point of placement in front of the Hardship Customer's residence by Contractor.
5. **Collection Vehicles** – Contractor and - if used - subcontractors shall furnish the necessary vehicles for the collection of solid waste, yard waste, and recyclables in non-leakable vehicles provided with tops or coverings to guard against spillage, and shall conceal said contents from view; said vehicles to be kept covered or closed at all times except when being loaded or unloaded.
6. **GPS Service Availability** - Contractor shall utilize GPS technology to monitor truck location and vehicle stops on collection routes. Contractor shall supply the City with online access to the GPS service for monitoring.
7. **Definitions** – Whenever the terms "solid waste," "yard waste," or "recyclables" is used in these specifications, it shall be construed as follows:

Solid Waste: All semi-solid and solid waste derived from and used during the procurement, storage, processing, cooking and consumption of food materials of animals, vegetable or synthetic origin which are intended for and are used by residents, for the refreshment or sustenance of human beings or animals. For those declining recycling services, items listed as recycling below may also be considered solid waste. Solid waste shall not include household hazardous waste such as wet paint, pesticides, strong cleaning agents, tires, auto batteries, and combustibles of all kinds. Solid waste shall not include ashes stored in ash pits, parts of trees, bushes and soil, mortar, plaster, concrete, bricks, stone, gravel, sand and all waste or leftover materials resulting from grading, excavation, construction, alteration, repair or wrecking of buildings, structures, walls, roofs, roads, streets, walks or other facilities and such items of rubbish whose weight, size, dimension, and shape require more than one able-bodied person for removal.

Potential Recyclables means the following –

Containers:

- Aluminum and metal food cans
- Aluminum trays and foil
- Aseptic packaging and gable top containers (milk and juice cartons)
- Steel cans and tins

Plastics:

- PET soda, milk, water, and flavored beverage bottles (#1 clear and green plastic resin)
- HDPE detergent and fabric softener containers (#2 colored plastic resin)
- PVC narrow neck containers only (#3 plastic resin); examples include health and beauty aid products, household cleaners
- LDPE grocery containers (#4 plastic resin); examples include margarine tubs, frozen dessert cups, six and twelve pack rings)
- PP grocery containers (#5 plastic resin); examples include yogurt cups, narrow neck syrup and ketchup bottles
- #7 plastic resin grocery – narrow neck containers only

Paper:

- Newspaper, including inserts (remove plastic sleeve)
- Magazines, catalogues and telephone books
- Kraft (brown paper) bags
- Office, computer, notebook and gift wrap paper
- Chipboard (cereal, cake and food mix boxes, gift boxes, etc.)
- Carrier stock (soda and beer can carrying cases)
- Junk mail and envelopes
- Paperback books (does not include hardcover books)
- Cardboard (no waxed cardboard)
- Telephone Books

Yard waste: Yard waste includes grass clippings, leaves, vines, hedges and shrub trimmings, tree trimmings, and tree limbs. Residents may bundle limbs with twine or rope (bundle dimensions must not exceed 3-feet in length and 18-inches in diameter.) Yard waste does not include dirt or rocks.

Large Household Items: Contractor will provide collection and disposal of one Large Household Item per residential unit per month free of charge on the residents first pickup day of the month. Residents are not required to contact the Contractor in advance of the pick-up day to notify the Contractor of the Large Household Item pick-up. Any additional Large Household Items placed at the curb will be subject to an additional fee as outlined in the schedule attached under this Scope of Services and will be billed directly to the resident by the Contractor. Large household items mean those items other than normal household trash including, but not limited to: appliances, furniture, and any other items which cannot be safely and conveniently loaded into a solid waste transportation vehicle. Specifically excluded are concrete and bricks, vehicle parts, tires, abandoned cars and car parts, whole trees, and construction materials.

8. **Special Pick-Ups** – shall be defined as large household items as defined above and any other items that cannot be disposed of at landfills, **not including hazardous waste**. Property owner must schedule the pick-up with the Contractor with at least

48-hours notice, prior to pick-up. Contractor shall provide a contact name, phone number and email address. This information will be placed on the City website for residents to contact regarding said pick ups. Each pick-up of this type will be billed to the resident directly by the Contractor. Construction materials generated by building contractors or residents are not a part of this pick-up. Building contractors or residents would be expected to secure roll-off service independent of this contract for pick-up of construction materials.

9. **Christmas Tree Disposal** – The Contractor will be required to pick up Christmas trees at the curb during the month of January on the resident’s regular yard waste collection day.
10. **Holiday Schedule** – The Contractors recognized holidays shall include New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Holidays move all days back one day for the remainder of the week, Friday pickup of Silver Lake will be on Saturday and missed pickups will be on Sunday.
11. **Collection Routes** – The Contractor shall establish routes for the collection of solid waste, yard waste, and recyclables. The Contractor’s collection schedule and collection routes shall be filed with the City Manager, or their designee as provided in writing.
12. **Collection Times** – No collection shall be made before 7:00 a.m. or after 7:00 p.m., except by express authorization of the designee of the City. No regular collections shall be made from any type of premises on weekends. Saturdays and Sundays may be permitted for special pickup events, missed pickups from the regular pickup day, and as makeup for holiday schedules.
13. **Residential Containers**
 - a. The City will provide all residential units with one 95-gallon solid waste container (or an alternative 65-gallon container if requested). All solid waste will be required to fit in the container for collection and disposal with the following exception. Residents may place up to 10 bags at the curb. The contractor understands that only 6 bags can fit into a 95 gallon cart and therefore residents may place up to 4 bags independent of a cart at the curb. Residents may purchase additional City-supplied containers for solid waste disposal and the Contractor will be required to collect and dispose of solid waste in those additional containers at no additional tipping charge.
 - b. If a resident participates in the single-stream commingled recycling program, all recyclable shall be stored in a 65-gallon container supplied by the City. Residents may purchase additional City-supplied containers for recycling and the Contractor will be required to collect and dispose of recyclables in those additional containers at no additional tipping charge. Unlike solid waste in ‘13(a)’, all recycling must be placed in a container.
 - c. Yard waste shall be stored in biodegradable paper bags supplied by the resident or bundled with twine or rope. Unlimited yard waste pickup will be provided by the contractor.
14. **Cleanliness** – In the collection of solid waste, yard waste, and recyclables, the Contractor and its employees shall not place the same upon or suffer the same to be

placed, or scattered upon any public place, or private street, alley, or drive, and agrees to replace any receptacle, can or lid damaged by it or its employees and upon collection leave the premises in a neat and clean condition. Contractor will not be allowed to transfer solid waste, recyclables, or yard waste from truck to truck in residential areas except where small pickup trucks are utilized in certain areas of the City and need to dispose their loads into a larger vehicle. Any locations within the City where Contractor intends to transfer solid waste, recyclables or yard waste from small pickup trucks to larger vehicles must be pre-approved by the City, in writing. In addition, the Contractor will not be allowed to store containers of any kind in common areas or in the City right-of-way. If an unsightly or unsanitary condition results from an action of the Contractor, the Contractor shall respond within four (4) hours of receipt to the satisfaction of the City.

15. **Contractor Report Daily** – The Contractor shall designate a supervisor for collection crews working within the City to assure the duties of such crews are completed per the contract between the City and the Contractor. On days of collection, at least once daily in the a.m. and a second time in the p.m., a responsible representative of the Contractor shall make a written report to the City designee to receive any complaints regarding said collection service. In addition, the supervisor must be accessible via a cell phone between the hours of 7:00 a.m. and 7:00 p.m. on days when collections are made in the City. The cellphone number shall be available to the City designee of the City for direct contact but not for use by the general public.
16. **Customer Service Standards** – All complaints received by the Contractor or the City before noon shall be resolved by 7:00 p.m. on the day the complaint was received by Contractor. All complaints received by Contractor after noon shall be resolved by noon the following day. If a pickup is missed and confirmed between the City and Contractor fails to resolve the complaint within the timeframes allowed, a penalty of \$150.00, for each unit missed, will be assessed and deducted from the Contractor's billing. The Contractor shall maintain a daily log of all complaints received and the time that the complaint was resolved. The Contractor shall provide a monthly report to the City, which will include copies of the daily reports of complaints and resolutions for the prior month.
 - a. The City will be the sole judge as to the sufficiency of the work performed by Contractor.
 - b. In the event of an emergency or failure by the Contractor to be able to adequately perform residential waste collection services, the Contractor shall immediately contact the City designee of the City. If a live voice-to-voice conversation is not possible, the Contractor shall contact the Police Department for the City. The Contractor shall follow the instructions of the City to ensure the public health, safety and welfare of the City.
17. **Customer Service Center** – The Contractor will operate and maintain a Customer Service Center with the following minimum standards; 1) open between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, during such time, all calls must be answered by Customer Service Representatives; 2) during all other times, calls to the Customer Service Center will be received by an answering service or machine; 3) Those calls received by an answering service or machine must be returned before the close of business the same day or by noon the following day if received after 5 p.m. - including calls received Friday evening/night and Saturday; 4) the Contractor shall implement procedures approved by the City whereby complaints can be received via

e-mail and website. Written confirmation of receipt or resolution will be provided to the resident by the close of business the same day or by noon the following day if received after 5 p.m. including Friday evening/night and Saturday.

18. **Insurance** – The Contractor shall provide a certificate of insurance which shall indemnify and hold harmless the City from any liability, claim, damage or cause of action which may be sustained by or asserted against the City, directly or indirectly, or in any manner arising out of the performance or failure or performance on the part of the Contractor, and shall cover each vehicle used in the work covered by this agreement. The General Terms and Conditions section in Appendix C of this contract outline the specifics of the coverage to be provided. The insurance shall be maintained in force during the term of this contract. Said insurance shall be carried in a firm or corporation satisfactory by the City and duly licensed or permitted to carry on such business in the State of Missouri and the City. Such insurance policy or policies shall be filed with the City together with the certificate of the insurer that the policy or policies are in full force and effect and that same will not be altered, amended, or terminated without sixty (60) days prior written notice having been given the City. All certificates of insurance shall specifically list the City as an additional insured with respect to the policies related to the specifications and this contract.
19. **Laws** – The Contractor will be required to obtain all licenses and permits and comply with all ordinances provided in the City of Raymore Code of Ordinances. The Contractor shall at all times comply with all ordinances and regulations of Cass County, and any rules and regulations issued by the State of Missouri.
20. **Volume Report** – Prior to the fifteenth of each month, the Contractor shall complete the trash/recycling/yard waste monthly volume report for the prior month. No payment shall be sent to the Contractor where the City pays the bill unless the volume report is current and submitted in the format used on the attached Proposal Form G.
21. **Administration and Billing** - Pricing should assume that the City will be responsible for the billing component to the residents of the City. The Contractor will send a single monthly bill to the City and be paid within 30 days of the receipt of such bill. Base charge billing will be handled by City staff. Special pickups priced separately from the base pricing will be billed by the Contractor directly to the residential customer. The City will grant the successful bidder the exclusive franchise for a period of three years to provide these services to the City residents.

REQUIRED SERVICES TO BE PROVIDED

The Contractor shall have the responsibility to collect, haul and dispose of all household trash, recyclable and yard waste between 7:00 a.m. and 7:00 p.m. These items will be collected in properly identified trucks. ("Properly identified trucks" means the name, address, and phone number of the Contractor and designation of the type of material being collected must be displayed on the truck.) All these services, vehicles, equipment, and collected materials, as described below, are to comply with Missouri Solid Waste Law and local City and County regulations.

- a) Solid waste is to be picked up once a week in City-supplied containers or up to four bags placed at the curb line from residential dwelling units (as defined on page 15).
- b) Recyclables as listed in the schedule in '7' of this section are to be picked up once a

week in City-supplied containers from the curb line of residents who have subscribed for recycling services.

- c) Yard waste is to be picked up once a week in biodegradable paper bags. Limbs can be bundled and placed at the curb for pick-up. Limbs/bushes will be securely bundled in less than 18 inches diameter. Maximum length is to be less than 36 inches and not more than forty (40) pounds in weight. Christmas tree pickup available in January each year. Christmas trees should be cut in half if the length is more than 8 feet. All tinsel, lights and ornaments must be removed from Christmas trees.
- d) A single large household item is to be collected at the curb line of the residential dwelling once a month on the residents first pickup day of the month. Additional Large Household Items can be collected on an on-call basis. The resident will need to call or email the Contractor with his/her address so the Contractor can schedule a pick-up 48- hours in advance. Charges for the service will be billed directly to the resident by the Contractor.

PRICING

Monthly charge for curbside pickup of solid waste and yard waste:
\$15.14 per residential dwelling unit

Monthly charge for curbside pickup of single-stream commingled recycling and delivery to a pre-approved recycling center or facility as submitted to the City by the contractor:
\$5.59 per residential dwelling unit

Charge to residential customer for each Special Pick-Up as defined in Section '8' of this contract:

See schedule "Special Pickup Pricing" attached within the submittal by Constable Sanitation.

OTHER ELEMENTS

All elements as outlined in the submittal by Constable Sanitation attached are hereby incorporated as part of this contract and its obligations.

**APPENDIX B
CONSUMER PRICE INDEX**

The Contractor will use the "Consumer Price Index" for Garbage and Trash Collection Series ID CUUR0000SEHG02 12-month average to calculate the proposed renewal rate for solid waste and yard waste collection and disposal.

The Contractor will separately use the same index to calculate the proposed renewal rate for the subscription single-stream commingled recycling services.

APPENDIX C GENERAL TERMS AND CONDITIONS

A. Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the City designee or their authorized representative(s). The Contractor shall not comply with requests and/or orders issued by any other person. The City designee will designate 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 July, 2023. The City desires to enter into a contract for three (3) years with two (2) automatic extensions of one (1) year each for a total of five (5) years. The awarded Contractor shall agree to offer the prices and the terms and conditions offered herein to the City.

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 by the Bidder/Contractor, its agents, representatives, employees or subcontractors. The City shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). A Certificate of Insurance will be required within ten (10) calendar days from the date of receipt of the Notice of Award. Claims made on policies must be enforced or that coverage purchased for three (3) years after contract completion date.

General Liability: Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability forms including Product/Completed Operations.

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
- \$ 50,000 Fire Damage Limit

Excess/Umbrella Liability

- \$5,000,000 Each Occurrence
- \$5,000,000 Aggregate

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
- \$1,000,000 Each Occurrence Limit
- \$5,000 Medical Expense Limit

Workers' Compensation: Limit as required by the Workers' Compensation Act of

Missouri, Employers Liability:
\$1,000,000 from a single carrier.

D. Hold Harmless Clause

The Bidder/Contractor shall, during the term of the agreement including any warranty period, indemnify, defend, and hold harmless the City, 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. Contractor agrees that this clause shall include claims involving infringement of patent or copyright.

E. Exemption from Taxes

The City 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, disabilities, or sexual orientation except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

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

G. Invoicing

The Contractor shall submit invoices to the City, in duplicate, for services outlined above in Appendix A on a monthly basis.

H. Notice

Except as may be otherwise specifically required herein, all notices to be given according to this agreement shall be in writing and may be given, served or made by delivery in person to the addressee, or by facsimile or email, or by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested, or by hand-delivery provided by a bonded and insured courier operating in the Kansas City Metropolitan Area. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this agreement from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to City:

City of Raymore, Missouri
Attn: Jim Feuerborn, City Manager
100 Municipal Circle
Raymore, MO 64083

If to Contractor:

Constable Sanitation, Inc.
Attn: George Constable, President
2050 SE Hamblen Road
Lee's Summit, MO 64063

I. Educational Materials

Contractor shall assist and cooperate with City in the delivery of any educational or information materials regarding the costs, charges, provision of services, scheduling of pickups for regular, bulk, recyclable, or yard waste and any other services provided by Contractor under the terms of this contract. City may utilize postings on social media, mass mailing via U.S. Postal Service, inclusion of materials in the monthly billing statements to customers, door hangers or posting on the City web-site to complete the delivery of educational or information materials and may utilize any one or more of the foregoing options at its sole discretion.

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 law and the laws of the State of Missouri. All work performed shall be in compliance with all applicable City codes.

L. Drug/Crime Free Workplace

Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents performing services on City 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 in addition to any criminal penalties that may result from such conduct.

M. Escalation of Fees

After the initial contract year, the Consumer Price Index (series may be used to determine any increases that would occur for the following years. The City shall be

notified by April 1 each year of any increases that may occur and shall be provided with the completed Consumer Price Index calculations as shown on the example in Appendix B. If not notified by said date the price would hold for the next year.

N. Permits

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

O. Rejection of Bids

The City reserves the right to reject any or all proposals and to waive informalities or deficiencies therein. The City further reserves the right to negotiate with any and all bidders or others for more favorable terms or prices including alternates to the bond, and to award the contract to other than the bidder submitting the lowest cost bid proposal, with or without negotiation and to determine which is the lowest best and most responsive bid, and to select the bid deemed most advantageous to the City.

P. Release of Information

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

Q. Bid Bond

A bid bond or certified check from a surety or bank, acceptable to the Purchasing Specialist of Raymore, in the amount of \$5,000.00 must accompany each proposal. An unacceptable bid security may be cause for rejection of the proposal by the City of Raymore. No bidder may withdraw his bid for a period of sixty (60) days after the date of opening of bids.

R. 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 \$200,000, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents for a period of sixty (60) days, 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 of Missouri. 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.

S. 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 \$200,000,

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 for a period of sixty (60) days. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Missouri. The expense of this bond shall be borne by the Contractor. If 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.

T. 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.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: June 26, 2023

SUBMITTED BY: Ryan Murdock

DEPARTMENT: Administration

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

TITLE / ISSUE / REQUEST

Bill 3827: Amending City Code Chapter 610 Peddlers, Solicitors, and Canvassers

STRATEGIC PLAN GOAL/STRATEGY

4.1.3 Continuously improve the City's governance processes

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

City staff have identified possible code changes within Chapter 610 of the Raymore City Code of Ordinances to optimize the interactions between peddlers, solicitors, canvassers and the residents of Raymore. These changes will help clarify existing practices while encouraging more positive interactions among peddlers, solicitors and canvassers when engaging the residents of Raymore.

BILL 3827

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING CHAPTER 610 OF THE RAYMORE CITY CODE OF ORDINANCES."

WHEREAS, Chapter 610 of the Raymore City Code of Ordinances outlines requirements of peddlers, solicitors, and canvassers in the City of Raymore; and,

WHEREAS, the Raymore City Council desires to prevent undue annoyance of City residents by peddlers, solicitors, and canvassers; and,

WHEREAS, the Raymore City Council desires to maximize the first amendment rights of peddlers, solicitors, and canvassers, as well as the right of City residents to be secure in their homes.

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

Section 1. Chapter 610 of the City Code of Ordinance is hereby amended as follows:

Chapter 610 PEDDLERS, SOLICITORS, AND CANVASSERS

Section 610.010. Definitions.

Section 610.020. Permit Required.

Section 610.025. Prohibited Actions.

Section 610.030. Misdemeanor Offense.

Section 610.040. Application For Permit.

Section 610.050. Enforcement By Police.

Section 610.060. Records Of Violations.

Section 610.070. Occupation License Required.

Section 610.080. Fees Generally.

Section 610.090. Hours Of Operation.

Section 610.100. Permit Non-Transferable.

Section 610.110. Use Of Streets-Public Areas And City Sponsored Events.

Section 610.120. Loud Noises And Speaking Devices.

Section 610.130. Sales Near Churches, Schools, Assemblies.

Section 610.140. Revocation Of Permit.

Section 610.150. Appeal.

Section 610.160. Expiration Of Permits.

Section 610.010. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

CANVASSER – A person who attempts to make personal contact with a resident at their residence without prior specific invitation or appointment from the resident, for the primary purpose of attempting to enlist support for or against a particular religion, philosophy, ideology, political party, issue or candidate, even if incidental to such purpose the canvasser accepts the donation of money for or against such cause.

SOLICITOR — A person who attempts to make personal contact with a resident at their residence without prior specific invitation or appointment from the resident, for the primary purpose of attempting to obtain a donation to a particular patriotic, philanthropic, social service, welfare, benevolent, educational, civic, fraternal, charitable, political or religious purpose, even if incidental to such purpose there is the sale of some good or service. Solicitor shall not mean a student of an educational institution or member of a non-profit organization who attempts to make personal contact with a resident at their residence without prior specific invitation or appointment from the resident, for the primary purpose of attempting to obtain a donation or tax deductible purchase (in whole or in part) as part of a fundraising activity for the benefit of an educational program or non-profit organization.

PEDDLER — A person who attempts to sell a good or service, for profit to their principal, or seeks a donation for any cause of a profit-making or commercial character. Peddler shall not mean a student of an educational institution who attempts to make personal contact with a resident at their residence without prior specific invitation or appointment from the resident, for the primary purpose of attempting to sell a good or service as a fundraising activity for the benefit of an educational program or non-profit organization.

Section 610.020. Permit Required.

It shall be unlawful within the corporate limits of the City for any person to engage in any act as a peddler or solicitor as defined in Section 610.010 of this Code without first obtaining from the City, a permit in accordance with the provisions of this Chapter. Peddlers and solicitors must display their permit in a visible location on their person to the public and law enforcement officers at all times.

Section 610.025. Prohibited Actions.

No peddler, solicitor, or canvasser shall:

- A. Enter or remain on private property where they have reason to believe that the residents thereof have indicated the solicitor, peddler, or canvasser is not welcome;
- B. Make an uninvited entry into a resident's home;
- C. Refuse to discontinue their attempts at peddling, soliciting or canvassing when requested by a hearer to do so, when on private property occupied by the hearer; or

- D. Enter upon any private property, knowing or having reason to believe that the owner or occupants do not desire to receive messages from any peddler, solicitor, or canvasser either by a posted sign or otherwise.

Section 610.030. Misdemeanor Offense.

Any peddler, solicitor or canvasser who violates any terms or provisions of this Chapter 610, shall be guilty of a misdemeanor and shall be subject to the penalty provisions of Section 100.220 of the City Code of Ordinances.

Section 610.040. Application For Permit.

Applicants for permits under this Chapter must file with the Chief of Police a sworn application in writing on a form to be furnished by the Police Department.

Section 610.050. Enforcement By Police.

It shall be the duty of any Law Enforcement Officer of the City to require any person seen peddling or soliciting, and who is not known by such officer to be duly permitted, to produce their permit and to enforce the provisions of this Chapter against any person found to be violating the same.

Section 610.060. Records Of Violations.

The Chief of Police shall maintain a record for each permit issued and the reports of violation(s).

Section 610.070. Occupation License Required.

In addition to the permit required by Section 610.020 above, any peddler or solicitor, regardless of sale, shall be required to obtain an occupation license pursuant to Chapter 605 of the City Code of Ordinances unless otherwise exempted.

Section 610.080. Fees Generally.

The fees for any permits that may be issued under the provisions of this Chapter as approved by the Governing Body and listed in the Schedule of Fees and Charges maintained in the Finance Department.

Section 610.090. Hours Of Operation.

It shall be unlawful for any peddler, solicitor, and/or canvasser to engage in peddling, soliciting, and/or canvassing within the City between the hours of 7:00 P.M. and 9:00 A.M. It shall be unlawful for any peddler or solicitor to engage in peddling and/or soliciting at any time on Sundays, except by specific appointment with or by invitation from the prospective customer/recipient/hearer.

Section 610.100. Permit Non-Transferable.

No permit issued under this Chapter shall be transferable or assignable.

Section 610.110. Use Of Streets-Public Areas And City Sponsored Events.

- A. Except as may be provided herein for vendor spaces at City sponsored events, no peddler or solicitor shall have any exclusive right to any location in the streets or public areas of the City, nor shall any be permitted a stationary location, nor shall they be permitted to operate in any congested area where their operations might impede or inconvenience the public. For the purpose of this Chapter, the judgment of a Law Enforcement Officer, exercised in good faith, shall be deemed conclusive as to whether the area is congested or the public impeded or inconvenienced.
- B. No peddler or solicitor shall be permitted to operate within one hundred (100) feet outside of the identified entrance to a City sponsored event.
- C. No peddler or solicitor shall be permitted to operate within a City sponsored event where vendor spaces are allocated, unless such peddler or solicitor shall have acquired a vendor space for the same and any permits required by Chapter 605 and Chapter 610 of the City Code of Ordinances. A peddler or solicitor who has acquired a vendor space at a City sponsored event shall operate from within their vendor space only.

Section 610.120. Loud Noises And Speaking Devices.

No peddler, solicitor, or canvasser, nor any person acting on their behalf, shall violate any portion of Chapter 280, Noise and Peace Disturbance Standards, of the City Code.

Section 610.130. Sales Near Churches, Schools, Assemblies.

It shall be unlawful for any peddler or solicitor to sell or attempt to sell within one thousand (1,000) feet from any school, church, or public assembly while the same is in session and for thirty (30) minutes before and after said assembly or session.

Section 610.140. Revocation Of Permit.

Permits issued under the provisions of this Chapter may be revoked by the Chief of Police for any of the following causes:

- A. Fraud, misrepresentation, or false statement contained in the application for permit or occupation license.
- B. Fraud, misrepresentation, or false statement made in the course of carrying on their business as a peddler or solicitor.
- C. Any violation of this Chapter and/or Chapter 605.
- D. Conviction of any crime or misdemeanor involving moral turpitude.
- E. Conducting the business of peddling or soliciting in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety, or general welfare of the public.

Section 610.150. Appeal.

In the event of a denial of a permit or a revocation of a permit by the Chief of Police, the applicant may file an appeal to the City Manager. Such appeal shall be heard within forty-eight (48) hours of the date and time the appeal was

filed with the City Manager. The City Manager shall make the decision and shall set forth the grounds for granting or denying the appeal.

Section 610.160. Expiration Of Permits.

Any permit issued pursuant to this Chapter 610 shall expire thirty (30) days after the date of issuance.

Section 2. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor’s signature and attestation by the City Clerk.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 26TH DAY OF JUNE, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 10TH DAY OF JULY, 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

NO PEDDLERS NO SOLICITORS

Any attempt to make contact at this residence is
a violation of Raymore Municipal Code 610.025

Violators will be reported to the Raymore Police
Department



RAYMORE
come home to **more**

RAYMORE, MISSOURI



New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: June 26, 2023

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Bill 3819: Easement Vacation - Lot 412, Westbrook 15th Final Plat

STRATEGIC PLAN GOAL/STRATEGY

3.2.4 Provide quality, diverse housing options that meet the needs of our community

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Plot Plan

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Jody Latham, representing Cooper Land Development, has requested the vacation of an existing side and rear-yard utility easement located on Lot 412 within the Westbrook at Creekmoor 15th Plat for the purposes of replatting Lots 412 and 415.

The request would allow for a new plat to be submitted with a revised property line and new utility easement.

BILL 3819

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, VACATING PORTIONS OF THE SIDE AND REAR-YARD UTILITY EASEMENTS LOCATED ON LOT 412 IN THE WESTBROOK AT CREEKMOOR FIFTEENTH PLAT FOR THE PURPOSES OF REPLATTING LOT 412, WESTBROOK FIFTEENTH PLAT, RAYMORE, CASS COUNTY, MISSOURI.”

WHEREAS, the City Council held a public hearing regarding the proposed easement vacation on June 26, 2023, after notice of said hearing was published in a newspaper of general circulation in the City at least 15 days prior to said hearing; and,

WHEREAS, following all testimony and upon due consideration and deliberation, the City Council has determined that the proposed easement vacation is in the best interest of the City.

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

Section 1. The City Council vacates the portions of the side and rear-yard utility easements generally located in the southwest corner of the following described property as depicted on the attached Exhibit A:

Lot 412, Westbrook at Creekmoor 15th Plat, Raymore, Cass County, Missouri

Section 2. The City Council hereby makes the findings of fact and accepts the recommendation of the City Staff.

Section 3. Reversionary Rights. The statutory right of reversion in the owners of the abutting property is hereby confirmed, as is provided by the laws of the State of Missouri, and the Mayor and the Clerk of the City are hereby authorized to execute all necessary instruments required to confirm the reversionary rights of the owners of property abutting on the area vacated, as described in Section 1 of this Ordinance.

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 10TH DAY OF JULY, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 24TH DAY OF JULY, 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



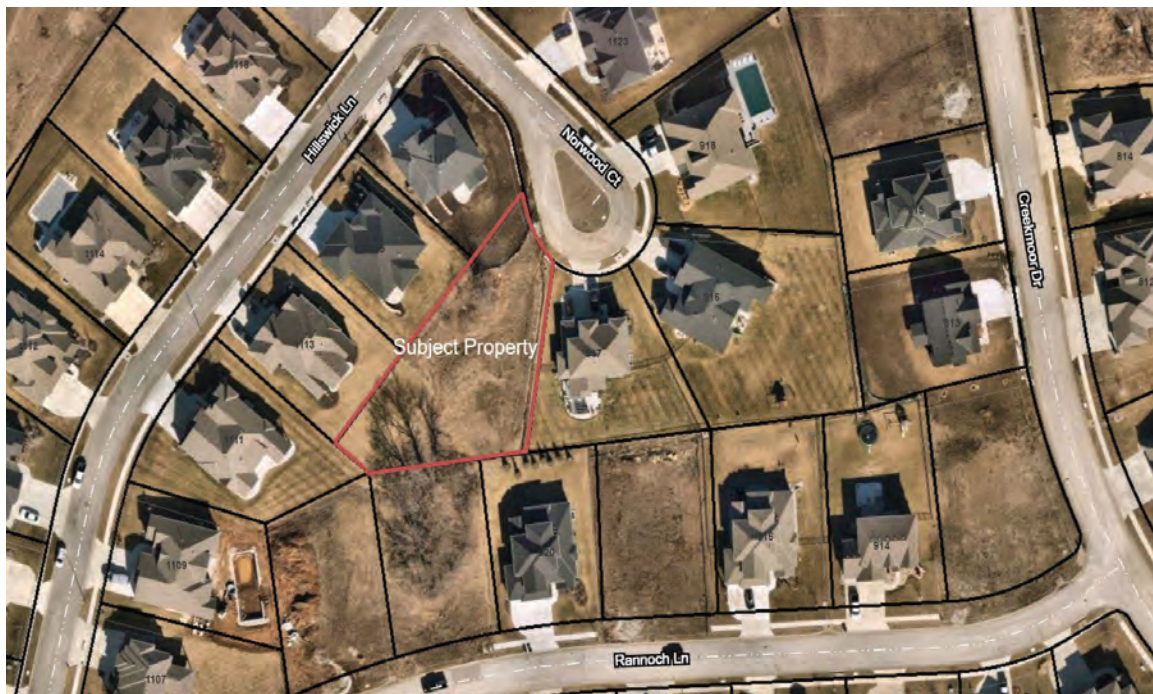
To: City Council
From: City Staff
Date: June 26, 2023
Re: Case #23025 Lot 412 Westbrook at Creekmoor 15th Plat - Utility Easement Vacation

GENERAL INFORMATION

**Applicant/
Property Owner:** Jody Latham
Cooper Land Development
903 N. 47th St.
Rogers, AR 72756

Property Location: Lot 412, Westbrook at Creekmoor 15th Plat

2023 Aerial:



Site Photograph:



View looking southwest from Norwood Ct.

Requested Action: To vacate a portion of the existing 25' Utility Easement located in the southwest corner of the existing twenty-five foot (25') utility easement located in the rear yard of the property.

Existing Zoning: "PUD" Planned Unit Development

Growth Management Plan: The Future Land Use Plan Map contained in the Growth Management Plan identifies this property as appropriate for Low-Density Residential development.

Major Street Plan: The Major Thoroughfare Plan Map contained in the Growth Management Plan classifies Hillswick Ln as a Local Road.

Legal Description: Westbrook at Creekmoor, 15th Plat, Lot 412

Advertisement: June 7, 2023 **North Cass Herald** newspaper

Public Hearing: June 26, 2023 City Council

Items of Record: **Exhibit 1. Notice of Publication**
Exhibit 2. Unified Development Code
Exhibit 3. Application

Exhibit 4. Growth Management Plan
Exhibit 5. Staff Report
Exhibit 6. Plot Plan

Additional exhibits as presented during hearing

EASEMENT VACATION REQUIREMENTS

The following sections of the Unified Development Code are applicable to this application:

1. Section 470.170: Vacation of Streets, Easements or Plats
2. Section 470.170 (A) states:
“No vacation may take place unless the consent of the persons owning two-thirds of the property immediately adjoining thereto is obtained in writing.”
3. The Unified Development Code authorizes the Development Services Director to determine if it would be advisable to obtain the recommendation of the Planning and Zoning Commission concerning a vacation application prior to the required public hearing before the City Council.
4. The City Council may approve the application if it determines from the evidence that:
 - a. due and legal notice has been given by publication as required herein;
 - b. no private rights will be injured or endangered by the vacation;
 - c. the proposed vacation is not contrary to the Growth Management Plan or any other transportation plans for the City; and
 - d. the public will suffer no loss or inconvenience thereby and that in justice to the applicant or applicants the application should be granted.

PREVIOUS PLANNING ACTIONS ON OR NEAR THE PROPERTY

1. The Westbrook at Creekmoor Fifteenth Plat was approved by the City of Raymore on January 18, 2019.
2. The subject property remains an undeveloped lot.
3. City Council voted to unanimously approve the Vacation of Easement at 1109 Hillswick Ln. on December 12, 2022.

STAFF COMMENTS

1. All of the lots on the east side of Hillswick Ln have a twenty-five foot wide rear yard easement.
2. Evergy has electric utilities located in the front-yard easement area.
3. The City Sanitary Sewer main is located in the front yard easement area.
4. The City water main is located on the west side of Hillswick Ln.
5. Staff notified all utility companies that may have facilities in the easement, and no objections were received.
6. There are not any conflicting utilities located in the rear yard.
7. City Staff has had several requests for Vacation of Easements in the Creekmoor Subdivision. This request is different in that the applicant is seeking to vacate the entire easement.
8. An application for easement vacation has also been filed for Lot 415 in the Westbrook at Creekmoor 15th plat (commonly known as 1113 Hillswick Ln.) west of the subject property, to allow for property lines to be adjusted between both properties. If approved, the applicant, and the adjoining property owner will submit a revised plat showing adjusted property lines and new utility easements.

STAFF PROPOSED FINDINGS OF FACT

Under Section 470.170 of the Unified Development Code, the City Council is directed concerning its actions in dealing with a request to vacate a portion of a utility easement. Under 470.170 (C) (3) the City Council may approve the application if it determines from the evidence that:

- 1. due and legal notice has been given by publication as required herein;**

Legal notice of the request was published in the North Cass Herald on June 7, 2023.

- 2. no private rights will be injured or endangered by the vacation;**

The proposed vacation will not injure or endanger any private rights.

- 3. the proposed vacation is not contrary to the Growth Management Plan or any other transportation plans for the City; and**

The proposed vacation is not contrary to the Growth Management Plan or any other transportation plans for the City.

- 4. the public will suffer no loss or inconvenience thereby and that in justice to the applicant or applicants the application should be granted.**

The public will not suffer any loss or inconvenience by the reduction in the easement.

REVIEW OF INFORMATION AND SCHEDULE

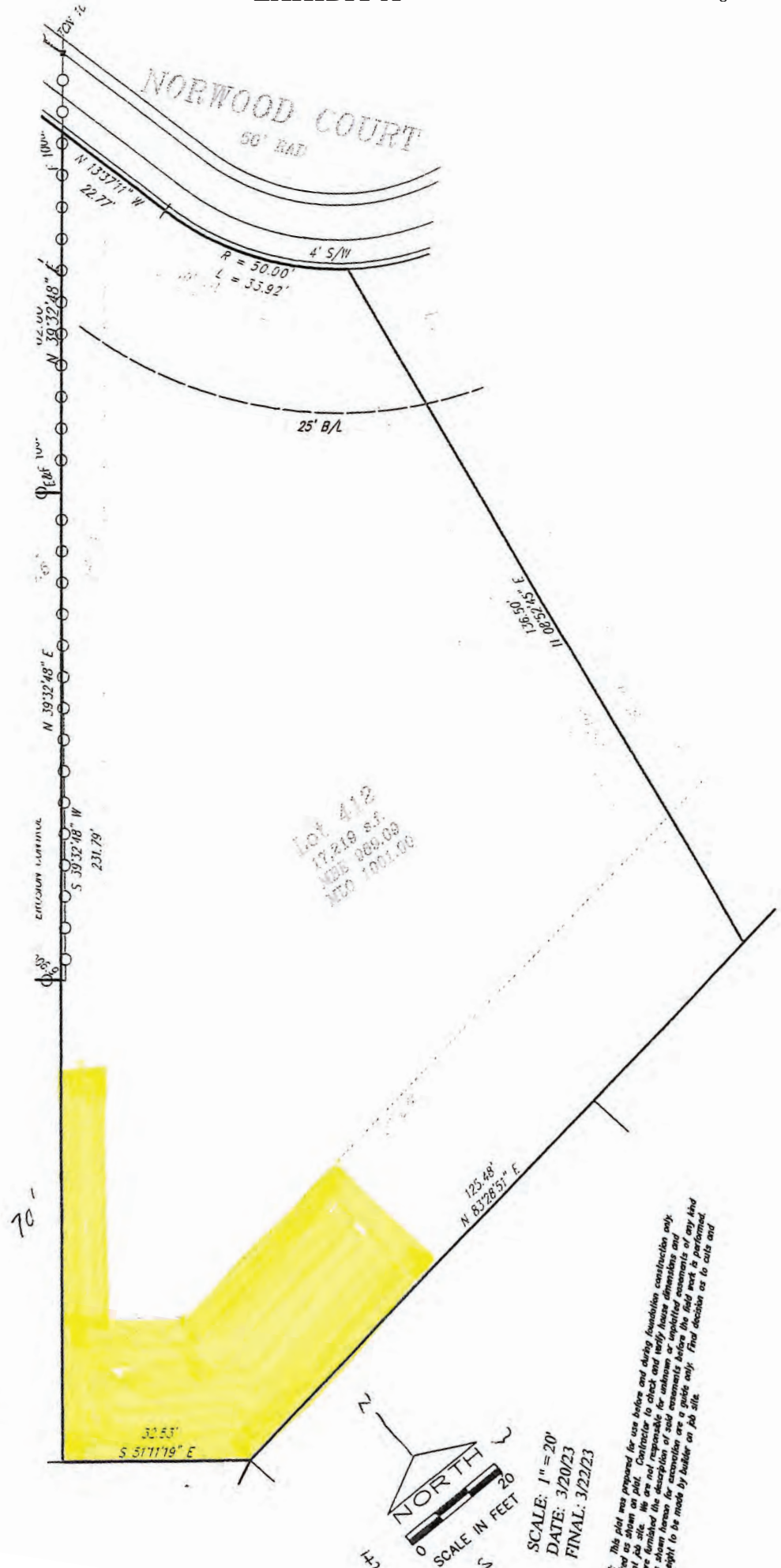
<u>Action</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Public Hearing	June 26, 2023	July 10, 2023

STAFF RECOMMENDATION

City Staff has reviewed the application and has determined the request to vacate a portion of the southwest corner of the existing 25' Utility Easement located in the rear yard is justified as the adjacent property (1113 Hillswick Ln.) is also seeking an easement vacation that will allow the property lines to be properly adjusted, and new utility easements granted following the adjustment of the property lines. Staff recommends that the City Council approve Case #23025 - Lot 412 Westbrook at Creekmoor 15th Plat - Utility Easement Vacation.

EXHIBIT A

ORDERED BY: Allure Luxury Homes
ADDRESS: 919 Norwood Court
DESCRIPTION: Lot 412, WESTBROOK AT CREEKMOOR-FIFTEENTH PLAT, A subdivision in Raymore, Cass County, Missouri.
Lot Square Footage: 17,219 s.f.
House Footprint:



NOTE: This plan was prepared for use before and during foundation construction only. It is not intended to be used for any other purpose. We are not responsible for unknown or unshown items. All dimensions are as shown on this plan. Final decision as to call and



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: June 26, 2023

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Bill 3820: Easement Vacation - Lot 415, Westbrook 15th Final Plat

STRATEGIC PLAN GOAL/STRATEGY

3.2.4 Provide quality, diverse housing options that meet the needs of our community

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Plot Plan

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Bryan Hansen, owner of the property located at 1113 Hillswick Lane (Lot 415, Westbrook 15th Plat), has requested the vacation of an existing 25' rear-yard utility easement located on Lot 415 within the Westbrook at Creekmoor 15th Plat for the purposes of replatting Lots 412 and 415.

The request would allow for a new plat to be submitted with a revised property line and new utility easement.

BILL 3820

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, VACATING AN EXISTING TWENTY-FIVE FOOT REAR-YARD UTILITY EASEMENT LOCATED ON LOT 415 IN THE WESTBROOK AT CREEKMOOR 15TH PLAT FOR THE PURPOSES OF REPLATTING LOT 415, WESTBROOK FIFTEENTH PLAT, RAYMORE, CASS COUNTY, MISSOURI.”

WHEREAS, the City Council held a public hearing regarding the proposed easement vacation on June 26, 2023, after notice of said hearing was published in a newspaper of general circulation in the City at least 15 days prior to said hearing; and,

WHEREAS, following all testimony and upon due consideration and deliberation, the City Council has determined that the proposed easement vacation is in the best interest of the City.

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

Section 1. The City Council vacates the existing twenty-five foot (25') rear-yard utility easement located in the southeast corner of the following described property:

Lot 415, Westbrook at Creekmoor 15th Plat, commonly known as 1113 Hillswick Lane, Raymore, Cass County, Missouri

Section 2. The City Council hereby makes the findings of fact and accepts the recommendation of the City Staff.

Section 3. Reversionary Rights. The statutory right of reversion in the owners of the abutting property is hereby confirmed, as is provided by the laws of the State of Missouri, and the Mayor and the Clerk of the City are hereby authorized to execute all necessary instruments required to confirm the reversionary rights of the owners of property abutting on the area vacated, as described in Section 1 of this Ordinance.

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 10TH DAY OF JULY, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 24TH DAY OF JULY, 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



To: City Council
From: City Staff
Date: June 26, 2023
Re: Case #23024 1113 Hillswick Ln. - Utility Easement Vacation

GENERAL INFORMATION

**Applicant/
Property Owner:** Bryan and Christina Hansen
1113 Hillswick Ln.
Raymore, MO 64083

Property Location: 1113 Hillswick Ln.

2023 Aerial:



Site Photograph:



View looking east from Hillswick Ln.



View looking southwest from Lot 412 (adjacent lot)

Requested Action: To vacate the entirety of the existing twenty-five foot (25') utility easement located in the rear yard of the property.

Existing Zoning: "PUD" Planned Unit Development

Growth Management Plan: The Future Land Use Plan Map contained in the Growth Management Plan identifies this property as appropriate for Low-Density Residential development.

Major Street Plan: The Major Thoroughfare Plan Map contained in the Growth Management Plan classifies Hillswick Ln as a Local Road.

Legal Description: Westbrook at Creekmoor, 15th Plat, Lot 415

Advertisement: June 7, 2023 **North Cass Herald** newspaper

Public Hearing: June 26, 2023 City Council

Items of Record: **Exhibit 1. Notice of Publication**
Exhibit 2. Unified Development Code
Exhibit 3. Application
Exhibit 4. Growth Management Plan
Exhibit 5. Staff Report
Exhibit 6. Plot Plan

Additional exhibits as presented during hearing

EASEMENT VACATION REQUIREMENTS

The following sections of the Unified Development Code are applicable to this application:

1. Section 470.170: Vacation of Streets, Easements or Plats
2. Section 470.170 (A) states:
"No vacation may take place unless the consent of the persons owning two-thirds of the property immediately adjoining thereto is obtained in writing."
3. The Unified Development Code authorizes the Development Services Director to determine if it would be advisable to obtain the recommendation of the Planning and Zoning Commission concerning a vacation application prior to the required public hearing before the City Council.

4. The City Council may approve the application if it determines from the evidence that:
 - a. due and legal notice has been given by publication as required herein;
 - b. no private rights will be injured or endangered by the vacation;
 - c. the proposed vacation is not contrary to the Growth Management Plan or any other transportation plans for the City; and
 - d. the public will suffer no loss or inconvenience thereby and that in justice to the applicant or applicants the application should be granted.

PREVIOUS PLANNING ACTIONS ON OR NEAR THE PROPERTY

1. The Westbrook at Creekmoor Fifteenth Plat was approved by the City of Raymore on January 18, 2019.
2. A Certificate of Occupancy was issued for the subject property on April 21, 2021.
3. City Council voted to unanimously approve the Vacation of Easement at 1109 Hillswick Ln. on December 12, 2022.

STAFF COMMENTS

1. All of the lots on the east side of Hillswick Ln have a twenty-five foot wide rear yard easement.
2. Evergy has electric utilities located in the front-yard easement area.
3. The City Sanitary Sewer main is located in the front yard easement area.
4. The City water main is located on the west side of Hillswick Ln.
5. Staff notified all utility companies that may have facilities in the easement, and no objections were received.
6. There are not any conflicting utilities located in the rear yard.
7. City Staff has had several requests for Vacation of Easements in the Creekmoor Subdivision. This request is different in that the applicant is seeking to vacate the entire easement.
8. An application for easement vacation has also been filed for Lot 412 in the Westbrook at Creekmoor 15th plat, southeast of the subject property, to allow for property lines to be adjusted between both properties. If

approved, the applicant, and the adjoining property owner will submit a revised plat showing adjusted property lines and new utility easements.

STAFF PROPOSED FINDINGS OF FACT

Under Section 470.170 of the Unified Development Code, the City Council is directed concerning its actions in dealing with a request to vacate a portion of a utility easement. Under 470.170 (C) (3) the City Council may approve the application if it determines from the evidence that:

- 1. due and legal notice has been given by publication as required herein;**

Legal notice of the request was published in the North Cass Herald on June 7, 2023.

- 2. no private rights will be injured or endangered by the vacation;**

The proposed vacation will not injure or endanger any private rights.

- 3. the proposed vacation is not contrary to the Growth Management Plan or any other transportation plans for the City; and**

The proposed vacation is not contrary to the Growth Management Plan or any other transportation plans for the City.

- 4. the public will suffer no loss or inconvenience thereby and that in justice to the applicant or applicants the application should be granted.**

The public will not suffer any loss or inconvenience by the reduction in the easement.

REVIEW OF INFORMATION AND SCHEDULE

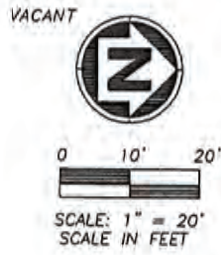
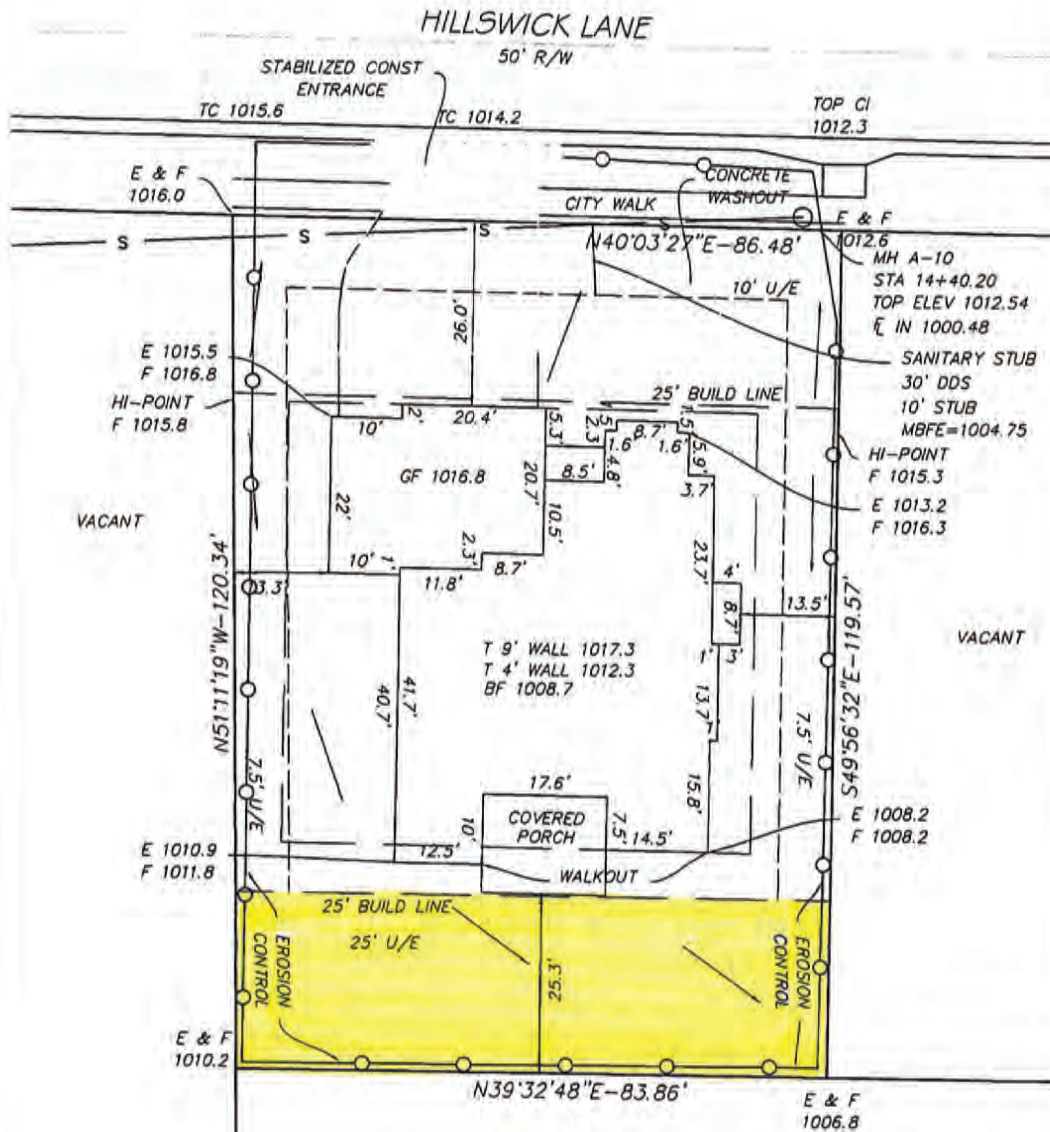
<u>Action</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Public Hearing	June 26, 2023	July 10, 2023

STAFF RECOMMENDATION

City Staff has reviewed the application and has determined the request to vacate the entire existing 25' Utility Easement is justified as the adjacent property (Lot 412) is also seeking an easement vacation that will allow the property lines to be properly adjusted, and new utility easements granted following the adjustment of the property lines. Staff recommends that the City Council approve Case #23024 - 1113 Hillswick Ln. - Utility Easement Vacation.

PLOT PLAN

LOT 415, WESTBROOK AT CREEKMOOR-FIFTEENTH PLAT 1113 HILLSWICK



THIS PLOT PLAN DOES NOT CONSTITUTE OR REPRESENT A BOUNDARY SURVEY. THIS PLOT PLAN WAS PREPARED FOR BUILDING PERMIT APPLICATION. CONTRACTOR TO CHECK AND VERIFY BUILDING DIMENSIONS, ELEVATIONS, AND PLACEMENT PRIOR TO EXCAVATION. NOT RESPONSIBLE FOR UNPLATTED EASEMENTS.
 NO TITLE WORK PROVIDED

LOT AREA = 10216 SQ FT
 HOUSE AREA=2838
 LOT COVERAGE = 28%

ALLURE HOMES
 LOT 415, WESTBROOK AT CREEKMOOR-FIFTEENTH PLAT, A SUBDIVISION IN RAYMORE, CASS COUNTY, MISSOURI

CHRISMAN
 LAND SURVEYORS

1708 VOGT ROAD
 RAYMORE, MO 64083
 816.365.3187

DATE: 7-28-2020
 SCALE: 1"=20"
 PROJECT : 20-056



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: July 10, 2023

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

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

TITLE / ISSUE / REQUEST

Resolution 23-25: Festival in the Park Memorandum of Understanding

STRATEGIC PLAN GOAL/STRATEGY

1.1.4 Create signature events and amenities in our community

FINANCIAL IMPACT

Award To:	Festival in the Park Inc. (in-kind services)
Amount of Request/Contract:	\$4,500
Amount Budgeted:	\$4,500
Funding Source/Account#:	25-25-4901-0000

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
September 14, 2023	September 16, 2023

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks and Recreation Board
Date:	5/23/23
Action/Vote:	7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

2023 Memorandum of Understanding

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Raymore Festival in the Park is an annual event held in Raymore's Memorial Park. This year's event will introduce a change in the main attraction. The Festival Committee will be hosting a full line of inflatable rentals including bounce houses, obstacle courses and more in lieu of the traditional carnival rides.

The attached Memorandum of Understanding (MOU) outlines the partnership of services, materials and public land offered by the City as an in-kind contribution to the Festival in the Park.

The MOU is reviewed and approved each year between the Parks and Recreation Board and the Festival Committee outlining the in-kind services and park usage.

RESOLUTION 23-25

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF RAYMORE AND THE FESTIVAL IN THE PARK, INC COMMITTEE FOR THE 2023 FESTIVAL IN THE PARK EVENT."

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

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

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

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

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

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

DULY READ AND PASSED THIS 10TH DAY OF JULY, 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

MEMORANDUM OF UNDERSTANDING



**Festival in the Park - 2023
September 14, 15 & 16**





MEMORANDUM Of UNDERSTANDING

Between: Raymore Parks and Recreation
And: Festival in the Park, Inc.
Date: May 23, 2023
Re: Raymore Festival in the Park Operations 2023

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

1. City Contribution

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

2. Procedures for approval of this document

The RFIPI shall negotiate the following license agreement to include the reservation and use of certain areas of Memorial Park and Recreation Park. The license agreement shall be reviewed by the Park Board for recommendation to the City Council. RFIPI shall present the license agreement to the Council for approval.

3. Communication between CITY and RFIPI

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

4. License Agreement. The term of the 2023 license of City facilities by the RFIPI shall begin on Thursday, September 14, 2023 and end on Saturday, September 16, 2023.

RFIPI shall have license to use Memorial Park in its entirety Thursday, September 14 - Saturday, September 16, 2023.

RFIPI shall have license to use Recreation Park parking lot and trail area for the parade on the morning of Saturday, September 16, 2023.



- A. Park Closure.** At no time shall Memorial Park or Recreation Park be closed to the public.
- B. Damage to facilities or grounds.** Any damage to facilities or grounds caused by the festival, ordinary wear and tear excepted, shall be charged to the organization in an amount to include supplies and man hours spent repairing said damage.
- C. Compensation and Reimbursables.** The amount of \$450 (\$150 daily license fee X 3 days) shall be taken from \$4,500 in-kind contribution, leaving the remainder to apply toward electrical service and park staff labor. Charges for electrical service shall be equal to the amount charged by KCPL for the meter located near the NW corner of Raymore Elementary School during the term of the license. Charges for park staff labor to perform duties listed below shall be at the rate of \$20 for regular time activities and \$30 for overtime activities.

Based on the 2022 event request, the amount of reimbursable charges is expected to be approximately \$4,000. RFIPI shall pay CITY for all services provided by CITY, if any, that exceed the City's in-kind contribution of up to \$4,500.

Duties requested by RFIPI:

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

D. Independent Contractor

RFIPI is an independent contractor with respect to all services performed under this license agreement. RFIPI accepts full and exclusive liability for the payment for any services or products purchased for the event and for all premiums, contributions, or taxes for worker's compensation, social security, unemployment benefits, or other benefits now or hereinafter imposed under any state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by RFIPI on work performed under the term of this license. RFIPI shall defend, indemnify, and hold harmless the



City from any claims or liability for such contributions or taxes. Nothing contained in this license agreement nor any act of the City or of RFIPI shall be deemed or construed to create any third party beneficiary or principal or agent association or relationship with the City. RFIPI is not the City's agent and RFIPI has no authority to take any action or execute any documents on behalf of the City.

E. Indemnification

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

F. Insurance Requirements

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

1. Commercial general liability insurance: with limits of \$2,000,000 per occurrence and \$2,000,000 aggregate,
2. Worker's compensation insurance to meet statutory requirements,
3. Commercial automobile liability insurance, and
4. If applicable, professional liability insurance.

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

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

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

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



RFIPI shall, by no later than **August 31, 2023**, provide the City with proof of insurance evidencing that RFIPI has met the insurance requirements of this agreement. Such insurance policies shall name the CITY as additional insured.

G. Compliance with laws

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

H. RFIPI Responsibilities

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

I. Termination of Agreement

CITY may, at any time upon ten (10) days notice to RFIPI specifying the effective date of termination, terminate this agreement, in whole or in part, if RFIPI is determined by the City to be in breach of any portion of this agreement. RFIPI may terminate this agreement upon ten (10) days notice to CITY if CITY is in material breach before the end of the ten day notice period. If this agreement is terminated prior to the completion of the services to be performed hereunder, all finished or unfinished documents and agreements prepared or obtained by RFIPI pursuant to this agreement shall become City property. If this agreement is terminated prior to the completion of the term, RFIPI shall immediately remove all property owned by it or its agents that is located on the licensed premises.

J. Defaults and Remedies

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

K. Annual Report

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

L. Americans with Disabilities Act

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

M. Assignability or Subcontracting

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

N. City logo.

If the City of Raymore’s logo or name is used on promotional or advertising event publications, guidelines for title usage is set forth on attachment #2 of this MOU.



SIGNATURES:

President, Raymore Festival in the Park, Inc.

Dan Barnes

Printed Name

Dan Barnes

RFIPI President Signature

5-17-23

Date

City Manager, City of Raymore

Printed Name

City Manager Signature

Date

Chair, Raymore Parks and Recreation Board

Steven Trautman

Printed Name

[Signature]

Park Board Chair Signature

5/23/23

Date



RFIPI's Responsibilities

Attachment #1

1. Designate in writing a person to act as RFIPI representative with respect to this license.
2. Provide an event operations map – draft by the First week of August for City review.
3. Provide an event operations map - final including all staging and vendor booth locations by the First week of September.
4. Provide a Festival event schedule – draft by First week of August for CITY review
5. Provide a Festival event schedule – final by First week of September for CITY review
6. Coordinate and provide all advertising and promotion
7. Coordinate and provide all mailing of and postage for all flyers direct mailed
8. Accept and receipt participant registrations
9. Field event information requests
10. Contract with a carnival/inflatable vendor
11. Coordinate the carnival/inflatable vendor pre-event inspection
12. Supply tents, tables, chairs, port-a-potties (minimum 2 plus 1 ADA accessible)
13. Provide staffing of event activities and parking areas
14. Coordinate and provide concession stand operations
15. Provide all concessions equipment and supplies
16. Clean up concession stand after the event
17. Supply any equipment not currently in the parks inventory necessary for the safe and efficient operation of the event to include: Paint, office supplies, money bags, extension cords, and any other items in the inventory of the parks that are not sufficient in number.
18. Supply electricity for carnival housing trailers
19. Coordinate event activities with RPD for overnight security, parking and parade traffic assistance
20. Coordinate with SMFPD for on-site first aid
21. Coordinate with Emergency Mgmt for emergency plan, (Tim Baldwin - 816-331-7788, tbaldwin@raymore.com)
22. Provide all activity and event awards
23. Coordinate sales tax collection by vendors with the state
24. Include the City in the text of all waivers on activity registration forms
25. Coordinate street clean up after the parade
26. Maintain all park areas in a professional manner -No decorations or signs may be taped to any city facilities.
27. Provide 40-yard dumpster on site for daily trash collection
- 28. Communicate any changes of the 2023 festival in the park to CITY by First week of August for review and incorporation into the staffing and operational plans by the department**
29. Protect (by all means necessary) park facilities, amenities and features. This includes the Arboretum and exercise trail.



City of Raymore Name and Title Usage

Attachment #2

Guidelines

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

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

In association with the City of Raymore

In cooperation with the City of Raymore

Operated in agreement with the City of Raymore

As authorized by the City of Raymore.

The Logo

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

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



City of Raymore Sponsorship and Benefits

Attachment #3

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



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: July 10, 2023

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

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

TITLE / ISSUE / REQUEST

Bill 3828: North Cass Signal and Intersection Improvement Project

STRATEGIC PLAN GOAL/STRATEGY

2.2.2 Create and maintain a well connected transportation network

FINANCIAL IMPACT

Award To:	Gunter Construction
Amount of Request/Contract:	\$793,225
Amount Budgeted:	\$680,000 / \$448,680.84
Funding Source/Account#:	Fund 37, Governor's Transportation cost share program

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
September 2023	April 2024

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The North Cass Signal and Intersection Improvements project will include installation of a traffic signal at the intersection of Dean Avenue and North Cass Parkway and a right turn lane on southbound Dean Avenue.

Bids were received for the North Cass Signal and Intersection Improvements project on March 29, 2023, as follows:

Gunter Construction	\$793,225.00
Mega KC Corporation	\$836,000.00

Gunter Construction is the lowest and best bidder in the amount of \$793,225.

BILL 3828

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH GUNTER CONSTRUCTION COMPANY FOR THE NORTH CASS SIGNAL AND INTERSECTION IMPROVEMENTS PROJECT, CITY PROJECT NUMBER 23-389-201, IN THE AMOUNT OF \$793,225 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, this project was included in the FY2022 Capital Budget; and,

WHEREAS, on June 26, 2023, the City entered into Cost Share Agreement with the Missouri Highways and Transportation Commission regarding the terms and conditions of the Program; and,

WHEREAS, bids for this project were received on March 29, 2023; and,

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

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

Section 1. The City Manager is directed to enter into a contract in the amount of \$793,225 with Gunter Construction for the North Cass Signal and Intersection Improvements project, attached as Exhibit A.

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

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

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

DULY READ THE FIRST TIME THIS 10TH DAY OF JULY, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 24TH DAY OF JULY, 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

N Cass Signal & Intersection Improvements

This Contract for the N Cass Signal & Intersection Improvements, hereafter referred to as the **Contract** is made this 24th day of July, 2023, between Gunter Construction Company, an entity organized and existing under the laws of the State of Kansas, with its principal office located at 520 Division Street, Kansas City, KS 66103, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

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

This contract is effective as of July 24, 2023 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 23-389-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as

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

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of **210** calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$793,225.

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)

GUNTER CONSTRUCTION COMPANY

By: _____

Title: _____

Attest: _____

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

N. Cass Signal & Intersection Improvements

ANTICIPATED SCOPE OF SERVICES:

Construction of Dean Avenue & North Cass Parkway Traffic Signal and Intersection Improvements.

- Traffic Signal - Complete
- 1031 SY Type 5 Aggregate Base (8 in.)
- 448 SY 2" Asphalt Concrete Surface Course (Type 3)
- 448 SY 9" Asphalt Concrete Base Course (Type 1)
- 427 SY 8.5" PCCP Concrete Pavement (Non-Reinforced 15 ft. joints)
- 692 LF Curb & Gutter (TYPE CG-1)
- 56 SY Concrete Sidewalk (4")
- 7 Ea. Curb Ramp

1) **SPECIFICATIONS WHICH APPLY**

The performance of the work, the materials required, the basis of measurement and the basis for payment for the various portions of the work shall be in accordance with the appropriate sections of the Kansas City Metropolitan Chapter of the American Public Works Association "Standard Specifications and Design Criteria" current edition, except as modified or added to by these Special Provisions, 2022 Missouri Standard Specifications for Highway Construction and revisions effective January 2023, and the current contract document entitled "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri" 2019 and all subsequent revisions. If a conflict exists between the specifications, the more stringent shall prevail.

2) **PROJECT AWARD**

Award of this project will be based upon the sum of the bid schedules, with or without consideration of any alternates. The Contractor, however, shall take special consideration of the "Information for Bidders" section of the project contract documents; in particular, Evaluation of Bids in submitting their unit prices.

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

3) **PROJECT COMPLETION AND SCHEDULE**

It is expected that the Award of Contract shall be issued in July 2023.

General Conditions, Section 17.02 of the "Standard Contract Documents and

Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri" 2019 shall be amended to include the following:

Contractor shall complete work within **210** calendar days of execution of the Notice to Proceed.

4) ENGINEER

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

5) GENERAL CONDITIONS

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

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

6) PROJECT SPECIAL REQUIREMENTS

Utilities: Regardless of what utilities are shown in the bidding documents and utility locations listed, the bidder shall contact each area utility to determine the presence and location of the utility lines. The bidder shall determine and shall assume the risk as to whether utilities that are to be relocated by the utility company have in fact been relocated and if not, when the utility company anticipates the relocation shall be completed. The bidder shall independently determine the reliability of the information received from the utility companies and shall make the determination as to the sequence and timing of utility relocations in determining a bid.

Traffic Signal System: Traffic Signal System work shall be performed in accordance with the "Missouri Standard Specifications for Highway Construction" dated 2022 and effective letting date of January 2023, as amended, or supplemented herein. The traffic signal system shall be complete, and the contractor shall furnish and install all equipment and materials necessary for the satisfactory operation of the traffic signal system whether specifically mentioned or not.

CERTIFICATION OF CONTRACTOR PERSONNEL. All traffic signal installation work shall be done by, or in the presence of and under the responsible charge of an employee of the Contractor who holds a Level II Traffic Signal Field Technician or Level II Traffic Signal Construction Technician certification which has been granted by the International Municipal Signal Association (IMSA), or an equivalent certification approved by MoDOT.

REQUIREMENTS. Before starting work, the Contractor shall provide the Engineer with the names of the Level II Traffic Signal Field Technician and/or

Level II Traffic Signal Construction Technicians who have been assigned to perform traffic signal related work, and a photocopy of each such person's certification card. If the Level II Traffic Signal Field Technician or Level II Traffic Signal Construction Technicians are dismissed from the work, all traffic signal installation work shall cease until the names and photocopies of certification cards for replacement personnel are provided to the Engineer.

TRAFFIC SIGNAL MATERIAL LIST. Before commencement of installation of the traffic signals, the Contractor shall submit, for the approval of the Engineer, a complete list of traffic signal materials proposed for the installation. See the materials section of the Missouri Standard Specifications for Highway Construction the basis of acceptance. The list should be submitted as soon as practicable. Materials approved for use are included in the "Traffic Operations Approved Products List, Traffic Signals, Highway Lighting, and Highway Signing Equipment" located on the MoDOT traffic web site, <https://www.modot.org/traffic>. All other material items intended for use shall be submitted to the Engineer for acceptance approval.

It is the intent of the proposal that the total bid, as submitted, shall cover all work.

7) MEASUREMENT AND PAYMENT

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

Estimated Quantities. All estimated quantities stipulated in the Bid Form or other Contract Documents are approximate and are to be used only (a) as a basis for estimating the probable cost of the Work and (b) for the purpose of comparing the Bids submitted for the Work. The actual amounts of work performed, and materials furnished under unit price items may differ from the estimated quantities. The basis of payment for work and materials will be the actual amount of work done and materials furnished, except as otherwise noted. Contractor agrees that it will make no claim for damages, anticipated profits, or otherwise on account of any difference between the amounts of work actually performed and materials actually furnished and the estimated amounts therefore.

Testing required by the Contractor shall be subsidiary to other items of the Contract Documents. No separate payment will be made.

- A. **Mobilization, Bonds, and Insurance:** Mobilization, Bonds and Insurance will be considered a lump sum item for payment. The total lump sum price for this item shall not exceed 5% of the total base bid price. Payment shall be made on the schedule enclosed in the bid documents.
- B. **Construction Staking and Survey Controls:** Construction Staking and Survey Controls shall be paid for as a lump sum item. The unit cost for this item shall include all labor, equipment and materials to develop and establish necessary control, detail dimensions, slope stakes and measurements required for proper layout and performance of the work The contractor is responsible for all re-staking.
- C. **Site Preparation:** Site Preparation shall be considered a lump sum item for payment. The unit cost for this line item shall include all labor, materials, and equipment necessary to prepare the site for construction as per plan. This includes any necessary Demolition and Removal (not listed separately herein) and disposal of existing improvements, shown or not shown on the plans, and Clearing and Grubbing of site necessary to complete the project.
- D. **Removal of Improvements:** Removal of Improvements (Concrete, Asphalt, Signs, Pipe) shall be at the unit price bid (per ft., square yard, or each). The unit cost shall include all labor, materials and equipment necessary for demolition, removal, and disposal or relocation of improvements, and shall include any proper backfill or restoration as may be necessary to complete the project.
- E. **Traffic Signal System–** Traffic Signal System shall be considered a lump sum item for payment. The unit cost for this line item shall include all labor, materials, and equipment necessary for the Traffic Signal System. Work shall be performed in accordance with the "Missouri Standard Specifications for Highway Construction" dated 2022 and effective letting date of January 2023, as amended, or supplemented herein. The traffic signal system shall be complete, and the contractor shall furnish and install all equipment and materials necessary for the satisfactory operation of the traffic signal system whether specifically mentioned or not.
- F. **Curb Inlets, Modified Inlets, Junction Boxes, and Adjusting Basin or Inlet:** Curb Inlets, Modified Inlets, Junction Boxes, and Adjusting Basin or Inlet shall be at the unit bid price per each. The unit bid price shall include all labor, equipment and materials required to install the inlets as per plan location and specifications. No additional payment shall be made for additional depth inlets.
- G. **Storm Sewer Pipe:** Storm Sewer Pipe items shall be paid for at the unit bid price per linear foot. The unit bid prices for these items shall include all labor, equipment, materials, excavation, bedding and backfill, including flowable backfill under all street pavement, to place the storm sewer as per plan locations and specifications. Measurement shall be from inside face to inside

face, rounded to the nearest foot, of the structures and shall exclude the flared end sections. Concrete collars are subsidiary to this line item.

- H. **2" APWA Type 3-01 Surface Asphalt:** 2" Thick APWA Type 3 (3-01) Surface Asphalt shall be paid for at the unit bid price per square yard. The unit bid price for this line item shall include all labor, equipment, and materials to place the surface course as per specification and plan. Tack oil is to be UltraTack, Trackless Tack NTSS-1HM manufactured by Blackledge applied at the residual rate of 0.06 gal/sq yd, CAT-TAC trackless tack manufactured by Hunt Refining applied at the same rate, or other approved trackless tack oil. Paving will not begin until the tack has broken. Nuclear density testing of the surface lift shall be considered subsidiary to this line item.

- I. **9" APWA Type 1-01 RC Base Asphalt:** 9" Thick APWA Type 1 (1-01) RC Base Asphalt shall be paid for at the unit bid price per square yard. The unit bid price for this line item shall include all labor, equipment, and materials to place the base lifts as per specification and plan. Nuclear density testing of each lift shall be considered subsidiary to this line item and is required before subsequent lifts are placed. Tack oil is to be Ultra Tack, Trackless Tack NTSS-1HM manufactured by Blackledge applied at the residual rate of 0.06 gal/sq yd, CAT-TAC trackless tack manufactured by Hunt Refining applied at the same rate, or other approved trackless tack oil. Paving will not begin until the tack has broken.

- J. **8.5" PCCP Concrete Pavement (Non-Reinforced 15 ft. joints):** 8.5" PCCP Concrete Pavement (Non-Reinforced 15 ft. joints) shall be paid for at the unit bid price per square yard. The unit bid price shall include all labor, equipment and materials required to construct 8.5" thick pavement as per plan location. Joint Plan and Spacing shall be in accordance with MoDOT Standard Plan 502.05. Concrete shall be a KCMMB 4K mix and the contractor shall adhere to APWA Hot and Cold weather practices as per Raymore City Specifications.

- K. **Type 5 Aggregate Base (8 in.):** Type 5 Aggregate Base (8 in.) shall be paid for at the unit bid price per square yard. The unit bid price shall include all labor, equipment and materials required to construct Aggregate Base thickness as per plan location. Aggregate Base Course Material shall be in accordance with MoDOT Standard Specifications Section 1007 and installation shall be in accordance with MoDOT Standard Specifications Section 304. Subgrade preparation and compaction shall be performed prior to placement and shall be subsidiary to aggregate base.

- L. **Curb and Gutter, Special Gutters:** Curb and Gutter, and Special Gutters shall be paid for at the unit bid price per linear foot. The unit bid price for this line item shall include all labor, materials and equipment required to construct per plan location and detail. Concrete shall be a KCMMB 4K mix and

the contractor shall observe APWA Hot and Cold weather construction practices as per Raymore City Specifications. Special Gutters shall include all appurtenances, including Steel Diamond Plate. Ditch liner shall be subsidiary to special gutters.

- M. **Concrete Sidewalk:** Concrete Sidewalk shall be paid for at the unit bid price per square yard. The unit bid price shall include all labor, equipment and materials required to construct 4" thick concrete sidewalk as per plan location and detail. Concrete shall be a KCMMB 4K mix and the contractor shall adhere to APWA Hot and Cold weather practices as per Raymore City Specifications.
- N. **Concrete Sidewalk ADA Ramp: Concrete Sidewalk ADA Ramp** shall be paid for at the unit price bid per each. The unit price bid for this line item shall include all labor, equipment, detectable warning surfaces, and materials to construct ADA compliant sidewalk ramps. Concrete used in the ADA Ramp shall be an approved KCMMB 4K mixture. The ADA ramp shall be 8" thick concrete without a reinforcement bar. The detectable warning surfaces shall be Armor-cast, The tile shall be at least 2' x 4' in size and be brick red in color.
- O. **Permanent Seeding** The unit bid price shall be lump sum. The unit bid price shall include all labor, equipment and materials required to establish grass and landscaping on disturbed areas. Seeding will be paid for when grass is established to the coverage density required by APWA Section 2400. Areas that are disturbed which lie outside the Contractor's seeding limits, as defined by the Plans or Contract Documents, will not be measured for payment, but shall be restored to a condition equal to or better than that existing prior to construction.
- i. **Site Restoration and Topsoil:** Site Restoration and Topsoil shall be considered subsidiary to all items. Topsoil shall be defined as: fertile, friable and loamy soil of uniform quality, without admixture of subsoil material, and shall be free from material such as hard clods, stiff clay, hardpan, partially disintegrated stone, pebbles larger than one inch in diameter, and other impurities. Topsoil shall be relatively free from grass, roots, weeds, and other objectionable plant material or vegetative debris undesirable or harmful to plant life or which will prevent the formation of suitable seedbed. Acceptance of this project and release of final payment will not occur until vegetation is established. Existing wood mulch shall be removed and replaced in areas where mulch will be disturbed.
- P. **Permanent Signage:** Signage shall be considered a lump sum for payment. The unit bid price shall include all labor, equipment, and materials to install signs as per the MUTCD at locations indicated on the plans.
- Q. **Permanent Pavement Marking:** Permanent Pavement Markings shall be

paid at the unit bid price per linear foot/each. The unit bid price shall include all labor, equipment, and materials to install pavement markings and symbols as per the MUTCD at locations indicated on the plans.

W.1 PAINT SHALL BE: white paint is Sherwin-Williams hotline tm2152, yellow paint is Sherwin-Williams hotline tm2321 or approved equal.

- R. **Temporary Erosion Control:** Temporary Erosion Control shall be considered a lump sum for payment. The unit bid price shall include all labor, equipment, and materials to install and maintain erosion control measures including inlet and junction box protection, silt fence, ditch checks, erosion control and rock blankets, temporary seeding, appurtenances.
- S. **Work Zone Traffic Control:** Work Zone Traffic Control shall be considered a lump sum for payment. The unit bid cost for this item shall include all materials, labor and equipment required to provide a safe working environment and maintain thru traffic including, but not limited to, all signage to control traffic, detours, and through the work area, as required by the MUTCD and dictated on the plans.
- T. **Pre-Construction Photos:** Pre-Construction Photos shall be considered a lump sum for payment. The unit bid cost for this item shall include all materials, labor and equipment required to provide electronic photographic documentation of all existing conditions, including haul roads, driveways, properties, fences, and other items that may potentially be disturbed by construction activities. The photographs shall include GPS locations and be provided to the owner prior to the start of construction activities.

8. ADDITIONAL INFORMATION

8.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 23-389-201

Appendix B
General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

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

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

N. *No Escalation of Fees*

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

O. *Safety Training*

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

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

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 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.

PROPOSAL FORM A
RFP 23-389-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: Gunter Construction Company

ADDRESS: 520 Division Street
Street

ADDRESS: Kansas City KS 66103
City State Zip

PHONE: 913.362.7844

E-MAIL: Christina@GunterKC.com

DATE: 03/29/2023 , President
(Month-Day-Year) Signature of Officer/Title

DATE: 03/29/2023 , Vice President
(Month-Day-Year) Signature of Officer/Title

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

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

PROPOSAL FORM B
RFP 23-389-201

CONTRACTOR DISCLOSURES

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

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

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

Legal Matters

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

Yes No If yes, provide details in an attachment.
Pending litigation - details upon award.

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

Yes No If yes, provide details in an attachment.

Required Representations

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

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

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

PROPOSAL FORM C
 RFP 23-389-201

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	Please see Exhibit A, attached.
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

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

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

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

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

State the number of Years in Business: 33

State the current number of personnel on staff: 60

Exhibit A

Completed	Project Owner	Owner Name	Owner Phone #	Project Name and Description	Project Location	Contract Amount
IN PROGRESS Completion Date: September 2023	General: Capital Electric City of Overland Park, Kansas	Dominick Prinsler	816-329-8282	87th Street & Antioch Road Traffic Signal - Unclassified excavation, concrete sidewalks, concrete curb and gutter	W. 87th Street & Antioch Road Overland Park, Kansas 66212	\$ 53,583.00
IN PROGRESS Completion Date: September 2023	State of Kansas Department of Transportation (KDOT)	Kendra Miller	913-577-8229	KDOT Sidewalk Improv. US-24/4th ST & US-24/Star DR - Sidewalk Improvements	Tonganoxie, Kansas 66086	\$ 215,155.00
IN PROGRESS Completion Date: September 2023	General: JM Fahay Construction City of Kansas City, MO	Bill Rash	816-763-3010	Red Bridge Road Street Complete - Concrete sidewalk, trails, and driveways	Wornall Road and Red Bridge Road Kansas City, MO 64114	\$ 181,870.87
IN PROGRESS Completion Date: May 2023	Metropolitan Community College - Penn Valley	Basil Lister	816-492-1288	Site Improvements - Penn Valley ATSI - Demolition, stework, architectural, structural, fire suppression, plumbing, mechanical, electrical, access control, technology and utilities	2944 Troost Ave. Kansas City, MO 64109	\$ 1,525,450.00
IN PROGRESS Completion Date: June 2023	City of Riverside, MO	Travis Hoover	816-372-9004	Horizons & 41st Intersection Improvements - Intersection improvements, signal arms, signage, paving, grading, and landscaping	Horizons Parkway & NW 41st Street Riverside, MO 64150	\$ 489,989.80
IN PROGRESS Completion Date: June 2023	General: Primetime Contractors Kansas City Street Constructors	Alan Lyell	816-394-3915	Brush Creek Trail Construction - Form and pour bridge abutments	Trail D - East of & Along I-435, South of Tom Watson Parkway	\$ 43,248.00
IN PROGRESS Completion Date: June 2023	1819 Baltimore Loftis HOA	Terry Langford	816-926-9849	1819 Baltimore Concrete Replacement R1 - Remove and replace concrete sidewalks, curbs and ADA ramps	1819 Baltimore Ave. Kansas City, MO 64108	\$ 109,203.50
IN PROGRESS Completion Date: July 2024	General: Ryan Companies US, Inc.	Nick Woodard	515-309-8533	KC Plaza II - Ryan Companies - Offsite Improvements	Kansas City Country Club Plaza Kansas City, MO 64108	\$ 456,552.14
IN PROGRESS Completion Date: December 2025	General: JM Fahay Construction Kansas City Street Constructors	Bill Rash	816-763-3010	KC Streetcar Main Street Extension-South Terminus - Adjustment of manholes and water valves	City Wide Multiple Locations	\$ 621,270.00
IN PROGRESS Completion Date: December 2024	Kansas City Street Constructors	Richard McCullough	816-244-8871	Kansas City Streetcar Main Street Extension - demolition and removal of bus shelters, installation of benches and trash cans.	27th to 51st Main Street Kansas City, MO 64112	\$ 309,034.00
IN PROGRESS Completion Date: April 2023	City of Kansas City, MO General Services Department	Danell Everette	816-613-0788	City wide - concrete removals and replacements. Concrete trails, sidewalks, structural concrete, paving repairs, storm piping, guard rails, site grading, site furnishings, and seeding.	City Wide Multiple Locations	\$ 173,879.00
IN PROGRESS Completion Date: April 2023	City of Kansas City, MO Water Services Department	Ben McCabe	816-513-0434	Baseline Improvements Town Fork Creek - 4 New stormwater retention cells, 1,533 SY of 10' wide concrete trail, 1,832 LF of 15'-30' Storm Sewer, water main relocation, Green Stormwater Infrastructure, Trail lighting, landscape, and decorative boulders.	51st Street - Swope Pkwy, To Agnes Ave. & Passeo Blvd. to Troost Ave. From E. 68th St to E. 70th St. Kansas City, MO	\$ 2,646,761.00
IN PROGRESS Completion Date: April 2023	City of Kansas City, MO General Services Department	Uday Manepalli	816-914-8775	Traffic Calming FY22 Citywide Vision Zero - Installation of speed bumps, concrete curb and gutter, and traffic calming construction devices.	KCMO Multiple Locations	\$ 1,425,287.00
IN PROGRESS Completion Date: November 2023	City of Kansas City, MO Parks and Recreation Department	Lisa Treese	816-513-7619	Swope Park Connector Trail Tap - New trail to connect the Heart of America Golf Complex to the Eddy Ballentine Trail.	Swope Park Connector Trail Kansas City, MO 64103	\$ 910,171.00
2023	City of Kansas City, MO General Services Department	Randy Alewine	816-513-5984	W 79th Street Sidewalks - Washington to Summit - Storm pipe, grading, demolition, concrete network, signage	Washington to Summit Kansas City, MO 64114	\$ 439,926.06
2023	City of Kansas City, MO Parks and Recreation Department	Rodney Riffe	816-513-7619	Design/Build - Playground Improvements for KC Parks 2021-22 - Design and construction of new playgrounds at ten parks throughout Kansas City with safety surfacing, ribbon curbs, sidewalk and ADA access and landscaping.	KCMO Parks Multiple Locations	\$ 3,788,727.69

Exhibit A

2022	General M Con, LLC City of St. Joseph, MO	Bryan Ford	786-989-4550	St. Joe Concrete Work - Concrete pavement, sidewalks, curbs.	Woodbine Rd and Kamez Rd St. Joseph, MO 64506	\$	50,260.00
2022	Unified Government of Wyandotte County, KS	Dave Clark	913-573-5721	6th St & State Ave Traffic Signal Replacement - Traffic Signal Replacement, storm drain, asphalt paving, and pavement marking.	6th Street & State Ave Kansas City, KS 66101	\$	629,851.88
2022	General Emory Sapp and Sons, Inc City of Peculiar, MO	James Downing	816-221-3500	Bradley's Crossing Phase II Weir Walls - modifications to 3 existing weirs	Bradley's Pkwy & 219th Street Peculiar, Missouri 66478	\$	21,459.00
2022	General Capital Electric Line Builders City of Overland Park, KS	Rick Carmack	816-329-6235	Traffic Signal Installation-135th Street and Rosehill Road Overland Park - ADA Sidewalk and signal improvements. Remove and replace ADA non-compliant pedestrian sidewalk, ramps, curb and gutter and lighting pedestrian poles.	135th Street and Rosehill Road Overland Park, KS 66213	\$	68,948.00
2022	City of Shawnee, KS	Kevin Manning	913-742-5280	ADA Sidewalk and Signal Improvements - Remove and replace concrete curb and gutter, sidewalks, ramps, pedestrian signal lighting and electrical items for ADA Compliance.	Shawnee Mission Pkwy & Goddard St. Shawnee, KS 66203 Shawnee Mission Pkwy & Nieman Rd. Shawnee, KS 66203 Shawnee Mission Pkwy & Flint St. Shawnee, KS 66203 W 67th Street & Long Ave. Shawnee, KS 66216 W 65th Street & Maurer Rd. Shawnee, KS 66217	\$	354,437.05
2022	City of Kansas City, MO Aviation Department	Mike Waller	816-243-3071	Rehabilitate Relief Wells Phase 3 - Installation of 7 new relief wells, poured in place concrete manhole structures, levee excavation and backfill, seeding	700 Northwest Lou Holland Drive Kansas City, MO 64118	\$	2,176,568.00
2022	General Stenicycle	Jason Ritt	651-212-1012	Stenicycle Drainage Improvements - Drainage improvements to existing parking lot. Warehouse siding and lighting improvements	3140 N 7th Trfy Kansas City, KS 66115	\$	196,351.15
2022	City of Kansas City, MO Parks and Recreation Department	Richard Allen	816-513-7632	Independence Plaza Park Improvements - Installation of playground and Futsal court in existing Independence Plaza Park	2200 Independence Ave Kansas City, MO 64124	\$	1,309,859.12
2022	City of Kansas City, MO General Services Department	Darrell Everette	816-513-0788	City wide - concrete removals and replacements. Concrete trails, sidewalks, structural concrete, paving repairs, storm piping, guard rails, site grading, site furnishings, and seeding.	City Wide Multiple Locations	\$	2,086,351.00
2022	Kansas Speedway	Greg Scott	913-328-5080	Kansas Speedway Concrete Repairs - Demo existing trees, curb and fences. Install 6900 sf of colored and stamped concrete.	400 Speedway Blvd. Kansas City, KS 66111	\$	181,663.00
2022	General Black & Mcdonald City of Kansas City, MO	Jason Constantz	816-205-8132	Traffic Signal Installation at N Flintlock Road & NE 90th Street - remove & replace median, curb, sidewalk and ADA ramps, asphalt paving.	N Flintlock Road & NE 90th Street Kansas City, MO 64157	\$	53,940.00
2021	General KC Sign Express	Aaron Dubin		Phillips 66 Sign Foundation - Construction of sign base footing, curb & gutter repairs, parking lot striping.	199th & Homestead Edgeton, KS 66030	\$	88,000.00
2021	Board of Police Commissioners City of Kansas City, MO	Trina Canady	816-234-5332	Concrete Dog Kennel Pad (KCPD) - Install concrete dog kennel pad for KCPD.	9511 N Laurel Ave Kansas City, MO 64151	\$	2,248.00
2023	Signature Flight Support MKC	Chris Castillo	816-806-7584	Downtown Airport Tie Downs	10 NW Richards Road Kansas City, MO 64116	\$	12,366.73
2023	City of North Kansas City, MO	Anthony Sands	816-527-5958	Armour Road Complete Street - Curb sidewalk, sidewalk ramps and pavement markings	Armour Road North Kansas City, MO 64116	\$	1,479,081.08
2023	Kansas City Area Transportation Authority (KCATA/RideKC)	Lesa George	816-809-4086	KCATA Service Line Ventilation Improvements - Remove existing roof top supply and exhaust fans and install new supply and exhaust system	1350 East 17th Street Kansas City, MO 64108	\$	513,971.95
2022	MC Realty Group	David Hottel	Private	Replace Deteriorated ADA Ramp Panels	Beacon Drive Kansas City, MO 64133	\$	2,200.00

Exhibit A

2022	Hearst Television - K14BC	Edward King	816-760-9231	KMBC Parking Lot and Approach Concrete Repairs	6455 Winchester Ave. Kansas City, MO 64133	\$	54,897.00
2022	Kansas Speedway Corporation	Darren Cook	913-328-3332	Treewell Replacement - Demolition and concrete sidewalk	400 Speedway Blvd. Kansas City, KS 66111	\$	28,792.40
2022	Kansas Speedway Corporation	Gary Lee	913-328-3332	KSC Structural Engineering - Structural Concrete Repairs	400 Speedway Blvd. Kansas City, KS 66111	\$	71,781.00
2022	City of North Kansas City, MO	Anthony Sands	816-527-5958	16th Avenue and Clay Street Parking Lot - Construction of New Parking Lot	16th Avenue & Clay Street North Kansas City, MO 64116	\$	1,341,037.03
2022	City of Kansas City, MO KCMO Aviation Department	Mike Waller	816-243-3038	Perimeter Fence Upgrades - Charles B. Wheeler Downtown Airport - Extend and relocate runways	900 Richards Rd. Kansas City, MO 64116	\$	1,415,692.84
2022	General Superior Bowen Construction City of Kansas City, MO	Mathew Bowen	816-301-4881	KCMO Asphalt & Concrete Restoration 2022 - Asphalt and concrete restoration	City Wide Multiple Locations	\$	302,528.00
2022	City of Kansas City, MO General Services Department	Kimberly Pemberton	816-513-2741	107th Street Sidewalk - Bristol to Greenwood Rd - Installation of storm pipe, curb inlets, and concrete flat work.	Bristol Terrace & E 107th St Kansas City, MO 64134	\$	597,790.30
2022	Unified Government of Wyandotte County, KS	Devin Tiebold	913-573-5413	10th & Minnesota Traffic Signal Replacement - Removal and replacement of the existing signal at the intersection of 10th St. & Minnesota Ave along with sidewalk, curb and gutter replacement, new striping and restoration.	10th St & Minnesota Ave Kansas City, KS 68101	\$	748,943.80
2022	City of Parkville, MO	Alysen M. Abel	816-741-7676	Route 9 Improvements - Roadway widening, sidewalks and trail, storm sewer improvements, retaining wall, concrete pavement, mill & overlay, street lighting, traffic signals, and landscaping.	6129 MO-Route 9 Parkville, MO 64132	\$	4,271,987.28
2022	City of Gladstone, MO	James Edmiston	816-436-2200	NE 76th Street Improvements - Roadway improvements at NE 76th Street from N. Oak Trafficway to N. Brooklyn Avenue and all relate appurtenances including curb and gutter, sidewalk, drive approaches, sewer and water services, and asphalt.	N. Oak Trafficway To N. Brooklyn Gladstone, MO 64118	\$	2,875,364.07
2022	City of Kansas City, MO Parks and Recreation Department	James Wang	816-513-7632	Chouteau Parkway and I-35 - Roadway and Trail improvements including asphalt street work, storm sewer, concrete trail, retaining wall, barrier wall, traffic/streetlight modifications and landscaping.	NE Chouteau Pkwy & I-35 Kansas City, MO 64117	\$	2,993,092.11
2022	City of Olathe, KS	Aaron Wasco	913-971-9108	Hedge Lane Lift Station - Construction of new Sanitary Sewer Pump Station and facility infrastructure.	Hedge Lane and Dennis Ave Olathe, KS 66061	\$	897,445.27
2022	General Gairney Construction Unified Government of Wyandotte County	Frank Schilling	816-278-5950	95th Street Wilcott WWTP - Demolition of existing asphalt and gravel road, tree cleaning, placement of 7,350 CY of fill dirt, aggregate road base and 10 inches of asphalt paving for a 2,000 ft long 23 ft wide roadway.	9404 Main Street, Kansas City, KS 66109	\$	619,108.08
2022	City of Kansas City, MO General Services Department	Uday Manepalli	816-914-8775	20-21 CWA GO Bond South Sidewalk Repair - Remove and replace curbs, sidewalks, driveways, and inlets. South of the river at multiple locations.	Kensington Ave & E 43rd St. Kansas City, MO 64130	\$	2,006,305.18

Exhibit A

2022	Kansas Department of Transportation	Lee Alvarado	785-286-7940	Miami County - Grading & Surfacing & Traffic Signal - Reconstruct intersection at Hedge Lane and Baptistie Drive, construct RCS extending drainage, new traffic signal and configuration, Adding ADA ramps and turn lanes.	Baptistie Dr and Holly Ln, Paola, KS 66071	\$	420,143.93
2021	General: Mark One Electric City of Kansas City, MO	Joseph Matili	816-303-4186	Waste Water SCADA - Initiator demolition, interior office finishes, concrete ramp work.	7300 Hawthorne Rd, Kansas City, MO 64120	\$	240,211.28
2021	Missouri Department of Transportation	Joseph Moses	816-347-4143	MODOT Route 350 Jackson County Intersection Improvements - added turn lane, concrete paving, curb and gutter, ADA and traffic improvements.	Route 350 & Gregory Blvd, Raytown, MO 64133	\$	279,660.25
2021	Missouri Department of Transportation	Alyssa Rogers	816-347-4143	MODOT Route 7 Jackson County ADA Improvements - ADA improvements on sidewalks and intersections. Replacing turn lanes with ADA approved concrete entities, pedestrian lighting and traffic control.	7 Hwy North & Durcan Rd Blue Spring, MO 64014	\$	608,193.25
2021	Queen of the Holy Rosary Wea Church	Mark Andrasik	913-879-7059	QHR Outdoor Classrooms- Construct two 20'x 30' metal shelter structures with metal roofs, concrete slabs and concrete sidewalks. Provide electrical power and lighting. Construct 12-space asphalt parking lot. Grade and seed adjacent grounds.	22705 Melcall Ave, Bucyrus, KS 66013	\$	185,223.00
2021	City of Kansas City, MO	Richard Allen	816-513-7713	Design/Build a playground and park area inspired by Dr. MLK, Jr's civil rights journey and funded by "The 15 and the Mahomes Foundation". Includes excavating, grading, concrete trail, brick pavers, poured in place play surfacing, play equipment, striping, and landscaping.	1800 Swepe Parkway Kansas City, MO 64130	\$	1,502,935.58
2021	General: Alherton Construction US Army Corps of Engineers	Kendall Jasperson	702-889-5600	Renovate Building 46 - Fort Leavenworth - Demo of existing structures, reconstruction of commercial elevator shaft, exterior building concrete, parking lot, sidewalks and parking lot areas.	711 McClellan Ave Building 46 Fort Leavenworth, KS 66027	\$	343,919.00
2021	City of Higginsville, MO	Donna Brown	660-584-6771	T- Hanger - New installation of 6 Hanger Steel Building, foundation and concrete areas around the building. Replace asphalt areas and crack sealing as needed.	11667 Airport Road Higginsville, MO 64037	\$	756,527.50
2021	General: The Wilson Group City of Kansas City, MO	Jack Reasbeck	816-434-3196	ADA 19 - (4) Kansas City Community Center - Concrete removals, site grading, demo, concrete curb and gutter, sidewalks, ADA reconstruction, Storm Sewer improvements, exterior concrete reconstruction.	1600 John Buck O'Neil Way, KCMO 64108 5840 NW Waukomis Dr, KCMO 64151 8200 The Paseo, Kansas City, MO 64131 3601 Roanoke Rd, Kansas City, MO 64111	\$	473,084.00
2021	Grandview C-4 School District	Michael Killeen	816-207-6019	Bulcher-Greene Elementary Playground Improvements - Remove and replace parking lot with new playground area, equipment, curb and gutter, sidewalks, asphalt, fencing, landscaping and striping.	5302 E 140th Street Grandview, MO 64030	\$	205,454.00
2021	City of Riverside, MO	Noel Bennion	816-741-3993	2021 Tremont Sculpture Base - Excavate and install foundation for city provided sculpture.	NW Argosy Pkwy & NW Tremont Trafficway Riverside, MO 64150	\$	46,767.00
2021	City of Lenexa, KS	Ben Clark	913-477-7795	Lackman Road - Installation of storm sewer, new concrete trails with integrated form lined retaining walls and hand rails, replacement of sidewalks and ADA ramps, new asphalt intersections with traffic lighting, new street lighting.	9500 Lackman Road, Lenexa, KS 66219	\$	2,133,950.00
2021	City of Mission Hills, KS	Jennifer Lee	913-362-9820	Verona Columbus Fountain Improvements - Remove and Replace existing flagstone, coping stones, fountain sculptures basin walls, floor and epoxy coating.	Ensley Lane and Overhill Road Mission Hills KS, 66208	\$	126,374.53
2021	City of Kansas City, MO General Services Department	Uday Manepalli	816-914-9775	Davidson Elementary School - Adding sidewalk, ADA's, replacing curb, and replacing storm inlet box.	N. Wayne Ave & NE 52nd St Kansas City, MO 64116	\$	382,253.38

Exhibit A

2021	The Masters Home Owners Association	Derek Fickenscher	816-678-2669	The Masters Trail - Grading for drainage improvements, pipe, remove and replace trail.	8110 NW Masters Lane, Parkville, MO 64152	\$	11,718.00
2021	City of Mission, KS	Celia Duran	913-676-6381	Rock Creek Channel Improvements - Construct mechanical stabilized earth retaining walls and modular block walls within a creek bank area under a Nationwide Federal Floodplain Permit. Reconstruction of impacted road improvements in surrounding impacted neighborhood and commercial areas, native plantings, storm sewer installation, curb and gutter and asphalt pavement.	Mianway Street & Roeland Drive Mission, KS 66202	\$	4,295,143.00
2021	Unified Government of Wyandotte County, KS	David Clark	913-573-5000	Minnesota Ave. Roadway Improvements - Installation of storm sewer, replacement of sidewalks and ADA ramps, new medians and asphalt intersections with traffic lighting, new street lighting, fencing.	600 Minnesota Ave Kansas City, KS 66101	\$	1,662,914.45
2021	City of Kansas City, MO General Services Department	Darrell Everette	816-513-0798	City wide - concrete removals and replacements. Concrete trails, sidewalks, structural concrete, paving repairs, storm piping, guard rails, site grading, site furnishings, and seeding.	City Wide Multiple Locations	\$	3,126,422.00
2021	City of Roeland Park, KS	Greg Patten	816-823-7331	Roeland Park Storm Drainage - Install new storm sewer pipe and inlets. Remove existing and tie in to new.	W. 55th St and Roeland Dr. Roeland Park, KS	\$	191,932.24
2021	City of Olathe, KS	Zach Baker	913-971-9009	Traffic Signalization and Roadway Widening at 175th Street and Lone Elm Road - Adding turn lanes to Lone Elm Rd along with supporting traffic signals and pipework	S Lone Elm Rd & W 175th St Spring Hill, KS 66062	\$	620,675.62
2021	Pflette County Planning and Zoning	Dan Erickson	816-858-3338	2020 Storm Drainage Maintenance Project - Remove and replace existing storm sewer at six locations.	6628 NW Hidden Valley Drive KCMO 64152 6529 NW Hidden Valley Drive Parkville 64152 12630 Deer Trail Parkville 64152 6405 NW Coburn Drive KCMO 64152 6502 NW Duell Run Drive KCMO 64152 8908 NW Blum Road KCMO 64152	\$	257,325.32
2021	Missouri Department of Transportation	James Pflum	816-353-6353	MoDOT Route 7 Jackson County - Signal improvements and added intersection turn lanes on Blh. .379 miles of reconstruction of a major intersection to add overhead traffic signals, turn lanes, storm sewer, sidewalks curb and gutter, asphalt pavement, ITS and signal installation, commercial entrances, striping and traffic control signing, and railroad right of way work.	SW South Ave and Route 7 Hwy Blue Springs, MO 64014	\$	903,939.98
2021	City of Kansas City, MO Public Works Department	Mario Vasquez	816-513-6984	107th Street Sidewalk - Install storm pipe, inlets, new curb, new sidewalk, concrete pavers.	107th St - Blue Ridge to Bristol Kansas City, MO 64145	\$	1,403,452.47
2020	General Neighbors Construction	Fletcher Harder	813-827-2609	Berkley Riverfront Parking. Reconstruction of concrete commercial entrances, new ADA ramps and concrete pad.	701 Berkley Parkway in Kansas City, MO	\$	77,195.00
2020	City of Cameron, MO	Drew Bontrager	816-632-2177	Great Street Improvements - Reconstructing a 4 block neighborhood street and intersections, driveways, sidewalks, curb and gutter, asphalt pavement, utility relocation coordination and storm sewer construction the entire length of improved roadway all while keeping 100% access to homeowners and business owners in the area.	315 East Prospect Street, Cameron, MO 64429	\$	1,107,061.00
2020	Kansas City Area Transportation Authority	David Schaecher	816-346-0360	KCATA East Village Mobility Hub Package 5A.2- Transit Center Building & two way conversion on Charonite Street, site work, concrete & asphalt paving, concrete, concrete, site lighting, canopy, parking lot, landscaping.	13th and Charonite, Kansas City, MO	\$	9,068,663.70
2020	HD Supply Construction Supply, Ltd	Anthony Callura	816-214-7150	Pavement Repairs at HD Supply - Remove and replace concrete pavement.	1907 Warren Street Kansas City, MO 64116	\$	65,730.00

Exhibit A

2020	The Masters Home Owners Association	Kirk Clore	815-678-2669	The Masters Trail - Remove and replace concrete trail.	8055 NW Masters Lane, Parkville, MO 64152	\$	9,140.00
2020	Jackson County, MO	Barbara Casamento	816-891-3267	Metal Shade Structure, install 30' x30' shade structure.	9898 Longview Road Kansas City, MO 64134	\$	44,500.00
2020	General: Corneli Roofing City of Kansas City, MO General Services Department	Andrew Christ	816-252-8300	City-Wide Roof Repairs - Misc. demolition and concrete work.	KCMO/ City Wide	T&M	
2020	General: Tasco LLC City of Lee's Summit, Missouri	Randy Seid	816-269-9507	Stream Bank Stabilization - Installation of a slating basin and toe wall to Cedar Creek.	252 SW Wintemack Circle Lee's Summit, MO 64081	\$	67,904.53
2020	General: ABCreative City of Kansas City, MO	Zach Herrent	913-583-3332	McCoy Park - Supply and install 400 linear feet of 4" perforated N12 tile with sock and embedded in clean stone to existing grade.	5601-5999 E 15th Terrace Kansas City, MO 64126	\$	12,450.00
2020	General: Brown and Root Industrial Services City of Kansas City, MO	Ryan Taylor	816-231-2178	KCI Guardrail Repair and Maintenance Shop - demolitions of bus maintenance pit and installation of concrete paving.	125 Paris Street Kansas City, MO 64153	\$	30,560.00
2020	City of North Kansas City, MO	Pat Hawver	816-274-5004	Gentry 11th -12th Street - Installation of storm sewer, new curbs between 11th and 12th Ave. Demo and installation of drive entrances and sidewalks.	E 11th Ave & Gentry North Kansas City, MO 64116	\$	139,307.50
2020	General: Brown and Root Industrial Services City of Kansas City, MO	Ryan Taylor	816-231-2178	KC Fire Department - Removal and installation of concrete paving work at fueling station.	6640 East Trefloway, Kansas City, MO 64128	\$	80,085.00
2020	City of Kansas City, MO Public Works Department	Randy Alewine	816-718-2892	Walnut St. Improvements, 3rd to 5th St. - The demolition and removal of concrete sidewalks, drives, brick pavers and storm sewer, and installation of concrete sidewalks, drives, landscape planter beds, storm inlets, storm water detention system, electrical, lighting, bollards, bike racks and signage at River Market.	20 E 5th Street, Kansas City, MO 64108	\$	2,506,698.00
2020	General: P.B. Heidele Co., Inc. UPS	Teresa Maxwell	913-438-1500	KSLEN Fuel Island Sump and Concrete Repairs for UPS The demolition, removal and replacement of concrete curbs, drives and reinforcement for fueling stations.	14650 Santa Fe Trail Drive Lenexa, KS 66215	\$	107,664.77
2020	City of Riverside, MO	Noel Chalis	816-741-3993	2019 EH Young Roversfront Park Improvements - Revitalization of park, new concrete trails, Pickleball court, new drive lanes through the park, striping, fencing, handrails, dog park, and shade structures.	1001 Argosy Casino Parkway Riverside, MO	\$	2,246,985.00
2020	Unified Government of Wyandotte County and Kansas City, Kansas	Jack Webb	913-573-8392	City Park Pavilion - Roof reconstruction and masonry repairs.	2601 Park Dr, Kansas City, KS 66102	\$	114,080.00
2020	Board of County Commissioners of JOCO	Rick Gehlbach	913-706-6382	Johnson County Northeast Office and North Central Multi-Service Center ADA Paving - Remove and replace sidewalk and pavement at two JOCO office buildings in order to bring them up to ADA compliance.	12425 W. 87th Street, Lenexa KS & 8000 Lamar Ave, Mission, KS	\$	139,304.00
2020	Kansas Department of Transportation	James Schneider	620-672-0763	Vault Toilet Installation - Installation of ADA concrete paving and signage for access to restrooms.	26325 W 135th Street Olathe, KS 66061	\$	14,735.00
2020	General: Rothwell Construction, Inc. QuikTrip	Terry Wintler	816-228-9808	Public Road Work on QuikTrip #153 - Road Alignment Modification consisting of Storm Sewer, ModOT Barmer, Concrete Pavement, Drive Entrances, ADA Ramps, Curb, Permanent Markings & Signage	1401 Armour Rd North Kansas City, MO 64116	\$	565,128.00
2020	General: RS Electric Utility Services City of Overland Park	Dustin Dunham	800-540-1938	Hybrid Beacon, 81st and Melcalf Ave Overland Park, KS Concrete sidewalk, curb & gutter and ADA ramps along with some concrete demolition at the intersection of 81st and Melcalf.	81st & Melcalf Ave Overland Park, KS	\$	5,438.00
2019	AlphaPointe	Linda Laborda	816-421-5848	AlphaPointe Campus - The demolition, removal and replacement of concrete sidewalks and asphalt drives for vehicular and foot traffic.	7501 Prospect Drive Kansas City, MO 64132	\$	1,920.00
2019	City of North Kansas City, MO	Pat Hawver	816-274-5004	Rabbit Hole Knox Parking Lot - 1315 Knox Street North Kansas City, MO 64116 Repair of the parking lot, installation of storm sewer and lighting	1315 Knox Street North Kansas City, MO 64116	\$	303,605.58

Exhibit A

2019	City of Mission, KS	Brent D. Morton	813-676-8380	Reeds Road and Johnson Drive RCB Repair over Rock Creek	Reeds Road and Johnson Drive Mission, KS 66202	\$	49,453.93
2019	City of Gladstone, MO	Tim Nebergall	816-591-9231	72nd & N. Broadway Intersection Improvements - NW 72nd and N. Broadway Gladstone, MO - Intersection Improvements for NW 72nd St and Broadway. Reconstruction of existing turn island, reconfigured ADA ramps. Signal upgrades, sidewalk improvements.	NW 72nd St and Broadway, Gladstone, MO	\$	245,743.35
2019	General, RS Electric Utility Services City of Platte City, MO	Dustin Dunham	800-540-1938	Intersection Improvements Running Horse & Platte Falls Road - Removal of Improvements, Grading, Concrete Sidewalk, Curb & ADA Ramps	Running Horse & Platte Falls Road Platte City, MO	\$	48,587.80
2019	General, Brown and Root University of Missouri-Kansas City	Ryan Taylor	573-441-0365	UMKC Administrative North Drive Improvements - Concrete Pavement, Curb, Sidewalk & ADA Replacement	5115 Oak Street Kansas City, MO 64112	\$	419,509.19
2019	City of Merriam, KS	Carl Sanders	913-980-8320	2019 CARS Program 67th Street Improvements - Bridge repairs, installation of pedestrian bridges, additional lighting, concrete repairs and replacements, installation of pedestrian signals and pavement marking.	67th Street -Mastin Dr & Anloch Rd Mission, KS 66202	\$	2,212,349.14
2019	Johnson County Community College	Larry Allen	913-469-2336	Multi Service ADA Pavement Improvements to the Fire Access Drive - Removal of non-compliant fire access lane, New fire access lane, remove and replace damage granite covers and bollards.	12345 College Blvd Overland Park, KS	\$	168,800.18
2019	General, J Warren Co. City of Mission, KS	Adam Warren	785-235-9944	Mission Road Street Lights - Replacement of concrete sidewalks and ADA ramps.	92nd Terrace and Mission Road Leawood, KS 66205	\$	41,001.78
2019	City of North Kansas City, MO	Sara Copeland	816-412-7855	NKC Armour Bike Lanes - Installation of bike lanes, new concrete islands with stamped colored concrete inlays crosswalks, ADA sidewalk ramps, new lane and bike striping	Armour Road North Kansas City, MO 64116	\$	412,734.10
2019	City of Kansas City, MO General Services Department	Gnani Mahalingam	816-513-2326	Bid Package 17 - West bottom Garage Repair & ADA Compliance - ADA repairs, concrete repairs, hand rails, new lighting.	2200 State Line Road Kansas City, MO 64102	\$	2,244,200.35
2019	Kansas City Area Transportation Authority	Andy Robichaud	816-346-0918	KCATA Concrete parking stops.	1200 E 18th Street, Kansas City, MO. 64108	\$	1,400.00
2019	Metropolitan Community College	Nicole Averett	816-604-1353	Demolition of existing concrete sidewalks and a parking garage wall to construct an ADA compliant entryway for the main entrance to the administration building at metropolitan community college. Installation of new handrails and landscaping. Installation on an ADA compliant ramp and stairs on the 2nd floor of the parking garage.	3200 Broadway Boulevard Kansas City, MO 64111	\$	150,795.41
2019	Century Link	Scott March	573-886-3328	Install approximately 245 LF of new chain link fence with razor wire on top along property line with KCATA.	Lydia Ave. & 19th St, Kansas City, MO	\$	17,618.20
2019	General, The Wilson Group City of Kansas City, MO	Jack Reasbeck	816-537-0212	KCMO City Hall - ADA Bid Package #14 - Remove and replace stairs and ramps.	414 E. 12th Street Kansas City, MO 64106	\$	30,219.21
2019	Kansas City Area Transportation Authority	Lesa George	816-346-0202	New Driveway Approach at Lydia and 19th Street - Removed sections of fencing and asphalt parking lot and installed new concrete drive entrances and rolling fence gates.	Lydia Ave. & 19th St, Kansas City, MO	\$	124,867.22
2019	City of Independence, MO	Bob Parks	816-325-7702	Courtney Bend Water Plant Vaults: Remove existing concrete/liner chemical injection vaults and reinstall new concrete vaults to provide maintenance personnel safe access to work on chemical feed lines for Independence Water.	14700 Cement City Road, Sugar Creek, MO	\$	109,902.00
2019	Heizberg Diamonds	Ron Battaglia	816-627-1274	Removing three relief well covers in the parking lot pavement that are low and collect water and replacing with new covers that are raised in new pavement so water drains away from them.	400 Nichols Rd Kansas City, MO 64112	\$	105,626.22
2019	City of Leawood, KS	Karen Rust	913-653-8141	Mission Road & 119th Retaining Wall Program - Remove and replace precast retaining wall including site restoration.	Mission Road & 119th Leawood, Kansas 66209	\$	51,898.93
2019	Kansas Speedway	Connie Boring	913-328-5081	Concrete RV Pads.	400 Village West Pkwy Kansas City, KS 66111	\$	16,000.00
2019	Kansas City Area Transportation Authority	David Schaecher	816-346-0360	KCATA SA East Village Mass Grading- concrete retaining wall, storm sewer, underground storm water detention system, erosion control.	12th & Charolita, Kansas City, MO	\$	1,000,615.94

Exhibit A

2019	Kansas City Area Transportation Authority	David Schaefer	816-346-0360	KCATA 75th Street Mobility Hub- Driver relief building, site work, concrete paving, conductive concrete, underground detention, site lighting, unloading area for 9 buses, parking lot, landscaping.	75th and Prospect Kansas City, MO 64132	\$	4,467,844.00
2019	City of Lee's Summit, MO	James M Tepper	816-472-9500	Woods Chapel Road - Concrete flat work, retaining wall, ADA ramps.	NE Woods Chapel Road & NE Channel Drive, Lee's Summit, MO	\$	29,834.67
2019	General, Capital Electric Line Builders, Inc. Unified Government Wyandotte County	David Haggard	816-329-9205	Priority Traffic Signals - Concrete sidewalk, curb, ADA ramps, concrete approach (concrete flatwork).	Multiple locations	\$	70,554.71
2019	The Whiting-Turner Contracting Kansas City, MO Aviation Department	Henry Falk	816-921-0100	Redesign Post Gate 28 - Sidewalks, Curb and Gutter/Paved Ditch.	1240 Mexico City Ave Kansas City, MO	\$	69,088.00
2019	City of Kansas City, MO General Services Department	Gnan Mahalingam	816-513-2326	Municipal Service Center (MSC) Fuel Station - Concrete paving, fuel tanks and fuel system.	5350 Municipal Ave Kansas City, MO 64120	\$	1,816,704.00
2019	City of Kansas City, MO Public Works Department	Kimberly Pemberton	816-513-2741	Beacon Hill Southwest Quadrant Infrastructure Improvements- Street realignment and improvement, Storm and Sanitary Sewer installation, Water Main, Street Lighting and Landscaping.	26th & Troost/ Beacon Hill KCMO	\$	2,560,516.88
2019	General/ Superior Bowen City of Kansas City, MO	Bob Jewett	816- 921-8200	Rehab Berm, Pans, Basins & International Circle- Concrete Curb & Gutter, Concrete Pavement, Storm Inlet.	Kansas City International Airport	\$	160,252.03
2019	City of Kansas City, MO General Services Department	Kimberly Pemberton	816-513-2741	22nd-23rd Street Connector- Street Construction, Asphalt, Concrete Curbs and Gutters, Sidewalks, Bus Stop Slabs, Earthwork, Street Lights, Traffic Control, Pavement Striping and Signage	22nd/ 23rd Street Brooklyn Ave. to Chestnut, Kansas City, MO	\$	3,228,041.92
2018	Kansas Department of Transportation	Nathan Jeffries	913-784-4525	Install concrete curb, guardrail, signage on I-35.	I-35 from S of Lamar to Cambridge Circle	\$	122,227.15
2018	Turner Recreation Commission	Camellia White	913-297-2111	Highland Park Parking Lot - Asphalt Removal and replacement of parking lot.	Kansas City, KS	\$	371,875.00
2018	City of Kansas City Missouri	Erica Fied	816-513-7780	Broadway Westport Streetscape - Remove and replace asphalt and concrete for sidewalks and brick pavers.	39th and Broadway KCMO	\$	568,332.00
2018	Rosecrans Airport/AmeriFence	Tom Jung	913-307-0306 Ext 17	Rosecrans Memorial Airport - Concrete driveway approaches.	St Joseph, MO	\$	8,317.00
2018	City of Lenexa, KS	Kathy McCrabe	913-477-7865	Lenexa Monument Signage 2018- Construction of stone masonry entrance monuments at 18 locations in Lenexa, KS. The monuments consisted of a cast-in-place concrete core with a stone masonry veneer with cast stone panels.	Multiple locations	\$	367,061.00
2018	General/ Electrical Services, Inc. City of Kansas City, Mo	Carl Meinhardt	816-215-9450	Traffic Signal Install at NE Parvin & N Cornington - Removal and replacement of the sidewalk ramps at four corners of an intersection to make the ADA compliant.	NE Parvin Road and N Cornington Ave	\$	26,511.45
2018	Riverside Quindaro Bend Levee District	Ben Drako	816-582-1125	Gateway Sandbag Sill Replacement- Removing Unsuitable Materials, Existing Concrete Sill, Pavement, Sidewalk, Recompacting Subgrade, Forming and Placing the Concrete Sill, Backfilling Formable Fill; Replacing Adjacent Pavement With Concrete Approach Pavement, Replacing Concrete Sidewalks.	Gateway blvd Riverside MO 64150	\$	114,857.00
2018	Unified Government of Wyandotte County Kansas	Kelly Regan	913-573-5440	Pre Cast Restrooms- Installation of two precast restroom buildings, including site preparation, utilities and concrete sidewalk; one restroom at Leo Alvey Park and one at Heathwood Park.	Leo Alvey Park, 4834 Metropolitan Ave Kansas City, KS Homestead Park, 1021 Parallel Pkwy Kansas City, KS	\$	226,703.00
2018	General/ Mark One Electric City of Kansas City, MO	Carl Privitera	816-842-7023	Bartle Hill Lighting- Concrete Light Pole Bases and Equipment Pads	Bartle Hill KCMO	\$	111,015.49
2018	General/ Leyne City of Kansas City, MO	Terry Heiliger	515-866-3462	Relief Wells Phase 2- Excavation, Backfill, Concrete Relief Well Structures, Pavement Repair.	900 NW Richards Rd, Kansas City, MO 64116	\$	572,869.00
2018	City of Independence, MO	Shar Dilmaghani	816-325-7611	Crysler Avenue- Complete Street Improvements, Concrete Curb and Gutter, Concrete Sidewalks, Traffic Signals, Seeding, Signing and Pavement Marking.	Crysler Ave. & 43rd Street Independence, MO 64050	\$	792,166.81

Exhibit A

2018	City of Lee's Summit, MO	Steve Casey	816-989-1503	Lea McKeighan Park North Construction of Concession Building, Picnic Shelter, Shade Shelter, Sidewalks, Trail and Parking Lot.	601 NE Meadow Lane Lee Summit, MO 64083	\$	2,670,804.00
2018	Unified Government of Wyandotte County Kansas	Lidiana Laboy	913-573-5400	Remove and Replace Sidewalks, Handicap Ramps, Curbs and New Street Lights.	Tauronee Avenue to Washington Blvd Kansas City, KS 66102	\$	957,476.91
2018	City of Kansas City, MO Parks and Recreation Department	Richard Allen	816-513-7713	Brunn Creek and Blue River Confluence Trail Concrete Trail, Pedestrian Bridge, Canopy for Railroad Crossing, Seeding, Mulching, Grading, Signage and Pavement Markings.	Elmwood Ave. & Emanuel Cleaver II Blvd Kansas City, MO 64130	\$	1,114,242.00
2018	City of Kansas City, MO Parks and Recreation Department	Richard Allen	816-513-7713	Bannister & James A. Reed Park Improvements Installation of New Trail, Play Equipment, Exercise Station and Synthetic Turf.	99th Street & James A. Reed Road Kansas City, MO 64138	\$	883,416.00
2018	University of Missouri, Kansas City	Chad Brnstow	816-235-1869	Holmes Road - Remove and Replace Sidewalks, Curb and Gutter Widening, Street Resurfacing.	51st Street & Holmes Kansas City, MO 64110	\$	395,015.00
2018	Kansas Department of Transportation	Army Pope	913-721-2754	K-7 - Leavenworth Surfacing and Traffic Signal Surfacing and Traffic Signal Installation of Right Turn Lane, Sidewalks, ADA Ramps and New Traffic Signal.	Left Turn Lanes at 79th Street City of Shawnee Johnson County, Kansas	\$	515,853.00
2018	City of Kansas City, MO General Services Department	Gnani Mahalingam	816-513-2328	ADA Compliant Upgrades #13- Swope Park Pool, Building Repairs, Doors, Carpentry, Masonry, Tile, Painting, Misc. Metals and Concrete Work.	6500-6532 Riverside Dr. Kansas City, MO 64132	\$	1,296,663.48
2018	The Wilson Group City of Kansas City, MO	Jack Reasbeck	816-537-0212	KC Municipal Courthouse Interior Demolition (Time and Materials).	511 E 11th Street Kansas City, MO 64106	\$	70,182.00
2018	Kansas City Area Transportation Authority	Keith Sanders	816-346-0359	3 Trails Transit Center - Installation of new Restroom building with structural footings, Bus Stop Kiosks, Shelter, Previous pavement parking lot and Bus Lane, concrete sidewalk.	8428 Blue Ridge Blvd Kansas City, MO 64138	\$	1,896,792.35
2017	General: Black & McDonald Davis Paint	Darrell Sliinauck	913-647-5522	Electrical Trenching	1311 Iron St. North Kansas City, MO 64116	\$	10,622.00
2017	General: Electrical Services, Inc. City of Overland Park Kansas	Carl Menhardt	816-215-9450	Installation of Sidewalk, Sidewalk Ramps and Installation of Modular Retaining Wall	87th & Farley and 87th & Grant Overland Park, KS 66212	\$	17,356.00
2017	City of Kansas City, MO Parks and Recreation Department	Scott Overbay	816-513-7628	Cliff Drive Scenic Byway- Concrete Trail, Curb & Gutter, ADA Ramps, Sidewalk and Driveways, Storm Sewer Pipe, 2 Large Block retaining wall systems installation, Mulching, Grading and Stigmae	Cliff Drive & Lexington Ave. Kansas City, MO	\$	759,041.26
2017	Wyandotte County Kansas	Scott Nisemeyer	816-650-5038	3 Panels of Sidewalk	Laniel	\$	819.00
2017	7th Street Casino	Jim Nesvold	913-708-2356	Sidewalk Replacement	7th Street Casino	\$	4,615.00
2017	General: DH Pace Park Hill School District	Samantha Moore	816-480-2667	Concrete Trench Repair	Lakeview, Hawthorne, Park Hill HS	\$	7,260.00
2017	General: Universal Construction Company Park Hill School District	Ivan Bowlin	913-342-1150	Concrete Slabs and Sidewalk	Lakeview, Hawthorne, Park Hill HS	\$	119,112.00
2017	Kansas Speedway	Connie Boring	913-328-5081	Install Reinforced Concrete Pads	Kansas City, KS	\$	29,855.00
2017	General: Black & McDonald City of Kansas City, MO	Dan Kinate	913-647-5504	(Old Santa Fe Pump Station) Trenching and Concrete Work	KCMO- Woodsworth road	\$	34,837.00
2017	City of Kansas City, MO Parks and Recreation Department	Mason Alemifar	816-513-5624	Sidewalk Removal and Installation, Pedestrian Crossing Electrical and Striping, Seeding, Historical Markers	KCMO- Marion Park Drive	\$	342,094.20
2017	Curry Real Estate Services	Kari Collier	816-414-5254	Remove and replace existing concrete sidewalks, curbs, and staircase at Kendallwood Apartments	Gladstone, MO Kendallwood Apts.	\$	15,683.00
2017	City of Olathe	Michael Laika	913-971-9659	Downtown Trash Enclosure	Olathe, KS	\$	68,509.75
2017	General: Layne City of Kansas City, MO	Terry Heiliger	515-710-2560	Excavation and Construction of Concrete Vaults in Association with New Relief Wells, Marble Lid Repair, Traffic Control	KCMO, Charles B. Wheeler Downtown Airport	\$	156,414.50
2017	City of Kansas City, Missouri Water Services Department	Caris Bergman	816-513-0348	Rehabilitation of East Bottoms Pump Station including masonry, roofing and flashing.	Kansas City, MO - East Bottoms	\$	1,074,745.00
2017	City of Kansas City, MO Parks and Recreation Department	Jimmie Lossing	816-513-7600	West Terrace Dog Park- Concrete sidewalk/trail, stairs, fencing, landscaping, site amenities for off-leash dog park	Kansas City, MO, West Terrace Off Leash Area	\$	708,268.00

Exhibit A.

2017	City of Gladstone, MO	Glen Whitten	816-436-2200	Cleaning, Grading, installation 1 mile concrete bike trail, new fencing, pedestrian bridge, storm drain modifications, install retaining walls.	Gladstone, MO, Rock Creek Trail	\$ 1,010,635.00
2017	General Blue Nile City of Kansas City, MO	Nick Kisner	816-547-7349	Manhole Grade Adjustments, Demo, Replacement of manholes, and traffic control	Kansas City, MO - Citywide	\$ 88,128.00
2017	City of Kansas City, MO General Services Department	Jenny Hartman	816-513-2526	Miscellaneous ADA Compliant Upgrades #2 to 6 Building interiors-drywall, tile, doors, painting, masonry, carpentry, cabinets, misc. metal, partitions, ceiling, asphalt, striping, grading, doors, and parking lots	Kansas City, Missouri-6 Buildings	\$ 2,642,440.00

PROPOSAL FORM D

RFP 23-389-201

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

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 23-389-201 – N Cass Signal & Intersection Improvements.

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

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

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

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

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

****REVISED** BID PROPOSAL FORM E – Project No. 23-389-201
 N. Cass Signal & Intersection Improvements**

BASE BID:

Description	Unit	Estimated Quantity	Unit Price	Total
Mobilization	L.S.	1	\$ 65,000.00	\$ 65,000.00
Construction Staking	L.S.	1	\$ 4,500.00	\$ 4,500.00
Site Preparation	L.S.	1	\$ 105,460.00	\$ 105,460.00
Removal Of Concrete Curb	L.F.	347	\$ 14.00	\$ 4,858.00
Removal Of Concrete Pavement	S.Y.	252	\$ 72.00	\$ 18,144.00
Removal Of Asphalt Pavement	S.Y.	79	\$ 98.00	\$ 7,742.00
Removal Of Signs	EA	2	\$ 400.00	\$ 800.00
Removal Of Cmp Pipe	L.F.	337	\$ 15.00	\$ 5,055.00
Removal Of Pavement Marking	L.F.	1,685	\$ 1.00	\$ 1,685.00
Relocation Of Signs	EA	1	\$ 350.00	\$ 350.00
Traffic Signal System - Complete	L.S.	1	\$ 325,000.00	\$ 325,000.00
Adjusting Basin Or Inlet	EA	1	\$ 1,200.00	\$ 1,200.00
Type 2 Curb Inlet (5'x3')	EA	1	\$ 6,745.00	\$ 6,745.00
Storm Sewer (15") (Rcp)	L.F.	337	\$ 120.00	\$ 40,440.00
2" Asphalt Surface (Type 3)	S.Y.	448	\$ 33.00	\$ 14,784.00
9" Asphalt Base (Type 1)	S.Y.	448	\$ 69.00	\$ 30,912.00
8.5" Non-Reinforced Concrete Pavement (15' Joints)	S.Y.	427	\$ 103.00	\$ 43,981.00
8" Aggregate Base (Type 5)	S.Y.	1,031	\$ 21.00	\$ 21,651.00
Special Gutter (4.5 Ft Wide)	L.F.	10	\$ 225.00	\$ 2,250.00
Curb & Gutter (Type Cg-1)	L.F.	692	\$ 68.00	\$ 47,056.00
Concrete Sidewalk (4")	S.Y.	56	\$ 102.00	\$ 5,712.00
Concrete Sidewalk Ramps (Incl Dwp)	EA	7	\$ 950.00	\$ 6,650.00
Permanent Seeding	L.S.	1	\$ 5,900.00	\$ 5,900.00
Permanent Signing	L.S.	1	\$ 2,000.00	\$ 2,000.00
Pavement Marking 4 In. Yellow	L.F.	1,430	\$ 1.00	\$ 1,430.00
Pavement Marking 4 In. White	L.F.	560	\$ 1.00	\$ 560.00
Pavement Marking 4 In. White Dotted	L.F.	135	\$ 1.00	\$ 135.00
Pavement Marking 6 In. White	L.F.	700	\$ 5.50	\$ 3,850.00
Pavement Marking 24 In. White	L.F.	160	\$ 20.00	\$ 3,200.00

Pavement Marking Lt/Rt Arrow	EA	6	\$ 300.00	\$ 1,800.00
Temporary Erosion Control	L.S.	1	\$ 3,000.00	\$ 3,000.00
Work Zone Traffic Control	L.S.	1	\$ 10,500.00	\$ 10,500.00
Pre-Construction Photos	L.S.	1	\$ 875.00	\$ 875.00
TOTAL BASE BID				\$ 793,225.00

Company Name Gunter Construction Company

Total Base Bid for Project Number: 23-389-201

\$ 793,225.00

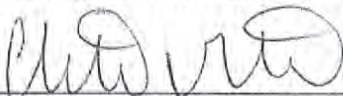
In the blank above insert numbers for the sum of the bid.

(\$ Seven hundred ninety-three thousand, two hundred twenty-five dollars)

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

**BID PROPOSAL FORM E – RFP 23-389-201
CONTINUED**

Company Name Gunter Construction Company

By 
Authorized Person's Signature

Christina Gunter, President
Print or type name and title of signer

Company Address _____

520 Division Street

Kansas City, KS 66103

Phone 913.362.7844

Fax 913.362.7845

Email Christina@gunterkc.com

Date 03/29/2023

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

LATE BIDS CANNOT BE ACCEPTED!

CITY OF RAYMORE

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



ADDENDUM NO. 1

N Cass Signal and Intersection Improvements
Project #23-389-201

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

Addendum No. 1 - Questions and clarification.

1. Question: Who is responsible for setting up the account with Evergy and to pay the fees? What about Right of Way Permits, who pays the fees?

Response: The City will work with Evergy to set up the account. It will be the contractor's responsibility to work with Evergy to get the meter set and pay the associated fees. The contractor will apply for a no charge ROW permit.

2. Question: Regarding the street light to be removed, who owns it? Where is it to be removed to?

Response: The street light is owned by the City of Raymore. The light should be stored at the City of Raymore Public Works Operations Building.

3. Question: Will field testing be required and who is responsible for it?

Response: Concrete testing will be required. One set of tests will need to be done each day that concrete is placed. This will include 4 cylinders, temperature, slump and air tests. The contractor will also be responsible for completing nuclear density testing, or approved equal, on the subgrade that is installed.

4. Question: Will there be utility conflicts?

Response: Utility conflicts are expected on this project. Please see the utility section of the RFP.

5. Question: Is this project MODot Funded?

Response: No MoDot funding exists for this project.

6. Question: For the turn lane, will concrete and asphalt be permitted?

Response: Asphalt or concrete can be used in place of aggregate base in areas that compaction will be difficult to achieve.

7. Question: I wanted to reiterate about the use of concrete base pavement, given the size and shape of the area I believe this could be a better price and alleviate compaction concerns. Please clarify if non-reinforced concrete is an acceptable equivalent for the 9" Asphalt Base item.

Response: Concrete will be considered as an acceptable alternative in areas where compaction will be difficult to achieve.

8. Question: I noticed in the specs that it states for "7 each" ADA Ramps, but the bid form indicates "7 SF", please clarify.

Response: Ramps will be paid per Each. See revised bid form.

8. Question: Will a traffic control plan be required on this project?

Response: A traffic control plan must be submitted for any partial or full closure and will have to be approved by the Director of Engineering.

9. Clarification: Discrepancies on the wiring for pole 1 and pole 5. Please clarify.

Response: Please see revised plan sheet(s).

10. Clarification: The ADA ramps are listed as SF and they need to be EA.

Response: **REVISED** Bid Proposal Form E is attached.

11. Scope: This Addendum No. 1 consists of page AD1-1, includes reprinted project Plan Sheets 9, 11, and 13 covering the following clarifications/revisions to the project plan sheets:

- a. Clarified design elements related to the signal layout, wiring quantities, and wiring diagram.

12. Project Plan Revisions:

- a. Plan sheet 9
 - i. Moved CCTV camera from signal pole 2 mast arm to preferred location on signal pole 2.
- b. Plan Sheet 11
 - i. Added remarks for jumper cable quantities.
 - ii. Revised 7C #16 cable quantities, total revised from 1884 feet to 1896 feet, noted jumper cables.
 - iii. Revised detector cable quantities from 1244 feet to 1274 feet.
 - iv. Revised ground wire cable quantity from 701 feet to 1215 feet. Added note that all conduit and pull boxes shall have 1C #6 Ground Wire.
- c. Plan Sheet 13
 - i. Revised labels and leaders on cable conduits in NW corner of intersection from Pull Box 1 to poles 1, 5, and 6.
 - ii. Revised video (detection) cables for detector locations as depicted in the plans.

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com or by phone at (816) 892-3045.

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

Company Name: Gunter Construction Company


By: Christina Gunter

Title: President

Address: 520 Division Street

City, State, Zip: Kansas City, KS 66103

Date: 3/29/2023 Phone: 913.362.7844

Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID

THIS WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF DENVER STANDARD SPECIFICATIONS FOR UTILITIES, EDITION 2018, SECTION 05100 - SIGNALS AND TRAFFIC CONTROL DEVICES.

POWER LOG
21-100-261-00

CABLE
CONDUIT (WITH #14 TRACER WIRE)

FROM TO	CENTER TO CENTER DISTANCE	CONDUIT	PUSHED	MEDIUM	ON STRUCTURE	REMARKS	FROM TO	CENTER TO CENTER DISTANCE	PICKER	CONTROL			LUMINAIRE CONTROL		DETECTOR	RATIO	REMARKS
										2c #16	3c #16	1c #10	2c #12	3c #16			
CAB 12	16	3"	4"	2"	3"	2-3" Conduits	CAB 12	157		458		213	40	488		13" JUMPER	
CAB 13	22	3"	4"	2"	3"		CAB 13	36		220		88	40	210		13" JUMPER	
CAB 14	21	3"	4"	2"	3"		CAB 14	154		184		210	40	227		13" JUMPER	
CAB 15	32	3"	4"	2"	3"		CAB 15	272		307		334	40	349		13" JUMPER	
CAB 16	28	3"	4"	2"	3"		CAB 16	146		175							
CAB 17	11	3"	4"	2"	3"		CAB 17	139		168							
CAB 18	17	3"	4"	2"	3"		CAB 18	136		59							
CAB 19	23	3"	4"	2"	3"		CAB 19	152		181							
CAB 20	22	3"	4"	2"	3"		CAB 20	152		245							
CAB 21	22	3"	4"	2"	3"		CAB 21	196									
CAB 22	23	3"	4"	2"	3"		CAB 22	96									
CAB 23	23	3"	4"	2"	3"		CAB 23	23									
CAB 24	6	3"	4"	2"	3"		CAB 24	6									
SUBTOTALS									1428	1437	1896	845	160	1574	89	ALL CONDUIT - 250' PULL BOXES SHALL HAVE 1/2" BS. ORANGE SLICE	
TOTALS									1428	1437	1896	845	160	1574	89	1215' OF 1c #6 1215' OF 1c #6	

100 E 10th Street, Suite 100
Denver, CO 80202
Phone: 303.733.1100
Fax: 303.733.1101
www.wilsonandcompany.com



SIGNAL SHEET

Sheet 11 of 22
10/07/2023 09:52:03
671210250265243

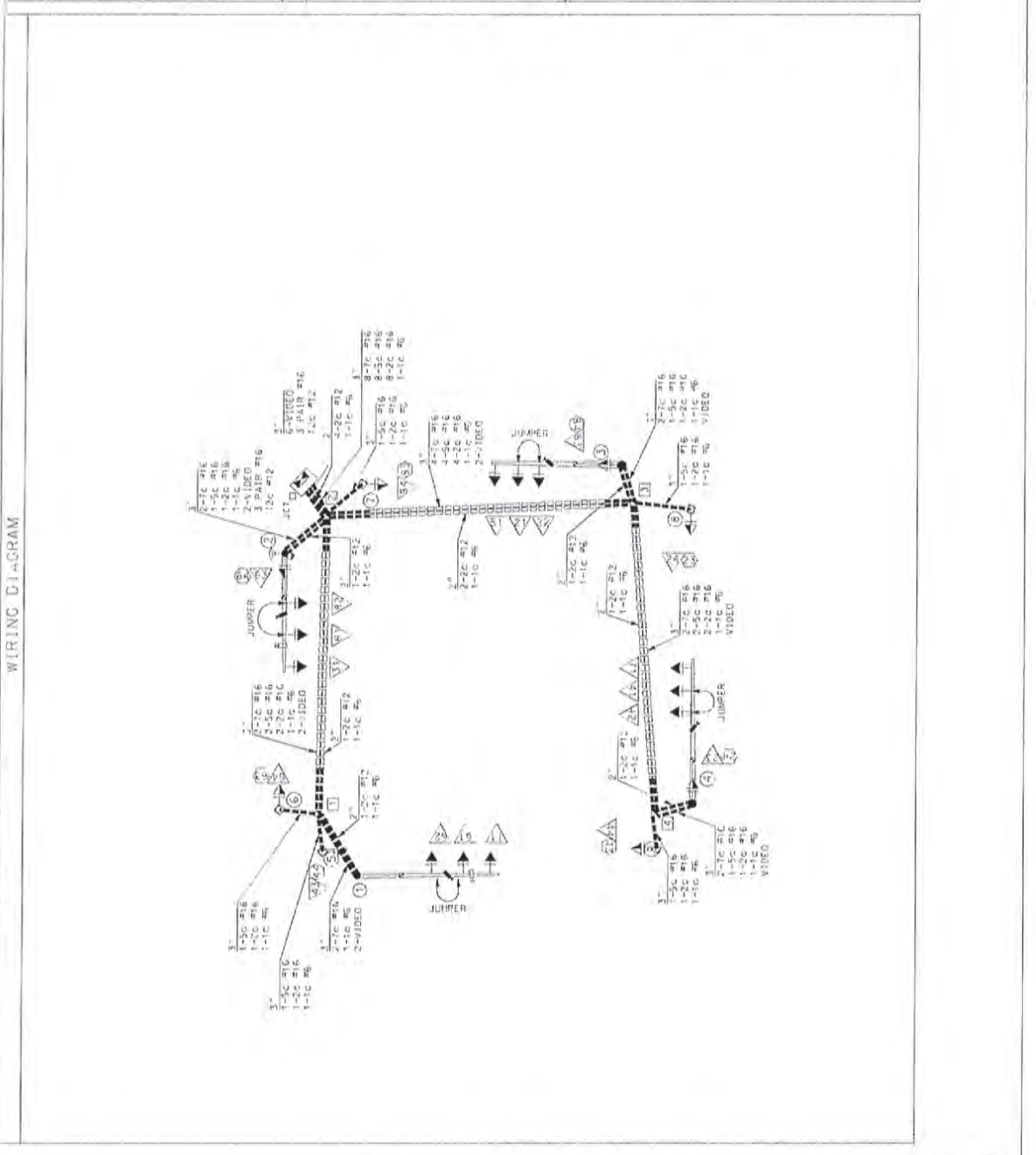
INTERSECTION: DEAN AVE. AND N. CLASS PARK

<p>PROJECT NO: 21-100-284-00</p>	<p>DATE</p>	<p>DESCRIPTION</p>	<p>100 KATHLEEN DRIVE RAYMORE, MO 64153-1823 TEL: 816-231-8871 RAYMORE come home to RAYMORE</p>	<p>100 E 10TH ST., SUITE 200 WILSON CITY, MISSOURI 64153 PHONE: 816-231-1000 WILSON & COMPANY</p>	<p>WIRING DIAGRAM</p>
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SCALE
 0 20 40 60

LEGEND

- CONDUIT (RAPPED)
- ▬ CONDUIT (STRAIGHT)
- ⊠ FULL BOX WITH NUMBER
- ⊙ POST WITH NUMBER
- ⊗ DETECTOR WITH NUMBER
- ▲ SIGNAL HEAD WITH NUMBER
- ◻ SIGNAL CONTROLLER



RAYMORE
 6555 PAWY AND DEAN AVE
 WIRING DIAGRAM
 SHEET 5 OF 6

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 Christina Gunter, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Gunter Construction Company

Company: Gunter Construction Company

Address: 520 Division Street, Kansas City, KS 66103

- 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 # 23-389-201.
- 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.

Gunter Construction Company
Company Name

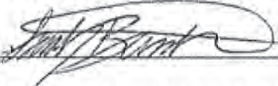

Signature

Name: Christina Gunter

Title: President

STATE OF Missouri COUNTY OF Jackson

Subscribed and sworn to before me this 29th day of March, 2023.

Notary Public: 

My Commission Expires: 10/10/2026 Commission # 22094120

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.



THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

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

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

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

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

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



Company ID Number: 361543

Approved by:

Employer Gunter Construction Company	
Name (Please Type or Print) Christina Gunter	Title President
Signature Electronically Signed	Date 10/01/2010
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 10/01/2010



Company ID Number: 361543

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Gunter Construction Company
Company Facility Address	520 Division Kansas City, KS 66103
Company Alternate Address	
County or Parish	WYANDOTTE
Employer Identification Number	431596391
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: July 10, 2023

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

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

TITLE / ISSUE / REQUEST

Bill 3829: Hunter's Glen Storm Repair

STRATEGIC PLAN GOAL/STRATEGY

2.2.3 Value & protect natural resources and green spaces

FINANCIAL IMPACT

Award To:	SAK Construction
Amount of Request/Contract:	\$222,445
Amount Budgeted:	\$424,000
Funding Source/Account#:	Fund 46

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
September 2023	November 2023

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
Location Map

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Hunter's Glen Storm Repair project will include repair of storm water culverts at the location shown on the attached map.

Bids were received for the Hunter's Glen Storm Repair project on June 28, 2023, as follows:

SAK Construction LLC	\$222,445
Municipal Pipe Tool Co LLC	\$231,851
Insituform Technologies USA, LLC	\$279,011

SAK Construction LLC has been determined to be the lowest and best bidder.



Published: 7/3/2023
1 in = 94.04 ft

Elubadhi Hill Rd

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

BILL 3829

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SAK CONSTRUCTION LLC FOR THE HUNTER'S GLEN STORM REPAIR PROJECT, CITY PROJECT NUMBER 23-429-201, IN THE AMOUNT OF \$222,445 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, this project is included in the FY 2023 Capital Budget; and,

WHEREAS, bids for this project were received on June 28, 2023; and,

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

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

Section 1. The City Manager is directed to enter into a contract in the amount of \$222,445 with SAK Construction LLC for the Hunter's Glen Storm Repair project, attached as Exhibit A.

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

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

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

DULY READ THE FIRST TIME THIS 10TH DAY OF JULY, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 24TH DAY OF JULY, 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

Hunter's Glen Storm Repair

This Contract for the Hunter's Glen Storm Repair, hereafter referred to as the **Contract** is made this 24th day of July, 2023, between SAK Construction LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 864 Hoff Road, O'Fallon, MO 63366, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

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

This contract is effective as of July 24, 2023 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 23-429-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as

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

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of **90** calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$222,445.

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)

SAK CONSTRUCTION, LLC

By: _____

Title: _____

Attest: _____

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Hunter's Glen Storm repair

ANTICIPATED SCOPE OF SERVICES:

Install approximately 500 feet of Storm CIPP including flowline repairs and video, 4 inlet top replacements , and 2 shallow (top of pipe) point repairs.

1. SPECIFICATIONS WHICH APPLY

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

2. PROJECT AWARD

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

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

3. PROJECT COMPLETION AND SCHEDULE

It is expected that Notice of Award shall be issued July 2023.

General Conditions, Section 17.02 of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri" October 2013 shall be amended to include the following:

Contractor shall complete work within 90 calendar days of execution of the Notice to Proceed.

4. ENGINEER

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

5. GENERAL CONDITIONS

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

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

6. MEASUREMENT AND PAYMENT

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

Mobilization, Bonds, and Insurance: Mobilization, Bonds and Insurance will be considered a lump sum item for payment.

Pre-Installation Video: Pre-Installation Video of Sewer shall be measured and paid for at the unit price per linear foot. The cost for this item shall include all equipment, labor, cleaning and materials required for the video recording in a digital format of the inside of all gravity sewer lines prior to cleaning and restoration of any disturbed areas that will not be restored as part of Liner installation. The cost for this item shall also include delivering 2 copies of this recording to the Owner and allowing sufficient time for review.

Flowline Repairs: Flowline repairs shall be measured and paid for at the unit price per linear foot. The cost for this item shall include all equipment, labor, cleaning and materials to re-establish flowline (if needed).

Liner Installation (CIPP): Liner Installation shall be measured and paid for at the unit bid price per linear foot. The unit cost for this item shall include all equipment, cleaning, labor, materials, restoration of disturbed areas, and post-installation testing (and video) per the ASTM

specifications for Cured-In-Place-Pipe. Any by-pass pumping required will be considered incidental to this unit price. Any traffic control will be considered incidental to this unit price.

Existing pipe is:

49" X 33" CSPA Line A1 to A2

43" X 27" CSPA Line A2 to A3

30" CMP Line A3 to End Section (Area Inlet)

CIPP shall be equivalent or the closest equivalent size.

Point Repair: Shall be measured and paid for per each as indicated on the Bid Form. The unit cost for this item shall include all equipment, labor and materials required to repair a shallow large tear at the top of the 137 X 42" CMP (Located between A1 and End Section). This section is not being lined. The second possible repair is the top of a shallow 30" CMP.

Inlet Top: Shall be measured and paid for per each as indicated on the Bid Form. The unit cost for this item shall include all equipment, labor and materials required to remove and replace inlet tops.

7. ADDITIONAL INFORMATION

7.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
23-429-201

Appendix B
General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

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

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

N. *No Escalation of Fees*

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

O. *Safety Training*

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

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

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 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 may be imposed by Section 34.353 of the revised Statutes of Missouri, as amended.
3. The written certification contemplated by Subsection 1(b) of this Section Y shall be maintained by the City for a period of at least three (3) years.

Z. Affidavit of Work Authorization and Documentation

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

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

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

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

PROPOSAL FORM A
RFP 23-429-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: SAK Construction, LLC

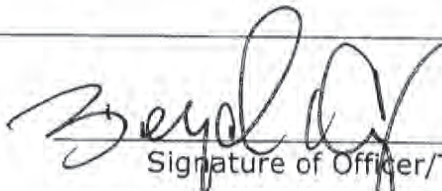
ADDRESS: 864 Hoff Road
Street

ADDRESS: O'Fallon MO 63366
City State Zip

PHONE: 636.385.1000

E-MAIL: bidcipcc@sakcon.com

DATE: June 28, 2023
(Month-Day-Year)

 / Vice President
Signature of Officer/Title Boyd Hirtz

DATE: N/A
(Month-Day-Year)

Signature of Officer/Title

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

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

PROPOSAL FORM B
RFP 23-429-201

CONTRACTOR DISCLOSURES

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

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

**With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*

9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business? Yes ___ No
10. Has the Firm been the subject to any bankruptcy proceeding? Yes ___ No

Legal Matters

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

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

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

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

Required Representations

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

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

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

PROPOSAL FORM C
 RFP 23-429-201

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	KCMO Water Services
ADDRESS	4800 E. 63rd Street, Kansas City, MO 64130
CONTACT PERSON	Paul South
CONTACT EMAIL	paul.south@kcmo.org
TELEPHONE NUMBER	816.513.0263
PROJECT, AMOUNT AND DATE COMPLETED	City Wide Sewer Main Rehabilitation Fiscal Year 2022 \$8,500,00.00 / Substantially Completed 03/19/23

COMPANY NAME	Manhattan, KS
ADDRESS	1101 Poyntz Avenue, Manhattan, KS 66502
CONTACT PERSON	Norm Francis, City of Manhattan
CONTACT EMAIL	francisn@cityofmnhk.com
TELEPHONE NUMBER	785.587.4583
PROJECT, AMOUNT AND DATE COMPLETED	2021 CIPP Sanitary Sewer \$559,997.60 / Completed 08/15/21

COMPANY NAME	City of Smithville, MO
ADDRESS	107 W. Main Street, Smithville, MO 64089
CONTACT PERSON	Gina Pate
CONTACT EMAIL	gpate@smithvillemo.org
TELEPHONE NUMBER	816.608.1322
PROJECT, AMOUNT AND DATE COMPLETED	RFP 22-16 Sanitary Sewer Rehabilitation \$165,956 / Substantially Complete 10/30/22

COMPANY NAME	City of Jackson, MO
ADDRESS	101 Court Street, Jackson, MO 63755
CONTACT PERSON	Anna Bergmark, P.E., City Engineer
CONTACT EMAIL	abergmark@jacksonmo.org
TELEPHONE NUMBER	573.243.2300
PROJECT, AMOUNT AND DATE COMPLETED	2022 Annual Sanitary Sewer Lining Program \$137,062.25 / Substantially Complete 12/19/22

COMPANY NAME	City of Ozark, MO
ADDRESS	205 N. 1st Street, Ozark, MO 65721
CONTACT PERSON	Tim Schowe (Cochran Engineering)
CONTACT EMAIL	tschowe@cochraneng.com
TELEPHONE NUMBER	417.595.4108
PROJECT, AMOUNT AND DATE COMPLETED	2022 Sanitary Sewer Rehabilitation (CIPP) SW22-469 \$315,332.00 / Substantially Complete 03/12/23

State the number of Years in Business: 17

State the current number of personnel on staff: 474

PROPOSAL FORM D
RFP 23-429-201

Proposal of _____ SAK Construction, LLC _____, organized and
(Company Name)
existing under the laws of the State of _____ Missouri _____, doing business
as Limited Liability Company (*) _____

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. 23-429-201 – Hunter’s Glen Storm Repair.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 1 & 2, 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. 23-429-201

Hunter’s Glen Sorm Repair

Base Bid

Bid Item	Units	Estimated Quantities	Unit Price	Total Est. Price
Mobilization, Bonds, Insurance	EA	1	\$ 945.00	\$ 945.00
Pre-Installation Video	LF	456	\$ 20.00	\$ 9,120.00
Flowline Repairs	LF	200	\$ 50.00	\$ 10,000.00
49" X 33" CIPP	LF	196	\$ 350.00	\$ 68,600.00
43" X 27" CIPP	LF	32	\$ 830.00	\$ 26,560.00
30" CIPP	EA	143	\$ 290.00	\$ 41,470.00
15" CIPP	LF	85	\$ 230.00	\$ 19,550.00
Point Repair	EA	2	\$ 17,000.00	\$ 34,000.00
6' X 6' Inlet Top	EA	2	\$ 3,250.00	\$ 6,500.00
4' X 4' Inlet Top	EA	2	\$ 2,850.00	\$ 5,700.00
TOTAL				\$ 222,445.00

Company Name SAK Construction, LLC

Total Base Bid for Project Number: 23-429-201

\$ 222,445.00

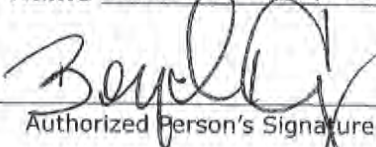
In the blank above insert numbers for the sum of the bid.

(\$ Two hundred Twenty-Two thousand, Four hundred Forty-Five Dollars and No Cents)

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

**BID PROPOSAL FORM E – RFP 23-429-201
CONTINUED**

Company Name SAK Construction, LLC

By 
Authorized Person's Signature

Boyd Hirtz, Vice President
Print or type name and title of signer

Company Address 864 Hoff Road
O'Fallon, MO 63366

Phone 636.385.1000

Fax 636.385.1100

Email bidcippc@sakcon.com

Date June 28, 2023

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. 2

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 Boyd Hirtz, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Boyd Hirtz

Company: SAK Construction, LLC

Address: 864 Hoff Road, O'Fallon, MO 63366

- 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 # 23-429-201.
- 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.

SAK Construction, LLC

Company Name

Boyd Hirtz

Signature

Name: Boyd Hirtz

Title: Vice President



STATE OF Missouri COUNTY OF St. Charles

Subscribed and sworn to before me this 28th day of June, 2023.

Notary Public: Theresa H. Messer / Theresa H. Messer

My Commission Expires: March 30, 2027 Commission # 15634377

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

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

Company ID Number: 199387

Approved by:

Employer SAK Construction LLC	
Name (Please Type or Print) Angela Hirtz	Title
Signature Electronically Signed	Date 03/19/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/19/2009

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



ADDENDUM NO. 1
Hunter's Glen Storm Repair
Project #23-429-201

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

Addendum No. 1 - Question and clarification.

1. Question: Please provide the CIPP specifications.

Response: Attached.

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after June 23, 2023 at 5 p.m.

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

Company Name: SAK Construction, LLC

By: Boyd Hirtz

Title: Vice President

Address: 864 Hoff Road

City, State, Zip: O'Fallon, MO 63366

Date: June 28, 2023 Phone: 636.385.1000

Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID

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



ADDENDUM NO. 2
Hunter's Glen Storm Repair
Project #23-429-201

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

Addendum No. 2 - Question and clarification.

1. Question: Will there be restoration required on point repairs?

Response: Restoration is subsidiary to the Point Repair line item. This is expected to be replacing mulch over the Line A1 repair (mulch may be reused) and seed/straw at the line A3 repair.

2. Clarification: There is no pre-approval status required of contractors as listed in Addendum 1 Specifications.

3. Question: What type of repair is expected on the pipe? Are we cutting a section out and replacing it? Or cleaning the bad spot off and covering with flashing and concrete? What or how are you expecting it to be repaired.

Response: The point repair on Line A1 to the end section can be covered with flashing. The repair on Line A3 may need a section removed and replaced based on the pre-installation video and what is required to be able to install CIPP.

4. Question: Can the box lids be precast?

Response: Yes

5. Question: Do the lids need to have rings and covers in them?

Response: Yes. Inlet box specifications can be found on the City's website.

6. Question: Are the lids standard 6" or heavy duty 8" ?

Response: 6"

7. Question: Does the city have a place to go with the spoils and concrete from this project?

Response: No

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after June 23, 2023 at 5 p.m.

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

Company Name: SAK Construction, LLC

By: Boyd Hirtz

Title: Vice President

Address: 864 Hoff Road

City, State, Zip: O'Fallon, MO 63366

Date: June 28, 2023 Phone: 636.385.1000

Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID



636.385.1000 tel
636.385.1100 fax
864 Huff Road
O'Fallon, MO 63366
www.sakcon.com

January 31, 2023

To Whom It May Concern:

Joe Feuerborn, Vice President and General Manager of our CIPP Division is hereby authorized to sign bids, extend offers, submit proposals, and execute contracts on behalf of SAK Construction, LLC.

Boyd Hirtz, Vice President is hereby authorized to sign bids, extend offers, submit proposals, and execute contracts on behalf of SAK Construction, LLC.

Jerome P. Shaw, Jr.
President
SAK Construction, LLC

State of Missouri)

County of St. Charles)

On this 31st day of January, in the year 2023, before me, Kathleen Ann Reed, a notary public, personally appeared, Jerome P. Shaw, Jr. proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same. Witness my hand and official seal.

NOTARY PUBLIC

KATHLEEN ANN REED
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR LINCOLN COUNTY
MY COMMISSION EXPIRES AUG 13, 2024
ID #20854191

SEAL

**WRITTEN CONSENT
OF THE SOLE MANAGER OF
SAK CONSTRUCTION, LLC**

Pursuant to Sections 347.083 of The Missouri Limited Liability Company Act and Section 5.3 of the Operating Agreement of SAK Construction, LLC, a Missouri limited liability company (the "Company"), the undersigned, being the sole manager of the Company, hereby adopts the following resolutions for the Company and consents to the taking of the actions therein described, such consent to have the same force and effect as a unanimous vote of the managers of the Company at a meeting duly held on the date hereof:

RESOLVED, that the following individuals are hereby elected as officers of the Company, to hold the offices set forth opposite their respective names below for the ensuing year or until their successors are duly elected and shall have qualified, unless sooner removed by the Manager:

Thomas Kalishman	Chairman and Chief Executive Officer
Jerome P. Shaw, Jr.	President
Boyd Hirtz	Vice President
Joe Feuerborn	Vice President
Roger Archibald	Chief Financial Officer, Secretary and Treasurer
Steve Stulce	Assistant Secretary and Assistant Treasurer

RESOLVED FURTHER, that any and all action heretofore taken, and any and all things heretofore done, by any director of the Company in connection with, or with respect to, the matters referred to in the foregoing Resolutions be and hereby are confirmed as authorized and valid acts taken on behalf of the Company.

RESOLVED FURTHER, that the foregoing resolutions shall replace and supersede any and all prior resolutions appointing officers of the Company.

Dated as of January 1, 2023.


Jerome P. Shaw, Jr., Sole Manager



Published: 7/3/2023
1 in = 94.04 ft

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



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: July 10, 2023

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

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

TITLE / ISSUE / REQUEST

Bill 3830: Award of Contract - Salt Dome Pad

STRATEGIC PLAN GOAL/STRATEGY

1.2.1 Create a physical environment that promotes a sense of pride

FINANCIAL IMPACT

Award To:	Calvert's Paving Inc.
Amount of Request/Contract:	\$64,173
Amount Budgeted:	\$74,200
Funding Source/Account#:	Fund 36

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
September 2023	October 2023

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Jim Feuerborn

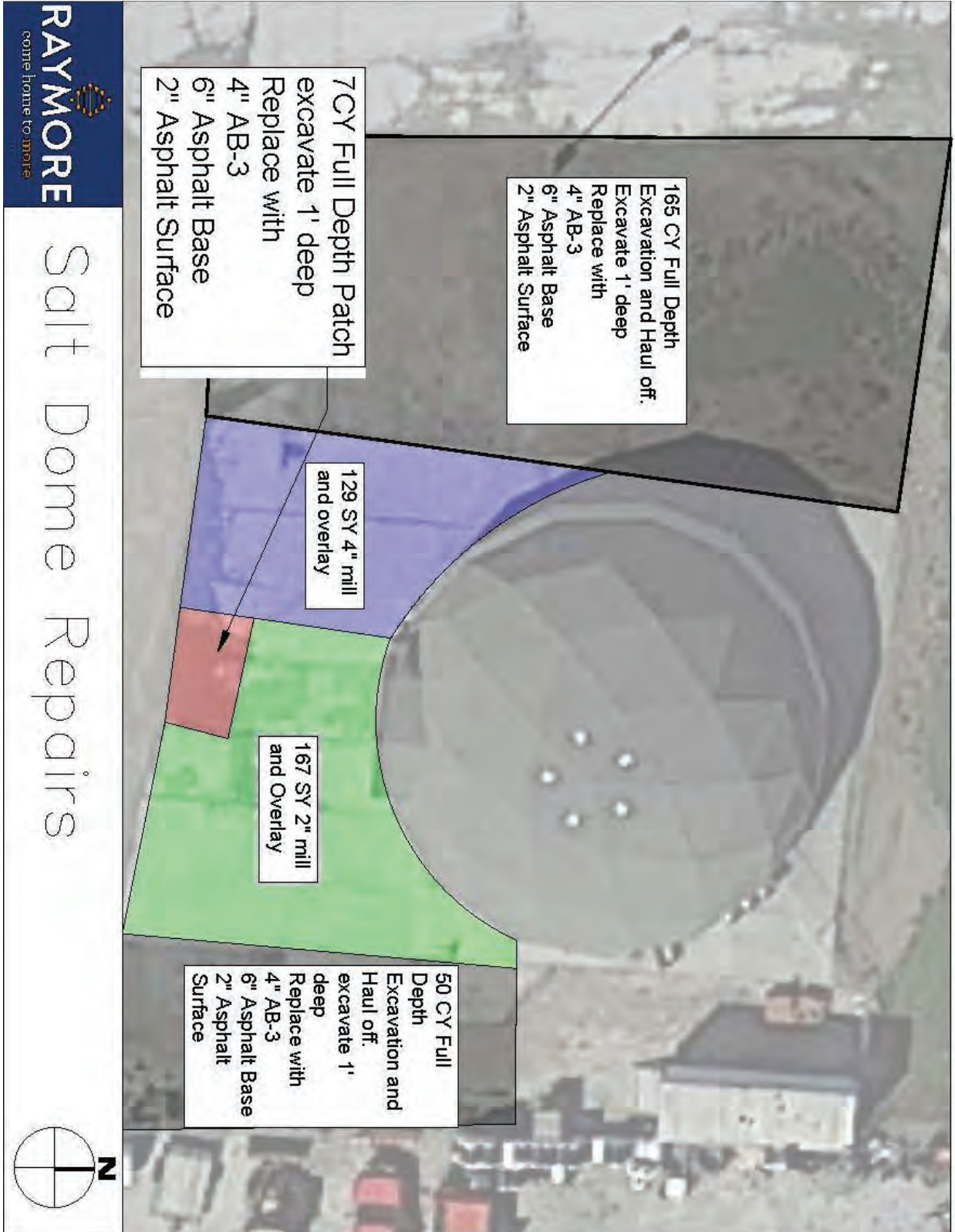
BACKGROUND / JUSTIFICATION

The Salt Dome Pad Replacement project will include removal and replacement of the asphalt pad at the entrance to the salt dome along with drainage improvements around the perimeter of the dome.

Bids were received for the Salt Pad Replacement project on May 23, 2023 as follows:

Calvert's Paving Inc	\$64,173
McConnell & Associates	\$92,270

Calvert's Paving Inc has been determined to be the lowest and best bidder.



BILL 3830

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CALVERT'S PAVING INC FOR THE SALT DOME PAD REPLACEMENT PROJECT, CITY PROJECT NUMBER 23-425-201, IN THE AMOUNT OF \$64,173 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, this project is included in the FY 2023 Capital Budget; and,

WHEREAS, bids for this project were received on May 23, 2023; and,

WHEREAS, Calvert's Paving Inc has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is directed to enter into a contract in the amount of \$64,173 with Calvert's Paving Inc for the Salt Dome Pad Replacement project, attached as Exhibit A.

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

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

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

DULY READ THE FIRST TIME THIS 10TH DAY OF JULY, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 24TH DAY OF JULY, 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

Salt Dome Pad Replacement

This Contract for the Salt Dome Pad Replacement, hereafter referred to as the **Contract** is made this 24th day of July, 2023, between Calvert’s Paving, Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 6500 E 35th Terrace, Kansas City, MO 64129, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

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

This contract is effective as of July 24, 2023 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 23-425-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as

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

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

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

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$64,173.00.

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

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

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

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

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

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

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

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

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

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

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

ARTICLE VII RESPONSIBILITIES

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

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

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

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

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

Salt Dome Pad Replacement

ANTICIPATED SCOPE OF SERVICES:

The 2023 Salt Dome Pad Replacement Project primarily consists of removal and replacement of an existing asphalt pad.

1. SPECIFICATIONS WHICH APPLY

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

2. PROJECT AWARD

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

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

3. PROJECT COMPLETION AND SCHEDULE

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

4. ENGINEER

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

5. GENERAL CONDITIONS

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

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

6. SPECIAL CONDITIONS

- *2" Milling:* The unit price named in the bid shall be for the Square Yards (SY) of 2" deep milling completed. The unit price named in the bid shall cover all costs to mill 2" of existing material, haul away and disposal of material.
- *4" Milling:* The unit price named in the bid shall be for the Square Yards (SY) of 4" deep milling completed. The unit price named in the bid shall cover all costs to mill 4" of existing material, haul away and disposal of material.
- *Excavation and Haul Off:* The unit price named in the bid shall be for the Cubic Yards (CY) of excavation and haul off completed. The unit price named in the bid shall cover all costs associated with excavating, loading, haul away and disposal of material.
- *4" AB-3 Base:* The unit price named in the bid shall be for the Tons of AB-3 placed. The unit price named in the bid shall cover all costs associated with placing and compacting a 4" thick layer of AB-3 base aggregate.
- *6" Asphalt Base:* The unit price named in the bid shall be for the Tons of 6" thick asphalt placed. The unit price named in the bid shall cover all costs to install the 6" asphalt base. The asphalt shall be APWA Type 1 Recycled Mix with less than 30% recycled content.

- *2" Asphalt Surface:* The unit price named in the bid shall be for the Tons of 2" thick asphalt placed. The unit price named in the bid shall cover all costs including tack oil to install the 2" asphalt surface. The asphalt shall be APWA Type 3 Virgin Mix.
- *Mobilization, Bonds and Insurance:* The unit price named in the bid shall be for the Lump Sum (LS) of the mobilization, bonds and insurance. Please see Appendix B General Terms and Conditions for additional information.
- *Site Restoration:* Site Restoration (if vegetated areas are disturbed) shall be considered subsidiary to this project. The contractor shall follow APWA specifications section 2400 for Type A seed. Topsoil shall be used as fill material. Topsoil shall be defined as: fertile, friable and loamy soil of uniform quality, without admixture of subsoil material, and shall be free from material such as hard clods, stiff clay, hardpan, partially disintegrated stone, pebbles larger than one inch in diameter, and other impurities. Topsoil shall be relatively free from grass, roots, weeds, and other objectionable plant material or vegetative debris undesirable or harmful to plant life or which will prevent the formation of suitable seedbed. **Acceptance of this project and release of final payment will not occur until vegetation is established.**
- *Construction Schedule:* After being awarded the contract, the Contractor shall immediately prepare and submit for approval by the City, a construction schedule that will insure completion of the project within the contract time. The schedule shall be submitted to the Engineer within ten (10) calendar days after issuance of the notice of award. The Contractor will notify the City immediately of any significant changes in the submitted schedule of work.

7. ADDITIONAL REQUIREMENTS

- *Tax Exempt:* This is a Tax Exempt Project
- *Utilities:* Regardless of what utilities are shown in the bidding documents and utility locations listed, the bidder shall contact each area utility to determine the presence and location of the utility lines. The bidder shall determine and shall assume the risk as to whether utilities that are to be relocated by the utility company have in fact been relocated and if not, when the utility company anticipates the relocation shall be completed. The bidder shall independently determine the reliability of the information received from the utility

companies and shall make the determination as to the sequence and timing of utility relocations in determining a bid.

8. PROTECTION OF PUBLIC & PRIVATE PROPERTY

- *Missouri One Call:* Before starting work, the Contractor shall notify all utilities involved, and shall request them for cooperation in locating lines in advance of the work. The Contractor shall make reasonable effort to avoid breaking utility lines. The utility shall be notified immediately should a break occur in a line during construction under this contract. Any lines so broken by the contractor shall be repaired according to the utility company's standards at the expense of the Contractor.
- *Pavement Protection:* Wherever the work is along existing pavement, which is to be retained, traction equipment with lugs will not be permitted. The Contractor shall use utmost care not to damage or destroy any existing pavement. Any pavement damaged or destroyed due to the operations of the Contractor, which is not within the contract limits shall be replaced.
- *Damages:* The Contractor will exercise care to prevent damage to existing roadways, highways, ditches, shoulders, structures, trees, and underground utilities adjacent to the construction site. The Contractor shall be held responsible for all damage to roads, highways, shoulders, ditches, bridges, culverts, trees, and other property, caused by him or his subcontractors in transporting materials to or from the site of work, regardless of location of such damage, and shall pay for or replace such damaged property to the satisfaction of the Owner of such property.

9. MEASUREMENT AND PAYMENT

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

a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices named in the bid.

10. ADDITIONAL INFORMATION

10.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 23-425-201

Appendix B
General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

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

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

N. *No Escalation of Fees*

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

O. *Safety Training*

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

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

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 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.

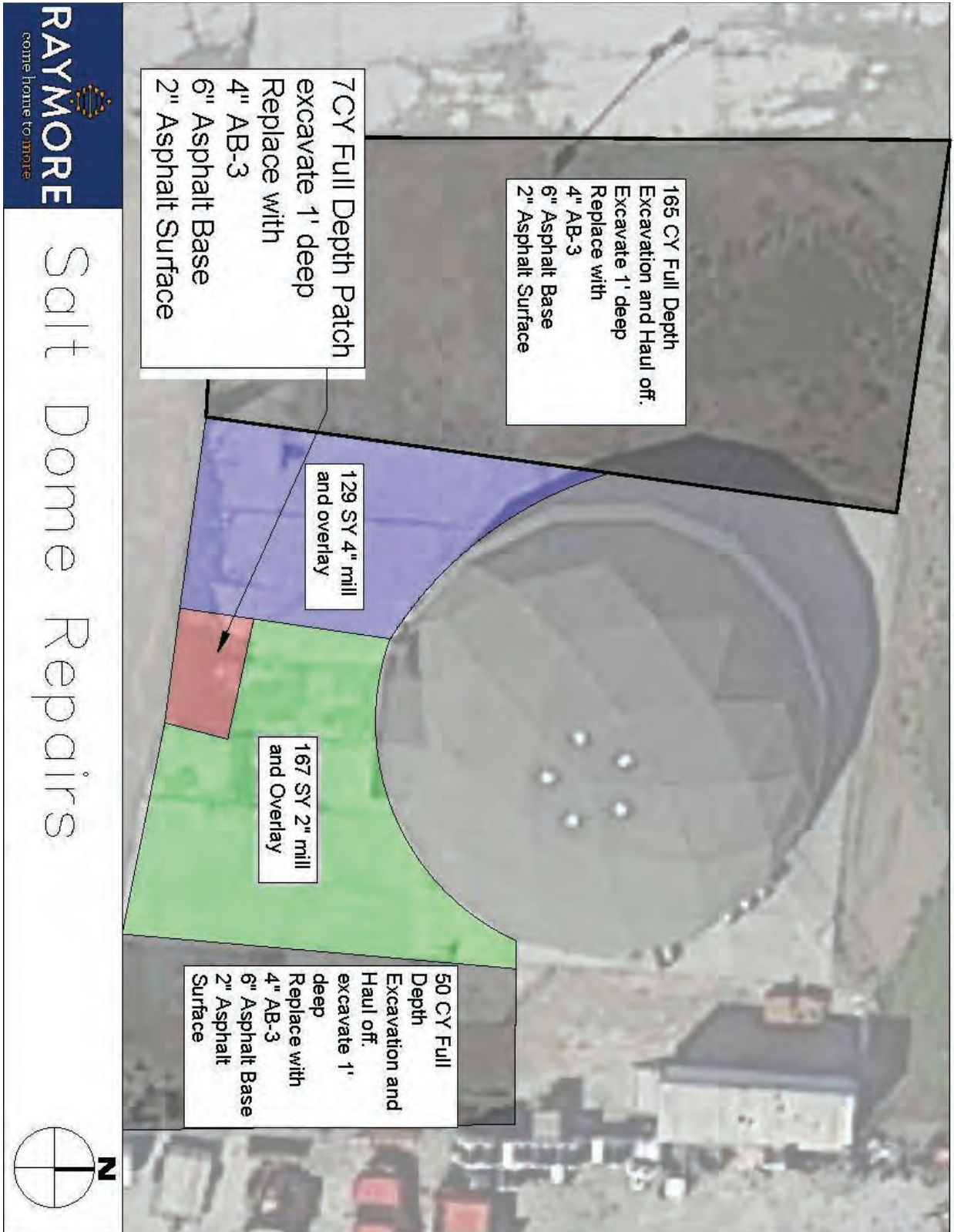
Z. Affidavit of Work Authorization and Documentation

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.



COR1

BID PROPOSAL FORM E – Project No. 23-425-201

Salt Dome Pad Replacement

Base Bid

Base Bid Items	Units	Estimated Quantities	\$/Units	Total
2" Milling	SY	167	9.00	\$ 1503.00
4" Milling	SY	129	12.00	\$ 1548.00
Excavation and Haul Off	CY	219	115.56	\$ 25307.64
4" AB-3 Base	Ton	108	50.00	\$ 5400.00
6" Asphalt Base	Ton	222	60.00	\$ 13320.00
2" Asphalt Surface	Ton	107	80.00	\$ 8560.00
Mobilization, bonds and insurance	LS	1		\$ 8534.36
TOTAL BASE BID				\$ 64173.00

Company Name Calvert's Paving, Inc

Total Base Bid for Project Number: 23-425-201

\$ 64173.00

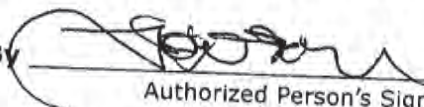
In the blank above insert numbers for the sum of the bid.

(\$ Sixty Four Thousand One Hundred Seventy Three and 00/100)

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

**BID PROPOSAL FORM E - RFP 23-425-201
CONTINUED**

Company Name Calvert's Paving, Inc

By  _____
Authorized Person's Signature

John Eskew V.P. - Sales
Print or type name and title of signer

Company Address _____
6500 E 35th Terrace
Kansas City, MO 64129

Phone (816) 468-9988

Fax (816) 468-9966

Email john@calvertspaving.com

Date 05/22/2023

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!

PROPOSAL FORM A
RFP 23-425-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: Calvert's Paving, Inc

ADDRESS: 6500 E 35th Terrace
Street

ADDRESS: Kansas City, MO 64129
City State Zip

PHONE: (816) 468-9988

E-MAIL: april@calvertspaving.com

DATE: 05/22/2023
(Month-Day-Year)  V.P. - Sales
Signature of Officer/Title

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

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

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

PROPOSAL FORM B
RFP 23-425-201

CONTRACTOR DISCLOSURES

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

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

Legal Matters

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

Yes No If yes, provide details in an attachment.

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

Yes No If yes, provide details in an attachment.

Required Representations

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

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

PROPOSAL FORM C
 RFP 23-425-201

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 Randolph
ADDRESS	PO Box 34488 North Kansas City, MO 64116
CONTACT PERSON	Nancy Heathman
CONTACT EMAIL	cityofrandolphmo@gmail.com
TELEPHONE NUMBER	(816) 665-9409
PROJECT, AMOUNT AND DATE COMPLETED	Asphalt overlay, \$114530.00, completed 7/2021

COMPANY NAME	North Kansas City School District
ADDRESS	2000 NE 46th Street Kansas City, MO 64116
CONTACT PERSON	Mark Graviett
CONTACT EMAIL	mark.graviett@nkcschools.org
TELEPHONE NUMBER	(816) 321-5015
PROJECT, AMOUNT AND DATE COMPLETED	Admin Complex Asphalt Overlay, \$818874.00, completed 7/2022

COMPANY NAME	Luke Draily Construction
ADDRESS	75 NW Business Park Lane Riverside, MO 64150
CONTACT PERSON	Pam Becker
CONTACT EMAIL	pbecker@lukedraily.com
TELEPHONE NUMBER	(816) 459-8531
PROJECT, AMOUNT AND DATE COMPLETED	Brighton Creek Asphalt Overlay, \$552796.00, completed 4/2023

COMPANY NAME	BCCM Construction
ADDRESS	100 E 7th St., Suite 201 Kansas City, MO
CONTACT PERSON	Kristin Tucker
CONTACT EMAIL	ktucker@bccmconstruction.com
TELEPHONE NUMBER	(816) 659-9115
PROJECT, AMOUNT AND DATE COMPLETED	Freddy's - Martin City Asphalt Overlay, \$60726.00, completed 2/2023

COMPANY NAME	Hentzen Construction Services
ADDRESS	3711 N Hillside Wichita, KS 67219
CONTACT PERSON	Lisa Hentzen
CONTACT EMAIL	lisa@hentzenservices.com
TELEPHONE NUMBER	(316) 267-3321
PROJECT, AMOUNT AND DATE COMPLETED	Starbucks - Ottawa Asphalt Overlay, \$67881.00, completed 9/2022

State the number of Years in Business: 21

State the current number of personnel on staff: 18

PROPOSAL FORM D
RFP 23-425-201

Proposal of Calvert's Paving, Inc, organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as Calvert's Paving, Inc (*) A Corporation

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 23-425-201 - Salt Dome Pad Replacement.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) N/A, 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.

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 John Eskew, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: John Eskew

Company: Calvert's Paving, Inc

Address: 6500 E 35th Terrace Kansas City, MO 64129

- 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 # 23-425-201.
- 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.

Calvert's Paving, Inc
Company Name

[Signature]
Signature

Name: John Eskow

Title: VP - of - Sales

STATE OF Missouri COUNTY OF Jackson

Subscribed and sworn to before me this 22nd day of May, 2023.

Notary Public: Vikki K. Lager

My Commission Expires: August 03, 2026 Commission # 14922738

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.





CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: July 10, 2023

SUBMITTED BY: Jim Feuerborn

DEPARTMENT: Administration

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

TITLE / ISSUE / REQUEST

Bill 3832: Award of Contract to Missouri Capitol Solutions, LLC

STRATEGIC PLAN GOAL/STRATEGY

1.2:1: Create a physical environment that inspires a sense of pride

FINANCIAL IMPACT

Award To: Missouri Capitol Solutions, LLC
Amount of Request/Contract: \$99,428.52
Amount Budgeted:
Funding Source/Account#:

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
Immediate	July 31, 2024

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

In an effort to continue the City's work to amend state statute to prevent close proximity placement of a landfill near Raymore's border without consent of the Council, the Mayor and City Manager do recommend that we again engage the services of our political consultants.

During the last legislative session, the City engaged Missouri Capitol Solutions for their political consulting services in Jefferson City.

Missouri Capitol Solutions was highly effective in consulting with the City and making a positive impact on the City's efforts in Jefferson City.

It is recommended that the city once again engage this firm for the upcoming legislative session. The preliminary work for the next session will begin immediately upon passage of this bill.

BILL 3832

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH MISSOURI CAPITOL SOLUTIONS, LLC IN THE TOTAL AMOUNT OF \$99,428.52 FOR POLITICAL CONSULTING SERVICES."

WHEREAS, the City of Raymore City Council desires to continue its efforts to amend state statute to prevent close proximity placement of a landfill near Raymore's border without consent of the Council; and,

WHEREAS, during the last legislative session the City engaged Missouri Capitol Solutions for their political consulting services in Jefferson City; and,

WHEREAS, Missouri Capitol Solutions was highly effective in consulting with the City and making a positive impact on the City's efforts in Jefferson City.

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

Section 1. The City Manager is hereby authorized to enter into a contract with Missouri Capitol Solutions, LLC to provide political consulting services for the City, attached as Exhibit A.

Section 2. The City Manager and the City Clerk are authorized to enforce the contract and make changes within budget constraints.

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

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

DULY READ THE FIRST TIME THIS 10TH DAY OF JULY, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 24TH DAY OF JULY, 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

Missouri Capitol Solutions, LLC

A Governmental and Public Relations Consulting Firm

AGREEMENT TO PROVIDE LEGISLATIVE SERVICES FOR THE CITY OF RAYMORE.

This agreement is between the City of Raymore. (hereinafter referred to as COR) and Missouri Capitol Solutions, LLC. (hereinafter referred to as MCS) and is intended to provide COR with consulting services in the State of Missouri as governed by the terms and conditions set forth below. All four lobbyists affiliated with MCS will be actively working on behalf of COR. Mr. Chris Roepe will be the main point of contact for COR officials with MCS. Chris Roepe's contact information is roepe@bardgett.net and 816-294-0497.

SCOPE OF SERVICES

MCS shall provide an ongoing review of all activities of the Missouri Legislature affecting COR by providing the following services:

- A) Establish and maintain a working relationship with elected state officials and their staffs on behalf of COR.
- B) Pursue the passage or defeat of legislation as outlined by COR, by representing COR in negotiations with governmental officials, legislators, and their staffs.
- C) Establish relationships with and lobby the appropriate state departments on behalf of COR.
- D) Coordinate, with the designated officials, all activities of COR at the State Capitol or in Jefferson City during the legislative session.
- E) Develop and arrange with COR for testimony at committee hearings to promote the legislative package of COR.
- F) Provide determined representatives of COR with bi-monthly written reports of the details concerning their legislative package.
- G) Monitor the Missouri Register and notify COR of proposed rules and regulations that may affect their association bi-weekly.

PAYMENT FOR SERVICES RENDERED

For these services, MCS is to be paid the sum of \$99,428.52 for a period of twelve (12) months to be paid in twelve (12) equal installments of \$8,285.71. Statements regarding such fee will be sent on the first of the month, each month, and payment is due upon receipt of the invoice. This agreement shall be for twelve (12) months commencing August 1, 2023 and ending July 31, 2024. Actual travel expenses incurred by MCS shall be pre-approved by COR and shall be reimbursed to MCS with mileage being calculated at the current federal reimbursement rate. All payments should be made to Missouri Capitol Solutions, LLC., 205 East Capitol, Suite 100, Jefferson City, MO 65101.

INDEPENDENT CONTRACTOR STATUS OF SELLER

Neither MCS, nor any of its subcontractors, employees or agents, shall be deemed to be employees or agents of COR, it being understood that MCS is an independent contractor for all purposes and at all times. MCS shall be solely responsible for the withholding or payment of all federal, state, and local personal income taxes, Social Security, unemployment and sickness disability insurance and other payroll taxes with respect to MCS or his employees.

IN WITNESS WHEREOF, COR and MCS have executed this agreement, in duplicate, this 13 day of June, 2023.

CITY OF RAYMORE

**MISSOURI CAPITOL
SOLUTIONS, LLC.**

By: _____

By: 

Title: _____

Chris Roepe

Partner

Miscellaneous

PROCLAMATION

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including the City of Raymore, Missouri; and,

WHEREAS, our parks and recreation programs are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and,

WHEREAS, our parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and,

WHEREAS, our parks and natural recreation areas ensure the beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and,

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month.

NOW THEREFORE, I, Kristofer P. Turnbow, Mayor of the City of Raymore, Missouri, do hereby proclaim the month of July, 2023, as

PARKS AND RECREATION MONTH

in the City of Raymore, Missouri, and encourage all citizens and guests to celebrate Parks and Recreation Month by visiting Raymore's 7 parks, 4 linear parks, over 20 miles of trails, and 286 acres of parkland.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Raymore to be affixed this 10th day of July, 2023.

Kristofer P. Turnbow
Mayor of the City of Raymore

