

AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, March 11, 2024
6:00 p.m.

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Presentations/Awards

- SevenDays® of Kindness Proclamation (pg 177)

5. Personal Appearances

6. Staff Reports

- A. Development Services (pg 7)
- B. Monthly Court Report (pg 13)
- 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, February 26, 2024 (pg 17)

9. Unfinished Business - Second Reading

A. Award of Contract - Ward Road Construction

- Reference:
- Agenda Item Information Sheet (pg 27)
 - Bill 3879 (pg 29)
 - Contract (pg 31)

The Ward Road Construction project entails upgrading the roadway from 163rd Street to 58 Highway. This project includes curbs, gutters, stormwater improvements, a new bridge, streetlights, and a multi-use

pathway along the east side and sidewalk connection on the west side. Staff is recommending award of a contract to VF Anderson Builders for the Ward Road Construction project.

- City Council, 02/26/2024: Approved 7-0

B. Sport Court - Raymore Activity Center

Reference: - Agenda Item Information Sheet (pg 99)
- Bill 3878 (pg 101)
- Contract / Purchasing Agreement (pg 103)

Staff is presenting a contract for the direct purchase of the sport court floor in the expansion area of the Raymore Activity Center through our membership with Sourcewell Purchasing alliance.

- City Council, 02/26/2024: Approved 7-0
- Parks and Recreation Board, 02/13/2024: Approved 7-0

10. New Business - First Reading

A. Award of Contract - Park Trail Replacement (emergency reading)

Reference: - Agenda Item Information Sheet (pg 125)
- Bill 3882 (pg 127)
- Contract (pg 131)

Staff recommends award of contract to Wil-Pav Inc. for reconstruction of the trails at Recreation and Memorial Parks as identified in the trails inventory.

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, 03/04/2024 (pg 175)
-

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 DEPARTMENT REPORT FEBRUARY 2024

BUILDING PERMIT & INSPECTION ACTIVITY -

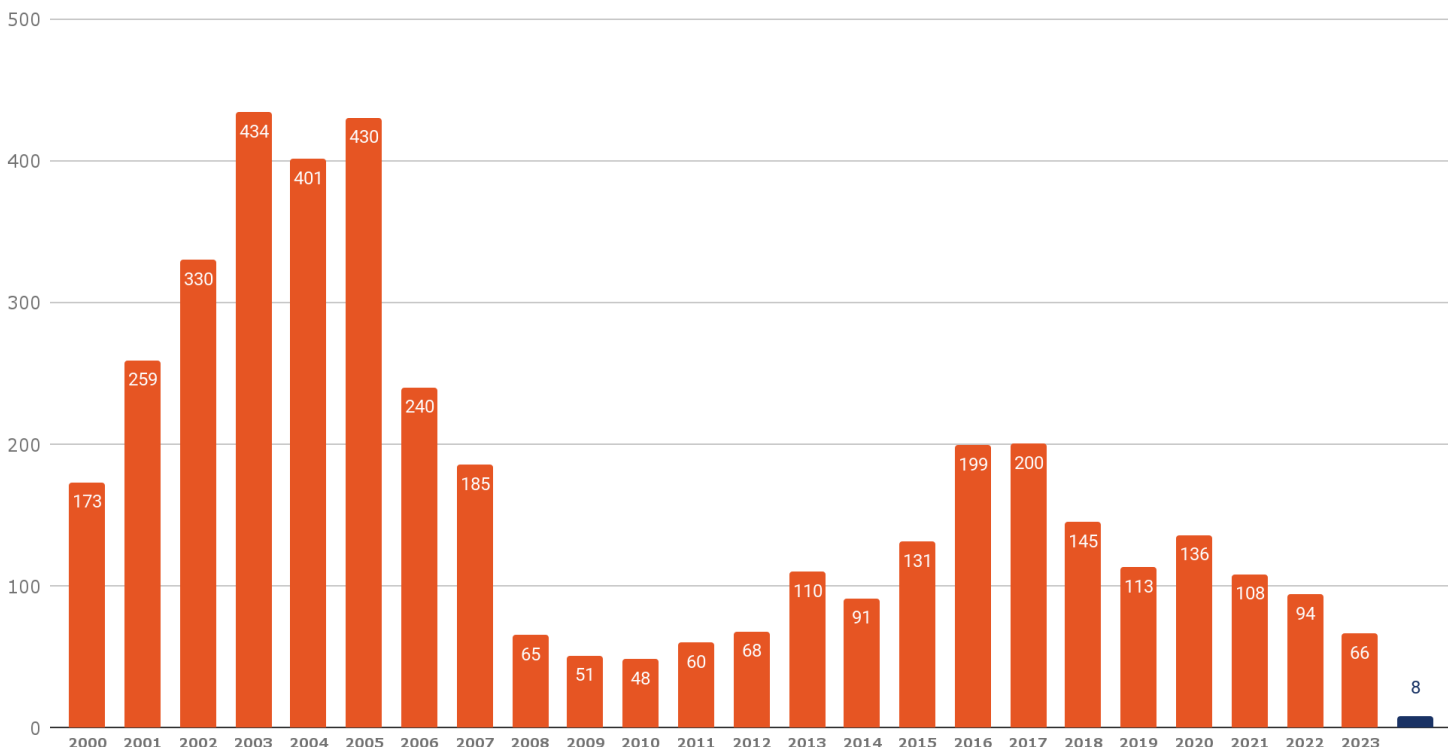
TYPE OF PERMIT	FEB 2024	2024 YTD	2023 YTD	2023 TOTAL
Detached Single-Family Residential	6	8	2	71
Attached Single-Family Residential	0	0	0	110
Multi-Family Residential (apartment)	0	0	0	0
Miscellaneous Residential (deck; roof)	58	98	72	753
Commercial - New, Additions, Alterations	2	3	5	27
Sign Permits	19	21	3	64
BUILDING INSPECTIONS	FEB 2024	2024 YTD	2023 YTD	2023 TOTAL
Total No. of Inspections	557	939	924	5,514
Residential Inspections	329	507	431	2,836
Commercial Inspections	228	432	493	2,678
INVESTMENT	FEB 2024	2024 YTD	2023 YTD	2023 TOTAL
Total Residential Permit Valuation	\$2,546,180	\$3,253,490	\$468,900	\$47,930,930
Total Commercial Permit Valuation	\$1,830,950	\$2,695,260	\$2,216,900	\$40,675,232

BUILDING CONSTRUCTION ACTIVITY -

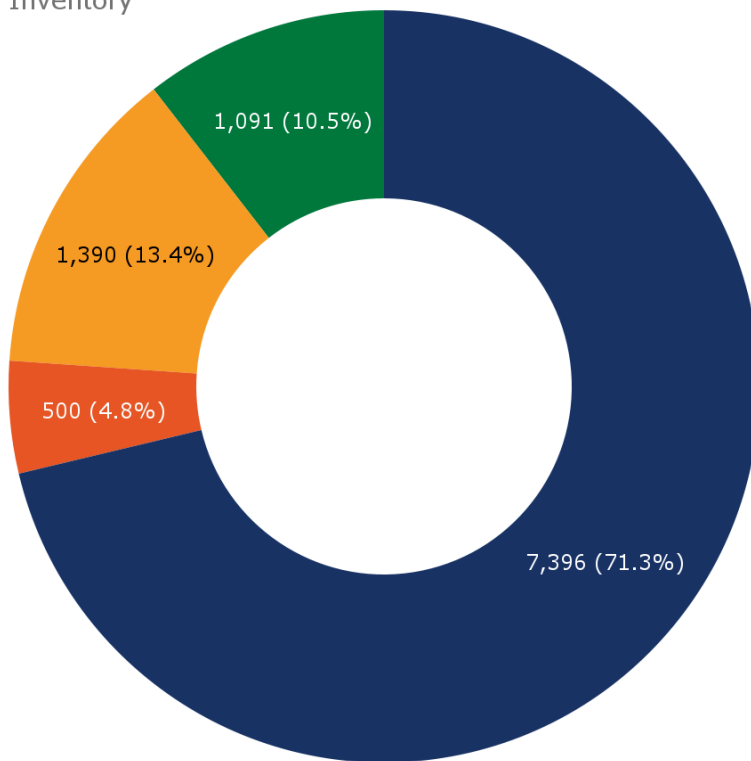
- Staff issued a Certificate of Occupancy for the A4 Apparel, located in Building 2 of the Raymore Commerce Center.
- Staff issued a building permit for the retail multi-tenant building located at [1830-1832 W. Foxwood Drive](#)
- Tenant finish work continues at the Sano Orthopedic Office located at 121 N. Dean Avenue.
- Site work and vertical construction continues at HTeaO, including framing and sheathing, as well as site work for the commercial drive from Sunset Lane.

BUILDING PERMIT TRENDS AND HOUSING UNIT INVENTORY -

Single Family Housing Permit Trends 2000-2024



Existing Housing Unit Inventory



● Single-Family Units ● Two-Family Units (Duplex) ● Multi-Family Units (4+ Plex) ● Apartment Units

CODE ENFORCEMENT ACTIVITY -

CODE ENFORCEMENT	FEB 2024	2024 YTD	2023 YTD	2023 TOTAL
Code Enforcement Cases Opened	51	101	88	682
<i>Notices Mailed</i>		0		
-Tall Grass/Weeds	0	0	1	131
- Inoperable Vehicles	27	59	50	230
- Junk/Trash/Debris in Yard	9	14	12	125
- Object placed in right-of-way	0	0	1	19
- Parking of vehicles in front yard	2	3	2	31
- Exterior home maintenance	4	12	9	76
- Other (trash at curb early; signs; etc)	0	0	0	0
Properties mowed by City Contractor	0	0	0	59
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	0	0	0	5
Signs in right-of-way removed	71	113	110	628
Violations abated by Code Officer	3	7	9	55

PLANNING AND ZONING ACTIVITY -

CURRENT PROJECTS -

- Comprehensive Plan
- Chick-Fil-A Site Development Review
- Sign Code Research and Review

ACTIONS OF BOARDS, COMMISSIONS & CITY COUNCIL -

FEBRUARY 6, 2024 PLANNING AND ZONING COMMISSION -

- Not items currently scheduled

FEBRUARY 12, 2024 CITY COUNCIL MEETING -

- 1st Reading - Voluntary Annexation - Creekside Ranch - NE Corner of Gore & Kurzweil, approved 1st reading
- 1st Reading - Rezoning "A" Agricultural District to "RE" Rural Estate District - Creekside Ranch (public hearing), approved 1st reading
- 1st Reading - Preliminary Plat - Creekside Ranch (public hearing), approved

FEBRUARY 20, 2024 PLANNING AND ZONING COMMISSION -

- Not items currently scheduled\

FEBRUARY 26, 2024 CITY COUNCIL MEETING -

- 2nd Reading - Voluntary Annexation - Creekside Ranch - NE Corner of Gore & Kurzweil, approved
- 2nd Reading - Rezoning “A” Agricultural District to “RE” Rural Estate District - Creekside Ranch (public hearing), approved

UPCOMING MEETINGS - MARCH

MARCH 5, 2024 PLANNING AND ZONING COMMISSION

- Meeting canceled, lack of business items

MARCH 11, 2024 CITY COUNCIL MEETING -

- No items currently scheduled

MARCH 13, 2024 BOARD OF ADJUSTMENT MEETING -

- Front-Yard Setback Variance Request, Chick-Fil-A, 1920 W. Foxwood Drive (public hearing)

MARCH 19, 2024 PLANNING AND ZONING COMMISSION -

- Site Plan, Chick-Fil-A, 1920 W. Foxwood Drive

MARCH 25, 2024 CITY COUNCIL MEETING -

- No items currently scheduled

FEBRUARY DEPARTMENT ACTIVITY & EVENTS -

- Development Services Director David Gress and City Planner Dylan Eppert attended a webinar hosted by AARP regarding 2024 Community Challenge Grant opportunities.
- City Staff met internally to discuss the Comprehensive Plan.
- Development Service Director David Gress and City Planner Dylan Eppert attended the South Kansas City Planners meeting.
- Economic Development Director Jordan Lea and Human Resources Director Shawn Aulgur attended a luncheon hosted by Real World Learning, Kauffman Center Foundation.
- Economic Development Director Jordan Lea completed the Strategic Planning class through the University of Oklahoma’s Economic Development Institute.
- Development Services Director David Gress attended the Cass County Coalition of Chambers (CCCC) luncheon meeting, hosted by the Raymore Chamber of Commerce.
- Development Services Director David Gress monthly morning Raymore Chamber Coffee and Connections, hosted by [Graphic Arts Print Shop](#).

- The Development Review Committee met with a residential developer to discuss potential investment opportunities.
- Economic Development Director Jordan Lea judged Future Business Leaders of America (FBLA) districts and DECA districts for local high schools.
- Economic Development Director Jordan Lea attended the Cass County Coalition of Chambers (CCCC) luncheon meeting, hosted by the Raymore Chamber of Commerce.
- Economic Development Director Jordan Lea attended the Kansas City Area Development Council's Q1 Investor Access Event.
- City staff met with Olsson Studio for a monthly check-in to discuss the Comprehensive Plan.
- Economic Development Director Jordan Lea attended Heartland Certified Public Manager Program presented by the University of Kansas Public Management Center.
- Economic Development Director Jordan Lea attended the International Economic Development Council's marketing advisory committee meeting.
- Development Services Director David Gress attended the Raymore Chamber of Commerce monthly board meeting.
- Development Services Director David Gress participated in the Planning Directors Lunch hosted by the Mid-America Regional Council (MARC).
- Development Services Director David Gress participated in a speed networking and resume workshop hosted by the KC Chapter of the American Planning Association and UMKC.
- Development Services Director David Gress attended the first meeting of the Climate Environment Council, hosted by Mid-America Regional Council.
- Council Member Reginald Townsend, City Manager Jim Feuerborn, Economic Development Director Jordan Lea and Development Services Director David Gress attended the Go Live celebration for Southern Glazer's Wine and Spirits. Southern Glazer's Wine and Spirits is located in the first building of the Raymore Commerce Center.
- Council Member Sonja Abdelgawad, Council Member Joseph Burke, Police Chief Wilson, Economic Development Director Jordan Lea, Development Services Director David Gress, Communications Manager Melissa Harmer and Marketing and Communications Assistant Alex Garcia celebrated Harmar's grand opening and ribbon cutting ceremony. Harmar is located in the second building of the Raymore Commerce Center.
- Councilmembers and City staff celebrated Nuuly's ribbon cutting ceremony. [Click here to learn more!](#)



- Economic Development Director Jordan Lea attended the Raymore Chamber of Commerce monthly board meeting.
- Councilmembers Reginald Townsend and Kevin Barber, Economic Development Director Jordan Lea and Development Services Director David Gress toured the KD Academy facility.
- Economic Development Director Jordan Lea attended the Regional Association of Public Information Officers meeting hosted by Mid-America Regional Council.
- Economic Development Director Jordan Lea was awarded the Michael P Hickey Scholarship for the Spring 2024 session of the University of Oklahoma's Economic Development Institute.
- City staff received a site plan and variance application for a proposed [Chick-Fil-A](#) to be located at 1920 W. Foxwood Drive, at the northeast corner of 58 Highway and Kentucky Road. The Board of Zoning adjustment will review a setback variance request at their March 13, 2024 meeting, and the Planning and Zoning Commission will review a site plan request at their March 19, 2024 meeting.
- City Planner Dylan Eppert attended the Missouri Master Plan on Aging town hall hosted by the Mid-America Regional Council.
- City Planner Dylan Eppert attended the Emerging Leader Academy program presented by University of Kansas Public Management Center.
- Development Services Director David Gress attended a planning meeting to discuss utilities with VanTrust Real Estate for the Raymore Commerce Center South project.
- Development Services Director David Gress and City Planner Dylan Eppert reviewed the City's Sign Code in preparation for a work session with the City Council.
- Economic Development Director Jordan Lea and Development Services Director David Gress attending a luncheon about Workforce YOU hosted by West Central Missouri Community Actions Agency.



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: Feb 1, 2024 - Feb 29, 2024	
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	1,549	604
B. Cases (citations/informations) filed		4	191	30
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court/bench trial - GUILTY		0	0	0
3. court/bench trial - NOT GUILTY		0	2	1
4. plea of GUILTY in court		5	82	21
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	46	0
6. dismissed by court		0	12	4
7. <i>nolle prosequi</i>		1	7	2
8. certified for jury trial (not heard in Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		6	149	28
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		79	1,591	606
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	102	1. # Issued during period	0	
2. # Served/withdrawn during reporting period	58	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	1,834			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Raymore Municipal	Reporting Period: Feb 1, 2024 - Feb 29, 2024
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V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$15,152.60	Court Automation	\$1,122.31
Clerk Fee - Excess Revenue	\$1,556.30	Law Enf Arrest-Local	\$618.50
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$47.99	Overpayments Detail Code	\$35.50
Bond forfeitures (paid to city) - Excess Revenue	\$145.00	Total Other Disbursements	\$1,776.31
Total Excess Revenue	\$16,901.89	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$25,578.10
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Bond Refunds	\$429.00
		Total Disbursements	\$26,007.10
Fines - Other	\$3,723.50		
Clerk Fee - Other	\$379.63		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$161.28		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$1,150.27		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$11.72		
Law Enforcement Training (LET) Fund surcharge	\$322.00		
Domestic Violence Shelter surcharge	\$639.50		
Inmate Prisoner Detainee Security Fund surcharge	\$322.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$190.00		
Total Other Revenue	\$6,899.90		

Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, FEBRUARY 26, 2024, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, BURKE III, ENGERT, HOLMAN, AND TOWNSEND. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND RECORDING SECRETARY MICHELE BRUNGARDT.

1. Call to Order

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

2. Roll Call

Recording Secretary Michele Brungardt called roll; quorum present to conduct business. Councilmember Forster was absent.

3. Pledge of Allegiance

4. Presentation/Awards

5. Personal Appearances

6. Staff Reports

Public Works Director Mike Krass reviewed the staff report and the annual stormwater management program report included in the packet.

Parks and Recreation Director Nathan Musteen reviewed the staff report included in the packet. He introduced Business Development Coordinator Candice Mangum and answered questions from Council.

City Manager Jim Feuerborn announced items for the March 4 City Council work session.

7. Committee Reports

8. Consent Agenda

A. City Council Meeting minutes, February 12, 2024

B. Resolution 24-10: 2023 I&I Project - Acceptance and Final Payment

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

DISCUSSION: None

VOTE: Councilmember Abdelgawad Aye

Councilmember Baker	Aye
Councilmember Barber	Aye
Councilmember Burke III	Aye
Councilmember Engert	Aye
Councilmember Forster	Absent
Councilmember Holman	Aye
Councilmember Townsend	Aye

9. Unfinished Business

A. Creekside Ranch Annexation

BILL 3875: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ANNEXING PROPERTY DESCRIBED AS CREEKSIDE RANCH, LOCATED IN THE SOUTHWEST AND SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 46N, RANGE 32, WEST CASS COUNTY, MISSOURI, AND BELONGING TO THE LISA DELIBERO TRUST, PURSUANT TO SECTION 71.014, OF THE REVISED STATUTES OF THE STATE OF MISSOURI."

Recording Secretary Michele Brungardt conducted the second reading of Bill 3875 by title only.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second reading of Bill 3875 by title only.

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3875 as **Raymore City Ordinance 2024-009**.

B. Creekside Ranch Rezoning "A" to "RE"

BILL 3876: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM "A" AGRICULTURAL DISTRICT TO "RE" RURAL ESTATE DISTRICT, AN 89.67 ACRE TRACT OF LAND LOCATED IN THE SOUTHWEST AND SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 46N, RANGE 32 WEST, CASS COUNTY, MISSOURI."

Recording Secretary Michele Brungardt conducted the second reading of Bill 3876 by title only.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second reading of Bill 3876 by title only.

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3876 as **Raymore City Ordinance 2024-010.**

C. Authorizing Special Obligation Bonds, Series 2024

BILL 3877: "AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$3,600,000 PRINCIPAL AMOUNT OF SPECIAL OBLIGATION BONDS, SERIES 2024, OF THE CITY OF RAYMORE, MISSOURI AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS BY THE CITY."

Recording Secretary Michele Brungardt conducted the second reading of Bill 3877 by title only.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second reading of Bill 3877 by title only.

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3877 as **Raymore City Ordinance 2024-011.**

10. New Business

A. Award of Contract - Ward Road Construction

BILL 3879: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH VF ANDERSON BUILDERS FOR THE WARD ROAD CONSTRUCTION PROJECT, CITY PROJECT NUMBER 24-360-201, IN THE AMOUNT OF \$5,718,688.09 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

Recording Secretary Michele Brungardt conducted the first reading of Bill 3879 by title only.

Public Works Director Mike Krass reviewed the information included in the Council packet. The Ward Road Construction project entails upgrading the roadway from 163rd Street to 58 Highway. This project includes curbs, gutters, stormwater improvements, a new bridge, streetlights, and a multi-use pathway along the east side and sidewalk connection on the west side. Seven bids were received, and VF Anderson Builders was determined to be the lowest and best bidder in the amount of \$5,718,688.09. He noted an upcoming meeting including VF Anderson Builders and Communications Manager Melissa Harmer to discuss a communication plan, phasing plan, and traffic control for the project, stating the project could take 9 months with agreeable weather. He answered questions from Council.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3879 by title only.

DISCUSSION: Councilmembers Abdelgawad and Barber expressed their excitement for this project.

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

B. Sport Court - Raymore Activity Center

BILL 3878: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SPORT COURT KANSAS CITY, INC. FOR THE PURCHASE AND INSTALLATION OF SPORT COURT FLOORING AT THE RAYMORE ACTIVITY CENTER EXPANSION PROJECT."

Recording Secretary Michele Brungardt conducted the first reading of Bill 3878 by title only.

Parks and Recreation Director Nathan Musteen reviewed the information included in the Council packet. Utilizing a direct purchase through Sourcewell Government purchasing, staff recommends the purchase of the gymnasium flooring at the RAC through Sport Court Kansas City, Inc. Sport Court gymnasium flooring is the original gym floor in the first phase of the RAC. This purchase will be an identical match and continuation of the current floor through the phase 2 expansion. In addition to the floor, the contract includes refreshing the paint on the current floor and finish work along the baseboards to connect the expansion areas. This item was included in the budget for the RAC Expansion, however, the flooring was not a part of the construction contract, but an allowance for purchase and installation independently within the overall project budget. The floor is scheduled to be installed in June. He answered questions from Council.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3878 by title only.

DISCUSSION: None

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

C. Sendera Preliminary Plat Extension

RESOLUTION 24-15: "A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING A SIX-MONTH EXTENSION OF THE PRELIMINARY DEVELOPMENT PLAN FOR THE SENDERA PLANNED UNIT DEVELOPMENT."

Recording Secretary Michele Brungardt conducted the reading of Resolution 24-15 by title only.

Development Services Director David Gress reviewed the information included in the Council packet. Brad Kempf, representing Clayton Properties Group, Inc., is requesting an extension to the Sendera Preliminary Development Plan, a 135-acre development containing 343 single family lots located south of Hubach Hill Road, east of Brook Parkway. The Sendera PUD Preliminary Development Plan was originally approved on August 23, 2021. The 1st and 2nd plats were

approved by the City Council on February 28, 2022. The Preliminary Development Plan is set to expire on February 28, 2024. If approved, the Preliminary Development Plan will have a new expiration date of August 28, 2024.

Brad Kempf, Clayton Properties Group, Inc., stated the company has spent the last 8 months reorganizing. He presented justification for the 6-month extension and outlined changes in their procedures and products.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the reading of Resolution 24-15 by title only.

DISCUSSION: None

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

D. Use Tax Update

Communications Manager Melissa Harmer outlined the educational campaign related to the Use Tax ballot question.

City Manager Jim Feuerborn presented detailed information pertaining to sources and uses and financial reports associated with potential use tax funds.

Staff, Mayor Turnbow, and Council discussed current and future staffing needs, detailed information on who would pay a use tax, how the funds generated from a use tax would be used, transparency, and public trust.

Mr. Feuerborn noted that since 2015, Raymore's property tax levy has gone down.

11. Public Comment

12. Mayor/Council Communication

Mayor Turnbow and Councilmembers thanked staff for the information on the use tax, and recognized the recent ribbon cuttings for Nuuly and Harmar.

Mayor Turnbow thanked Councilmember Abdelgawad for filling in for him at the Nuuly ribbon cutting during his illness.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to adjourn to Executive Session to discuss litigation matters as authorized by §610.021(1).

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

The regular meeting of the Raymore City Council adjourned to Executive Session at 7:35 p.m.

13. Adjournment

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

DISCUSSION: None

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

The regular meeting of the Raymore Council adjourned at 7:52 p.m.

Respectfully submitted,

Michele Brungardt
Recording Secretary

Unfinished Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: February 26, 2024

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 3879: Ward Road Construction Project

STRATEGIC PLAN GOAL/STRATEGY

2.2.2 Create and maintain a well connected transportation network

FINANCIAL IMPACT

Award To:	VF Anderson Builders
Amount of Request/Contract:	\$5,718,688.09
Amount Budgeted:	\$5,998,404.00
Funding Source/Account#:	2020 GO Bond

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

The Ward Road Construction project entails upgrading the roadway from 163rd Street to 58 Highway. This project includes curbs, gutters, stormwater improvements, a new bridge, streetlights, and a multi-use pathway along the east side and sidewalk connection on the west side.

Bids were received for the Ward Road Construction project on February 8, 2024 as follows:

Bidder	Base Bid	Alt 1	Total
VF Anderson Builders	\$5,526,424.63	\$192,263.46	\$5,718,688.09
Phillips Hardy	\$5,980,875.00	\$182,993.90	\$6,163,868.90
Pyramid Contractors	\$6,089,774.25	\$111,874.00	\$6,201,648.25
Radmacher Bros	\$6,484,376.80	\$171,806.50	\$6,656,183.30
Clarkson Construction	\$7,164,303.80	\$(87,741.18)	\$7,076,562.62
Superior Bowen	\$7,405,429.20	\$192,183.55	\$7,597,912.75
Genesis Environmental	\$9,155,150.56	\$358,715.99	\$9,513,866.55

VF Anderson Builders is the lowest and best bidder in the amount of \$5,718,688.09.

BILL 3879

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH VF ANDERSON BUILDERS FOR THE WARD ROAD CONSTRUCTION PROJECT, CITY PROJECT NUMBER 24-360-201, IN THE AMOUNT OF \$5,718,688.09 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, this project is included in the FY 2020 Capital Budget; and,

WHEREAS, bids for this project were received on February 8, 2024; and,

WHEREAS, VF Anderson Builders 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 \$5,718,688.09 with VF Anderson Builders for the Ward Road Construction 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 26TH DAY OF FEBRUARY, 2024.

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

Ward Road Construction

This Contract for the Ward Road Construction Project, hereafter referred to as the **Contract** is made this 11th day of March, 2024, between VF Anderson Builders an entity organized and existing under the laws of the State of Missouri, with its principal office located at 19204 East 231st Street, Harrisonville, MO 64701, 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 March 11, 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 24-360-201 and the General Terms and Conditions in Appendix C, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as

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

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

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

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$5,718,688.09. Total amount includes Base Bid: \$5,526,424.63 and Alt 1: \$192,263.46.

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. The project will not be submitted to the City Council for acceptance until turf has been re-established in accordance with Appendix A, Scope of Services and Special Provisions, Section 8 Measurement and Payment Paragraph T Permanent Seeding. 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 C.

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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.

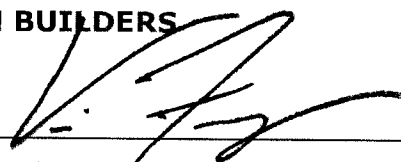
THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

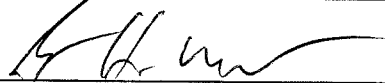
Attest: _____
Erica Hill, City Clerk

(SEAL)

VF ANDERSON BUILDERS

By: _____


Title: _____
President

Attest: _____


APPENDIX A

SCOPE OF SERVICES AND SPECIAL PROVISIONS

SCOPE OF SERVICES:

Construction of Ward Road Improvements 163rd Street to MO-58.

- 3-span, 63'-6" continuous concrete solid slab span bridge with concrete approach slabs over Alexander Creek
- 36,681 square yards of Cement Stabilization
- 32,866 square yards of asphalt surfacing
- 13,955 linear feet of curb and gutter
- 7,533 feet of HDPE and RCP storm sewer
- 77 Curb Inlets
- 7,991 square yards of Multi-Use Trail

1) SPECIFICATIONS WHICH APPLY

The performance of the work, the materials required, the basis of measurement and the basis for payment for the various portions of the work shall be in accordance with the appropriate sections of the Kansas City Metropolitan Chapter of the American Public Works Association "Standard Specifications and Design Criteria" current edition, except as modified or added to by these Special Provisions, 2021 **Missouri Standard Specifications for Highway Construction and revisions effective January 1, 2022**, and the current contract document entitled "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri" 2019 and all subsequent revisions. If a conflict exists between the specifications, the more stringent shall prevail.

2) PROJECT AWARD

Award of this project will be based upon the sum of the bid schedules for only the Reconstruction of Ward Road, with or without consideration of any alternatives.

The Contractor is required to complete the bid schedule for the PWSD NO.3 Cass County, Missouri Ward Road Water Line Replacement PWSD Project No. 0321052.0. Award of the waterline replacement is subject to approval by the Water District Board of Directors.

The Contractor, however, shall take special consideration of the "Information for Bidders" section of the project contract documents; in particular, Evaluation of Bids in submitting their unit prices.

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

3) PROJECT COMPLETION AND SCHEDULE

It is expected that the Award of Contract shall be issued in April 2024.

General Conditions, Section 17.02 of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri" 2019 shall be amended to include the following:

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

4) ENGINEER

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

5) GENERAL CONDITIONS

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

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

6) PROJECT SPECIAL REQUIREMENTS

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

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

Dynamic Pile Testing: See Appendix D.

7) PUBLIC RELATIONS

a) NOTIFICATION OF PROPERTY OWNERS

i) Handbill Notification

ii) The Contractor shall provide 48 hours advance notification to Commercial/Retail properties and Residential property owners adjacent to the work, including those properties on Ward Road, and also those properties accessed thru Sierra Drive, Chateau Pl., Alexander Creek Dr., and any other properties that may be affected by the project. Separate notifications shall be made to each property owner of the actual work scheduled, as approved by

the Project Engineer. Work not completed on the schedule shall require new notices.

- iii) Contractor shall endeavor to Commercial/Retail properties in person.
- iv) The notice shall state the following:
 - § Time and date the sidewalk, street, and/or driveway will be closed and when it will be reopened.
 - § What to expect in case of unexpected delay, i.e., weather, mechanical problems (Contractor shall redistribute updated notifications when delayed).
 - § Name of Contractor
 - § Name of Superintendent
 - § Contractor's Phone Number.
 - § Temporary Parking or other provisions required.
 - § People with special needs shall contact the contractor to arrange accommodations.

A sample handbill shall be submitted a minimum of 10 days prior to beginning work for review and approval. Owner reserves the right to modify handbill notices and procedures

- v) Handbill Notification Log
 - (i) The Contractor shall maintain an electronic log documenting distribution of handbills. Log shall include date of distribution, time of distribution, information included on the handbill, and proof of distribution. Entries in log shall be included for each distribution. A copy of the log shall be provided to the Project Inspector on not less than a weekly basis, or as requested

No work shall be performed without proper notifications.

b) CITIZEN PHONE CALL RESPONSE

- i) Phone Number
 - 1. The Contractor shall provide a single point of contact on all correspondence with residents. The phone number shown shall be the same on all correspondence.
- ii) Phone Operator
 - 1. The Contractor shall provide a staff member to answer the phone number listed on citizen correspondence. The phone shall be answered in person, between the hours of 7:00 AM and 6:00 PM, Monday thru Friday, excluding City holidays, by an operator familiar with the work, daily project schedule and capable of immediately answering questions and concerns posed by residents. If weekend work is scheduled, the operator shall also work concurrently.
 - 2. After hours calls shall be received by an automated attendant indicating the correct number has been reached to pose questions for the Project. Questions shall be recorded and returned within the next business day.
- iii) Phone Call Log

The phone operator shall maintain an electronic log of all phone calls received. The log shall include the following information for each call received including answering machine messages:

- Date / Time of Call
- Name & Address of Citizen
- Name of Operator
- Brief Synopsis of Concern & Operator Response
- Description of action required by Contractor or City to address Citizen's concern.
- Date Action Completed

A copy of the log shall be provided to the Project Inspector on not less than a weekly basis, or as requested

iv) Contractor Log

The contractor shall maintain a log of interactions with the public while on-site. The log shall include the following information for each incident:

- Date / Time of Incident
- Name & Address of Citizen
- Name of contractor personnel
- Brief Synopsis of Concern & Operator Response
- Description of action required by Contractor or City to address Citizen's concern.
- Date Action Completed

A copy of the log shall be provided to the Project Inspector on not less than a weekly basis, or as requested

c) PUBLIC MEETINGS

The contractor shall attend a minimum of 2 public meetings, and council or other meetings, as requested by the owner to discuss the project with stakeholders.

8) MEASUREMENT AND PAYMENT

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

Estimated Quantities. All estimated quantities stipulated in the Proposal Form or other Contract Documents are approximate and are to be used only (a) as a basis for estimating the probable cost of the Work and (b) for the purpose of comparing the Proposals submitted for the Work. The actual amounts of work performed, and materials furnished under unit price items may differ from the

estimated quantities. The basis of payment for work and materials will be the actual amount of work done and materials furnished, except as otherwise noted. Contractor agrees that it will make no claim for damages, anticipated profits, or otherwise on account of any difference between the amounts of work actually performed and materials actually furnished and the estimated amounts therefore.

Testing required by the Contractor shall be subsidiary to other items of the Contract Documents. No separate payment will be made, except for Dynamic Pile Testing as noted in the Bridge Bid Items Paragraph.

A. Bridge Bid Items – Work for bridge bid items shall be performed in accordance with the “Missouri Standard Specifications for Highway Construction” dated 2021 and effective letting date of January 1, 2022, as amended or supplemented herein. The following bid items are bridge bid items:

- CLASS 1 EXCAVATION
- REMOVAL OF BRIDGES
- BRIDGE APPROACH SLAB (MINOR ROAD)
- GALVANIZED STRUCTURAL STEEL PILES (12")
- PRE-BORE FOR PILING
- PILE POINT REINFORCEMENT
- DYNAMIC PILE TESTING
- CLASS B-1 CONCRETE (SUBSTRUCTURE)
- CLASS B-2 CONCRETE (SUPERSTRUCTURE SOLID SLAB)
- TYPE D BARRIER
- PEDESTRIAN FENCE (72") (STRUCTURES)
- REINFORCING STEEL (EPOXY COATED)
- GALVANIZED FABRICATED STRUCTURAL CARBON STEEL (MISC.)
- VERTICAL DRAIN AT END BENTS

A.1 Structural steel materials will be accepted on the basis of certification of compliance and substantiating test reports furnished by manufacturers and/or fabricators.

A.2 Provisions shall be made to prevent any debris and material from falling into the waterway. If determined necessary by the Engineer, any debris and material that falls below the bridge outside the previously specified limits shall be removed as approved by the Engineer at the Contractor's expense.

A.3 Provisions shall be made to prevent damage to any existing utilities. Any damage sustained to the utilities as a result of the Contractor's operations shall be the responsibility of the Contractor. All costs of repair and disruption of service shall be as determined by the utility owners and as approved by the Engineer.

A.4 All project sampling and testing of materials related to the bridge bid items will be performed by a consultant employed by the Contractor and at the Contractor's expense according to the requirements of the current Local Public Agency Manual, provided by the Missouri Highway &

Transportation Commission. The consultant employed by the Contractor for project sampling and testing of materials will be approved by the Engineer. Material sampling and testing documentation will be submitted to the Engineer prior to acceptance. Material acceptance will be made by the Engineer.

B. 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.

C. Construction Staking and Survey Controls: Construction Staking and Survey Controls shall be paid as a lump sum item in accordance with the following table. The unit cost for this item shall include all labor, equipment and materials to develop and establish necessary control, detail dimensions, slope stakes and measurements required for proper layout and performance of the work. The contractor is responsible for all re-staking.

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

D. Site Preparation: Site Preparation shall be considered a lump sum item for payment. The unit cost for this line item shall include all labor, materials and equipment necessary to prepare the site for construction as per plan. This includes any necessary Demolition and Removal and disposal of existing improvements, shown or not shown on the plans, and Clearing and Grubbing of site necessary to complete the project.

E. Unclassified Excavation: All excavation will be considered as Unclassified and no additional payment shall be made for rock excavation. All unsuitable or unused materials will be removed from the site at the expense of the contractor. 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. Unclassified Excavation will be paid for at the contract unit price and will be considered full compensation.

F. Embankment: The embankments shall be constructed using suitable materials, as defined in the specifications, procured from excavations made

on the project site or from contractor provided borrow areas as required to complete the grading work. Borrow areas, hauling, and all incidentals shall be considered subsidiary to embankment. No adjustment has been made to earthwork quantities for swell and shrinkage resulting from excavating cut and compacting fill. 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. Embankment will be paid for at the contract unit price and will be considered full compensation.

G. Curb Inlets, Modified Inlets and Junction Boxes: Curb Inlets, Modified Inlets and Junction Boxes shall be at the unit bid price per each. The unit bid price shall include all labor, equipment and materials required to install the inlets as per plan location and specifications. No additional payment shall be made for additional depth inlets.

H. Storm Sewer Pipe: Storm Sewer Pipe items shall be paid for at the unit bid price per linear foot. The unit bid prices for these items shall include all labor, equipment, materials, excavation, bedding and backfill, including flowable backfill under all street pavement, to place the storm sewer as per plan locations and specifications. Measurement shall be from inside face to inside face, rounded to the nearest foot, of the structures and shall exclude the flared end sections. Concrete collars are subsidiary to this line item.

I. Flared End Sections: Flared End Sections shall be paid for at the unit bid price per each. The unit bid prices for these items shall include all labor, equipment, materials, excavation, bedding and backfill, including flowable backfill under all street pavement to install the end sections, including toe walls, as per City details and specifications.

J. Riprap: Riprap shall be paid at the unit bid price per square yard 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. The thickness of the riprap shall conform to the plan and detail dimension. Filter fabric shall be installed as per detail and considered subsidiary to this line item.

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

L. 4", 7", and 10" APWA Type 1-01 RC Base Asphalt: 4", 7", and 10" Thick APWA Type 1 (1-01) RC Base Asphalt shall be paid for at the unit bid price per square yard. The unit bid price for this line item shall include all labor, equipment, and materials to place the base lifts as per specification and plan. Nuclear density testing of each lift shall be considered subsidiary to this line item and is required before subsequent lifts are placed. Tack oil is to be Ultra Tack, Trackless Tack NTSS-1HM manufactured by Blacklidge applied at the residual rate of 0.06 gal/sq yd, CAT-TAC trackless tack manufactured by Hunt Refining applied at the same rate, or other approved trackless tack oil. Paving will not begin until the tack has broken.

M. Cement Stabilization: Cement Stabilization of subgrade shall be paid for at the unit bid price per square yard. The unit bid price shall include all labor, equipment, and materials to construct a stabilized road subgrade. The subgrade soils shall be treated with a minimum of 6% portland cement on a dry soil weight basis. The cement shall be thoroughly mixed with existing soils and compacted to at least 95% of the material's standard proctor maximum dry density, and within 0 to +3 of the material's optimum moisture content, as determined in general accordance with ASTM procedures. Each lift of compacted-engineered fill shall be tested and documented prior to placement of subsequent lifts. The work provided herein will not be measured for payment but will be considered a plan quantity.

N. Curb and Gutter: Curb and Gutter shall be paid at the unit bid price per linear foot. The unit bid price for this line item shall include all labor, materials and equipment required to construct per plan location and detail. Concrete shall be a KCMMB 4K mix and the contractor shall observe APWA Hot and Cold weather construction practices as per Raymore City Specifications.

O. Concrete Sidewalk: Concrete Sidewalk shall be paid for at the unit bid price per square yard. The unit bid price shall include all labor, equipment and materials required to construct concrete sidewalk as per plan location and detail. Concrete shall be a KCMMB 4K mix and the contractor shall adhere to APWA Hot and Cold weather practices as per Raymore City Specifications.

P. Concrete Pavement, Driveways (6" UNIFORM): Concrete Pavement, Driveways (6" UNIFORM) shall be paid at the unit bid price per square yard. The unit bid price shall include all labor, equipment and materials required to construct 6" thick driveway pavement as per plan location and driveway detail. Concrete shall be a KCMMB 4K mix and the contractor shall adhere to APWA Hot and Cold weather practices as per Raymore City Specifications.

Q. Crushed Stone (B) 4": Crushed Stone (B) 4" shall be paid at the unit bid price per square yard. The unit bid price shall include all labor, equipment and materials required to construct 4" thick crushed stone as per

plan location. Material shall be in accordance with MoDOT Standard Specifications Section 1004 and installation shall be in accordance with MoDOT Standard Specifications Section 310.

R. Concrete Sidewalk Ramps: Concrete Sidewalk Ramps shall be paid at the unit bid price per each. The unit bid price for this line item shall include all labor, equipment, and materials to construct ADA compliant sidewalk ramps as per Raymore details. The ADA Ramp shall include the transition, ramp and landing. The detectable warning surfaces shall be Armor-cast, The tile shall be at least 2' x 4' in size and be brick red in color. Removable panels are subsidiary to concrete sidewalk ramps.

S. 4" PCCP (Median Paving) with Base Rock: 4" PCCP (Median Paving) with Base Rock shall be paid at the unit bid price per square yard. The unit bid price for this line item shall include all labor, equipment and materials required to pave the interior of the median island as shown on Sheet 59 of the plans. Concrete shall be a KCMMB 4K mix and the Base Rock shall be ½" to ¾" gravel. Contractor shall observe APWA Hot and Cold Weather Construction Practices as per Raymore City Standards.

T. Permanent Seeding. The unit bid price shall be per acre. The unit bid price shall include all labor, equipment and materials required to establish grass and landscaping on disturbed areas. Seeding will be paid for when grass is established to the coverage density required by APWA Section 2400. Areas that are disturbed which lie outside the Contractor's seeding limits, as defined by the Plans or Contract Documents, will not be measured for payment, but shall be restored to a condition equal to or better than that existing prior to construction.

T.1 Bioswale and Rain Garden located on the east side of the project from approximately station 186+50 to 188+80 and on the west side of the project from approximately station 223+21 to 227+47 shall be planted according to the latest version of the City of Raymore, Native and Adaptive Landscapes Guidelines as approved by the Engineer. Seed shall be Tall Prairie for Medium Soil (60% Grass, 40% Forbs).

T.2 Site Restoration and Topsoil: Site Restoration and Topsoil shall be considered subsidiary to all items. Topsoil shall be defined as: fertile, friable and loamy soil of uniform quality, without admixture of subsoil material, and shall be free from material such as hard clods, stiff clay, hardpan, partially disintegrated stone, pebbles larger than one inch in diameter, and other impurities. Topsoil shall be relatively free from grass, roots, weeds, and other objectionable plant material or vegetative debris undesirable or harmful to plant life or which will prevent the formation of suitable seedbed. Acceptance of this project and release of final payment will not occur until vegetation is established. Existing wood mulch shall be removed and replaced in areas where mulch will be disturbed.

U. Permanent Signage: Signage shall be considered a lump sum for payment. The unit bid price shall include all labor, equipment, and materials to install signs as per the MUTCD at locations indicated on the plans. RRFBs (Rectangular Rapid Flashing Beacons) shall be provided by the City, and installed subsidiary to signage.

V. Curb Stop: Curb Stops shall be paid at the unit bid price per each and include all labor equipment and materials to install precast parking curb stops.

W. Permanent Pavement Marking: Permanent Pavement Marking shall be considered a lump sum for payment. The unit bid price shall include all labor, equipment, and materials to install pavement markings and symbols as per the MUTCD at locations indicated on the plans.

W.1 PAINT SHALL BE: white paint is Ozark Materials, LLC Paint product #26226, yellow paint is Ozark Materials LLC, Paint product number 16226 or approved equal.

X. Temporary Erosion Control: Temporary Erosion Control shall be considered a lump sum for payment. The unit bid price shall include all labor, equipment, and materials to install, maintain and remove erosion control measures including inlet and junction box protection, silt fence, ditch checks, erosion control and rock blankets, temporary seeding, appurtenances and other measures required to meet the requirements of the SWPPP and Land Disturbance Permit.

Y. SWPPP and Land Disturbance Permit: SWPPP (Stormwater Pollution Prevention Plan) and Land Disturbance Permit shall be considered a lump sum item for payment. The lump sum item shall cover all preparation, costs, paperwork and effort required to prepare, maintain and enforce a SWPPP and obtain a State Land Disturbance Permit. Any other permits required are subsidiary to this line item. Copies of the SWPPP, Land Disturbance Permit and any other required permits shall be submitted to the City of Raymore prior to construction.

Z. Water Line Relocation: Water Line Relocation shall be at the unit bid price per linear foot. The unit bid price shall include all labor, equipment and materials, connections, fittings, testing, and appurtenances required to relocate water mains as required for the project. Materials for Water Line Relocation shall be as per PWSD NO. 3 CASS COUNTY, MISSOURI requirements. WARD ROAD WATERLINE REPLACEMENT Project No. 0321052.01

AA. Water Service Relocation: Water Service Relocation shall be at the unit bid price per each. The unit bid price shall include all labor, equipment and materials required to install new water service and appurtenances as

per plan location. Materials for Water Service Relocation shall be as per PWSO NO. 3 CASS COUNTY, MISSOURI requirements. WARD ROAD WATERLINE REPLACEMENT Project No. 0321052.01

BB. Adjust Manhole (Set Price): Adjust Manhole (Set Price) shall be paid for at the unit bid price per each. The unit bid price shall include all labor, equipment, materials, and appurtenances required to adjust manhole as per Raymore City Specifications.

CC. Work Zone Traffic Control: Work Zone Traffic Control shall be considered a lump sum for payment. The unit bid cost for this item shall include all materials, labor and equipment required to provide a safe working environment including, but not limited to, all signage to control traffic, detours, and through the work area, as required by the MUTCD and dictated on the plans. Access must be maintained at all times to properties adjacent to the project accessed by use of Ward Road, including side streets.

DD. Changeable Message Board: Changeable Message Board shall be considered a unit bid payment. The unit bid shall be each message board paid per week. The unit bid cost for this item shall include all materials, labor and equipment required to provide an electronic message board, with a minimum 3 line 70"x127" electronic display, or as approved, and located at the owner's direction. Up to 2 message boards may be required at a time. Message boards are in addition to any required for Work Zone Traffic Control. Message boards will only be paid for on weeks that they are actively being used.

EE. Pre-Construction Photos: Pre-Construction Photos shall be considered a lump sum for payment. The unit bid cost for this item shall include all materials, labor and equipment required to provide electronic photographic documentation of all existing conditions, including haul roads, all driveways, all properties, fences, and other items that may potentially be disturbed by construction activities. The photographs shall include GPS locations and be provided to the owner prior to the start of construction activities.

FF. Public Relations: Public Relations shall be considered a lump sum for payment. The unit bid cost for this item shall include all materials, labor and equipment required to provide advanced notifications, respond, and answer citizen concerns and questions, accommodate citizens with special needs, attend public meetings, and maintain documentation as may be required herein. The City shall be notified by email of all correspondence within 48 hours.

9. ADDITIONAL INFORMATION

9.1 Project is tax exempt.

**CITY OF RAYMORE, MISSOURI
 24-360-201**

**Appendix B
 Road Signage Table**

Ward Road Signing Table

Sign Legend	MUTCD Sign Designation	Size (inches)	Quantity (EA)
Stop	R1-1	30x30	7
Yield Here to Peds	R1-5	36x36	4
Speed Limit	R2-1	24x30	3
Keep Right	R4-7	24x30	4
No Trucks	R5-2	24x24	4
Push Button To Turn On Warning Lights	R10-25	9x12	4
Pedestrian	W11-2	30x30	4
Downward Diagonal Arrow (Plaque)	W16-7P	24x12	4
Type 1 Object Marker	OM1-1	18x18	4
Handicapped	D9-6	24x24	2
Van Accessible (plaque)	D9-6P	18x9	2
\$50 TO \$300 FINE	SP-1	18x9	2

**CITY OF RAYMORE, MISSOURI
24-360-201**

**Appendix C
General Terms and Conditions**

A. *Procedures*

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Public Works Director or their authorized representative(s). 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 April, 2024.

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 and Public Water Supply No. 3 Cass County Missouri 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 sixty (60) days after the date of opening of bids.

T. *Performance Bond*

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

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

U. Payment Bond

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

V. Maintenance Bond

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

W. Rejection of Bids

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

X. Release of Information

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

Y. American Products

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

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

Z. Affidavit of Work Authorization and Documentation

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

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

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

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

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

**CITY OF RAYMORE, MISSOURI
 24-360-201**

**Appendix D
 Job Special Provisions
 Dynamic Pile Testing
 Date: 12-14-21**

1.0 General.

1.1 Scope of Work. Scope of work shall include furnishing all labor, equipment and analysis associated with dynamic testing of driven piles as specified in this special provision. Dynamic pile restrike testing is not required on this project, and references to restrike testing in this special provision will not apply.

1.2 Performance and Design Requirements. Performance and design conditions for dynamic testing of driven piles shall be in accordance with section 4.0 of this special provision.

1.3 Approved Manufacturers. For the following hardware and software components, only the listed manufacturer is recognized as providing the level of quality required. If the contractor wants to propose a non-listed manufacturer that is considered to provide an equivalent level of quality, this manufacturer shall be identified and supporting documentation provided. Acceptance of the manufacturer as a substitute will be at the discretion of the engineer.

Component	Product	Manufacturer
Pile Driving Modeling - Wave Equation Software	GRLWEAP	Pile Dynamics, Inc.
Pile Driving Monitoring - Hardware & Software	Pile Driving Analyzer - Model PAK	Pile Dynamics, Inc.
Pile Driving Analysis – Signal Matching Software	CAPWAP	Pile Dynamics, Inc.

1.4 Test Requirements. Dynamic pile testing shall be conducted in accordance with the standard test method indicated below.

Standard Test Method	Designation	Conducted By
High-Strain Dynamic Testing of Piles	ASTM D 4945	Contractor

1.5 Qualifications. The contractor shall perform dynamic pile testing utilizing the services of an independent dynamic pile testing consultant and qualified personnel. An engineer with a minimum of three years of dynamic pile testing and analysis experience or who has achieved Basic or better certification under the High-Strain Dynamic Pile Testing Examination and Certification process of the Pile Driving Contractors Association and Foundation QA shall perform pile driving monitoring. An engineer with a minimum of five years of dynamic pile testing and analysis experience or who has achieved Advanced or better certification under the High-Strain Dynamic Pile Testing Examination and Certification process of the Pile Driving Contractors Association and Foundation QA shall perform pile driving modeling and pile driving analysis.

2.0 Execution.

2.1 Pile Driving Modeling. The contractor shall perform preconstruction wave equation analyses and prepare a summary report of the results. The wave equation analyses shall be used to assess the ability of all proposed pile driving systems to install piles to the required capacity and the desired penetration depth within allowable driving stresses. The report shall include a drivability graph relating pile capacity, blow count and driving stresses to depth. The report shall include a bearing graph relating the pile capacity to the pile driving resistance. The bearing graph shall indicate blow count versus capacity and stroke. The report shall also contain a constant capacity analysis or inspectors chart to assist the engineer in determining the required driving resistance at other field observed strokes. The contractor shall perform wave equation analyses in accordance with section 4.0 of this special provision. Acceptability of the wave equation report and the adequacy of analyses will be determined by the engineer.

2.1.1 Approval by the engineer of the proposed pile driving system will be based upon the wave equation analyses indicating that the proposed system can develop the specified pile capacity at a pile driving rate of 2 to 10 blows per inch at the end of driving, and within allowable driving stresses per AASHTO LRFD Bridge Construction Specifications, Section 4.4.1. The contractor shall provide preliminary pile driving criteria based on wave equation analyses and any anticipated capacity changes after driving, set-up or relaxation, subject to revision based upon dynamic pile testing field measurements.

2.1.2 If any changes or modifications are made to the approved pile driving system, additional wave equation analyses in accordance with section 2.1 of this special provision shall be required.

2.2 High-Strain Dynamic Pile Testing.

2.2.1 The contractor shall perform dynamic pile testing at the locations and frequency required in accordance with section 4.0 of this special provision.

2.2.2 Dynamic pile testing involves monitoring the response of a pile subjected to heavy impact applied by the pile hammer at the pile head. The testing shall provide information on the driving stresses, pile capacity, structural integrity and hammer efficiency.

2.2.3 The contractor shall engage an independent dynamic pile testing consultant and qualified personnel in accordance with section 1.5 of this special provision. Prior to testing, the engineer will review and approve the proposed independent dynamic pile testing consultant, the experience and qualifications of assigned personnel, details of the method of testing, a list of equipment, and the method of analysis of test results. The contractor shall provide all available details of the subsurface conditions, pile dimensions and properties, and pile driving systems to the independent dynamic pile testing consultant.

2.2.4 All field testing and measurements shall be made in the presence of the engineer.

2.3 Field Testing.

2.3.1 Equipment. Dynamic pile testing field measurements shall be carried out using approved equipment, software and recording equipment. The data collected at the end of initial driving and the beginning of restrrike shall be analyzed using approved signal matching techniques and software.

2.3.2 Monitoring During Driving. During pile driving, piles shall be instrumented and monitored with testing equipment satisfying the requirements of section 1.3 of this special provision.

2.3.2.1 The contractor shall install two sets of strain transducers and accelerometers near the top of each pile to be tested and shall use a compatible measuring and recording system to record the data during driving.

2.3.2.2 The equipment required to be attached to the pile shall be appropriately positioned and fixed to the approval of the engineer.

2.3.2.3 The hammer and all site equipment used shall be capable of delivering an impact force sufficient to mobilize the specified pile capacity indicated in section 4.0 of this special provision without damaging the pile.

2.3.2.4 The testing equipment shall monitor pile stresses during driving to prevent pile damage and ensure pile integrity and capacity. If the testing equipment indicates overstressing or damage to the pile, the contractor shall immediately discontinue driving and notify the engineer.

2.3.2.5 If the testing equipment determines that pile stresses during driving exceed acceptable levels, a new pile driving system, modifications to existing system or new pile installation procedures shall be proposed by the contractor. Approval by the engineer of any proposed changes to the pile driving system or pile

installation procedures will be based upon the results of additional wave equation analyses in accordance with section 2.1.2 of this special provision.

2.3.3 Preparation of the Pile Head. The preparation of the pile head for the application of dynamic test load shall involve, where appropriate, trimming the head, cleaning, and building up the pile using materials that shall, at the time of testing, safely withstand the impact stresses. The impact surface shall be flat and at right angles to the pile axis.

2.3.4 Dynamic Measurement and Analysis. Monitoring of pile driving shall begin when pile driving begins. The data shall be recorded and processed immediately in the field by the pile driving monitoring equipment and software. Unless monitoring indicates that additional driving will damage the pile, pile driving and monitoring shall continue until both the specified pile tip elevation and the specified pile capacity are reached. For each pile tested, pile driving analysis using signal matching techniques shall be performed for a selected blow at the end of driving to determine the relative capacities from end bearing and skin friction along the pile.

2.3.4.1 Restrike tests shall be performed at the frequency indicated in section 4.0 of this special provision. The time interval between end of initial driving and beginning of restrike shall be in accordance with section 4.0 of this special provision. During restrike, the pile shall be instrumented and monitored similar to during initial driving. For each restrike test, pile driving analysis using signal matching techniques shall be performed for a selected blow from the beginning of restrike to determine the relative capacities from end bearing and skin friction along the pile.

2.3.4.2 The restrike test shall be performed with a warmed-up hammer and shall consist of striking the pile for 20 blows or until the pile penetrates an additional 3 inches whichever occurs first unless testing equipment indicates overstressing or damage to the pile. If such overstressing or damage to the pile is indicated, the contractor shall immediately discontinue driving and notify the engineer. In the event initial restrike testing indicates a pile capacity below the specified capacity additional driving may be required as directed by the engineer.

2.3.4.3 The engineer may request use of pile driving monitoring equipment and software on additional piles if inconclusive results are obtained or unusual driving conditions are encountered.

2.3.4.4 Pile bearing capacity and integrity shall be evaluated based on the standard procedure used in practice.

2.3.4.5 Tabular records of the dynamic pile testing field measurements obtained at the end of initial driving and at the beginning of restrike shall be immediately provided to the engineer by the contractor.

2.3.5 Results.

2.3.5.1 Preliminary Reports. The contractor shall prepare a preliminary report for each pile tested for review by the engineer. Each report shall contain tabular as well as graphical presentation of the dynamic test results versus depth. Each report shall also indicate the pile driving criteria for the additional piles to be installed at the substructure unit of the pile tested. Each preliminary report shall include the following:

- (a) The maximum force applied to the pile head.
- (b) The maximum pile head velocity.
- (c) The maximum energy imparted to the pile.
- (d) The assumed soil damping factor and wave speed.
- (e) Static capacity estimate.
- (f) The maximum compressive and tensile forces in the pile.
- (g) Pile integrity.
- (h) Blows per inch.
- (i) Stroke.
- (j) Summary results of pile driving analysis from selected blow analyzed using signal matching techniques and software.

2.3.5.2 Summary Report. The contractor shall prepare a summary report of all piles tested for review by the engineer. The report shall include the results of hammer performance, pile driving stresses, and pile capacity during initial driving and restrike for all piles tested. The report shall also include the following:

- (a) Date of testing and date of pile installation.
- (b) Pile identification number and location.
- (c) All information given in preliminary reports as follows:
 - (1) Length of pile below commencing surface.
 - (2) Total length of pile, including projection above commencing surface at time of test.
 - (3) Length of pile from instrumentation position to tip.
- (d) Hammer type, drop and other relevant details.
- (e) Blow selected for signal matching analysis.
- (f) Maximum compressive and tensile stresses, stroke, and capacity versus penetration depth.
- (g) Temporary compression.
- (h) Pile integrity and location of damage, if any.
- (i) Force/velocity versus time trace.
- (j) Force/velocity match curve.
- (k) Resistance distribution along the pile.
- (l) Detailed graphical and tabular results from blow analyzed using signal matching techniques and software.

3.0 Schedule of Contract Submittals.

Item	Submittal Item	Type	Calendar Days	Event/Date	Liquidated Damages
1	Proposed independent dynamic pile testing consultant, and a listing of assigned personnel and their experience and qualifications.	DOCS	45 Before	Start of pile driving monitoring	No
2	Details of the components, method of testing, pile driving equipment and materials to be used, and the results of wave equations analyses.	DOCS	15 Before	Start of pile driving monitoring	No
3	Two copies of each Preliminary Report as defined in section 2.3.5.1 of this special provision	DOCS	3 After	Completion of each field test	No
4	Four copies of the Summary Report as defined in section 2.3.5.2 of this special provision	DOCS	7 After	Completion of all field tests	No

4.0 High-Strain Dynamic Pile Testing Specification.

Item	Requirement
Wave Equation Analysis	Minimum of one and sufficient additional analyses as needed to define performance for all combinations of piles, driving systems and subsurface conditions anticipated.
Dynamic Testing Pile Capacity	Nominal Axial Pile Compressive Resistance or 2.25 times the Design Bearing shown on the plans or as required by engineer
End of Initial Driving Test Frequency	As shown in the contract plans
Restrike Test Frequency	As shown in the contract plans
Time Interval between End of Initial Driving and Restrike	Minimum of 7 days or as required by the engineer
Pile Driving Analyses using Signal Matching Techniques	For each End of Initial Driving Test and each Restrike Test


5.0 Method of Measurement. Dynamic pile testing will be measured per each.

6.0 Basis of Payment. Payment for the above described work, including all material, equipment, tools, labor and any other incidental work necessary to complete this item, will be considered completely covered by the contract unit price for Dynamic Pile Testing.

CITY OF RAYMORE, MISSOURI
24-360-201

Appendix E
Wage Order #30

Missouri
Division of Labor Standards
WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 30
Section 019
CASS COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 10, 2023**

Last Date Objections May Be Filed: **April 10, 2023**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
 CASS County

REPLACEMENT PAGE

Section 019

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$69.41
Boilermaker	\$25.95*
Bricklayer	\$61.19
Carpenter	\$61.84
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$57.77
Plasterer	
Communications Technician	\$65.95
Electrician (Inside Wireman)	\$68.40
Electrician Outside Lineman	\$25.95*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$25.95*
Glazier	\$25.95*
Ironworker	\$68.15
Laborer	\$48.11
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$25.95*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$61.28
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$45.33
Plumber	\$75.60
Pipe Fitter	
Roofer	\$58.60
Sheet Metal Worker	\$73.24
Sprinkler Fitter	\$25.95*
Truck Driver	\$25.95*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMO Section 290.210.

Heavy Construction Rates for
 CASS County

Section 019

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$61.78
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$25.95*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$50.07
General Laborer	
Skilled Laborer	
Operating Engineer	\$58.69
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$50.31
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "overtime work" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

***REVISED* BID PROPOSAL FORM E - Project No. 24-360-201**

Ward Road Construction Project

Base Bid

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance - not to exceed 5%	LS	1	\$ 258,000.00	\$ 258,000.00
Construction Staking	LS	1	\$ 37,000.00	\$ 37,000.00
Site Preparation	LS	1	\$ 303,000.00	\$ 303,000.00
Class 1 Excavation	CY	78	\$ 132.00	\$ 10,296.00
Unclassified Excavation	CY	14,825	\$ 8.00	\$ 118,600.00
Embankment	CY	23,053	\$ 6.00	\$ 138,318.00
Removal Of Bridges	LS	1	\$ 21,000.00	\$ 21,000.00
Bridge Approach Slab (Minor Road)	SY	206	\$ 342.00	\$ 70,452.00
Galvanized Structural Steel Piles (12")	LF	390	\$ 157.00	\$ 61,230.00
Pre-Bore For Piling	LF	310	\$ 168.00	\$ 52,080.00
Pile Point Reinforcement	EA	20	\$ 158.00	\$ 3,160.00
Dynamic Pile Testing	EA	2	\$ 5,510.00	\$ 11,020.00
Class B-1 Concrete (Substructure)	CY	64	\$ 1,548.00	\$ 99,072.00
Class B-2 Concrete (Superstructure Solid Slab)	CY	142	\$ 1,664.00	\$ 236,288.00
Type D Barrier	LF	205	\$ 230.00	\$ 47,150.00
Pedestrian Fence (72") (Structures)	LF	203	\$ 200.00	\$ 40,600.00
Reinforcing Steel (Epoxy Coated)	LB	40,015	\$ 2.15	\$ 86,032.25
Galvanized Fabricated Structural Carbon Steel (Misc.)	LB	1,660	\$ 6.56	\$ 10,889.60
Vertical Drain At End Bents	EA	2	\$ 5,460.00	\$ 10,920.00
Type 2 Curb Inlet (4'x4')	EA	63	\$ 5,600.00	\$ 352,800.00
Type 2 Curb Inlet (5'x4')	EA	7	\$ 6,200.00	\$ 43,400.00
Modified Type 2 Curb Inlet (4'x4')	EA	6	\$ 5,600.00	\$ 33,600.00
Modified Type 2 Curb Inlet (5'x4')	EA	1	\$ 6,200.00	\$ 6,200.00
Modified Type 2 Curb Inlet (5'x5')	EA	1	\$ 8,100.00	\$ 8,100.00
Junction Box (4'x4')	EA	3	\$ 5,600.00	\$ 16,800.00

Junction Box (7'x4')	EA	1	\$ 9,300.00	\$ 9,300.00
Storm Sewer (15") (HOPE)	LF	5,510	\$ 60.00	\$ 330,600.00
Storm Sewer (18") (HOPE)	LF	568	\$ 63.00	\$ 35,784.00
Storm Sewer (24") (HOPE)	LF	651	\$ 85.00	\$ 55,335.00
Storm Sewer (30") (HOPE)	LF	506	\$ 111.00	\$ 56,166.00
Storm Sewer (19" X 30") (EHDPE)	LF	121	\$ 170.00	\$ 20,570.00
Storm Sewer (24" X 38") (EHOPE)	LF	22	\$ 230.00	\$ 5,060.00
Storm Sewer (30") (RCP)	LF	78	\$ 180.00	\$ 14,040.00
Storm Sewer (42") (RCP)	LF	76	\$ 250.00	\$ 19,000.00
Flared End Section (15") (RCP)	EA	1	\$ 1,700.00	\$ 1,700.00
Flared End Section (18") (RCP)	EA	2	\$ 1,800.00	\$ 3,600.00
Flared End Section (24") (RCP)	EA	2	\$ 2,000.00	\$ 4,000.00
Flared End Section (30") (RCP)	EA	4	\$ 2,300.00	\$ 9,200.00
Flared End Section (42") (RCP)	EA	2	\$ 3,500.00	\$ 7,000.00
Flared End Section (24" X 38") (RCP)	EA	1	\$ 2,600.00	\$ 2,600.00
Riprap (Light Stone) (18 Inch)	SY	175	\$ 60.00	\$ 10,500.00
Riprap (Heavy Stone) (30 Inch)	SY	861	\$ 83.00	\$ 71,463.00
2" Asphalt Concrete Surface Course (Type 3)	SY	32,866	\$ 11.13	\$ 365,798.58
10" Asphalt Concrete Base Course (Type 1)	SY	27,674	\$ 42.85	\$ 1,185,830.90
7" Asphalt Concrete Base Course (Type 1)	SY	1,388	\$ 28.00	\$ 38,864.00
4" Asphalt Concrete Base Course (Type 1)	SY	9,116	\$ 21.00	\$ 191,436.00
12" PCCP Concrete Pavement	SY	26	\$ 180.00	\$ 4,680.00
4" PCCP (Median Paving) With Base Rock	SY	66	\$ 92.00	\$ 6,072.00
6" Cement Stabilization	SY	9,007	\$ 5.65	\$ 50,889.55
9" Cement Stabilization	SY	27,674	\$ 6.50	\$ 179,881.00
Curb & Gutter (Type CG-1)	LF	13,675	\$ 22.85	\$ 312,473.75
Curb & Gutter (Type CG-1) (Dry)	LF	280	\$ 39.00	\$ 10,920.00
Concrete Sidewalk (4")	SY	1,390	\$ 58.00	\$ 80,620.00
Concrete Sidewalk (6")	SY	95	\$ 93.00	\$ 8,835.00

Concrete Pavement, Driveways (6" Uniform)	SY	1,590	\$ 75.00	\$ 119,250.00
Crushed Stone (B) (4")	SY	1,312	\$ 10.00	\$ 13,120.00
Concrete Sidewalk Ramps (Including DWP)	SF	1,288	\$ 22.00	\$ 28,336.00
Bioswale Seeding	SY	426	\$ 2.00	\$ 852.00
Permanent Seeding	AC	8	\$ 2,100.00	\$ 16,800.00
Permanent Signing	LS	1	\$ 10,450.00	\$ 10,450.00
Curb Stop	EA	19	\$ 300.00	\$ 5,700.00
Permanent Pavement Marking	LS	1	\$ 10,510.00	\$ 10,510.00
Temporary Erosion Control	LS	1	\$ 25,000.00	\$ 25,000.00
SWPPP And Land Disturbance Permit	LS	1	\$ 600.00	\$ 600.00
Water Line Relocation	LF	870	\$ 85.00	\$ 73,950.00
Water Service Relocation	EA	1	\$ 2,100.00	\$ 2,100.00
Adjust Manhole (Set Price)	EA	1	\$ 1,300.00	\$ 1,300.00
Work Zone Traffic Control	LS	1	\$ 10,430.00	\$ 10,430.00
Changeable Message Board	EAWK	2	\$ 1,650.00	\$ 3,300.00
Pre-Construction Photos	LS	1	\$ 1,500.00	\$ 1,500.00
Public Relations	LS	1	\$ 25,000.00	\$ 25,000.00
Temporary Fencing	LF	1000	\$ 10.00	\$ 10,000.00
TOTAL BASE BID				\$ 5,526,424.63

Company Name VF BUILDERS

Total Base Bid for Project Number: 24-360-201

\$ 5,526,424.63

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

(\$ Five million five hundred twenty six thousand four hundred twenty four dollars ^{63/100})

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

PWSD#3 Anticipated Additional Work **R}**

Bid Items	Units	Estimated Quantities	\$/Units	Total
8" Restrained Joint, PVC, C-900	LF	480	\$ 90.00	\$ 43,200.00
8" PVC C-900	LF	7231	\$ 85.00	\$ 614,635.00
Locator Wire	LF	7911	\$ 1.00	\$ 7,911.00
Alexander Creek Crossing	LF	200	\$ 330.00	\$ 66,000.00
Connection A20	LS	1	\$ 6,000.00	\$ 6,000.00
Connection B20	LS	1	\$ 12,000.00	\$ 12,000.00
Connection C20	LS	1	\$ 14,000.00	\$ 14,000.00
Connection D20	LS	1	\$ 14,000.00	\$ 14,000.00
Connection E20	LS	1	\$ 27,000.00	\$ 27,000.00
Connection F20	LS	1	\$ 14,000.00	\$ 14,000.00
Connection G20	LS	1	\$ 1,500.00	\$ 1,500.00
Fire Hydrant	LS	14	\$ 6,800.00	\$ 95,200.00
Service Reconnection	EA	25	\$ 1,000.00	\$ 25,000.00
E Gore Road Crossing	LS	1	\$ 19,000.00	\$ 19,000.00
E 166th St. Crossing	LS	1	\$ 11,000.00	\$ 11,000.00
Sierra Dr. Crossing	LS	1	\$ 12,000.00	\$ 12,000.00
Chateau Place Crossing	LS	1	\$ 15,000.00	\$ 15,000.00
Alexander Creek Drive Crossing	LS	1	\$ 18,000.00	\$ 18,000.00
8" Gate Valve w/box	EA	4	\$ 4,000.00	\$ 16,000.00
Cut and Cap Existing Waterline	LS	2	\$ 1,500.00	\$ 3,000.00
Abandon Existing Valve	EA	12	\$ 300.00	\$ 3,600.00
Long Service Reconnection	EA	6	\$ 4,200.00	\$ 25,200.00
TOTAL ADDITIONAL WORK				\$ 1,063,246.00

Total Anticipated Additional Work:

\$ 1,063,246.⁰⁰

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

(\$ One Million Sixty three thousand two hundred forty six dollars)

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

Alternate 1:

Bid Items	Units	Estimated Quantities	\$/Units	Total
2" Asphalt Concrete Surface Course (Type 3)	SY	-7,991	\$ 10.60	\$ (84,704.60)
4" Asphalt Concrete Base Course (Type 1)	SY	-7,991	\$ 19.96	\$ (159,500.36)
6" Cement Stabilization	SY	-7,991	\$ 5.38	\$ (42,991.58)
Concrete Sidewalk (6") (Trail)	SY	7,991	\$ 60.00	\$ 479,460.00
TOTAL ALTERNATE 1				\$ 192,263.46

Total Alternate 1:

\$ 192,263.46

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

(\$ One hundred ninety two thousand two hundred sixty three dollars ⁴⁶/₁₀₀)

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

***REVISED* BID PROPOSAL FORM E – RFP 24-360-201
CONTINUED**

Company Name VF Anderson Builders

By [Signature]
Authorized Person's Signature

Vince Freeman Owner
Print or type name and title of signer

Company Address 19209 East 23rd
Street Harrisonville Missouri
64701

Phone 816-935-9852

Fax 816-817-2747

Email vfabuilders@yahoo.com

Date 2/28/24

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. 2

Addendum No. 3

Addendum No. 4

Addendum No. 5

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

Ward Road Construction
Project #24-360-201

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

Addendum No. 1 - Clarification.

1. Ward Road Construction Plans

Response: See Attached

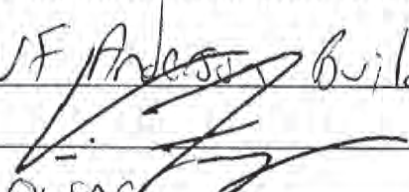
2. Ward Road Waterline Plans

Response: See Attached

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after February 2, 2024 at 5:00 p.m.

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

Company Name: VF Anderson Builders


By:  Vince Freeman

Title: Owner

Address: 19209 East 231st street

City, State, Zip: Harrisonville Missouri 64701

Date: 2/28/24 Phone: 816-935-9852

Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID

CITY OF RAYMORE

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



ADDENDUM NO. 2

Ward Road Construction
Project #24-360-201

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

Addendum No. 1 - Questions

1. Can you clarify the most recent drawings issued in Addendum #1 dated 12/14/2021 are the current drawings?

Response: The final plans were dated 12/14/2021. We then issued revision 1 (14 sheets) on 1/13/2022 to clear up some contractor questions on inlets. We also issued revision 2 (2 sheets) on 3/6/2022 to correct a printing error on the inlet table. Attached for reference.

2. Will additional Geotech information be provided?

Response: The City has no additional geotechnical data except for what is shown in the plans.

3. Is this city okay with us coring through the existing street and taking our own borings?

Response: The city would encourage potential bidders to take their own borings. The street can be cored as long as the holes are repaired at the completion of work. The City should be notified of when this work will take place.

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 February 2, 2024 at 5:00 p.m.

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

Company Name: VF Anderson Builders

By: Vince Freemyer

Title: owner

Address: 19289 East 23rd street

City, State, Zip: Harrisonville Missouri 64701

Date: 2/08/24 Phone: 816-935-9852

Signature of Bidder: [Signature]

ADDENDUM MUST BE SUBMITTED WITH BID

CITY OF RAYMORE

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



ADDENDUM NO. 3

Ward Road Construction

Project #24-360-201

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

Addendum No. 1 - Questions and Clarification

1. Clarification: Add Contract verbiage to the following sections: (1) Article IV, Contract Payments and (2) Appendix B, General Terms and Conditions, Section G, Invoicing and Payment as follows:

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

2. Question: Are there any CAD files that can be shared with bidders for this project?

Response: The CAD files will be shared with the selected contractor after the contract is awarded.

3. Question: On the permanent Striping, are ALL pavement markings to be installed with High Build Paint?

Response: Yes all road paint is to be the High Build Paint

4. Question: On the Signing, are you requiring an Anchor, Sleeve and 1¾" post?

Response: Yes, the street signs will be installed with anchor, sleeve and 1 ¾" Telspar post installed in accordance to MUTCD standards.

5. Clarification: Reference to the "Missouri Standard Specifications for Highway Construction" should be replaced with the following:

"Missouri Standard Specifications for Highway Construction" dated 2023 and effective Letting Date January 1, 2024"

6. Clarification: Add Contract verbiage to the following: Appendix A, Section 8 Measurement and Payment as follows:

Subsection **GG Temporary Fencing:** Temporary fencing shall be paid at the unit bid price per linear foot. The unit bid price for this line item shall include all labor, materials and equipment required to install and maintain fencing during the time in which the permanent fencing is not in place due to construction. The temporary fencing will be required on portions or all of tracts 3, 4 & 32. 45 days notice shall be given to each property owner prior to removal of the fencing after construction is completed. The fence must be able to contain livestock, dogs etc. Final determination of the location and approval of installation method will be at the sole discretion of the Director of Public Works,

7. Clarification: Update Bid Proposal Form E to include Temporary Fencing.

Response: *REVISED* BID PROPOSAL FORM E attached.

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after February 2, 2024 at 5:00 p.m.

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

Company Name: VF Anderson Builders

By: Vince Freeman

Title: owner

Address: 19209 East 23rd street

City, State, Zip: Harrisonville Missouri 64701

Date: 2/08/24 Phone: 816-935-9852

Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID

CITY OF RAYMORE

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



ADDENDUM NO. 4

Ward Road Construction
Project #24-360-201

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

Addendum No. 1 - Questions and Clarification

1. Question: Have the Utilities been moved?

Response: It is believed that all major utilities have been relocated, however, The City cannot confirm everything is out of the way. As a reminder, 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.

2. Question: Site Prep for waterline portion of the project

Response: Any associated costs from site preparation related to the alternate waterline bid shall be assigned to the alternate bid.

3. Question: Have residents been notified regarding the removal of trees, etc.?

Response: Yes

4. Question: Online Bidding permitted?

Response: No. Paper bids must be submitted.

5. Question: Is there a subcontracting percentage restriction?

Response: No

6. Question: What is the plan for the rain garden?

Response: The rain garden area shall be seeded with Tall Prairie for Medium Soil (60% Grass 40% Forbes). This area, as with all other areas, will not be accepted until the seed is established. Maintenance for this area will fall under the required 2 year maintenance bond. A basic maintenance plan for the first 2 years will be required at the time of installation.

7. Clarification: The bid form includes an item for 870 LF of Water Line Relocation and 1 EA Water Service Relocation. Special Provisions AA and BB indicate that this would be for PWSD No. 3. There is already a relocation plan with quantities provided for the PWSD No. 3 facilities within the project limits. Is this work part of the designed water line relocation or something else in addition to that work?

Response: The work is shown in the Ward Road Waterline Relocation plan and included within the quantities of the PWSD#3 Anticipated Additional Work bid form. Approximately 870LF of Waterline and 1 service will be relocated/replaced as part of the Base Bid, regardless of awarded work included in PWSD#3 Anticipated Additional Work. The work shall be done in accordance with Appendix B Waterline Replacement Special Provisions, Cass 3 Ward Rd Waterline Replacement.

8. Question: Could you advise if the plug valves called out on the Waterline are supposed to be Gate Valves per the below revised bid schedule for additional work?

Response: The references to plug valves in the waterline plans can be removed. The connection in these areas should follow the attached new detail in addition to the modification of these connections.

Response: PWSD #3 would also like to add a gate valve at STA 46+00 & 50+00. See Attached Revised Bid Proposal Form E.

9. Question: The Base Bid showing Curb Stops (19), waterline relocation (870LF), and Water Service Relocation (1). Could you advise where this material is located on the plans or is that included in the additional work for PWSD#3?

Response: The Curb Stops belong to the parking lot shown on sheet 60. The waterline relocation will occur at the locations in the table below. The item is rounded up to 870 for bidding purposes. The water service relocation is an extra bid item in case a service is found during the relocation of the waterline. We do not expect to have any services relocated at this time.

Start Station	Stop Station	Side	Length (ft)
180+66.27	181+23.69	Rt.	57
186+64.22	187+29.94	Rt.	87
189+27.90	190+96.72	Rt.	171
206+29.95	210+72.74	Rt.	443
227+73.78	228+75.14	Rt.	104

862

10. Question: The main bid form has two bid items for relocating water main and water service lines, however the plans don't indicate what stretch of water main that is. Do these bid items overlap bid items included in the separate bid form for the PWSD #3 water main plans? Will these two items be void if PWSD #3 decides to move forward with the full watermain project (0321052.01)?

Response: These items will not be void if the alternate bid is picked up. There is no overlap between the base bid from the alternate bid.

11. Question: The main bid form has a line item for two 36" Flared End Sections but there is not 36" storm pipe anywhere that I have found. Are these 36" Flared End Sections supposed to be 42" Flared End Sections per sheet 95 of the plans?

Response: Yes. See Attached Revised Bid Proposal Form E.

12. Question: At some point we'll need to remove the existing pavement and be working on the subgrade. Would it be possible to add a "Temporary Surfacing" bid item per ton? This would be used to provide the temporary access drive surfaces for residents affected by these operations.

Response: Maintaining access during construction shall consider subsidiary to the other bid items.

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 February 2, 2024 at 12:00 p.m.

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

Company Name: VF Andersen Builders

By: Vince Treemyer

Title: owner

Address: 19209 East 231st street

City, State, Zip: Harrisonville Missouri 64701

Date: 2/28/24 Phone: 816/935/9852

Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID

CITY OF RAYMORE

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



ADDENDUM NO. 5

Ward Road Construction
Project #24-360-201

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

Addendum No. 1 - Clarification

1. Clarification: Temporary Fencing Line item missing from Addendum 4.

Response: Updated Temporary Fencing Line Item. Attached *Revised Revised* Bid Proposal Form E.

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 February 2, 2024 at 12:00 p.m.

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

Company Name: VF ANDERSON BUILDERS

By: Vince Freemyer

Title: OWNER

Address: 19209 EAST 231ST STREET

City, State, Zip: Harassawoddell MO 64706

Date: 2-9-24 Phone: 816-935-9852

Signature of Bidder: [Handwritten Signature]

ADDENDUM MUST BE SUBMITTED WITH BID

PROPOSAL FORM A
RFP 24-360-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Vince Froemger having authority to act on behalf of (Company name) VF Anderson Builders do hereby acknowledge that (Company name) _____ 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: VF Anderson Builders

ADDRESS: 19209 East 231st Street
Street

ADDRESS: Harrisonville Missouri 64701
City State Zip

PHONE: 816-935-9852

E-MAIL: 816-812-2747

DATE: 2/08/24 _____
(Month-Day-Year) Signature of Officer/Title Owner

DATE: 2/08/24 _____
(Month-Day-Year) Signature of Officer/Title Secretary

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 24-360-201


CONTRACTOR DISCLOSURES

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

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

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

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

V.F. Anderson Builders

2/28/24

Legal Matters

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

Yes No If yes, provide details in an attachment.

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

Yes No If yes, provide details in an attachment.

Required Representations

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

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

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

VF ANDERSON BUILDERS LLC

15707 East 215th Street
Peculiar, MO 64078
Ph. 816-935-9852
Fax 816-779-7189

Reference List

Santa Fe Street Improvements City of Olathe Kansas Street Reconstruction including 4100 LF of Gravity Sewer, 3800 LF of Storm Sewer 4400 LF of Water Man, Street Lighting, and Traffic Signals \$9,518,455.00 Terese Vink 913/971/9032

Woodland Road Street Improvements City of Olathe Kansas Street Reconstruction including 4500 LF of Storm Sewer, 7500 LF of Waterline, Concrete Retaining walls, Traffic Signals and Street Lighting \$9,348,632.00 Terese Vink 913/971/9032

Ridgeview Road Improvements City of Olathe Kansas Street Reconstruction including 5340 LF of Storm Sewer, 6400 LF of Water main, Traffic Signals and Street Lighting \$7,318,744.00 Terese Vink 913/971/9032

159th and Blackbob Intersection Improvements City of Olathe Kansas Street Reconstruction including 2400 LF of Storm Sewer, 3000 LF of Water Main, Traffic Signals and Street Lights \$2,758,145.00 Terese Vink 913/971/9032

Johnson Drive Reconstruction City of Overland Park Kansas Street construction including Gravity Sewer and Storm Sewer Construction with 2500 LF of Precast Box Culvert \$7,648,564.00 Dan Miller 816/804/1230

Shawnee Kansas Nieman Middle Storm Drainage Precast Box Culvert, Sanitary Sewers and Street Reconstruction \$5,074,961.00 Cynthia Kraus 913/742/6236

Shawnee Kansas Nieman North Storm Drainage Precast Box Culvert, Sanitary Sewers and Street Reconstruction \$2,570,215.00 Cynthia Kraus 913/742/6236

Overland Park Storm Drainage Improvements Rolling Woods Precast Box Culvert \$1,856,325.00 Dan Miller 816/804/1230

2020 Overland Park Neighborhood Street Reconstruction, Storm Sewers, and Street lighting \$5,436,112.00 Becky Bonebrake 913/895/6000

2016 Overland Park CDBG Street Reconstruction, Storm Sewers, and Street lighting \$3,633,966.00 Becky Bonebrake 913/895/6000

92nd and Switzer Storm Drainage Improvements City of Overland Park including 3000 LF of Sanitary Sewer and 1800 LF of precast Box Culvert with Street Reconstruction \$5,697,640.00 Charlie Love 913/895/6000

VF ANDERSON BUILDERS LLC

15707 East 215th Street
Peculiar, MO 64078
Ph. 816-935-9852
Fax 816-779-7189

151st and Lindenwood Drainage Improvements City of Olathe Kansas including 3800 LF of Gravity Sewer, six Cell Box Culvert and Channel Improvements \$4,650,231.00 Chet Belcher 913/638/8250

Overland Park 2021 Major Storm 101st and Connell \$3,847,450.00 Ybairy Duin 913/895/6235

PROPOSAL FORM C
 RFP 24-360-201

EXPERIENCE / REFERENCES

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

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

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

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

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

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

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

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

State the number of Years in Business: _____

State the current number of personnel on staff: _____

PROPOSAL FORM D

RFP 24-360-201

Proposal of VF Anderson Builders, organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as a corporation (*)

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposes and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 24-360-201 – Ward Road Construction Project.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 1, 2, 3, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

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

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

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

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

VF Anderson Builders
[Signature] 2/08/24

E - VERIFY AFFIDAVIT

(As required by Section 285.530, RSMo)

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

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

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

KNOWINGLY: A person acts knowingly or with knowledge,

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

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

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

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

Name/Contractor: Vince Freeman

Company: VF Anderson Builders

Address: 19259 East 23rd Street Harrisonville Missouri 64701

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project # 24-360-201.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

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

VF Anderson Builders
Company Name

[Signature]
Signature

Name: Vince Frangis

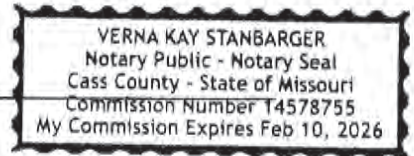
Title: owner

STATE OF Missouri COUNTY OF Cass

Subscribed and sworn to before me this 2 day of February, 2024.

Notary Public: Verna Kay Stanbarger

My Commission Expires: Feb 10 2026 Commission # _____



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

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



Company ID Number: 182707

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

Employer VF Anderson Builders

Tim S Anderson

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/21/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/21/2009

Date



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: February 26, 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 3878: Sport Court Flooring, Raymore Activity Center

STRATEGIC PLAN GOAL/STRATEGY

2.2 Create a physical environment that inspires a sense of pride in public spaces

FINANCIAL IMPACT

Award To:	Sport Court
Amount of Request/Contract:	\$84,674.28
Amount Budgeted:	\$3,702,000.00
Funding Source/Account#:	2020 GO Bond

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
May 2024	June 2024

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks and Recreation Board
Date:	February 13, 2024
Action/Vote:	Approved, 7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
Supporting Documents

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Utilizing a direct purchase through Sourcewell Government purchasing, staff recommends the purchase of the gymnasium flooring at the RAC through Sport Court Kansas City, Inc.

Sport Court gymnasium flooring is the original gym floor in the first phase of the RAC. This purchase will be an identical match and continuation of the current floor through the phase 2 expansion.

In addition to the floor, the contract includes refreshing the paint on current floor and finish work for along the baseboards to connect the expansion areas.

This item was included in the budget for the RAC Expansion, however, the flooring was not a part of the construction contract, but an allowance for purchase and installation independently within the overall project budget.

The floor is scheduled to be installed in June.

BILL 3878

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SPORT COURT KANSAS CITY, INC. FOR THE PURCHASE AND INSTALLATION OF SPORT COURT FLOORING AT THE RAYMORE ACTIVITY CENTER EXPANSION PROJECT".

WHEREAS, the Raymore Activity Center Expansion project includes a new gymnasium; and,

WHEREAS, the original gymnasium at the Raymore Activity Center is a sport court surface from Sport Court Kansas City Inc.; and,

WHEREAS, the City is able to purchase directly from Sport Court Kansas City Inc. as both parties are registered members of Sourcewell Cooperative Purchasing.

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 an agreement with Sport Court Kansas City Inc., attached as Exhibit A.

Section 2. The City Manager is 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 26TH DAY OF FEBRUARY, 2024.

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



PROJECT REGISTRATION / PURCHASE ORDER REQUEST

Date

Vendor #

Dealer

Customer Name

Sourcewell Member #

Billing Address
 Street

City
 Zip

Project Name

Tracking #
 (to be provided by Administrator)

Products/Services to be Proposed

Sourcewell Product Codes (from Price List)

Response Maple Select
2mm Rubber Underlayment
4' Black Wall Base

CSCI 306
CSCI 323
CSCI 332

Estimated Total Invoice Amount

\$

Estimated Installation/Delivery Date

Project Size (SF)

Administrative Fee

\$

Dealer P.O / Reference Number

NOTES



Nathan Musteen, CPRP
Raymore Parks & Rec
Re: Gym Floor Addition

1/7/24

Sport Court Kansas City, Inc. is pleased to submit a proposal for the installation of our Sport Court® performance flooring. The proposal for this project is turn-key and includes all items listed in detail below. This proposal shall remain open and valid for (30) days from the opening date.

Connor Sport Court International, Inc. (CSCI/Manufacturer) has offered multipurpose flooring systems since 1974. Sport Court© is the only modular floor endorsed by the NCAA®, USA Volleyball, FIBA and other top sporting organizations.

I greatly appreciate the opportunity and look forward to your favorable replay.

Regards,

Marc Loe
Sport Court Kansas City, Inc.

Sport Court Kansas City, Inc. will provide all materials, complete installation of the flooring system, application of game lines and complete maintenance instruction for the flooring system describe herein. *A site visit will be necessary to take actual field measurements once the building is dried in, to confirm floor square footage. Although unlikely, should square footage increase, a change order will be necessary so that additional flooring can be ordered.*

PRODUCT DESCRIPTION(s) and SCOPE of WORK:

INDOOR GYM FLOORING & UNDERLAYMENT

Product: Sport Court® Response HG Maple Select

System Type: Modular High Resilience Polypropylene suspended surface is a metric, solid top design measuring 9.842” x 9.842” x ½”. This product shall carry a (15) fifteen year warranty as manufactured by CSCI, Salt Lake City, Utah.

2mm Rubber Underlayment to be installed

PAINTING OF GAME LINES

1. Standard play lines per existing layout

Full Basketball/ Main Volleyball/Walking track

NOTE: Per architect drawing, pickle ball game lines have been requested. Owner acknowledges that the Maple Select product was not designed as a pickle ball specific surface and will perform differently than a traditional concrete or hardwood court.

DOOR & COURT TRANSITION(S) – 2” reducer

Cove base – 4” wall base with 2” toe (black vinyl)

SLEEVES & PLATE COVERS – n/a

DELIVERABLES

The new system shall be installed/operational within 30 days of a mutually agreed upon start date.

PRICING

Gym Size – 7,800sf +/- HG Maple Select	\$75,664
Door Transitions/Wall Base	\$ 5,850
Touch Up paint in existing gym	\$ 1,500
Estimated Project Total	\$83,014

Payment Schedule: 1/3 of total due upon signature of contract, 1/3 due upon receipt of product, 1/3 due upon completion

Accepted by: _____ Date: _____
Printed Name/Title: _____

ATTACHMENT 1

15-Year Limited Warranty

For a period of fifteen (15) years from the date of installation, Sport Court® warrants to the Original Purchaser (herein Purchaser) that Sport Court Indoor Modular Flooring (herein Flooring) are free from any defect in workmanship or material. This 15-Year Limited Warranty is subject to the Indoor Modular Flooring Warranty, Replacement or Repair of Product, Limitations and Exclusions, and Warranty Registration and Claim Procedure provisions set forth below.

Indoor Modular Flooring Warranty

Response and Defense including all High Resilience Products: During the fifteen (15) year period covered under this Indoor Modular Flooring Warranty, Sport Court through its authorized Distributors, Dealer or Sales Agent (herein Agent) will replace or repair any defective Flooring under the following schedule:

0 to 5 Years - No charge to Purchaser. 6 to 7 Years - 60% of List Price (as defined below) charge to Purchaser. 8 to 15 Years - 75% of List Price (as defined below) charge to Purchaser.

Replacement or Repair of Product

At its option, Sport Court may replace or repair any defective Flooring covered by this Warranty according to the schedule herein. List Price shall mean the prevailing retail price as of the date on which any warranty claim is filed with Sport Court. Purchaser's refusal or failure to pay their portion of any replacement costs due under this Warranty renders the Warranty void and unenforceable and relieves Sport Court and its authorized Agent of any further obligation under this Warranty.

Limitations and Exclusions

Sport Court warranties are void and unenforceable if:

- . a) Purchaser fails to maintain the Flooring in accordance with Sport Court's approved maintenance procedures or have been misused, used in other than approved applications (such as permanent installation outdoors) or damaged by accident, unreasonable use, abuse, neglect, act(s) of God, or any other cause not directly due to any defect(s) in material(s) or workmanship of the Flooring or the Tile(s);
- . b) The Flooring has been exposed to any use(s)/load(s) in excess of Sport Court's specifications that have been provided to Purchaser by Agent at the time of

installation. If the Purchaser cannot locate the specification sheet, Sport Court will provide the same upon request, or Purchaser may visit Sport Court's website at www.sportcourt.com to obtain a copy of the same; or

. c) The Flooring is improperly installed or installed on an uneven, warped, broken or inappropriate underlayment surface of less than 60 durometer hardness as to manufacturer's specifications.

Sport Court is not a joint venture with, or partner, affiliate, or representative of, any Agent, or any others, and only authorized officers of Sport Court have the authority to bind or obligate Sport Court in connection with this Warranty or in any other manner whatsoever. Except as provided herein, Sport Court does not warrant installation.

Any alteration or amendment of this Warranty without the prior written consent of Sport Court shall invalidate this Warranty in its entirety.

NO WARRANTIES, EXPRESSED OR IMPLIED, ARE MADE BEYOND THE WARRANTIES SET FORTH HEREIN. TO THE EXTENT PERMITTED BY LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO ANY FLOORING IS EXCLUDED. NEITHER SPORT COURT NOR THE AGENT SHALL BE LIABLE OR RESPONSIBLE TO THE PURCHASER FOR ANY LOST PROFITS OR WAGES, INCONVENIENCE, COMMERCIAL LOSS, INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES SUFFERED OR SUSTAINED BY THE PURCHASER.

THE MAXIMUM RESPONSIBILITY OF SPORT COURT TO THE PURCHASER UNDER THIS WARRANTY IS LIMITED TO THE TOTAL PRICE PAID BY THE PURCHASER TO SPORT COURT OR ITS AGENT FOR THE FLOORING. THE FOREGOING DAMAGE LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE PURCHASER ASSERTS ANY CLAIM FOR BREACH OF WARRANTY OR CONTRACT, STRICT LIABILITY OR TORTIOUS MISCONDUCT, AND REGARDLESS OF WHETHER SPORT COURT HAS BEEN ADVISED OF ANY POTENTIAL FOR DAMAGES TO THE PURCHASER PRIOR TO ACCRUAL OF ANY CLAIM BY, TO, OR FOR THE BENEFIT OF THE PURCHASER.

THE FOREGOING WARRANTY MAY NOT BE ASSIGNED OR TRANSFERRED BY THE PURCHASER. THE OBLIGATIONS OF SPORT COURT AND ITS AUTHORIZED AGENT UNDER THIS WARRANTY ARE EXTINGUISHED UPON THE PURCHASER'S SALE, ASSIGNMENT, TRANSFER, OR RELOCATION OF THE FLOORING FROM THE SITE WHERE THE FLOORING WAS ORIGINALLY INSTALLED BY AGENT. IF THE PURCHASER SELLS, ASSIGNS, OR TRANSFERS THE FLOORING AS A FIXTURE TO THE REAL PROPERTY UPON WHICH THE FLOORING WAS ORIGINALLY INSTALLED, SPORT COURT AND ITS AUTHORIZED AGENT SHALL HAVE NO FURTHER OBLIGATION UNDER

THIS WARRANTY TO THE PURCHASER, OR ANY ASSIGNEE, OR
TRANSFeree OF THE PURCHASER.THE FOREGOING WARRANTY SHALL BE
GOVERNED AND INTERPRETED UNDER THE INTERNAL LAWS OF THE
STATE OF UTAH WITHOUT REFERENCE TO ANY CHOICE OF LAW OR
PROVISION OF ANY OTHER STATE OR JURISDICTION.

CONTRACT PURCHASING

Member
#39522



Realize the Power and Value of Contracting Purchasing

Your organization has the opportunity to become one of over 30,000 Member agencies that has access to discount pricing from over 50 nationally acclaimed Vendors and thousands of competitively bid products. NJPA will save you time, money and duplication of the bid process. It takes only five minutes to complete a no-cost, no-obligation Membership. Get started today at www.njpacoop.org.

NATIONAL JOINT POWERS ALLIANCE

The National Joint Powers Alliance® (NJPA), is a governmental agency operating under the enabling authority outlined in Minnesota Statute 123A.21. This statute was created in 1978 and revised in 1995 to allow participating government and municipal agencies to reduce the cost of purchased goods by leveraging their combined purchasing power.

NJPA is also guided and enabled by M.S. 471.59, the "Joint Exercise of Powers" which defines the ability of two or more government agencies to enter into an agreement to contract in common through the action of each of the governing bodies, which includes the ability to enter into cooperative agreements. As such, we are a Member-owned cooperative, serving all government, education (both public and private) as well as all non-profit agencies.

NJPA establishes and provides nationally leveraged and competitively solicited purchasing contracts in cooperation with the Uniform Municipal Contracting Law, M.S. 471.345 Subd. 15.

Mike Hajek
Director of Contracts & Marketing
mike.hajek@njpacoop.org
218-894-5477



Service is Our Standard

At the National Joint Powers Alliance, we are driven to provide efficient public service through our National Cooperative Purchasing Programs. Our common needs and the desire to serve your agency will lead our efforts as we face the challenges of purchasing in the future.

OUR COMMITMENT

National Joint Powers Alliance is committed to serving you, the Member through a continuous effort to meet your present and future needs. Our goals include working to solve your purchasing concerns in a measurable, cost effective manner. We will research the industry with regard to our Members' common needs and as a result, we will deliver to you the opportunity to purchase through nationally leveraged contracts offering the very best products and services at the lowest possible price. We are only able to do this as we work together, developing partnerships to create a unified purchasing alliance.

OUR PURPOSE

The general purpose of NJPA is to create and host a national municipal association's purchasing alliance. Our goal is to provide our Members with requested programs and services created, coordinated and delivered through a cooperative effort between all participating Members. NJPA is a national organization that creates a business and service relationship alliance between buyers and suppliers. Participation is offered to legislatively qualified agencies nationally. Member agencies must still interpret their own purchasing laws and recognize NJPA as having satisfied their own competitive bidding requirements.



Duff Erholtz

Manager of Membership Services
duff.erholtz@njpacoop.org
218-894-5490

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ENABLING LEGISLATION

Contracting Authority

The following summary is a highlighted explanation of the enabling legislation referenced by and guiding NJPA. The plain language of the statutes, from our perspective, allows NJPA very clear authority to serve current and future Members through cooperative efforts.

NJPA ENABLING LEGISLATION

- **Minnesota Statute 471.345: Municipal Contracting Law**
NJPA claims organizational status as a "Municipal Agency" under the authority of this definition and reference of 123A.21 Subd. 9 (d-e) Subd. 15 which defines "Cooperative Purchasing" abilities.
- **M.S. 471.345 Subd. 1: Municipality Defined**
For purposes of this section, "municipality" means a county, town, city, school district or other municipal corporation or political subdivision of the state authorized by law to enter into contracts.
- **M.S. 471.345 Subd. 15: Cooperative Purchasing**
Our national association, the "National Joint Powers Alliance®" (NJPA), takes its name from this statute. A municipality may contract for the purchase of supplies, materials, or equipment without regard to the competitive bidding requirements of this section if the purchase is through a national municipal association's purchasing alliance or cooperative created by a Joint Powers Agreement that purchases items from more than one source on the basis of competitive bids or quotations.

MINNESOTA STATUTE 471.59: JOINT EXERCISE OF POWERS

Make note of Subd. 1 which defines the ability of two governmental agencies to enter into an agreement to contract in common through the action of each of the governing bodies. Subd. 10 expands on the ability to enter into cooperative agreements.

- **M.S. 471.59 Subd. 1: Agreement**
Two or more governmental units, by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised. The agreement may provide for the exercise of such powers by one or more of the participating governmental units on behalf of the other participating units. The term "governmental unit" as used in this section includes every city, county, town, school district, other political subdivision of this or another state, another state, the University of Minnesota, and any agency of the state of Minnesota or the United States, and includes any instrumentality of a governmental unit. For the purpose of this section, an instrumentality of a governmental unit means an instrumentality having independent policy making and appropriating authority
- **M.S. 471.59 Subd. 10: Services Performed by Governmental Units; Commonality of Powers**
Notwithstanding the provisions of Subd. 1 requiring commonality of powers between parties to any agreement, the governing body of any governmental unit as defined in Subd. 1, may enter into agreements with any other governmental unit to perform on behalf of that unit any service or function which the governmental unit providing the service or function is authorized to provide for itself

THE "JOINT EXERCISE OF POWERS" AGREEMENT

The Joint Exercise of Powers Agreement with NJPA provides access to NJPA and its contracts. This allows NJPA to access the Member participating agencies' contracts as well. The Joint Powers Agreement may not be necessary if the participating agencies' state law allows for state-to-state "piggy backing" on legal state contracts. All NJPA contracts are legal state contracts as NJPA operates under Minnesota legislative authority to provide cooperative purchasing services to participating Members. The Joint Exercise of Powers offers a legal link between NJPA and its Member agencies as contracts are accessed. NJPA bids and awards contracts in full compliance with Minnesota Municipal Contracting law, M.S. 471.345.

Our Foundation

MINNESOTA STATUTE 123A.21: SERVICE COOPERATIVES

This is the statute under which our cooperative was created. Our previous name was the North Central Service Cooperative (NCSC) and we are now doing business as the National Joint Powers Alliance® (NJPA).

- **M.S. 123A.21 Subd. 2** defines that the purpose of a service cooperative is to "assist in meeting specific needs of clients."
- **M.S. 123A.21 Subd. 3: Membership and Participation**
Full Membership with a service cooperative shall be limited to public school districts, cities, counties and other governmental units as defined in section 471.59 and NJPA's Bylaws and Policies. Governmental units are not required to join NJPA as Full Members, but they must sign on as NJPA Participating Members to access our contracts and to validate their purchases. Many local policies require Membership to legally access contracts held by other agencies. NJPA provides a Participating Membership and Joint Powers Agreement at no cost. When a board signs a Joint Powers Agreement it qualifies that board to serve on the NJPA Joint Powers Advisory Board. The Participating Membership and Joint Powers Agreements both establish a legal paper trail between NJPA and the Member as contracts are accessed.
- **M.S. 123A.21 Subd. 5(g)** shows that the powers of the board of directors of a service cooperative are written very broadly to grant extensive authority. This statute states "The board of directors shall have authority to maintain and operate a service cooperative." More specifically, "The service cooperative board of directors may enter into contracts with other public and private agencies and institutions to provide administrative staff and other personnel as necessary to furnish and support the agreed-upon programs and services."
- **M.S. 123A.21 Subd. 7** describes the ability and directive to provide cooperative purchasing services. This statute specifically calls for the board to support programs and services that support and allow for cooperative purchasing.
- **M.S. 123A.21 Subd. 9(d,e): Service Cooperative Defined**
Subd. 9 defines the Service Cooperative (SC) under (d) the SC is a public corporation and agency and its board of directors may make application for, accept, and expend private, state and federal funds that are available for programs of the Members. (e) The SC is a public corporation and agency and as such, no earnings or interest of the SC may incur to the benefit of an individual or private entity.

Frequently Asked Questions

Q. WHO IS NJPA?

A. The National Joint Powers Alliance®, referred to as NJPA, is a Municipal Contracting agency operating under the legislative authority of Minnesota Statute 123A.21. This statute was created in 1978 and revised in 1995 to allow participating municipal agencies to reduce the cost of procurement by leveraging the benefits of contract purchasing. NJPA serves all education, government and non-profits agencies nationally.

Q. WHAT IS THE ORGANIZATIONAL STATUS OF NJPA?

A. NJPA employees are public employees. All employees are required to pay into Public Employment Retirement Association (PERA) through payroll deduction. One level of comfort for Members is that NJPA employees have the same employment status as NJPA municipal Members.

Q. HOW IS NJPA GOVERNED?

A. NJPA is governed by the NJPA Board of Directors. The eight-member board is comprised of governing officials; including school board, city council or county commissioners.

Q. HOW MUCH DOES IT COST TO PARTICIPATE IN NJPA?

A. There is no cost, obligation or liability to join or participate in NJPA contracts.

Q. HOW IS NJPA FUNDED?

A. NJPA is funded by a Vendor contract administrative fee. The fee is paid by the Vendor and not passed on to the NJPA Member. The fee covers the costs of contract marketing and facilitation, and it offsets operating expenses incurred by NJPA. NJPA does not receive state or federal aid, nor do we have taxing or levying authority. Therefore, we are a governmental agency, entirely entrepreneurial and functioning much like a self-supporting business. NJPA also shares these fees with other partner cooperatives or associations as they demonstrate the desire and ability to help facilitate and market available NJPA contracts.

Q. HOW CAN WE JOIN AND PARTICIPATE IN NJPA AND ITS CONTRACTS AND SERVICES?

A. The NJPA Bylaws, Article II, Subd. C describes our Membership and participation. Full voting Memberships are limited to the school districts, cities, counties and other governmental units defined in M.S. 471.59 and as established annually by the NJPA Board of Directors. Non-voting Memberships, what we call "Participating Memberships," are available to all other partnership agencies or organizations that go online to www.njpacoop.org, click on the JOIN button and submit the required information. All Members are required to sign a Participating Membership agreement. These organizations are eligible to nominate their governing board members to serve on the NJPA Board. They also become responsible for any liabilities NJPA may incur. Participating Memberships are at no cost and carry no organizational liability.

Q. DOES NJPA HAVE A PROFESSIONAL PUBLIC PURCHASING BOARD OF ADVISORS?

A. Yes. At this point all current Participating Members are a part of our Board of Advisors. NJPA also has two Member Advisory Committees: one that specializes in the fleet industry and the primary advisory that represents procurement professionals from all of our Member verticals.

Q. CAN AGENCIES OTHER THAN GOVERNMENT AND EDUCATION USE THE PROGRAM?

A. Yes, under M.S. 123A.21, all non-profit agencies may participate.

Q. WHAT SPECIFIC STATUTE GIVES MY AGENCY THE AUTHORITY TO PARTICIPATE?

A. Minnesota Statute 471.59 Joint Exercise of Powers Law and our enabling legislation, as described on page 4.

Frequently Asked Questions

Q. WHAT ARE THE ADVANTAGES OF BEING A MEMBER OF NJPA?

- A.
- Membership establishes a legal paper trail between NJPA and the Member, justifying contract access.
 - Access to competitively bid contracts, procured by a municipal contracting agency that your agency is a part of.
Because our Membership is a Joint Powers Agreement, your municipality is an owner as well as a Member of NJPA. You actually become a represented participant in the bidding process.
 - Considerable time and resource savings for participating Members.
 - Nationally leveraged and aggregated pricing and services.
 - Nationally acclaimed and recognized vendors.
 - Broad range of high-quality products and services.
 - Contracts solicited, awarded and monitored by a municipal agency and governed by a publicly elected board of directors.
NJPA also conducts an annual, independent audit as a municipal contracting agency. The annual audit is submitted to the State of Minnesota as required by state law.

Q. AS NJPA MEMBERS, ARE WE STILL ABLE TO BUY FROM OTHER CONTRACTS?

- A. Yes, all NJPA contracts are non-exclusive and are contracts of choice by our Members.

Q. CAN MY PUBLIC AGENCY USE NJPA CONTRACTS WITHOUT GOING OUT FOR SOLICITATION?

- A. Yes, in most states. All NJPA bid contracts have been competitively solicited nationally, reviewed and awarded by the NJPA Board of Directors in accordance with Minnesota public purchasing rules and regulations under the Municipal Contracting Laws, M.S. 471.345. Each solicitation and RFP contains language which includes all qualified customers in all fifty states. The RFP advises all responders that they must apply to all qualified customers in all fifty states and in some cases the provinces and territories of Canada. All RFP respondents understand that these contracts shall be used by member governmental, educational and non profit agencies throughout the United States.

Q. WHAT IS A JOINT EXERCISE OF POWERS OR COOPERATIVE PROCUREMENT AUTHORITY?

- A. State Joint Powers Statutes generally allow for one government agency to purchase using contracts competitively solicited by another government agency. This, of course, would require the consent of all parties, including the supplier. NJPA's contracts are established to meet both the competitive solicitation and consent requirements. Generally, a public or municipal agency may participate in, conduct or administer a cooperative procurement agreement with one or more other governmental units for the purpose of meeting requirements to increase efficiency or reduce administrative expenses. A cooperative agreement also allows for the purchase of supplies, materials, equipment or services by qualified agencies so as not to repeat or duplicate the competitive bidding requirements necessary for a governmental agency purchase.

The term "Governmental Unit" as used here usually includes every city, county, town, school district or other political subdivision of this or another state; the state university; any agency of the state or of the United States, and any instrumentality of a governmental unit. In some states, this power is not passed on to specific municipal agencies. These agreements are known as Joint Powers Agreements, Membership Agreements, Participation Agreements and sometimes Intergovernmental or Interlocal Agreements.

Q. HOW CAN I OBTAIN COPIES OF THE LEGAL DOCUMENTATION ASSOCIATED WITH EACH CONTRACT?

- A. As a municipal agency, NJPA is required to provide full disclosure of all procurement documents and files. Procurement files are electronically available at www.njpacoop.org or in hard copy at our office during normal NJPA business hours.

Q. WHAT ARE THE PARTS OF AN AWARDED NJPA PURCHASING CONTRACT?

- A. NJPA contracts are made up of the terms and conditions of the RFP, submitted and accepted pricing and discount schedule and the Acceptance Award document signed by the NJPA board and awarded vendor.

Frequently Asked Questions

Q. WHAT IS THE SOLICITATION AND REQUEST FOR PROPOSAL (RFP) PROCESS?

- A. NJPA conducts a thorough 10-step process, described in full on pages 9 and 10 of this document, that includes:
- 1) Researching Member Needs.
 - 2) Researching the Market for Solutions.
 - 3) Drafting and Advertising an RFP.
 - 4) Receiving Bidders' Responses.
 - 5) Evaluating Bidders' Responses.
 - 6) Making Recommendations to the NJPA Board.
 - 7) Awarding Vendor(s).
 - 8) Posting Approved Contract Documents.
 - 9) Developing and Implementing a Joint Marketing Plan with Awarded Vendors.
 - 10) Reviewing and Maintaining our Contract throughout Its Term.

Q. WHAT IS THE FIRST STEP FOR AN INTERESTED AGENCY TO PARTICIPATE?

- A. Qualifying agencies must register for Membership and may join in a matter of minutes. Visit www.njpacoop.org and apply online; download and complete a hard copy, or call 888-894-1930 to receive your application by mail.

Q. HOW DOES THE PURCHASE PROCESS FLOW?

- A. After Membership has been established, the Member selects the contract of choice from our purchasing catalog and contacts the Vendor directly for specific product, service, ordering and delivery information. Billing is executed by the servicing Vendor or manufacturer. NJPA monitors contract compliance by the Vendor to ensure a high level of service, quality of goods and general customer satisfaction as expressed by the Member. Prior to executing the purchase order, it would be the Member's responsibility to review and accept the general terms and conditions of the specific RFP of interest and at that point, execute the purchase order directly with the awarded Vendor. Your Membership allows the NJPA Board of Directors and NJPA staff to facilitate the bid and procurement responsibilities on your behalf.

Q. WHAT ABOUT CUSTOMER SATISFACTION AND ASSURANCE?

- A. NJPA requires "manufacturer product and service responsibility". This eliminates the transferring of blame in the event the customer is not satisfied. Responding manufacturers accept this responsibility and, in extreme cases, NJPA would be involved in specific communications to ensure the customer is satisfied with the complete process of procurement and contract compliance. NJPA contracts are four-year terms, reviewed annually for compliance. This level of assurance and review will give Members the leverage necessary to insure the highest level of products and service.

Q. HOW DO I BECOME AN AUTHORIZED SUPPLIER OF NJPA?

- A. NJPA encourages all national Vendors to respond to the NJPA RFP solicitations. Our bids are solicited, advertised and posted on www.njpacoop.org (our website), www.noticetobidders.com and in the Minneapolis Star Tribune.

Q. HOW DO I GET MORE INFORMATION ABOUT NJPA?

- A. Visit our web site at www.njpacoop.org or contact any of our Vendors listed in our purchasing catalog. You also may contact us directly at 888-894-1930 or:

Mike Hajek, Director of Contracts & Marketing
mike.hajek@njpacoop.org • 218-894-5477

Duff Erholtz, Manager of Membership Services
duff.erholtz@njpacoop.org • 218-894-5490

PROCUREMENT PROCESS

Our 10-Step Procurement Process:

It is the desire of NJPA to meet our Members' procurement requirements, but it is ultimately our Members' responsibility to interpret local purchasing laws to determine their own ability to access and participate with NJPA contracts. Our Request for Proposal (RFP) process is continuously being refined to meet the changing needs of our Members. The desired result is a national, competitively bid procurement and contract process that is not only valued by Members, but meets or exceeds local requirements—offering exceptional products and services from nationally acclaimed Vendors.

1) RESEARCHING MEMBER NEEDS

Carried out at numerous national trade shows, we take the opportunity to not only display our current offerings, but also listen to our Members' needs in an effort to refine our current product and service offerings.

2) RESEARCHING THE MARKET FOR SOLUTIONS

Constant research helps us develop the best approach for each offering. Some industries lend themselves to an invitation for a manufacturer's response because a single manufacturer provides a complete industry solution through a number of authorized dealers. Other industries lend themselves to an invitation for a distributor response because individual distributors provide complete industry solutions as representative for a large number of manufacturers.

3) DRAFTING AND ADVERTISING AN RFP

This involves updating our largest, single document to meet the needs and requirements of our Members through the RFP scope, goal, intent and specifications for procurement of products and equipment. NJPA reserves the right to offer, invite and conduct a pre-bid meeting to educate potential responders and answer any questions and concerns surrounding the upcoming RFP. Questions that arise are received and addressed as defined within the general terms of the RFP.

NJPA advertises each RFP for two consecutive weeks in the Minneapolis Star Tribune (print and web), on www.njpacoop.org, www.noticetobidders.com, and locally as-needed to satisfy procurement guidelines (e.g., Hawaii and Oregon). NJPA also posts bids on appropriate third party solicitation websites. NJPA desires to invite as many providers of products and equipment as possible; however, our postings require responders to meet stringent business practices, so not all providers have the ability or desire to respond. As a result, NJPA Members work with companies that demonstrate the highest level of service and delivery of products, equipment and services, as well as the best overall value at the lowest possible contract price.

4) RECEIVING BIDDERS' RESPONSES

Bids are opened at a public ceremony specified in the RFP.

5) EVALUATING BIDDERS' RESPONSES

Evaluation begins at the bid opening by determining the "Responsiveness" of each bid. "Level One Responsiveness" includes:

- Timely submission.
- Properly tabbed and organized bid.
- Electronic as well as physical copies of their submission.
- Original signatures on appropriate documents.
- Bid bond/bid security all properly submitted.

The evaluation process continues with "Level Two Responsiveness", or the evaluation of the bid response by the Bid Evaluation Committee according to the procedures and parameters set by the RFP. Our typical RFP invites the widest possible variety of products and services within the scope of a bid. Our intention is to create a contract that provides the widest possible array of utility to the widest possible array of NJPA Members. We also specifically invite bidders to define their products and services not only by industry standard terms, but also in terms of the latest technological advances and its applicability and utility to our Members.

PROCUREMENT PROCESS

Evaluating bidders' responses, continued:

The perceived procurement value of a bid to NJPA and its Members, in the opinion of NJPA, includes but is not limited to:

- Conforming to RFP's intent, scope and specifications;
- Competitive pricing strategies;
- Ability to sell and service NJPA Members nationally;
- Financial strength, experience and success in the industry/marketplace;
- References from past customers and prior experience with NJPA;
- A clear, concise, aggressive and effective marketing plan;
- Value added related products, services and technological advances;
- Financing options and detailed payment terms;
- Warranty and product and service responsibility; and
- Identifying the depth, breadth and quality of products and service offerings.

Additional consideration is given to bidder's who demonstrate "Green" and Disadvantaged Business Enterprise and the ability sell and service Canada and other International provinces.

The final evaluation is conducted using the "Bid Evaluation" form defined in the RFP. This form establishes a weighted scoring method and also provides for an optional "Cost Comparison." This point-based system is used as a part of the final scoring and awarded Vendor determination.

6) MAKING RECOMMENDATIONS TO THE NJPA BOARD

The recommendations of the Bid Review Committee are presented to the NJPA Board of Directors for final review and possible award. The NJPA Board has the final authority to issue or deny a procurement contract.

7) AWARDING VENDOR(S)

Upon approval by the NJPA Board, the recommended Vendor is awarded a four-year contract with NJPA, subject to annual renewals. The Contract Manager and/or the Director of Contracts and Marketing welcome the new vendor to NJPA.

8) POSTING APPROVED CONTRACT DOCUMENTS

A complete procurement file is organized and posted on our website, offering the applicable evaluation, contract and solicitation documents where they can be reviewed by our Members.

9) DEVELOPING AND IMPLEMENTING A JOINT MARKETING PLAN WITH AWARDED VENDORS

NJPA works with both the Vendor and Member to educate people about the benefits and uses of an awarded contract. We work with the awarded Vendor(s) to educate and energize their sales and service teams.

We advertise our awarded contracts in selected national publications, produce a full-color, hard copy "Contract Directory" and maintain a website offering of the contract opportunities. NJPA exhibits with Vendor Partners, in numerous national trade shows and provide break-out meetings presenting information at those trade shows on contract purchasing and cooperative opportunities available through NJPA.

10) REVIEWING AND MAINTAINING OUR CONTRACT THROUGHOUT ITS TERM

Contracts are reviewed annually for their effectiveness. NJPA contracts are written with four-year terms and subject to annual renewals based on those reviews. As a result, NJPA provides a simple, structured, well-documented procurement contract in an effort to create a seamless process for all of its Member procurement needs. It is important to stress that NJPA does not eliminate Member responsibility for following the bid process, but rather, provides a nationally pre-competed option, so as not to duplicate the formal bid process.

It's Simply the Best Way to Get Started

Copy this form, or join online: www.njpacoop.org and select "join."



Official

CERTIFICATE OF MEMBERSHIP

City of Raymore
Member # 39522

This certificate entitles the entity named above the opportunity to purchasing off of national competitively bid contracts. The entity will:

- ✓ Save time by using pre-bid contracts.
- ✓ Save money by leveraged volume pricing.
- ✓ Obtain quality products from nationally acclaimed vendors.



Duff Erholtz

Duff Erholtz, National Sales Manager

Creating an Alliance Between Buyers and Suppliers

June 6, 2018

The National Joint Powers Alliance (NJPA) will formally be known as Sourcewell beginning June 6, 2018.

The NJPA Board of Directors on May 15, 2018 voted to approve changing the organization's name to Sourcewell. Documentation has been formally submitted for Sourcewell to be registered and trademarked, both federally and in Minnesota, with the appropriate agencies.

Sourcewell has worked intentionally to mitigate the implications of this change to current and potential members, currently awarded vendors, and other existing partners. After June 6th, 2018, Sourcewell will maintain and continue to recognize the National Joint Powers Alliance name. Membership agreements, contracts, and agreements entered into with the National Joint Powers Alliance will remain valid and continue in effect without impact. This will ensure contractual continuity and safeguard any disruptions to engagement with Sourcewell. This includes membership, use of cooperative purchasing contracts, or other contractual engagements.

Sincerely,



Marcus Miller

General Counsel and Director of Government Relations

**STATE OF MINNESOTA
COUNTY OF TODD**

**RESOLUTION ESTABLISHING CORPORATE AND AGENCY NAME FOR REGION 5 SERVICE
COOPERATIVE AS SOURCEWELL (F/K/A National Joint Powers Alliance)**

Resolution No. 2018-07

WHEREAS, the Board of Directors previously authorized and directed staff undertake all actions necessary and sufficient to “rebrand” Region 5 Service Cooperative; and

WHEREAS, after careful study and consideration, the name Sourcewell was chosen as the legal, organizational, and agency name for Region 5 Service Cooperative; and

WHEREAS, the organizational bylaws were duly adopted, ratified and approved and became effective as of the May 2018 Board of Directors meeting; and

WHEREAS, Article 1, Section 1 of said bylaws establishes Sourcewell as the legal organizational name for Region 5 Service Cooperative; and

WHEREAS, Minnesota Statutes, § 123A.21 provides that the “care, management, and control” of Region 5 Service Cooperative is vested in its Board of Directors, including the power and authority to establish the legal name of the organization.

NOW THEREFORE BE IT RESOLVED by the Board of Directors as follows:

1. The name National Joint Powers Alliance is replaced and the legal, organizational, and agency name of Region 5 Service Cooperative is Sourcewell.
2. The official and effective date of this change is June 6, 2018.
3. All prior contracts and other legal obligations established or incurred under the name National Joint Powers Alliance remain in full force and effect.
4. All contracts or other legal obligations undertaken on and after June 6, 2018 shall be executed and performed in the name Sourcewell.
5. This Resolution is effective upon signature and shall henceforth serve as sufficient and official proof and evidence of the legal, organizational and agency name for Region 5 Service Cooperative.

6. The Executive Director, or his designee, is authorized and directed to provide copies of this resolution to third parties as requested or required and to affix the same to legal documents when necessary.



Chairperson, Sourcewell Board of Directors

ATTEST:


Clerk to the Board of Directors

New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: March 11, 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 3882: Award of Contract - Park Trail Replacement

STRATEGIC PLAN GOAL/STRATEGY

Goal 2.2.3 Value and protect natural resources and green spaces

FINANCIAL IMPACT

Award To:	Wil-Pav, Inc.
Amount of Request/Contract:	\$915,453.54
Amount Budgeted:	\$3,085,068.00
Funding Source/Account#:	2024 Special Obligation Fund

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
Spring 2024	Fall 2024

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

EH

BACKGROUND / JUSTIFICATION

The trail replacement project is funded by Special Obligation Bonds approved by the City Council. The Debt Service will be funded from Parks/Stormwater Sales Tax as well as Capital Improvement Sales Tax over a period of 15 years.

This contract is for the first phase of the project and includes the replacement of the loop trail and various trail segments in Recreation Park and the removal, redesign, and installation of the Arboretum Trail at Memorial Park. The trails will be replaced with 10 foot wide concrete. Portions of trail within the parks that were constructed after 2018 will not be replaced.

Bids were received for the Park Trail Replacement project on February 22, 2024, as follows:

Bidder	Total
Wil-Pav, Inc.	\$ 915,453.54
Freeman Concrete	\$1,099,000.50
Gunter Construction	\$1,238,785.00
Terry Snelling Construction	\$1,257,096.53
Amino Bros.	\$1,257,455.00
MegaKC	\$1,272,000.00
Precision Construction	\$1,302,868.10
Primetime Contracting	\$1,436,956.00
Infrastructure Solutions	\$1,626,849.00

Wil-Pav, Inc. is the lowest and best bidder in the amount of \$915,453.54.

BILL 3882

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WIL-PAV, INC. FOR THE PARK TRAIL REPLACEMENT PROJECT, CITY PROJECT NUMBER 24-449-201, IN THE AMOUNT OF \$915,453.54 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS; AND AUTHORIZING THE MAYOR TO DECLARE THIS AS AN EMERGENCY."

WHEREAS, the City Council has authorized this project to be funded by the 2024 Special Obligation Bond; and,

WHEREAS, bids for this project were received on February 22, 2024; and,

WHEREAS, Wil-Pav, Inc. has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is directed to enter into a contract in the amount of \$915,453.54 with Wil-Pav, Inc. for the Park Trail 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.

Section 5. Emergency Reading. In order to assure timely completion of this project, the Mayor hereby authorizes the passage of this Ordinance as an emergency.

DULY READ THE FIRST TIME THIS 11TH DAY OF MARCH, 2024.

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





Memorial Park Trail

General Layout





CITY OF RAYMORE
CONTRACT FOR SERVICES

Park Trails Replacement

This Contract for the Park Trails Replacement Project, hereafter referred to as the **Contract** is made this 11th day of March, 2024, between Wil-Pav, Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 12900 E Kentucky Road, Sugar Creek, MO 64050, 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 March 11, 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 24-449-201 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 **120** 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 \$915,453.54.

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

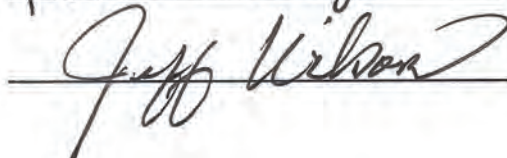
Attest: _____
Erica Hill, City Clerk

(SEAL)

WIL-PAV, INC.

By:  _____

Title: Project Manager

Attest:  _____

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Park Trails Replacement

SCOPE OF SERVICES:

This project consists of trail removal and replacement in two separate parks.

- Memorial Park
 - Removing 2056 square yards of 4" to 6" thick, existing asphalt trail that is 5' wide.
 - Constructing 3250 linear feet of 6" thick, 10' wide concrete trail.
- Recreation Park
 - Removing 7083 square yards of 6" thick, existing asphalt trail that is 8' wide
 - Constructing 8000 linear feet of 6" thick, 10' wide concrete trail.
- Aerial photos included in RFP give the general layout of the proposed trail. The final layout for the memorial park trail will be completed in the field by the contractor and must be approved by The City of Raymore.
- Restoration by seed and mulch

1. **SPECIFICATIONS WHICH APPLY**

The performance of the work, the materials required, the basis of measurement and the basis for payment for the various portions of the work shall be in accordance with the appropriate sections of the Kansas City Metropolitan Chapter of the American Public Works Association "Standard Specifications and Design Criteria" current edition, except as modified or added to by these Special Provisions, and the current contract document entitled "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri" October 2001 and all subsequent revisions.

2. **PROJECT AWARD**

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

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

3. PROJECT COMPLETION AND SCHEDULE

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

General Conditions, Section 17.02 of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri" October 2001 shall be amended to include the following:

Contractor shall complete work within 120 calendar days of execution of the Notice to Proceed.

4. ENGINEER

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

5. GENERAL CONDITIONS

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

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

6. MEASUREMENT AND PAYMENT

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

Special Conditions:

- A. 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.

- B. Surveying:** Surveying shall be considered a lump sum item for payment. The lump sum shall be considered to include all costs to establish controls to complete the project. Any re-staking is the responsibility of the contractor. Surveying must all be performed to verify that the new trails drain appropriately.
- C. SWPPP and Land Disturbance Permit:** SWPPP and Land Disturbance Permit shall be considered a lump sum item for payment. The line item shall cover all preparation, costs, paperwork and effort required to prepare a SWPPP and obtain a State Land Disturbance Permit. The contractor shall be responsible for all inspections required by the SWPPP. Any other permits required are subsidiary to this line item. There is no cost for any City-required permits.
- D. Existing Trail Removal:** The unit price named in the bid shall be for the Square Yard(SY) 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. All backfill and associated work to bring areas back to the correct elevations shall be considered subsidiary to this bid item. Seeding shall fall under "site restoration/hydroseeding".
- E. 6" Thick, 10' Wide, Concrete Trail:** 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. **All concrete that is damaged during the curing process will need to be removed and replaced. 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 and grass areas that are damaged by construction vehicles/operations. Concrete shall be tested for slump, air content and compressive strength every 100 Cu. Yds. or every other day. Four cylinders per test will be required. Testing & restoration shall be subsidiary to this bid item. Sidewalk closed and other appropriate signage will be required during construction. Any trail sections that are removed must be replaced within 72 hours of removal.
- 1. Joints, Expansion Joints, Dowels & Finish: Joints shall be saw cut every 10' at a depth of 1/4 the total thickness of the slab (1 1/2" for 6" concrete) within 24 hours of the concrete being placed. The contractor shall use three #5 smooth dowels & 3/4 inch, non-expanding/extruding, expansion joint material when connecting into existing concrete or every 300'. See the City's Technical*

Specifications for additional information regarding expansion joints and dowels. The concrete shall have a perpendicular broom finish and no "picture frame".

F. 4" Thick, 5' Wide Concrete Sidewalk: The unit price named in the bid shall be for the Square Foot (SF) of **4" 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 **4" 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. All damage to areas that are damaged during the installation shall be repaired back to pre construction condition prior to acceptance.

1. *Joints, Expansion Joints, Dowels & Finish: Joints shall be saw cut every 10' at a depth of 1/4 the total thickness of the slab (1" for 4" concrete) within 24 hours of the concrete being placed.* The contractor shall use three #5 smooth dowels & 3/4 inch, non-expanding, expansion joint material when connecting into existing concrete or every 300'. See the City's Technical Specifications for additional information regarding expansion joints and dowels. The concrete shall have a perpendicular broom finish and no "picture frame".

G. Construction Entrance: The unit bid price shall include all equipment, labor and materials to construct, maintain and remove gravel/rock construction entrances. Post removal, the area where the construction entrances were located will be restored to equal or better condition than prior to construction. Construction Entrances must be installed per APWA specifications.

H. Site Restoration: Site grading shall be considered subsidiary to the trail replacement bid items. This item is to only include top dressing and seed/mulch. The contractor shall follow APWA specifications section 2400 for Type A seed. Topsoil shall be used as fill material. Topsoil shall be defined as: fertile, friable and loamy soil of uniform quality, without admixture of subsoil material, and shall be free from material such as hard clods, stiff clay, hardpan, partially disintegrated stone, pebbles larger than one inch in diameter, and other impurities. Topsoil shall be relatively free from grass, roots, weeds, and other objectionable plant material or vegetative debris undesirable or harmful to plant life or which will prevent the formation of suitable seedbed. **Acceptance of this project and**

release of final payment will not occur until vegetation is established.

7. ADDITIONAL INFORMATION

7.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
24-449-201

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 March, 2024.

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 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 24-449-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: Wil-PAU, INC.

ADDRESS: 12900 E Kentucky Rd
Street

ADDRESS: Sugar Creek MO 64050
City State Zip

PHONE: 816-836-1786

E-MAIL: DAN@WILPAU.COM

DATE: 02-21-2024
(Month-Day-Year) Daniel Ward - Project Manager
Signature of Officer/Title

DATE: 02/21/2024
(Month-Day-Year) Ellen K. Wilson Corp Sec
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 24-449-201

CONTRACTOR DISCLOSURES

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

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

Legal Matters

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

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

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

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

Required Representations

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

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

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

PROPOSAL FORM C
 RFP 24-449-201

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	BREIT Construction
ADDRESS	310 S CO Rd J Raymore MO 64083
CONTACT PERSON	Andy Breit
CONTACT EMAIL	Andy.Breit@BREITCONSTRUCTIONLLC.COM
TELEPHONE NUMBER	913-486-8008
PROJECT, AMOUNT AND DATE COMPLETED	Various projects - Currently 65% comp. Johnston Drive

COMPANY NAME	David E Ross Construction
ADDRESS	10201 E 75th St. Raytown, MO. 64138
CONTACT PERSON	Matt Gustin
CONTACT EMAIL	Mgustin@derossconstruction.com
TELEPHONE NUMBER	816-737-2953
PROJECT, AMOUNT AND DATE COMPLETED	Various projects - None currently

COMPANY NAME	NABholz Construction
ADDRESS	17300 W 116th St Lenexa KS 66219
CONTACT PERSON	THOMAS GOERKE
CONTACT EMAIL	THOMAS.GOERKE@NABHOLZ.COM
TELEPHONE NUMBER	913-368-0354
PROJECT, AMOUNT AND DATE COMPLETED	FROSAGE School district Aug 23 Apx 4 million

COMPANY NAME	GRAIN VALLEY Schools
ADDRESS	101 NW Sni-A-BAR Parkway G.V. MO 64029
CONTACT PERSON	Josh Jefson
CONTACT EMAIL	JJefson@GURS.NET
TELEPHONE NUMBER	816-682-2383
PROJECT, AMOUNT AND DATE COMPLETED	VARIOUS Projects - 2023 Asphalt Complete 50k

COMPANY NAME	Ward Development
ADDRESS	1120 NW Eagles Ridge Blvd GrainValley MO 64029
CONTACT PERSON	CLAYTON WARD
CONTACT EMAIL	Clayton@Ea.Fet/mini-storage.com
TELEPHONE NUMBER	816-786-0028
PROJECT, AMOUNT AND DATE COMPLETED	THE LOFTS - 800K Apx Completed 9/23

State the number of Years in Business: 30 YRS

State the current number of personnel on staff: Apx 45

PROPOSAL FORM D
RFP 24-449-201

Proposal of WIL-PAU, INC, organized and
(Company Name)
existing under the laws of the State of MISSOURI, doing business
as WIL-PAU, INC (*) Corporation

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 24-449-201 – Park Trails Replacement Project.

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.


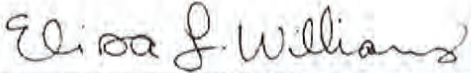
Bidder further acknowledges that bidder is the official holder of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri."

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

City of Raymore
OCCUPATIONAL LICENSE

WIL PAV, INC.
12900 E KENTUCKY RD
SUGAR CREEK MO 64050

PRINT DATE: 12/27/2023
LICENSE NUMBER: 01729
LICENSE FEE: \$ 100.00
LICENSE LOCATION: 12900 E KENTUCKY RD

City of Raymore OCCUPATIONAL LICENSE	
LICENSE YEAR:	2024
LICENSE NUMBER:	01729
LICENSE IS HEREBY GRANTED TO:	WIL PAV, INC.
AT LOCATION OF	12900 E KENTUCKY RD
IS HEREBY AUTHORIZED TO CONDUCT BUSINESS IN SAID CITY, SUBJECT TO THE PROVISIONS OF ALL ORDINANCES NOW IN FORCE AND THAT MAY HEREAFTER BE PASSED BY SAID CITY OF RAYMORE.	
AS CITY CLERK OF THE CITY OF RAYMORE, MISSOURI, I HAVE HERETO SET MY HAND AND THE CORPORATE SEAL OF THE CITY THIS 27th DAY OF December, 2023.	
	
ATTEST: CITY CLERK	COUNTERSIGNED: FINANCE DIRECTOR
THIS LICENSE MUST BE DISPLAYED IN A PROMINENT PLACE AND IS NON-TRANSFERABLE	

***REVISED* BID PROPOSAL FORM E – Project No. 24-449-201**

**Park Trails Replacement
 Base Bid**

Memorial Park

Base Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance - not to exceed 5%	LS	1	\$ 4,500. ⁰⁰	\$ 4,500. ⁰⁰
Surveying	LS	1	\$ 1,500. ⁰⁰	\$ 1,500. ⁰⁰
Existing Sidewalk / Trail Removal	SY	2056	\$ 10.09	\$ 20,745. ⁵⁴
6" thick, 10' Wide Concrete Trail	LF	3250	\$ 59.45	\$ 193,212. ⁵⁰
4" Thick, 5' wide sidewalk	LF	100	\$ 35. ⁰⁰	\$ 3,500. ⁰⁰
Construction Entrances	Each	2	\$ 750. ⁰⁰	\$ 1,500. ⁰⁰
Site Restoration (Seed & Mulch)	LS	1	\$ 17,000. ⁰⁰	\$ 17,000. ⁰⁰
SWPPP and Land Disturbance Permit	LS	1	\$ 6,000. ⁰⁰	\$ 6,000. ⁰⁰
Vestil Steel Underground Removable Ornamental Bollard 40 in. Black	Each	5	\$ 600. ⁰⁰	\$ 3,000. ⁰⁰
Total Memorial Park Bid				\$ 250,957.⁵⁴

Recreation Park

Base Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance - not to exceed 5%	LS	1	\$ 30,000. ⁰⁰	\$ 30,000. ⁰⁰
Surveying	LS	1	\$ 1,500. ⁰⁰	\$ 1,500. ⁰⁰
Existing Sidewalk / Trail Removal	Sq Yds	7083	\$ 12. ⁰⁰	\$ 84,996. ⁰⁰
6" thick, 10' Wide Concrete Trail	LF	8000	\$ 59.45	\$ 475,600. ⁰⁰
4" Thick, 5' wide sidewalk	LF	100	\$ 35. ⁰⁰	\$ 3,500. ⁰⁰
Construction Entrances	Each	2	\$ 750. ⁰⁰	\$ 1,500. ⁰⁰
Site Restoration (Seed & Mulch)	LS	1	\$ 53,000. ⁰⁰	\$ 53,000. ⁰⁰
SWPPP and Land Disturbance Permit	LS	1	\$ 6,000. ⁰⁰	\$ 6,000. ⁰⁰
Vestil Steel Underground Removable Ornamental Bollard 40 in. Black	Each	14	\$ 600. ⁰⁰	\$ 8,400. ⁰⁰
Total Recreation Park Bid				\$ 664,496.⁰⁰

Company Name Wil-PAU, INC.

Total Base Bid Both Parks for Project Number: 24-449-201

\$ 915,453.⁵⁴

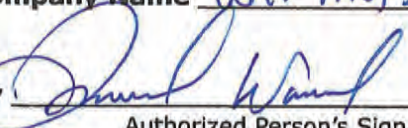
In the blank above insert numbers for the sum of the bid.

(\$ nine hundred fifteen thousand four hundred fifty three Dollars and ⁵⁴/₁₀₀)

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

***REVISED* BID PROPOSAL FORM E – RFP 24-449-201
CONTINUED**

Company Name Will-Pav, Inc.

By 
Authorized Person's Signature

Daniel Ward - Project Manager
Print or type name and title of signer

Company Address 12900 E Kentucky Rd
Sugar Creek, MO. 64050

Phone 816-836-1786

Fax 816-836-0492

Email Dan@WillPav.com

Date 02/21/2024

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!

E - VERIFY AFFIDAVIT

(As required by Section 285.530,RSMo)

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

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

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

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

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

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

Name/Contractor: Wil-PAV, INC. - Daniel Ward

Company: Wil-PAV, INC.

Address: 12900 E. Kentucky Rd Sugar Creek, MO. 64050

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project # 24-449-201.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

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

Wil-PAV, Inc.
Company Name
[Signature]
Signature

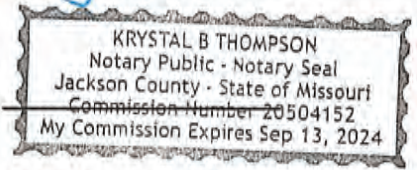
Name: DANIEL Ward
Title: Project Manager

STATE OF Missouri COUNTY OF Jackson

Subscribed and sworn to before me this 21st day of February, 2024.

Notary Public: [Signature]

My Commission Expires: 09/13/2024 Commission # _____



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

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



Company ID Number: 182802

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

Employer **Wil-Pav Inc.**

Rick Wilson

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/21/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/21/2009

Date

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



ADDENDUM NO. 1
Parks Trail Replacement
Project #24-449-201

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

Addendum No. 1 - Clarification, Addition and Revised Proposal Form.

1. Addition: Add (19) Vestil Steel Underground Removable Ornamental Bollard 40 in. Black BOL-OR-40-BK. Location Maps and Updated Bid Proposal Form E. Attached. The bollard shall be installed in concrete according to manufacturer recommendations.

2. Question: Is there a self-perform requirement that the prime contractor has to meet or can a general contractor with no self-perform capabilities bid the project?

Response: no

3. Question: Please confirm the thickness of the existing asphalt for both Parks

Response: It is believed that the REC Park Trails is +/- 5" Asphalt and the Memorial Park Trail is <4", however, because the trails were installed at various times over the last 40 years, it is impossible for us to verify this is the case for all sections of trail. The city would encourage potential bidders to take their own cores. If this option is chosen The City should be notified of when this work will take place.

4. Question: If there is excess dirt can we leave it on site if we blend it in or does that have to be hauled off.

Response: no. All spoils must be disposed of offsite by the contractor.

5. Question: The pay descriptions for the 6" thick trail & 4" thick sidewalk mention "placement of AB-3 subgrade" but I'm unable to find how thick the rock base needs to be for each. Can you please point me in the right direction?

Response: The AB-3 leveling course does not have a specific thickness. There is no base rock requirement, but if the cross slope of the trail is not 2% or less, compacted AB-3 is to be used to correct the grades.

6. Question: During the site walk the Surveying pay items had some questions about what the intent of this pay item was intended for as far as the utilization of a licensed surveyor and to what extent we would be required to "establish controls" or if it is simply agreement of line/grade between contractor and city.

Response:The surveying line item is to compensate the contractor for ensuring that the proposed construction doesn't pond or prevent water from draining and for time spent laying out the new Memorial Park Trail. Any grading or fill required to ensure this at a minimum of 2% is subsidiary to the trail construction/restoration. A licensed surveyor or as-builts are not required. Areas with standing water will not be accepted.

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 February 16, 2024 at 12:00 p.m.

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

Company Name: Wil-PAV, INC

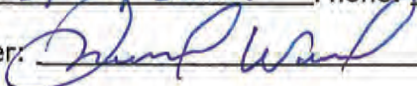
By: Daniel Ward

Title: Project Manager

Address: 12900 E Kentucky Rd

City, State, Zip: Sugar Creek, MO. 64050

Date: 2/24/2024 Phone: 816-836-1786

Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID





Memorial Park Trail

General Layout



Miscellaneous

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, MARCH 4, 2024, AT 6:00 P.M., AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, BURKE III, FORSTER, HOLMAN, AND TOWNSEND. ALSO PRESENT: ASSISTANT CITY MANAGER RYAN MURDOCK, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF.

Mayor Turnbow asked for a moment of silence in honor of Officer Cody Allen and Jackson County Civil Process Server Drexel Mack who lost their lives in the line of duty last week.

A. Raymore Sign Code

Development Services Director David Gress and City Planner Dylan Eppert presented recommended changes to the City of Raymore ordinances governing signs.

B. Other

The work session of the Raymore City Council adjourned to Executive Session at 6:31 p.m.

PROCLAMATION

Whereas, SevenDays[®] Make a Ripple, Change the World We overcome hate by promoting kindness and understanding through education and dialogue; and,

Whereas, SevenDays[®] provides opportunities encouraging all people to participate in activities that promote and practice kindness; and,

Whereas, SevenDays[®] 2024 will commemorate its 10th anniversary focused on teaching kindness making a ripple to change the world; and,

Whereas, SevenDays[®] 2024 begin its events on Wednesday, April 10 with the Kindness Breakfast, a celebration of youth and announcement of the fourth annual Ripple of Kindness Award recipient as well as our new, Community Kindness Festival on Sunday, April 14 at the Jewish Community Center; and,

Whereas, SevenDays[®] continues its daily themes of Love, Discover, Others, Connect, You, Go and Onward as we bring people from walks of life together to overcome hate with acts of kindness; and,

Whereas, the memories of three wonderful and unique people, Reat Underwood, Dr. William Corporon, and Terri LaManno, will be honored through kindness and understanding; and,

Whereas, SevenDays[®] expands its acts of compassion, acceptance and understanding to those who gather; and,

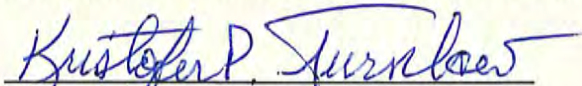
Whereas, we fully support and encourage all in the City of Raymore, including residents, businesses, organizations and visitors, to come together during the **SevenDays[®]** to act more kindly and be more understanding of differences, thereby making the world a better place one ripple at a time.

NOW THEREFORE , I, Kristofer P. Turnbow, Mayor of the City of Raymore, Missouri, do hereby proclaim April 10 through April 18, 2024, as

SevenDays[®] of Kindness

In the City of Raymore and urge all citizens to engage in acts of kindness throughout the week and remember the events of April 13, 2014, not only for the losses of that day but also for the significance of the powerful and enduring vow to overcome hate with kindness.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Raymore to be affixed this 11th day of March, 2024.


Kristofer P. Turnbow, Mayor

