

AMENDED AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, January 8, 2024
6:00 p.m.

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Presentations/Awards

5. Personal Appearances

- Jim Haddock, 909 Wesley Circle - Use Tax

6. Staff Reports

- A. Development Services (pg 7)
- B. Monthly Court Report (pg 11)
- C. Police/Emergency Management

7. Committee Reports

8. Consent Agenda

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

A. City Council Meeting Minutes, December 11, 2023 (pg 15)

B. Appointment of Patrick Kies to the Park Board

Reference: - Resolution 24-02 (pg 27)
- Volunteer Application (pg 28)

Mayor Turnbow has appointed Patrick Kies, a Ward 1 member, to the Park Board. The appointment is now before the City Council for approval.

C. Acceptance of Public Improvements - Knoll Creek 2nd Plat

Reference: - Resolution 24-03 (pg 29)

The Director of Public Works has determined that the project has been satisfactorily completed in accordance with the project specifications. In addition, the Development Services and Public Works directors have inspected the site and found it to be in compliance with City of Raymore Code requirements.

9. Unfinished Business - Second Reading

A. Calling for April 2, 2024 Municipal Election

Reference: - Agenda Item Information Sheet (pg 33)
- Bill 3869 (pg 35)

The Raymore City Charter Section 9.1 states that the regular Municipal Election shall be held on the first Tuesday after the first Monday in April, or such day as may be mandated by State law. Bill 3869 calls for the next municipal election to be held on April 2, 2024. Candidate filing begins Dec. 19, 2023 and ends on Jan. 16, 2024. Positions for City Council seats in each of the four wards will be open to serve a two year term.

- City Council, 12/11/2023: Approved 8-0

B. Placing an Online Use Tax on the April 2, 2024 Election Ballot

Reference: - Agenda Item Information Sheet (pg 37)
- Bill 3871 (pg 39)

Council has determined it prudent to seek approval for a Use Tax that will allow the City to collect sales tax revenue from the purchase of products from online and out-of-state retailers. The sales tax will be equal to that of the current sales tax and the revenues generated will be used primarily to fund new personnel for the purpose of public safety, including Police, Public Works and Parks and Recreation personnel.

- City Council, 12/11/2023: Approved 8-0

C. Award of Contract - Dean Avenue Meter Replacement

Reference: - Agenda Item Information Sheet (pg 43)
- Bill 3859 (pg 45)
- Contract (pg 47)

At a recent City Council work session staff discussed the need to modify the

Dean Avenue water meter vault to accurately account for water being sold to Cass County Public Water Supply District 10. Staff is recommending award of a contract to Breit Construction for the Dean Avenue Meter Replacement project.

- City Council, 12/11/2023: Approved 8-0

D. Budget Amendment - Dean Avenue Meter Replacement

Reference: - Agenda Item Information Sheet (pg 79)
- Bill 3860 (pg 81)

Staff is requesting a budget amendment in the amount of \$80,000 to provide funding for the Dean Avenue Meter Replacement.

- City Council, 12/11/2023: Approved 8-0

E. Award of Contract - Trozzolo Communications Group

Reference: - Agenda Item Information Sheet (pg 83)
- Bill 3872 (pg 85)
- Agreement (pg 87)

Staff recommends award of contract to Trozzolo Communications Group for strategic public relations services related to the City of Raymore's landfill opposition efforts during the 2024 Legislative Session.

- City Council, 12/11/2023: Approved 8-0

10. New Business - First Reading

A. Award of Contract - Rec Park Trail Repairs

Reference: - Agenda Item Information Sheet (pg 93)
- Bill 3862 (pg 95)
- Contract (pg 97)

Staff recommends award of contract to TC Fuller Construction for repairs near the southeast corner and next to the playground on the Recreation Park Trail as identified in the trails inventory.

- Parks and Recreation Board, 11/14/2023: Approved 60

11. Public Comments

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

12. Mayor/Council Communication

13. Adjournment

Items provided under "Miscellaneous" in the Council Packet:

- City Council Work Session notes, 12/18/2023 (pg 135)
-

EXECUTIVE SESSION (CLOSED MEETING)

The Raymore City Council is scheduled to enter into executive session to discuss litigation and personnel matters as authorized by RSMo 610.021 (1)(3).

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

DECEMBER 2023

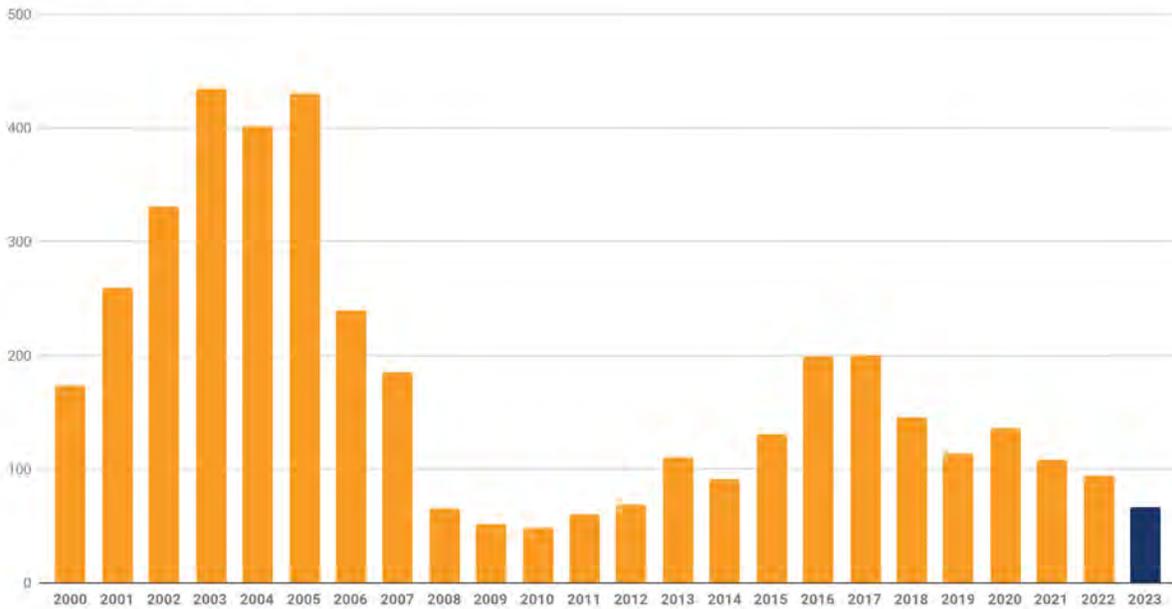
Building Permit Activity

Type of Permit	DEC 2023	2023 YTD	2022 YTD	2022 Total
Detached Single-Family Residential	5	71	94	94
Attached Single-Family Residential	0	110	238	238
Multi-Family Residential	0	0	15	15
Miscellaneous Residential (deck; roof)	52	753	763	763
Commercial - New, Additions, Alterations	0	27	20	20
Sign Permits	2	64	49	49
Inspections	DEC 2023	2023 YTD	2022 YTD	2022 Total
Total No. of Inspections	441	5,514	6,264	6,264
Residential Inspections	348	2,836	-	-
Commercial Inspections	93	2,678	-	-
Valuation	DEC 2023	2023 YTD	2022 YTD	2022 Total
Total Residential Permit Valuation	\$1,443,520	\$47,930,930	\$69,322,400	\$69,322,400
Total Commercial Permit Valuation	\$0	\$40,675,232	\$93,784,200	\$93,784,200

Additional Building Activity:

- Interior finishing work continues on the residential apartment buildings within The Depot community. The Clubhouse, fitness center and leasing office are nearing completion.
- Staff issued a Certificate of Occupancy for the Southern Glazer's distribution center at 1100 S. Dean Avenue.
- Tenant finish work is underway at 1204 S. Dean Avenue for the location of Harmar, a medical mobility solutions company locating within the Raymore Commerce Center.
- Tenant finish work is underway at 1206 S. Dean Avenue for the location of A4 Apparel, a clothing distribution facility located within the Raymore Commerce Center.
- Staff issued a Certificate of Occupancy for the Nuuly distribution center located at 1300 S. Dean Avenue.

Single Family Housing Permits



CODE ENFORCEMENT ACTIVITY

Code Activity	DEC 2023	2023 YTD	2022 YTD	2022 Total
Code Enforcement Cases Opened	30	682	705	705
<i>Notices Mailed</i>			-	-
-Tall Grass/Weeds	0	131	144	144
- Inoperable Vehicles	13	230	221	221
- Junk/Trash/Debris in Yard	8	125	122	122
- Object placed in right-of-way	0	19	10	10
- Parking of vehicles in front yard	4	31	46	46
- Exterior home maintenance	2	76	73	73
- Other (trash at curb early; signs; etc)	0	0	0	0
Properties mowed by City Contractor	0	59	55	55
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	0	5	0	-
Signs in right-of-way removed	87	628	1,184	1,184
Violations abated by Code Officer	3	55	76	76

DEVELOPMENT ACTIVITY

Current Projects

- Comprehensive Plan
- Site Plan Amendment - Elite Fence and Deck Expansion
- Park Side Pool and Clubhouse Site Plan
- Kurzweil & Gore (NE Corner) Annexation and Preliminary Development
- Annual Department Report

ACTIONS OF BOARDS, COMMISSIONS & CITY COUNCIL

December 5, 2023 Planning and Zoning Commission

- Meeting Canceled - no business items

December 11, 2023 City Council

- 2nd Reading - Saddlebrook 1st Final Plat, approved

December 19, 2023 Planning and Zoning Commission

- Meeting Canceled - no business items

UPCOMING MEETINGS JANUARY

January 2, 2024 Planning and Zoning Commission

- No items currently scheduled

January 8, 2024 City Council

- No items currently scheduled

January 16, 2024 Planning and Zoning Commission

- Rezoning "A" Agricultural District to "RE" Rural Estate District - Kurzweil & Gore Property - northeast corner (public hearing)
- Preliminary Plat - Kurzweil & Gore Property - northeast corner (public hearing)
- Site Plan Amendment - Elite Fence and Deck Expansion
- Park Side Pool and Clubhouse Site Plan

January 22, 2024 City Council

- 2023 Annual TIF Progress Summary (Economic Development)
- 2023 Annual Report

DECEMBER DEPARTMENT ACTIVITY

- Development Services Director David Gress and Mayor Kris Turnbow were inducted as members of the 2024 Raymore Chamber of Commerce Board at the Annual Chamber Holiday Social.
- Development Services Director David Gress and Economic Development Director Jordan Lea attended the monthly South KC Planners Lunch.
- Development Services Superintendent/Building Official Jon Woerner issued a Certificate of Occupancy for Building 1 of the Raymore Commerce Center for [Southern Glazer's Wine & Spirits](#).
- Economic Development Director Jordan Lea attended an events committee meeting for the Raymore Chamber of Commerce.
- Economic Development Director Jordan Lea attended a quarterly meeting with Economic Development professionals in Missouri Economic Development Council's District 3.
- Economic Development Director Jordan Lea and Development Services Director David Gress attended the Raymore Chamber of Commerce's Annual Chamber Holiday Social and Board Induction.
- Economic Development Director Jordan Lea and Development Services Director David Gress attended the Raymore Chamber of Commerce's Coffee and Conversations event hosted by Country Club Bank.
- Economic Development Director Jordan Lea attended the Kansas City Area Development Council's Economic Development Alliance's holiday meeting.
- Development Services staff held a monthly check in meeting with Olsson regarding the City's Comprehensive Plan project.
- Building Official Jon Woerner issued a Certificate of Occupancy for the office portions of the Nuuly Distribution Center and a Temporary Certificate of Occupancy for the warehousing, storage and racking portions of the building located at 1300 S. Dean Ave.
- Mayor Kris Turnbow and Economic Development Director Jordan Lea attended the Belton/Raymore Rotary Club's monthly meeting. Representatives from [Southern Glazer's Wine & Spirits](#) provided a presentation to the Rotary Club about their Raymore facility operation at 1100 S. Dean Avenue.
- Mayor Kris Turnbow and Economic Development Director Jordan Lea attended the Holiday Open House at The Depot apartments located at 101 N. Dean Ave.



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: Dec 1, 2023 - Dec 29, 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		81	1,552	595
B. Cases (citations/informations) filed		12	232	47
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court/bench trial - GUILTY		0	1	0
3. court/bench trial - NOT GUILTY		0	0	0
4. plea of GUILTY in court		7	117	26
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	62	0
6. dismissed by court		0	7	1
7. <i>nolle prosequi</i>		0	7	12
8. certified for jury trial (not heard in Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		7	194	39
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		86	1,590	603
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	68	1. # Issued during period	0	
2. # Served/withdrawn during reporting period	42	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	1,758			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Raymore Municipal	Reporting Period: Dec 1, 2023 - Dec 29, 2023
--------------------------	---------------------------------	--

V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$18,315.35	Court Automation	\$1,417.83
Clerk Fee - Excess Revenue	\$1,861.08	Law Enf Arrest-Local	\$514.50
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$57.38	Overpayments Detail Code	\$500.00
Bond forfeitures (paid to city) - Excess Revenue	\$105.00	Total Other Disbursements	\$2,432.33
Total Excess Revenue	\$20,338.81	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$34,839.85
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Bond Refunds	\$10.00
Fines - Other		Total Disbursements	\$34,849.85
Clerk Fee - Other			
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF			
Peace Officer Standards and Training (POST) Commission surcharge			
Crime Victims Compensation (CVC) Fund surcharge - Paid to State			
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other			
Law Enforcement Training (LET) Fund surcharge			
Domestic Violence Shelter surcharge			
Inmate Prisoner Detainee Security Fund surcharge			
Restitution			
Parking ticket revenue (including penalties)			
Bond forfeitures (paid to city) - Other			
Total Other Revenue			

Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, DECEMBER 11, 2023 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT IN PERSON: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, BURKE III, FORSTER, HOLMAN, AND TOWNSEND. MEMBER PRESENT VIA VIDEOCONFERENCING: COUNCILMEMBER ENGERT. ALSO PRESENT IN PERSON: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY CLERK ERICA HILL.

1. Call to Order

Mayor Turnbow called the meeting to order at 6:00 p.m.

2. Roll Call

City Clerk Erica Hill called roll; quorum present to conduct business.

3. Pledge of Allegiance

4. Presentation/Awards

5. Personal Appearances

6. Staff Reports

Development Services Director David Gress reviewed the staff report included in the packet. He announced upcoming items for the Planning and Zoning Commission.

Chief of Police Jim Wilson highlighted the new police vehicle, noting the color and graphics have been updated.

Assistant City Manager Ryan Murdock noted the City is experiencing significant delays in receiving vehicles and outfitting them with required equipment, stating the new vehicle was sent in June to be equipped and was received by the City in late November. He answered questions from Council.

City Manager Jim Feuerborn announced items for the December 18 work session.

7. Committee Reports

8. Consent Agenda

A. City Council Meeting minutes, November 27, 2023

B. Resolution 23-40: 2022 Street Preservation Project - Acceptance and Final Payment

C. Resolution 23-50: Mayberry Court Project - Acceptance and Final Payment

D. Resolution 23-51: Storm Sewer Project - Acceptance and Final Payment

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

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

9. Unfinished Business

A. Saddlebrook 1st Final Plat

BILL 3855: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE SADDLEBROOK 1ST FINAL PLAT, A SUBDIVISION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Erica Hill conducted the second reading of Bill 3855 by title only.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second reading of Bill 3855 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3855 as **Raymore City Ordinance 2023-090.**

B. Correction to Legal Description for Raymore Commerce Center South Planned Unit Development

BILL 3866: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE LEGAL DESCRIPTION FOR THE RAYMORE COMMERCE CENTER SOUTH PLANNED UNIT DEVELOPMENT APPLICATION."

City Clerk Erica Hill conducted the second reading of Bill 3866 by title only.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second reading of Bill 3866 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3866 as **Raymore City Ordinance 2023-091.**

10. New Business

A. Calling for April 2, 2024 Municipal Election

BILL 3869: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, CALLING FOR AND ESTABLISHING THE DATE OF THE GENERAL MUNICIPAL ELECTION TO BE HELD ON APRIL 2, 2024."

City Clerk Erica Hill conducted the first reading of Bill 3869 by title only.

City Clerk Erica Hill reviewed the staff report included in the Council packet. The City Charter, Section 9.1, calls for the regular municipal election to be held on the first (1st) Tuesday after the first (1st) Monday in April. The 2024 election will be held on Tuesday, April 2, 2024, for Councilmember Ward 1, two year term, currently held by Reginald Townsend; Councilmember Ward 2, two year term, currently held by Tabitha Forster; Councilmember Ward 3, two year term, currently held by Jay Holman; and Councilmember Ward 4, two year term, currently held by Sonja Abdelgawad. Candidate filing begins Tuesday, December 19, 2023, and ends Tuesday, January 16, 2024.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3869 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

B. Placing an Online Use Tax on the April 2, 2024 Election Ballot

BILL 3871: "AN ORDINANCE AUTHORIZING AND DIRECTING SUBMISSION TO THE VOTERS OF THE CITY OF RAYMORE, MISSOURI, AT THE ELECTION OF APRIL 2, 2024, THE PROPOSAL TO AUTHORIZE THE IMPOSITION OF A USE TAX FOR GENERAL REVENUE PURPOSES AT A RATE EQUAL TO THE CURRENT SALES TAX RATE OF 2.50% IN THE CITY OF RAYMORE, MISSOURI."

City Clerk Erica Hill conducted the first reading of Bill 3871 by title only.

City Attorney Jonathan Zerr reviewed the staff report included in the Council packet. Bill 3871 would seek to place a question on the April 2, 2024, ballot for consideration by the registered voters of Raymore, Missouri, to impose a local use tax. The use tax is authorized by Section 144.757 of the Revised Statutes of Missouri and is already collected by the state and numerous surrounding municipalities. If the question is approved, the City of Raymore would begin collecting a use tax from sales made to Raymore buyers by online and out-of-state vendors that are not currently taxed. The funds derived from the use tax would fund among other items primarily municipal costs and expenses associated with the hiring of new municipal employees in police, parks and recreation and public works.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3871 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

C. Award of Contract - Dean Avenue Meter Replacement

BILL 3859: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BREIT CONSTRUCTION FOR THE DEAN AVENUE METER REPLACEMENT PROJECT, CITY PROJECT NUMBER 23-899-501, IN THE AMOUNT OF \$78,330 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Erica Hill conducted the first reading of Bill 3859 by title only.

Public Works Director Mike Krass reviewed the staff report included in the Council packet. At a recent City Council work session, staff discussed the need to modify the Dean Avenue water meter vault to accurately account for water being sold to Cass County Public Water Supply District 10. Two bids were received for the Dean Avenue Meter Replacement Project on September 19, 2023. Staff recommends award of the contract to Breit Construction in the amount of \$78,330.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3859 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

D. Budget Amendment - Dean Avenue Meter Replacement

BILL 3860: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2024 CAPITAL BUDGET TO PROVIDE ADDITIONAL FUNDING FOR THE DEAN AVENUE METER REPLACEMENT PROJECT."

City Clerk Erica Hill conducted the first reading of Bill 3860 by title only.

Public Works Director Mike Krass reviewed the staff report included in the Council packet. Staff is requesting an amendment to the FY 2024 Capital budget to provide funding for the Dean Avenue Meter Replacement Project. Staff is

requesting \$80,000 to provide for the project and contingency costs to complete the replacement project.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3860 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

E. Award of Contract - Access Modifications Dean Avenue & 58 Highway (emergency reading)

BILL 3867: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WILSON & COMPANY FOR THE ACCESS MODIFICATIONS DEAN AVENUE & 58 HIGHWAY PROJECT, CITY PROJECT NUMBER 23-437-301, IN THE AMOUNT OF \$346,720 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS; AND AUTHORIZING THE MAYOR TO DECLARE THIS AS AN EMERGENCY."

City Clerk Erica Hill conducted the first reading of Bill 3867 by title only.

Public Works Director Mike Krass reviewed the staff report included in the Council packet. The project will cover the design costs associated with the Dean Avenue Access Management Project. The project involves installing a median down part of Dean Avenue from 58 Highway to a new, signalized entrance toward the middle of Walmart's parking lot. This will include installing a left turn lane and new stop light on Dean Avenue, as shown on the map included in the council packet. The engineer and the City will be working with Walmart to modify the layout of their parking lot to accommodate the new infrastructure. He answered questions from Council.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3867 by title only.

DISCUSSION: Councilmember Burke noted his excitement in seeing this project come forward to improve safety in the area.

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

Mayor Turnbow declared Bill 3867 as an emergency and called for the second reading in its entirety.

City Clerk Erica Hill conducted the second reading of Bill 3867 in its entirety.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second reading of Bill 3867 in its entirety.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3867 as **Raymore City Ordinance 2023-092.**

F. Chateau Place Memorandum of Understanding (emergency reading)

BILL 3868: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF RAYMORE AND THE CHATEAU PLACE OF RAYMORE HOMEOWNERS ASSOCIATION INC. AND AUTHORIZING THE MAYOR TO DECLARE THIS AS AN EMERGENCY."

City Clerk Erica Hill conducted the first reading of Bill 3868 by title only.

Public Works Director Mike Krass reviewed the staff report included in the Council packet. The Chateau Place Homes Association has approached the City regarding the possibility of having the City provide snow and ice control pre-treatment to the private streets within the development. Raymore Operations and Maintenance staff has determined that these duties could be provided by the City staff without undue burden or reduction in service levels associated with the City's pre-treatment of public streets. This work will be

performed by City staff on a 100% cost recovery basis. The duties, responsibilities, and costs associated with this work are outlined in the Memorandum of Understanding.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3868 by title only.

DISCUSSION: Councilmember Abdelgawad stated Chateau Place HOA met with her and Councilmember Engert over concerns with their private street and is glad to see the HOA and the City come to an agreement.

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

Mayor Turnbow declared Bill 3868 as an emergency and called for the second reading in its entirety.

City Clerk Erica Hill conducted the second reading of Bill 3868 in its entirety.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second reading of Bill 3868 in its entirety.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3868 as **Raymore City Ordinance 2023-093.**

G. Award of Contract - Owen Good Pump Replacement (emergency reading)

BILL 3870: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH FTC EQUIPMENT, LLC FOR THE OWEN GOOD PUMP REPLACEMENT IN

THE AMOUNT OF \$300,525.09 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS; AND AUTHORIZING THE MAYOR TO DECLARE THIS AS AN EMERGENCY.”

City Clerk Erica Hill conducted the first reading of Bill 3870 by title only.

Public Works Director Mike Krass reviewed the staff report included in the Council packet. The FY 2024 Capital Budget provides funds for the replacement and upgrade to the pumps at the Owen Good Sanitary Sewer Lift Station. Staff is recommending a direct purchase of the pumps through our maintenance provider FTC Equipment, LLC.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3870 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

Mayor Turnbow declared Bill 3870 as an emergency and called for the second reading in its entirety.

City Clerk Erica Hill conducted the second reading of Bill 3870 in its entirety.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second reading of Bill 3870 in its entirety.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3870 as **Raymore City Ordinance 2023-094.**

H. Award of Contract - Trozzolo Communications Group

BILL 3872: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH TROZZOLO COMMUNICATIONS GROUP FOR PUBLIC RELATIONS AND COMMUNICATIONS SERVICES RELATED TO THE CITY'S LANDFILL OPPOSITION EFFORTS."

City Clerk Erica Hill conducted the first reading of Bill 3872 by title only.

Communications Manager Melissa Harmer reviewed the staff report included in the Council packet. The City of Raymore continues to oppose the development of a solid waste landfill near Raymore's north border, located in southeast Kansas City, Missouri, between 155th Street and 150 Highway. Trozzolo Communications Group provided valuable public relations services to support the City's opposition efforts in the 2023 Legislative Session. Staff wishes to again contract with Trozzolo Communications Group for strategic public relations services during the 2024 Legislative Session.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3872 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

I. Resolution in Opposition to a Landfill in Southeast Kansas City

RESOLUTION 23-52: "A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, EXPRESSING OPPOSITION TO ANY PROPOSED FUTURE SOLID WASTE OR DEMOLITION MATERIAL LANDFILL, OR ANY SOLID WASTE OR DEMOLITION MATERIAL TRANSFER STATION BEING LOCATED ON THE CITY'S SHARED NORTHERN BORDER WITH THE CITY OF KANSAS CITY, MISSOURI, AND IN SUPPORT OF SENATE BILL 739, SENATE BILL 769 AND HOUSE BILL 1751."

City Clerk Erica Hill conducted the reading of Resolution 23-52 by title only.

City manager Jim Feuerborn asked for Council's consideration of an updated Resolution in opposition of the landfill project now that we have the new Senate

and House Bill numbers associated with this fight for the upcoming legislative session. The Resolution will be sent to all of the other entities that also passed Resolutions last year. All of the new Resolutions will be bundled and sent to legislators to show the number of entities involved.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the reading of Resolution 23-52 by title only.

DISCUSSION: Mayor Turnbow stated he anticipates a long legislative session but is hopeful for a different outcome than the last session.

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

11. Public Comment

12. Mayor/Council Communication

Mayor Turnbow and Councilmembers thanked the Development Services team for their development efforts, thanked the Parks Department for the Mayor's Tree Lighting ceremony and Tree Trail, thanked the Public Works Department for their work on the Dean Avenue and 58 Highway project, encouraged the continued fight against the landfill and recognized those involved in the efforts.

Mayor Turnbow provided an update on the I-49 widening project. The project scope was changed by the Missouri Department of Transportation internally and proposed to the Highway and Transportation Commission to end the widening at 58 Highway instead of North Cass Parkway and pushed the timeline from 2025 to 2028. A team attended the Highway and Transportation Commission meeting to testify on the change to this project.

City Manager Jim Feuerborn added that Congressman Alford will be sending a letter to the Commission and area developers are communicating to the Commission, as well.

13. Adjournment

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

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

The regular meeting of the Raymore Council adjourned at 6:57 p.m.

Respectfully submitted,

Erica Hill
City Clerk

RESOLUTION 24-02

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING AN APPOINTMENT TO THE PARKS AND RECREATION BOARD."

WHEREAS, Section 8.1 of the Raymore Home Rule Charter authorizes the Mayor to appoint members to the Parks and Recreation Board with the advice and consent of a majority of the Council; and,

WHEREAS, the Parks and Recreation Board shall act in accordance with, shall have such authority as conferred by, and shall in general carry out the spirit and intent of Sections 90.500 through 90.570 of the Revised Statutes of Missouri (RSMo).

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

Section 1. The Council consents to the Mayor's appointment of the following person to the Parks and Recreation Board as a Ward 1 representative to fill the unexpired term of Simon Casas, for the term as indicated and until a successor is appointed.

<u>NAME</u>	<u>EFFECTIVE</u>	<u>TERM EXPIRES</u>
Patrick Kies	January 8, 2024	June 1, 2024

DULY READ AND PASSED THIS 8TH DAY OF JANUARY, 2024, 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



Erica Hill <ehill@raymore.com>

Online Volunteer Application

1 message

webmaster@raymore.com <webmaster@raymore.com>
To: rmurdock@raymore.com, EHill@raymore.com

Tue, Nov 7, 2023 at 7:49 PM

A new entry to a form/survey has been submitted.

Form Name: City Volunteer Form
Date & Time: 11/07/2023 7:49 PM
Response #: 72
Submitter ID: 2573
IP address: 2601:300:4781:65b0:1f4:8873:a016:d4a8
Time to complete: 4 min. , 40 sec.

Survey Details

Page 1

1. Contact Information

Full Name: Patrick Kies
Address: 701 Old Paint RD
Phone Number: (816) 332-8699
Email: patrick.kies@gmail.com

2. Select your Ward (If you don't know your Ward, call 816-331-3324)

(o) Ward 1

3. I am interested in:

Parks & Recreation Board

4. Why are you interested in serving on a City board or commission?

Raymore, I graduated with a degree in Parks and Recreation Management from the University of Arkansas. I have also been involved in athletics and enjoy the community aspect that parks and athletics can do to bring people together with a sense of pride.

What other community or civic activities do you participate in?

Not answered

Thank you,
City of Raymore, MO

This is an automated message generated by Granicus. Please do not reply directly to this email.

RESOLUTION 24-03

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE PUBLIC IMPROVEMENTS OF KNOLL CREEK 2ND PLAT."

WHEREAS, the Director of Public Works has determined that the project has been satisfactorily completed in accordance with the project specifications; and,

WHEREAS, the Public Works Director and Development Services Director have visually inspected the site and found it to be in compliance with City of Raymore Code Requirements.

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

Section 1. The Public Improvements for Knoll Creek 2nd Plat are accepted.

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

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

DULY READ AND PASSED THIS 8TH DAY OF JANUARY, 2024, 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

Unfinished Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: December 11, 2023

SUBMITTED BY: Erica Hill

DEPARTMENT: City Clerk

<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 3869: Calling for the April 2, 2024 Municipal Election

STRATEGIC PLAN GOAL/STRATEGY

4.3.3: Demonstrate our dedication to ethical behavior and transparency

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

The City Charter, Section 9.1, calls for the regular municipal election to be held on the first (1st) Tuesday after the first (1st) Monday in April.

The 2024 election will be held on Tuesday, April 2, 2024, for the following officers of the City:

Councilmember Ward 1, two year term: currently held by Reginald Townsend

Councilmember Ward 2, two year term: currently held by Tabitha Forster

Councilmember Ward 3, two year term: currently held by Jay Holman

Councilmember Ward 4, two year term: currently held by Sonja Abdelgawad

Candidate filing begins Tuesday, December 19, 2023, and ends Tuesday, January 16, 2024.

BILL 3869

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, CALLING FOR AND ESTABLISHING THE DATE OF THE GENERAL MUNICIPAL ELECTION TO BE HELD ON APRIL 2, 2024."

WHEREAS, according to the Raymore City Charter Section 9.1 Municipal Election, the regular municipal election shall be held on the first (1st) Tuesday after the first (1st) Monday in April, or such day as may be mandated by State law.

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

Section 1. The annual election of the officers of the City of Raymore shall be held on the 2nd day of April, 2024.

Section 2. That at said election, the following officers shall be elected:

Councilmember (Ward 1)	Term: 2 years
Councilmember (Ward 2)	Term: 2 years
Councilmember (Ward 3)	Term: 2 years
Councilmember (Ward 4)	Term: 2 years

Section 3. The City Clerk of the City of Raymore is directed to comply with the Comprehensive Election Act of 1977 as amended and to give notice as required by law. Candidate filing opens on December 19, 2023, and will close on January 16, 2024.

Section 4. Effective Date. This Ordinance shall become effective after its passage and approval and any parts of other Ordinances in conflict are hereby repealed.

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

DULY READ THE FIRST TIME THIS 11TH DAY OF DECEMBER, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 8TH DAY OF JANUARY, 2024, 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
AGENDA ITEM INFORMATION FORM

DATE: December 11, 2023

SUBMITTED BY: Jonathan Zerr

DEPARTMENT: Legal

<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 3871: Authorizing and Directing Submission of Use Tax to the Voters

STRATEGIC PLAN GOAL/STRATEGY

Goal 4.3.1 Develop/implement long-term funding strategies to support City operations

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

Bill 3871 would seek to place the following question on the April 2, 2024, ballot for consideration by the registered voters of Raymore, Missouri:

"Question P

Shall the City of Raymore, Missouri impose a local use tax at the same rate as the total local sales tax rate, provided that, if the local sales tax rate is reduced or raised by voter approval, the local use tax rate shall also be reduced or raised by the same action?

YES NO

If you are in favor of the question, darken the oval opposite YES. If you are opposed to the question, darken the oval opposite NO."

The use tax is authorized by Section 144.757 of the Revised Statutes of Missouri and is already collected by the state and numerous surrounding municipalities.

If the question is approved, the City of Raymore would begin collecting a use tax from sales made to Raymore buyers by online and out-of-state vendors that are not currently taxed. The funds derived from the use tax will fund among other items primarily municipal costs and expenses associated with the hiring of new municipal employees in police, parks and recreation and public works.

BILL 3871

ORDINANCE

"AN ORDINANCE AUTHORIZING AND DIRECTING SUBMISSION TO THE VOTERS OF THE CITY OF RAYMORE, MISSOURI AT THE ELECTION OF APRIL 2, 2024, THE PROPOSAL TO AUTHORIZE THE IMPOSITION OF A USE TAX FOR GENERAL REVENUE PURPOSES AT A RATE EQUAL TO THE CURRENT SALES TAX RATE OF 2.50% IN THE CITY OF RAYMORE, MISSOURI."

WHEREAS, the City of Raymore ("City") is authorized to impose a local use tax at a rate equal to the rate of the local sales taxes in effect within the City pursuant to Section 144.757, RSMo; and

WHEREAS, the City currently imposes local sales taxes, as defined in Section 32.085 RSMo, at the rate of 2.50% which is comprised of the following:

General sales tax	1.00%
Transportation sales tax	0.50%
Capital improvements sales tax	0.50%
Parks and Recreation & Stormwater sales tax	0.50%

WHEREAS, the City Council desires to submit a ballot question regarding the use tax as authorized by Section 144.757 RSMo, to the qualified voters of City; and

WHEREAS, the City Council intends to appropriate the use tax in the same proportion as the four (4) components of the sales taxes for the general, transportation, capital improvements and parks and recreation & stormwater funds; and

WHEREAS, Section 144.757 RSMo, provides that the use tax may be referred to or described as the equivalent of a sales tax on purchases made from out-of-state sellers by in-state buyers and on certain intra-business transactions.

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

Section 1. There is hereby imposed, subject to approval of a ballot measure as set forth below by the qualified voters, a use tax as authorized by Section 144.757 RSMo.

Section 2. An election is hereby ordered to be held in the City of Raymore, Missouri on the public election date of April 2, 2024 on the following question:

QUESTION P

Shall the City of Raymore, Missouri impose a local use tax at the same rate as the total local sales tax rate, provided that, if the local sales tax rate is reduced or raised by voter approval, the local use tax rate shall also be reduced or raised by the same action?

YES

NO

If you are in favor of the question, darken the oval opposite "YES".
If you are opposed to the question, darken the oval opposite "NO".

Section 3. If this question is approved, the City of Raymore would begin collecting a use tax from sales made to Raymore buyers by online and out-of-state vendors that are not currently taxed.

Section 4. The form of Notice of Election showing said question, a copy of which is attached hereto and made a part hereof, is hereby approved.

Section 5. The City Clerk is hereby authorized and directed to notify the County Clerk of Cass County, Missouri, of the passage of this Ordinance no later than 4:00 P.M. on Tuesday, January 23, 2024, and to include in said notification all of the terms and provisions required by Chapter 115, RSMo, as amended.

Section 6. At said election, the qualified registered voters of the City shall vote at the polling places within the City, as designated by the Clerk of Cass County.

Section 7. The judges and clerks at said election shall be designated by the Clerk of Cass County and said Clerk of Cass County shall conduct the election and cause the result thereof to be certified to the City Council by law.

Section 8. The City Council hereby expresses the intention to appropriate the use tax in the same proportions as the sales tax for the general, transportation, capital improvements, parks and recreation and stormwater funds. The City Council further expresses the intention that, if any of the sales taxes are repealed or the rate thereof is reduced or raised by voter approval, the resulting equivalent use tax rate will be appropriated in the same resulting proportions as the sales tax rates. The intention to appropriate the use tax in the same proportions as the sales taxes imposed by the City shall be subject to budgeting and annual appropriations by the City Council.

Section 9. A full and complete copy of this Ordinance, submitting the above question to the electorate, including a full and complete copy of the ballot

language, is on file in the office of the City Clerk of the City of Raymore, Missouri, where the same is open for inspection and copying.

Section 10. 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.

Section 11. Effective Date. The effective date of approval shall be coincidental with the Mayor's signature and attestation by the City Clerk.

DULY READ THE FIRST TIME THIS 11TH DAY OF DECEMBER, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS JANUARY 8TH, 2024, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

NOTICE OF ELECTION
CITY OF RAYMORE, MISSOURI

Notice is hereby given to the qualified voters of the City of Raymore, Missouri that the City Council has called an election to be held on April 2, 2024, commencing at 6:00 a.m. and closing at 7:00 p.m., on the question contained in the following sample ballot:

OFFICIAL BALLOT
ELECTION - APRIL 2, 2024
CITY OF RAYMORE, MISSOURI

QUESTION P

Shall the City of Raymore, Missouri impose a local use tax at the same rate as the total local sales tax rate, provided that, if the local sales tax rate is reduced or raised by voter approval, the local use tax rate shall also be reduced or raised by the same action?

YES NO

If you are in favor of the question, darken the oval opposite "YES". If you are opposed to the question, darken the oval opposite "NO".

The election will be held at the following polling places in the City:

PRECINCT	POLLING PLACE
_____	_____
_____	_____
_____	_____
_____	_____

Dated: _____, 20____

Cass County Clerk



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: December 11, 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 3859: Award of Contract - Dean Avenue Meter Replacement

STRATEGIC PLAN GOAL/STRATEGY

FINANCIAL IMPACT

Award To:	Breit Construction LLC
Amount of Request/Contract:	\$78,330
Amount Budgeted:	\$80,000
Funding Source/Account#:	Fund 52

PROJECT TIMELINE

Estimated Start Date	Estimated End Date

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

At a recent City Council work session, staff discussed the need to modify the Dean Avenue water meter vault to accurately account for water being sold to Cass County Public Water Supply District 10.

Bids were received for the Dean Avenue Meter Replacement Project on September 19, 2023:

Breit Construction LLC	\$78,330.00
Redford Construction Co	\$104,650.00

Staff recommends award of the contract to Breit Construction in the amount of \$78,330.00.

BILL 3859

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BREIT CONSTRUCTION FOR THE DEAN AVENUE METER REPLACEMENT PROJECT, CITY PROJECT NUMBER 23-899-501, IN THE AMOUNT OF \$78,330 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, the Dean Avenue Meter Replacement project was included in the FY2023 budget; and,

WHEREAS, bids for this project were received on September 19, 2023; and,

WHEREAS, Breit 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 \$78,330 with Breit Construction for the Dean Avenue Meter 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 11TH DAY OF DECEMBER, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 8TH DAY OF JANUARY, 2024, 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

Dean Ave Meter Replacement

This Contract for the Dean Ave Meter Replacement, hereafter referred to as the **Contract** is made this 8th day of January, 2024, between Breit Construction LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at PO Box 551, Raymore, MO 64083, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

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

This contract is effective as of January 8, 2024 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 #23-899-501 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 **30** 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 \$78,330.00.

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 30) 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)

BREIT CONSTRUCTION LLC

By: _____
Alvin Brit

Title: _____
General Manager

Attest: _____
Logan Brit

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Dean Ave Meter Replacement

ANTICIPATED SCOPE OF SERVICES:

Replace the existing water meter in the underground vault at Dean and Buffalo Grass Drive.

- The current meter is 12" in diameter, 19" in length. The new meter is a 10" OMNI Turbo (T2) supplied by the City, 42" in length.
- A new 12" gate valve is to be installed downstream of the existing vault. This will have to be done prior to any other work to ensure water service during the rest of construction.
- Remove the existing piping in the vault and replace as per the new configuration. All existing valves, pipe, couplings, supports are to be reused where possible.
- The existing check valve is to be relocated to a new concrete manhole downstream of the existing vault.
- The existing bypass will be removed. A new 12" bypass with one 12" gate valve is to be installed outside of the existing vault. The existing valve on the bypass can be installed on the new bypass. The bypass can be either ductile iron or C900 PVC.
- All hardware must be stainless steel.
- The existing line is approximately 4.5' feet below ground level and 9' behind back of curb.
- All existing pipe, the meter and materials not able to be used in the new configuration are to be returned to the City.

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:

1. City of Raymore – Standard Contract Documents and Technical Specifications for Utility and Street Construction (latest edition)
2. Kansas City Metro Chapter of the American Public Works Association
3. Missouri Department of Transportation (Culvert, Guardrail)
 - a. 2017 Missouri Standard Specifications for Highway Construction
 - b. 2017 Missouri Standard Plans for Highway Construction

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 in October 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 **30** calendar days of the execution of the Notice to Proceed.

4. ENGINEER

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

5. GENERAL CONDITIONS

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

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

6. MEASUREMENT AND PAYMENT

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

- A. Mobilization, Bonds, and Insurance:** Mobilization, Bonds and Insurance will be considered a lump sum item for payment. Payment shall be made on the schedule enclosed in the bid documents.
- B. 12" Gate Valve:** 12" Gate Valve will be paid for at the unit bid price per each. The unit bid cost shall include all labor, equipment and materials required to install the gate valve as per plan. The valve shall be Mueller, A-2361 Resilient Wedge Gate Valves with flanged ends or approved equal meeting the specifications for this valve. This unit cost shall include a ductile iron riser.
- C. 5' Diameter Manhole:** 5' Diameter Manhole shall be measured and paid for as per each. The unit cost shall include all labor, equipment and materials to install the manhole as per plan. The aluminum hatch and bedding gravel are included in this line item. The manhole shall be as per City Standar Spec for a sanitary manhole.
- D. Installation of New Meter:** Installation of New Meter will be considered a lump sum item for payment. The total lump sum price shall include all labor, equipment and materials required to make the modifications to the piping system inside the meter vault as per plan and install the new meter.
- E. Relocate 12" Check Valve:** Relocate 12" Check Valve will be considered a lump sum item for payment. The total lump sum price shall include all labor, equipment and materials required to relocate the check valve as per plan. The valve is a Valmatic 1812a with flanged couplings.
- F. Relocation of 12" Bypass:** Relocation of 12" Bypass will be considered a lump sum item for payment. The total lump sum price shall include all labor, equipment and materials required to relocate/install the 12" bypass as per plan. This price also includes relocating the 12" gate valve, removing the hand wheel, installing a ductile iron riser, installing the restrained flanged coupling adapter as per plan and backing and straddle blocks as per City specifications.
- G. Connect to Existing:** Connect to Existing will be considered a lump sum item for payment. The unit cost for this item shall include all labor, equipment and materials required to make all the connections necessary to the existing water line to the pipes stubbed out of the meter vault. All hardware will be stainless steel and all exposed ductile iron pipe and fittings shall be poly-wrapped.
- H. Rock Excavation:** Rock Excavation shall be measured and paid for as the cubic yard bid line item. The bid price shall include all labor,

equipment and materials to remove and dispose of rock that can't be removed without the use of a hydraulic hammer.

I. Traffic Control: Traffic Control will be considered a lump sum item for payment. The unit cost for this item shall include all labor, equipment and materials required to create a safe working environment as per MUTCD. Lane closures will require an arrow board. The lane is not to be left closed overnight without advance permission from the City.

J. Restoration: Restoration will be considered a lump sum item for payment. The unit cost for this item shall include all labor, equipment and materials required to restore the site and any areas disturbed during construction to pre-construction condition.

7. ADDITIONAL INFORMATION

7.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 23-899-501

Appendix B
General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

Award of this contract is anticipated prior to the end of November, 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 30 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 30). 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 23-899-501

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

ADDRESS: PO Box 551
Street

ADDRESS: Raymore MO 64083
City State Zip

PHONE: (913) 485-8008

E-MAIL: andy.breit@breitconstructionllc.com

DATE: 9/19/2023  - General Manager
(Month-Day-Year) Signature of Officer/Title

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

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

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

PROPOSAL FORM B
RFP 23-899-501

CONTRACTOR DISCLOSURES

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

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

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

Legal Matters

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

Yes No If yes, provide details in an attachment.

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

Yes No If yes, provide details in an attachment.

Required Representations

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

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

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

PROPOSAL FORM C
 RFP 23-899-501

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, every bidder must be in business for a minimum of one (1) year and must demonstrate that they, or the principals assigned to this Project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Raymore. *Please list any Municipalities that you have done work for in the past, not including the City of Raymore.

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

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

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

COMPANY NAME	Onsite Construction Group LLC
ADDRESS	2610 NW Expressway, Suite A Oklahoma City, OK 73112
CONTACT PERSON	Jesse Baumann
CONTACT EMAIL	jesse.bauman@onsite-cg.com
TELEPHONE NUMBER	(816) 562-7188
PROJECT, AMOUNT AND DATE COMPLETED	Various

COMPANY NAME	Good-Otis LLC
ADDRESS	PO Box 644 Raymore, MO 64083
CONTACT PERSON	Reeve Marksbury
CONTACT EMAIL	reeve@thegoodranch.com
TELEPHONE NUMBER	(816) 585-7328
PROJECT, AMOUNT AND DATE COMPLETED	Various

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

COMPANY NAME	Ryan Companies
ADDRESS	215 E. 18th Street Ste. 22 Kansas City, MO 64108
CONTACT PERSON	Tyler Lange
CONTACT EMAIL	tyler.lange@ryancompanies.com
TELEPHONE NUMBER	(712) 660-1324
PROJECT, AMOUNT AND DATE COMPLETED	Westport Commons - \$931,253 - In Progress

State the number of Years in Business: 39

State the current number of personnel on staff: 14

PROPOSAL FORM D
RFP 23-899-501

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

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 23-899-501 – Dean Ave Meter Replacement.

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

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

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

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

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

BID PROPOSAL FORM E – Project No. 23-899-501

Dean Ave Meter Replacement

Base Bid

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance	LS	1	3,761	\$ 3,761
New, downstream 12" gate valve	Each	1	9,814	\$ 9,814
5' Diameter concrete manhole	Each	1	11,944	\$ 11,944
Installation of new meter	LS	1	6,989	\$ 6,989
Relocation of existing check valve	LS	1	4,720	\$ 4,720
Modification/Relocation of 12" bypass	LS	1	19,104	\$ 19,104
Connecting to existing water main	LS	1	13,313	\$ 13,313
Rock Excavation	Cu Yd	5	825	\$ 4,125
Traffic Control	LS	1	1,797	\$ 1,797
Restoration	LS	1	2,763	\$ 2,763
TOTAL BASE BID				\$ 78,330

Company Name Breit Construction LLC

Total Base Bid for Project Number: 23-899-501

\$ 78,330

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

(\$ Seventy-eight thousand three hundred thirty dollars)

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

**BID PROPOSAL FORM E - RFP 23-899-501
CONTINUED**

Company Name Breit Construction LLC

By 
Authorized Person's Signature

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

Company Address PO Box 551
Raymore, MO
64083

Phone (913) 485-8008

Fax (816) 322-1241

Email andy.breit@breitconstructionllc.com

Date 9/19/2023

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
Dean Avenue Meter Replacement
Project #23-899-501

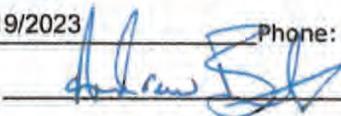
All plan holders are hereby notified and agree by signature below, that the proposal includes consideration of the following changes, amendments, and/or clarifications and costs associated with these changes and are included in the proposal.

Addendum No. 1 - Clarification.

1. Clarification: Stamped Plans Attached. No changes made.

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 September 14, 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: Breit Construction LLC
By: Andrew Breit
Title: General Manager
Address: PO Box 551
City, State, Zip: Raymore, MO 64083
Date: 9/19/2023 Phone: (913) 485-8008
Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: December 11, 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 type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3860: Budget Amendment - Dean Ave Meter Replacement

STRATEGIC PLAN GOAL/STRATEGY

FINANCIAL IMPACT

Award To:
Amount of Request/Contract: \$80,000
Amount Budgeted: \$0
Funding Source/Account#: 52

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

Staff is requesting an amendment to the FY 2024 Capital budget to provide funding for the Dean Avenue Meter Replacement Project. Staff is requesting \$80,000 to provide for the project and contingency costs to complete the replacement project.

	Budget	Budgeted FY2024	Amendment	Change
Fund (52)	\$113,366	\$193,366	\$80,000	

BILL 3860

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2024 CAPITAL BUDGET TO PROVIDE ADDITIONAL FUNDING FOR THE DEAN AVENUE METER REPLACEMENT PROJECT.”

WHEREAS, a budget amendment to the Fiscal Year 2024 capital budget is necessary to provide the necessary funds to construct the project.

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

Section 1. The City Manager is directed to amend the FY2024 budget to fund the Dean Avenue Meter Replacement Project as follows:

Budget	Budgeted FY2024	Amendment	Change
Fund (52)	\$113,366	\$193,366	\$80,000

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

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

DULY READ THE FIRST TIME THIS 11TH DAY OF DECEMBER, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 8TH DAY OF JANUARY, 2024, 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
AGENDA ITEM INFORMATION FORM

DATE: December 11, 2023

SUBMITTED BY: Melissa Harmer

DEPARTMENT: Communications

<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 3872: Award of Contract to Trozzolo Communications Group

STRATEGIC PLAN GOAL/STRATEGY

1.2:1: Create a physical environment that inspires a sense of pride

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
January 9, 2024	April 30, 2024

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Agreement

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The City of Raymore continues to oppose the development of a solid waste landfill near Raymore's north border, located in southeast Kansas City, Missouri, between 155th Street and 150 Highway.

Trozzolo Communications Group provided valuable public relations services to support the City's opposition efforts in the 2023 Legislative Session. Staff wishes to again contract with Trozzolo Communications Group for strategic public relations services during the 2024 Legislative Session.

BILL 3872

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH TROZZOLO COMMUNICATIONS GROUP FOR PUBLIC RELATIONS AND COMMUNICATIONS SERVICES RELATED TO THE CITY'S LANDFILL OPPOSITION EFFORTS."

WHEREAS, the City of Raymore continues to oppose the development of a solid waste landfill near Raymore's north border, located in southeast Kansas City, Missouri, between 155th Street and 150 Highway; and,

WHEREAS, staff, in consultation with the Mayor and City Council, wish to again contract with Trozzolo Communications Group for strategic public relations efforts; and,

WHEREAS, Trozzolo Communications Group has been determined to be the best partner for these public relations initiatives and has indicated a willingness to work with the City of Raymore.

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 Trozzolo Communications Group to provide a public information and relations campaign 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 11TH DAY OF DECEMBER, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 8TH DAY OF JANUARY, 2024, 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



Scope of Work

City of Raymore/Public Relations and Issues Management
December 7, 2023

The following provides a general budget estimate for public relations efforts to support the city of Raymore's communications. This estimate is based on information presently available and generally covers work that would be conducted by Trozzolo Communications Group during this engagement. This scope covers a four-month engagement beginning in January 2024 and ending April 30, 2024.

Scope of Work

Preparation and Execution

Kickoff Meeting

Given Trozzolo's prior work with the city of Raymore, a deep-dive and research phase is not required; however, Trozzolo will need an hourlong meeting with city leaders to align on current challenges, goals and needs.

Communications Messaging and Strategy

We will analyze, revise and develop new strategic messaging, as needed, to guide our outreach efforts. These messages will provide a communications platform upon which all our outreach will be based.

Planning

We will build a strategic outreach plan that outlines objectives, strategies and tactics for ongoing PR. We will develop and implement a regular communications strategy with a focus on community engagement and media relations. Trozzolo will develop and implement a content strategy to ensure a steady cadence of engagement and transparent communication.

Ongoing Communications

We anticipate developing two to three news releases, media alerts or targeted pitches per month. Trozzolo will provide communications support and content for the city's social media pages and landing pages, as needed. These efforts include proactive and reactive communications, including consulting in response to questions from members of the community.

SpokesPOWER Presentation and Mock Interviews

We understand that every Raymore official (elected or staff) is a potential spokesperson in an instance like this – not just to the media, but also to citizens, neighbors, etc. Each and every Raymore leader must be well prepared and aligned to share the latest facts and perspective. Through our SpokesPOWER presentation, we will work with city officials to ensure that they are

aligned with the most current messaging and prepared to deliver it effectively and through the appropriate channels. At the conclusion of the one-hour presentation, Trozzolo will spend a second hour conducting one-on-one mock interviews with participants and providing real-time analysis.

**Video recording is not included in the estimate.*

Account Management and Reporting

Responsiveness and Accountability

Our commitment to excellent service is evident in the way we deliver consistent project updates. We provide weekly Friday reports to update your team on our performance and results for the week. We also schedule regular status calls and provide in-depth monthly service reports.

Media Monitoring and Reporting

We subscribe to Meltwater and Critical Mention for daily print and broadcast monitoring, as well as for clipping service. In addition to media tracking services, we also use Meltwater to build our media lists and editorial calendars. We will monitor ongoing media coverage and provide regular updates to the city of Raymore team.

Budget

The fees below are based on a blended hourly rate of \$175. If a project's scope changes, we will ensure the new scope is outlined clearly and agreed upon by both parties before work begins.

Following is a budget breakdown for this project, utilizing our agency rate of \$175 per hour:

- **Public Relations and Account Management** \$29,000
 - *\$8,000/month retainer Jan.-March*
 - *\$5,000/month retainer in April*
- **SpokesPOWER Presentation and Media Training** \$4,500

Total Budget: **\$29,000-33,500**

This budget is based on information available at the time this document was prepared. Costs are subject to change should any of the project's recommendations or specifications be modified or altered in any way. If specification changes require a revision in the estimated budget, Trozzolo Communications Group will submit written estimate changes for client approval prior to beginning work on the project.

In the event we undertake on your behalf certain specific activity, such as development and production of print collateral or paid advertising, Trozzolo will estimate time and hard costs and will provide an estimate of those costs to you in the form of a Budget Authorization. Incidental expenses will be tracked and billed as follows:



Timing

This Scope of Work covers a four-month engagement. Trozzolo will begin work in January 2024 and continue through April 2024.

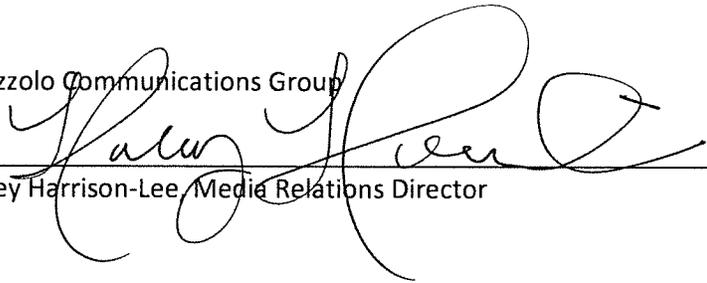
Approval

If the above meets your approval, please sign below and return a copy to us. Acknowledged, accepted and agreed on the 7 of December, 2023.

City of Raymore

By: _____ Date _____
Name, Title

Trozzolo Communications Group

By:  _____ Date 1-3-24
Haley Harrison-Lee, Media Relations Director



New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: January 8, 2024

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

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

TITLE / ISSUE / REQUEST

Bill 3862: Award of Contract - Rec Park Trail Repairs

STRATEGIC PLAN GOAL/STRATEGY

Goal 2.2.3: Value and protect natural resources and green spaces

FINANCIAL IMPACT

Award To:	TC Fuller Construction LLC
Amount of Request/Contract:	\$50,480.00
Amount Budgeted:	\$150,000.00
Funding Source/Account#:	Park Sales Tax Fund 47

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
January 2024	March 2024

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks and Recreation Board
Date:	November 14, 2023
Action/Vote:	6-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

This project involves repairs to the Rec Park Trail in the southeast corner and a portion of trail next to the playground area. Both areas have been identified as areas to address in the trails inventory.

Bids were received for the Rec Park Trail Repair project on October 25, 2023:

	Base Bid	Alt 1	Total
TC Fuller Construction	\$24,500	\$25,980	\$50,480
Legacy Underground	\$34,725	\$34,834	\$69,559
McConnell & Associates	\$44,500	\$55,522	\$100,022
Terry Snelling Construction	\$54,123	\$41,575	\$95,698
Freeman Construction	\$55,825	\$45,405	\$101,230
Tandem Paving	\$59,028	\$37,972	\$97,000
I-Solutions	\$60,563	\$42,729	\$103,292

TC Fuller Construction LLC is the lowest and best bidder. Staff recommends the contract for the Rec Park Trail Repair Project to be awarded to TC Fuller Construction in the amount of \$50,480.

BILL 3862

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TC FULLER CONSTRUCTION LLC FOR THE RECREATION PARK TRAIL REPAIR, PROJECT NUMBER 23-436-201, IN THE AMOUNT OF \$50,480 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, the Recreation Park Trail Repair Project was included in the FY2023 Capital Budget; and,

WHEREAS, bids for this project were received on October 25, 2023; and,

WHEREAS, TC Fuller 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 \$50,480.00 with TC Fuller Construction LLC for the Recreation Park Trail 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 8TH DAY OF JANUARY, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 22ND DAY OF JANUARY, 2024, 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

Rec Park Trail Repairs

This Contract for the Rec Park Trail Repairs, hereafter referred to as the **Contract** is made this 22nd day of January, 2024, between TC Fuller Construction LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 35702 E State Route B, Garden City, MO 64747, 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 January 22, 2024 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 23-436-201 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 \$50,480.00.

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. For any payment of \$100,000.00 or greater, the City of Raymore will not issue payment by check and shall utilize a wire payment process. A wire transfer form will be provided to you as needed.

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 30) 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)

TC FULLER CONSTRUCTION LLC

By: _____

Title: _____

Attest: _____

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Rec Park Trail Repairs

ANTICIPATED SCOPE OF SERVICES:

The 2023 Rec Park Trail Repair Project primarily includes the installation of new concrete sidewalk and grading work in the vicinity. Other work includes the installation of a lite duty field inlet that will be connected to the existing system as well as riprap installation to help with minor erosion.

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

- *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.
- *10' sidewalk, Installed:* The unit price named in the bid shall be for the Square Foot (SF) of **6" thick** concrete sidewalk installed. The unit price named in the bid shall cover all costs in connection therewith, including cutting, expansion joint material, placement of AB-3 subgrade leveling course as required, installation of new **6" thick** concrete and protection of the new concrete during the curing process. **Concrete shall be an approved KCMMB 4K mixture.** The concrete shall NOT be reinforced with rebar. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems. One set of concrete compressive strength cylinders shall be made each week the sidewalk is installed. Four cylinders per test site will be required. Testing & restoration shall be subsidiary to this bid item. **The new concrete trail will be installed on top of the existing asphalt trail. Some additional work may be required to stabilize the edge of the trail.**

Stabilization methods will need to be approved by the city prior to implementation. This work will be considered subsidiary to this line item. The existing asphalt trail will be left in place for the base bid except for at the end of the new concrete trail, where full depth removal of the trail will be required to transition into the old trail with the new 6" concrete trail. This work will be considered subsidiary to this line item. Removal of the asphalt trail in the alternate bid is considered "removal of existing material".

- General Site Grading: The unit price named in the bid shall be for the Square Foot (SF) of grading completed onsite. This item will be paid per plan quantity. The work provided herein will not be measured for payment but will be considered a plan quantity. Exceptions will be made on a measured quantity basis as defined in the applicable specification for the described. The goal of this item is to create positive drainage away from the trail and to lower the grade slightly so that the trail no longer holds water. **This project will not be accepted until the city confirms that the grading is adequate to ensure the water drains away from the trail and towards the creek. Ponding water will not be allowed. The contractor will not be responsible for supplying any additional material for this line item.**
- Riprap, Installed: Riprap shall be paid at the unit bid price per square foot installed. Measurement will be parallel to sloping surfaces. The unit bid price shall include all labor, equipment and materials required to place riprap as per plan location and detail and is to be verified in the field with The City. The thickness of the riprap shall be 18" to the plan and detail dimension. The rock used shall have a D_{50} of 6". Filter fabric shall be installed and considered subsidiary to this line item.
- Field Inlet, connected and Installed: Field Inlet shall be paid at the unit bid price per each installed and connected to the existing system. The Field inlet shall be 9 in NDS square catch basin or approved equal. The unit bid price shall include all labor, equipment and materials required to install and connect the inlet as per plan location and specifications.
- *Site Restoration/Hydroseeding*: The unit price named in the bid shall be for the Lump Sum (LS) of the site restoration/ hydroseeding. The site shall be restored to pre-construction quality. Hydroseeding shall be performed in conformance with KC APWA section 2404. A 4" deep layer of topsoil shall be considered subsidiary to all areas requiring soil as part of the site restoration. 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 a suitable seedbed. **Regardless of what season of the year the project is awarded, acceptance of this project and release of final payment will not occur until vegetation is established.**

- **Removal of Existing Material:** The unit price named in the bid shall be for the Square Foot (SF) of existing material removed onsite. This item will be paid per plan quantity. The work provided herein will not be measured for payment but will be considered a plan quantity. Exceptions will be made on a measured quantity basis as defined in the applicable specification for the described. This item includes the removal of the existing asphalt trail in bid alternate 1 as well as any excavation needed to install the 6" concrete trail in the new location. All backfill and associated work to bring areas back to the correct elevations shall be considered subsidiary to this bid item. Seeding for shall fall under "site restoration/hydroseeding".
- *Working Hours:* No work shall start before 7:00 A.M. including maintenance of equipment. ALL streets will be open to traffic no later than 4:00 p.m. unless expressly authorized in writing by the City Engineer. The City Engineer shall approve all work to be performed on Saturday, Sunday and on any holidays. All requests for doing such work shall be given 48 hours in advance.
- *Traffic Control and Traffic Routing:* Construction operations shall be coordinated to result in the least practicable delay to traffic. Flagmen are required for all one way traffic operations. In the case where the flagmen with signing paddles are in excess of 300 feet or out of visual contact, two-way radios will be required for traffic control. Prior to construction, the contractor must submit to the city a Traffic Control Plan meeting the requirements of the Manual on Uniform Traffic Control Devices.
- *Signing:* The Contractor will furnish adequate signs, barricades, warning lights and all other equipment necessary in accordance with the Manual on Uniform Traffic Control Devices, to direct and re-route traffic and will furnish flagmen and other personnel necessary to provide the required traffic control in accordance with the approved schedule of operations. Sidewalk closed signs will be required.
- *Construction Schedule:* After being awarded the contract, the Contractor shall immediately prepare and submit for approval by the

City, a construction schedule that will insure completion of the project within the contract time. The schedule shall be submitted to the Engineer within ten (10) calendar days after issuance of the notice of award. The Contractor will notify the City immediately of any significant changes in the submitted schedule of work.

- *Weather Limitations:* The contractor shall follow the Mid-West Concrete Industry Board, Inc (M CIB) Sections 10 and 11 for cold or hot weather concrete. With the following exception: concrete shall not be placed when temperatures are below 34 °F. All Concrete placed when overnight temperatures drop below 32 °F shall be covered with insulated blankets. ACI section 306 shall also be strictly adhered to.

7. ADDITIONAL REQUIREMENTS

- *Notification:* The Contractor shall notify The City 48 hours in advance of the removal operations.
- *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 BIDDING INFORMATION

10.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 23-436-201

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 December 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 30 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. For any payment of \$100,000.00 or greater, the City of Raymore will not issue payment by check and shall utilize a wire payment process. A wire transfer form will be provided to you as needed.

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 30). 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.

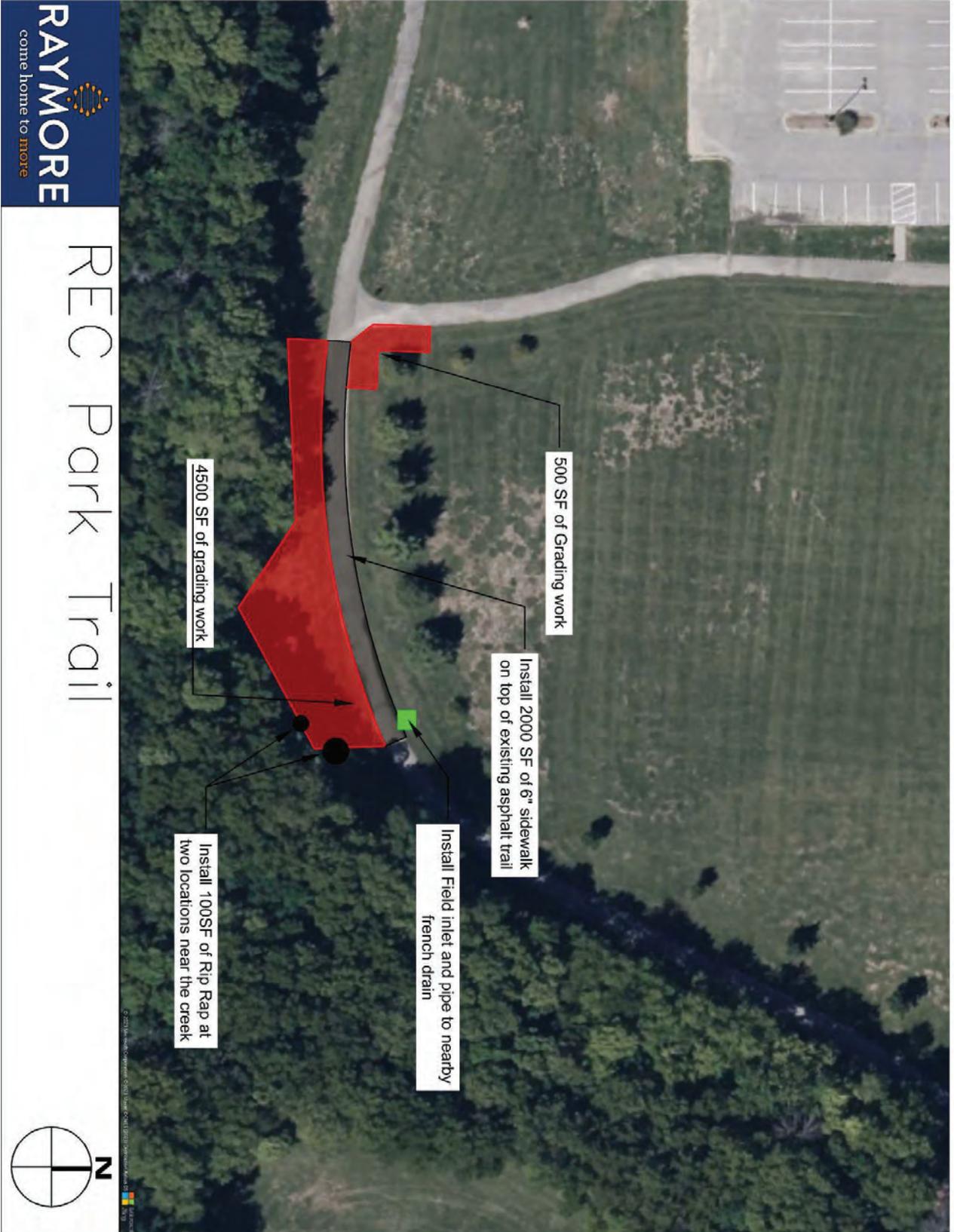
Z. Affidavit of Work Authorization and Documentation

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 23-436-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Tina Fuller having authority to act on behalf of (Company name) TC Fuller Construction LLC do hereby acknowledge that (Company name) TC Fuller 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: TC Fuller Construction LLC

ADDRESS: 35702 E State Route B
Street

ADDRESS: Garden City MO 64747
City State Zip

PHONE: 816-699-0468

E-MAIL: tina@tcfullerconstruction.com

DATE: 10/24/2023 Tina Fuller Owner
(Month-Day-Year) Signature of Officer/Title

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

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

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

PROPOSAL FORM B
RFP 23-436-201

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

PROPOSAL FORM A
RFP 23-436-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Tina Fuller having authority to act on behalf of (Company name) TC Fuller Construction LLC do hereby acknowledge that (Company name) TC Fuller 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: TC Fuller Construction LLC

ADDRESS: 35702 E State Route B
Street

ADDRESS: Garden City MO 64747
City State Zip

PHONE: 816-699-0468

E-MAIL: tina@tcfullerconstruction.com

DATE: 10/24/2023 *Tina Fuller* Owner
(Month-Day-Year) Signature of Officer/Title

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

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

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

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 23-436-201

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 Belton
ADDRESS	70 Seabee Rd Belton MO 64012
CONTACT PERSON	Ryan Haupt
CONTACT EMAIL	rhaupt@belton@belton.org
TELEPHONE NUMBER	816-892-1267
PROJECT, AMOUNT AND DATE COMPLETED	Cambridge Culvert Replacement \$904,000.00 03/31/2023

COMPANY NAME	Bettis Asphalt & Construction, Inc.
ADDRESS	PO Box 1694 Topeka KS 66601
CONTACT PERSON	Marc Bettis
CONTACT EMAIL	mbettis@bettisasphalt.com
TELEPHONE NUMBER	785-783-8850
PROJECT, AMOUNT AND DATE COMPLETED	waterline replacement \$104,207.00 06/30/2023

COMPANY NAME	KU Endowment
ADDRESS	PO Box 928 Lawrence KS 66044
CONTACT PERSON	Gary Mohr
CONTACT EMAIL	w715m926@ku.edu
TELEPHONE NUMBER	785-864-5637
PROJECT, AMOUNT AND DATE COMPLETED	KU Welcome Center demo & replace curb& sidewalk \$66,572.00 06/30/2023

COMPANY NAME	University of Kansas
ADDRESS	1246 W Campus Rd. Rm 20 Lawrence KS 66045
CONTACT PERSON	Gary Mohr
CONTACT EMAIL	w715m926@ku.edu
TELEPHONE NUMBER	785-864-5637
PROJECT, AMOUNT AND DATE COMPLETED	KU on-calls concrete, stairs, waterline \$306,992.80 Summer 2023

COMPANY NAME	Terry Snelling Construction Inc.
ADDRESS	20004 E Yocum Dr. Independence MO 64058
CONTACT PERSON	Terry Snelling
CONTACT EMAIL	terry@terrysnellingconstruction.com
TELEPHONE NUMBER	816-985-4507
PROJECT, AMOUNT AND DATE COMPLETED	City of Independence Vaile Sidewalk/waterline \$ 124,386.30 04/25/2023

State the number of Years in Business: 3.5

State the current number of personnel on staff: 12

PROPOSAL FORM D
RFP 23-436-201

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

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 23-436-201 – Rec Park Trail Repairs.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 0, 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. 23-436-201

**Rec Park Trail Repair
 Base Bid**

Base Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance	LS	1	\$ 1500.00	\$ 1500.00
10' Sidewalk, Installed	SF	2000	\$ 8.00	\$ 16,000.00
General Grading Work	SF	5000	\$1.00	\$ 5,000.00
Riprap, Installed	SF	100	\$ 2.00	\$ 200.00
Field Inlet, Connected and Installed	EA	1	\$ 300.00	\$ 300.00
Site Restoration/ Hydroseeding	LS	1	\$ 1500.00	\$ 1500.00
TOTAL BASE BID				\$ 24,500.00

Alternate Bid 1

Base Bid Items	Units	Estimated Quantities	\$/Units	Total
Removal of existing material	SF	4080	\$ 2.00	\$ 8160.00
10' Sidewalk, Installed	SF	2040	\$ 8.00	\$ 16,320.00
Site Restoration/ Hydroseeding	LS	1	\$ 1500.00	\$ 1500.00
TOTAL ALTERNATE BID				\$ 25980.00

Company Name TC Fuller Construction LLC

Total Base Bid for Project Number: 23-436-201

\$ 24,500.00

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

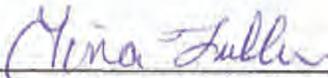
(\$ Twenty four thousand five hundred dollars.)

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

Total Alternate Bid 1: \$ 25,980.00

**BID PROPOSAL FORM E – RFP 23-436-201
CONTINUED**

Company Name TC Fuller Construction LLC

By 
Authorized Person's Signature

Tina Fuller
Print or type name and title of signer

Company Address 35702 E State Route B
Garden City MO 64747

Phone 816-266-3124 / 816-699-0468

Fax _____

Email tina@tcfullerconstruction.com

Date 10/24/2023

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 0

Addendum No. _____

LATE BIDS CANNOT BE ACCEPTED!

Miscellaneous

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, DECEMBER 18, 2023, AT 6:00 P.M., AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT IN PERSON: MAYOR TURNBOW, COUNCILMEMBERS BAKER, BARBER, BURKE III, FORSTER, HOLMAN, AND TOWNSEND. PRESENT VIA VIDEOCONFERENCING: COUNCILMEMBERS ABDELGAWAD AND ENGERT. ALSO PRESENT IN PERSON: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, MEMBERS OF THE PARK BOARD, AND CITY STAFF.

A. Comprehensive Trails Presentation

City Manager Jim Feuerborn and Parks and Recreation Director Nathan Musteen discussed with the Council and Park Board the trails systems in Raymore. This presentation included the current state of the trail system, necessary improvements, and funding possibilities for improvements.

B. Board and Commission Appointments

Mayor Turnbow presented recommendations for Board and Commission appointments to the Council and directed staff to prepare a Resolution for the appointment for the next regular meeting.

C. Other

Park Board members, Council members, and staff discussed projects, such as a dog park, future park development, and the Use Tax issue.

The work session of the Raymore City Council adjourned at 7:08 p.m.