



RAYMORE PARKS AND RECREATION BOARD

AGENDA

Tuesday, November 27, 2018

**7:00PM - City Hall
100 Municipal Circle
Raymore, Missouri 64083**

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Personal Appearances**
- 5. Consent Agenda.**
The items on the Consent Agenda are approved by a single action of the Park Board. If any Board Member would like to have an item removed from the Consent Agenda and considered separately, he/she may so request.
 - A. Park Board Minutes October 23, 2018
- 6. Staff Reports**
Recreation Superintendent
Parks Superintendent
Parks & Recreation Director
- 7. Unfinished Business - None**
- 8. New Business**
 - A. Recreation Park Pedestrian Bridge Replacement Action Item

Staff requests to enter a contract with Tasco LLC for the removal and replacement of the trail bridge between Moon Valley Park and Recreation Park.
 - B. Michelle Biondo, Grant Writing Services Contract Action Item

Staff requests to enter a contract with Michelle Biondo for grant writing services.
 - C. Park Board By-Laws Amendment Action Item

An amendment to the Park Board Bylaws revising the requirements for attendance under Section 5: Removal.

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

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

- *October 23, 2018 - Work Session Notes*
- *Status of Capital Improvements*
(Provided to the Council the 1st meeting of each month)

EXECUTIVE SESSION (CLOSED MEETING)

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

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

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

THE RAYMORE PARKS AND RECREATION BOARD MET IN REGULAR SESSION TUESDAY, OCTOBER 23, 2018, IN THE CITY HALL COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI.

MEMBERS PRESENT: Chairman Trautman; Members Bartow, Cipolla, Eastwood, Harris, Heath, Houdyshell, Seimears, and Supple.

STAFF PRESENT: Director Musteen, Superintendent McLain, Superintendent Rulo and Office Assistant Naab.

1. Call to Order: Chairman Trautman called the meeting to order at 7:00pm.

2. Roll Call

3. Pledge of Allegiance

4. Personal Appearances

5. Consent Agenda

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

A. Park Board Minutes

August 28, 2018

Motion: Member Harris moved to accept the minutes of August 28, 2018. Member Houdyshell seconded.

Discussion:

Vote:	8 Aye	Member Bartow	Aye
	0 Absent	Member Cipolla	Aye
	1 Abstain	Member Eastwood	Abstain
		Member Harris	Aye
		Member Heath	Aye
		Member Houdyshell	Aye
		Member Seimears	Aye
		Member Supple	Aye
		Member Trautman	Aye

6. Committee Reports

Recreation Committee	(did not meet)
Budget Committee	(did not meet)
Grounds Committee	(did not meet)

7. Staff Reports

Recreation Superintendent McLain highlighted his written report. We have been interviewing and hiring recreation attendants. A concession manager has been hired. IT installed computers and touch screens at the RAC and concession stands. In September Athletic Coordinator Brennon attended a leadership development conference. Coordinator Pattrick met with a potential instructor for karate. We had a field rental for a MSP baseball tournament, which was well attended. The recreation soccer tournament took place this past Saturday. Upcoming events are Veterans Day and the Mayor’s Tree Lighting. Basketball and futsal registration are still open.

Member Harris asked what meeting is Coordinator Pattrick attending regarding Monique Lewis? Superintendent McLain deferred to Director Musteen for that answer.

Member Cipolla asked if the karate classes would be for all ages. Superintendent Mclain replied in the affirmative.

Parks Superintendent Rulo highlighted his written report. Communications released a Facebook video of the fishing dock being installed. The dock is going to be a neat addition to the park. Staff is spot mowing, which should slow down, then they will mow the native areas. Flower beds are being winterized. At Centerview, we killed some of the grass and reseeded. New grass is growing. Grass at the RAC is also growing well.

Parks & Recreation Director Musteen highlighted his written report. The October 30 meeting is for Monique Lewis at the 70 over 70 banquet. She was nominated by Director Musteen and selected as a recipient. Staff is thankful to the board for allowing their attendance at NRPA. Veterans Day and the Mayor’s Tree Lighting are upcoming. The Christmas Tree Trail is open for registration. November 21 is the deadline. Hawk Ridge Park is moving along and kudos to the Engineering Department for managing the construction phase. You can be in the park, just please avoid the construction areas. Along the trail where the pedestrian bridge will be, the abutments are being poured. Staking out for the boardwalk over the lake will be happening soon. T.B. Hanna Station is close to finalizing all of the designs and will be going out to bid.

8. Old Business - None

9. New Business

A. Memorandum of Understanding - Variety KC Action Item

Staff requested to enter a memorandum of understanding with Variety KC. The MOU outlines the obligations and responsibilities involved with a \$135,000.00 donation from Variety KC for projects at T.B. Hanna Station.

Motion: Member Harris moved to accept the MOU from Variety KC as written.
Member Cipolla seconded.

Discussion:

Vote:	9 Aye	Member Bartow	Aye
	0 Nay	Member Cipolla	Aye
	0 Absent	Member Eastwood	Aye
		Member Harris	Aye
		Member Heath	Aye
		Member Houdyshell	Aye
		Member Seimears	Aye
		Member Supple	Aye

Member Trautman

Aye

10. Public Comment

11. Board Member Comment

Member Supple thanked Superintendent Rulo for helping out with a project at work with a flag retirement ceremony.

Member Houdyshell is impressed with the improvements at Hawk Ridge Park

Member Cipolla was at the park 3 weeks ago and can't wait to visit again to see the ongoing improvements.

Member Seimears gave congrats to Monique, impressed that we are an inclusive city with our inclusive parks etc.

Chairman Trautman thanked Jonah Craig for talking about the trash in the park. Recreation Park looked great and people were everywhere with the soccer and baseball tournaments going on. It was great to see the park busy. Thanks to staff and everyone involved.

12. Adjournment

Motion: Member Harris moved to adjourn the regular meeting. Member Houdyshell seconded.

Discussion: None

Vote:	9 Aye	Member Bartow	Aye
	0 Nay	Member Cipolla	Aye
	0 Absent	Member Eastwood	Aye
		Member Harris	Aye
		Member Heath	Aye
		Member Houdyshell	Aye
		Member Seimears	Aye
		Member Supple	Aye
Member Trautman	Aye		

The regular meeting of the Raymore Park Board adjourned at 7:19 pm.

Respectfully submitted,
Greta Naab
Office Assistant

STAFF REPORT

To: Park Board
From: John McLain, CPRP/AFO
Recreation Superintendent
Date: November 2018
Subject: Recreation Report

Administrative Operations

- Staff booked rentals and staff coverage for Centerview, both internal and paid.
- Provided customer service via the phone, email, and walk ups.
- Staff continued training Recreation Attendants to work at the RAC and Centerview, Concessions Manager, and Facility Attendants for setup and breakdown of Centerview bookings.
- Staff gave Centerview tours and rental quotes to interested parties.
- Staff worked with renters to finalize their events: wedding, training, and baby showers.
- Staff continued working with I.T. and Rec Trac to hook up new computers and WiFi at RAC and Concession Stands.
- Staff set up/ran/tore down Veterans Celebration.
- Staff worked on clearing out the Park House.
- Staff supervised RAC operations.
- Staff set up/ran/tore down Mayor's Tree Lighting.
- Staff organized material for upcoming program guide.

Meetings/Trainings Attended

- Athletic Coordinator Brennon
 - November 14 - South Metro Coordinator's meeting
 - November 20 - KCML end of season meeting
 - November 27 - Basketball coaches meeting
- Recreation Coordinator Pattrick
 - November 14 - Mayor's Tree Lighting Prep Meeting with Superintendents McLain and Park Crew Leader Schmill
 - November 29 - All Parks/Rec Staff Meeting
- Recreation Superintendent McLain
 - November 5 - Architect follow up on RAC
 - November 6, 13, & 20 - One on one with Coordinator VanKeulen
 - November 6, 13, & 20 - One on one with Coordinator Brennon
 - November 7 & 20 - One on one with Office Assistant Naab
 - November 14 - Mayor's Tree Lighting prep meeting
 - November 14 & 28 - Parks and Recreation Safety and Security Committee
 - November 14 - Parent meeting regarding United Soccer
 - November 15 & 29 - Marketing meeting with Communications Specialist McGhee
 - November 20 - Arts Commission Educational Classes planning meeting
 - November 27 - Park Board meeting

- November 29 - Full Staff meeting

Programs

- Transitioning from fall to winter and staff are working on Winter Program Guide information.

Rentals/Events/Concessions

- Rentals
 - Centerview
 - Rental Usage
 - 9 paid rental bookings
 - Program Usage
 - 13 time slots
 - Special Events
 - 1 Event
 - Social Gathering Events
 - N/A
 - City Internal Usage
 - 14 bookings
 - Ball Fields
 - November 17 - Adult Santa Softball Tournament
- Events
 - Held
 - November 9 - Veterans Celebration
 - November 30 - Mayor's Tree Lighting
 - Upcoming
 - February 8 - Father-Daughter Valentine's Ball
- Concessions
 - Concessions were winterized this month and product was inventoried and moved to the RAC for winter sports game days.

Sports (Adult)

- Men's Basketball
 - 3v3 Tournament December 13
 - Registration Open

Sports (Youth)

- Winter
 - Tiny Basketball
 - Registration deadline set for January 4.
 - Kindergarten Basketball
 - Registration deadline set for January 4.
 - Basketball
 - Teams are being created.
 - Basketball practices will begin the week of December 3.
 - Open play Futsal
 - Futsal registrations are open through the entire Futsal session.
 - Current Futsal registrations at 45.
 - Increase of 20 total registrations.

STAFF REPORT

To: Park Board
From: Steve Rulo
Parks Superintendent
Date: November 27, 2018
Subject: Parks and Maintenance Report

Park Operations

- Park Staff is done with routine mowing for the season.
- Staff has started the prep work for the Mayor's Tree Lighting.
- Staff has taken the shade structures down at the baseball complex.
- Staff helped out with the 2 snow events on the 8th and the 12th.
- Staff has received the tulip bulbs for the City Hall beds and will be planted soon.
- Staff prepped and worked the softball tournament on the 17th.
- All the fire extinguishers have been checked and are being returned.
- The Park Superintendent and the Parks Director, met with Unlimited Play to discuss both projects.
- Park Staff helped out with tables and chairs for the voting day.
- Staff helped set up for the Veterans Day event.
- The Mayor's Tree was installed on the 26th and the 27th.
- Park Staff have been winterizing irrigation systems and concession stands.
- All restrooms are winterized for the season.

MONTHLY REPORT

November 2018

HIGHLIGHTS

- Park staff winterized the landscape beds for the winter season, staff also mowed the native fields.
- The Raymore Tree Board met to discuss the 2019 Tree City USA application and progress on the arboretum.
- Saturday, Oct. 26, the end-of-season tournament for the youth volleyball leagues were held at the Raymore Activity Center while the final games for the fall soccer leagues were held at Recreation Park.
- Parks Director Nathan Musteen and Recreation Coordinator Katie VanKeulen and other City Staff celebrated Monique Lewis being recognized as one of the honorees of the 70 over 70 award program sponsored by The Shepherd Center of Kansas City. The luncheon recognized the contributions that 70 individuals over 70 years of age provided to the Kansas City area. Congratulations Monique!
- Park Maintenance staff prepared the sites for several memorial benches purchased through the Parks and Recreation Legacy Program. The benches will be permanently installed along the trail system at Recreation Park and at the Arboretum at Memorial Park.
- Park Maintenance staff attended the annual Snow Plow kick-off meeting in preparation of the upcoming winter season.
- In cooperation with the Missouri Department of Conservation, the Raymore Parks and Recreation Department stocked Johnston Lake at Hawk Ridge Park with 800 trout. Anglers are definitely enjoying the benefits of this partnership. This is the first of two times that trout will be released into the Johnston Lake.



- Soccer nets have been removed and stored for the season.
- Parks & Recreation Director Nathan Musteen attend the monthly Cass County Parks & Recreation Directors meeting at the High Blue Wellness Center in Belton.
- Office Assistant Greta Naab continued training part-time office attendants.
- Parks Superintendent Steve Rulo, Park Maintenance Worker Gus Boos and Assistant Maintenance Technician Haley Rhule attended the Certified Playground Safety Inspector training in North Kansas City Tuesday through Thursday.
- The 2018 Veteran’s Day Celebration was held at Centerview on November 9th. This year’s keynote speaker was retired Admiral Stanton Thompson whose focus was the 100th anniversary of the end of WWI.
- Centerview and the RAC were hosts to six different voting precincts as the November elections were held on November 6.
- The Men’s Adult Softball championship tournament was held on November 11th, this concludes our outdoor fall sports.
- The Raymore United Soccer Club’s open play futsal league is on Friday night at the RAC. This open play league is open to ages 8 years and up. Contact the Parks and Recreation office for more information or visit our website at www.raymore.com/futsal. Registration is ongoing.
- The outdoor restroom facilities at Recreation Park, Moon Valley Park and Memorial Park have been winterized and closed for the winter. If you are visiting the parks, please plan accordingly.
- Athletic Coordinator Todd Brennon hosted the South Metro Sports Coordinator Meeting at Centerview. The South Metro Sports Association is an organized group of cities and volunteer sports organizations that share games and facilities for youth sports.
- Outdoor irrigation systems and restroom facilities have been shut down and winterized for the season.



- Communications Specialist Melissa McGhee coordinated the City of Raymore blood drive at Centerview. 28 donors registered to give blood and 23 units of blood were successfully collected to benefit area hospital patients.
- Parks & Recreation Director Nathan Musteen, Parks Superintendent Steve Rulo along with other City Staff traveled to the St. Louis area to a meeting with Unlimited Play and tour inclusive playgrounds similar to the Hawk's Nest. To learn more about the Hawk's Nest project, visit www.Raymore.com/HawksNest.
- Recreation and Parks staff prepared for the Adult Santa Softball Tournament at Recreation Park on Saturday, November 17. The tournament raises funds to purchase Christmas gifts for kids in need. Eighteen teams from Missouri, Kansas and Iowa registered for this year's event and 200 Kansas City metro children will be sponsored from the proceeds of over \$6,000 raised.
- The shade structures at Recreation Park baseball/softball complex were taken down and stored for the winter.
- Work continues towards the 2018 Mayor's Christmas Tree Celebration and Annual Christmas Tree Trail at T.B. Hanna Station. The Tree Lighting event is Friday, November 30th, activities begin at 6:00pm.



CITY COUNCIL

- December 17 - Joint Work Session with the Park Board

CENTERVIEW

- Brookside HOA meetings
- Cornerstones of Care Training
- Ray Pec High school boys swim team award ceremony
- Cedar Ridge HOA meeting
- Bridge Club

- Apple Bus Thanksgiving dinner
- Election Day
- Tri County Art League - Fall Art Show
- Police Training
- Blood Drive
- Ward 3 and Ward 4 Town Hall meetings
- Tri County Art League meeting
- Art Commission meeting
- Rotary Club board meeting
- Senior seated strength and conditioning
- Yoga classes

RAC - Raymore Activity Center

- Election Day
- Friday night *Open Futsal League*
- Dance Studio rental: rehearsal and tumbling classes

RECREATION PROGRAMS & SPECIAL EVENTS



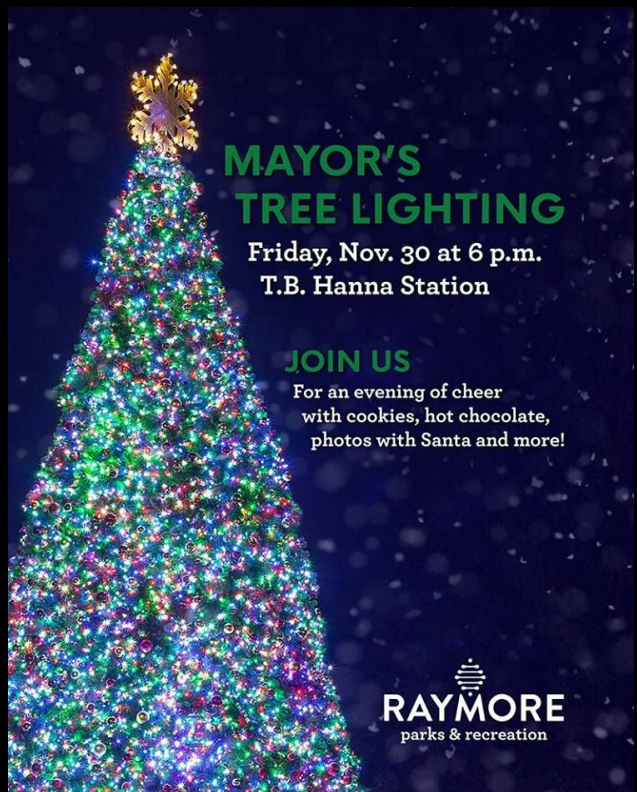
BRIDGE CLUB

Starting Nov. 1!

**1st & 3rd Thursdays
1:30-3 p.m.**

Centerview Gilmore Room, 227 Municipal Circle

FREE! Supplies are provided.
Please RSVP to 816-322-2791





MAYOR'S TREE LIGHTING

Friday, Nov. 30 at 6 p.m.
T.B. Hanna Station

JOIN US

For an evening of cheer
with cookies, hot chocolate,
photos with Santa and more!





Raymore Parks and Recreation Board Agenda Item Information Form

Department Division: P&R Administration
Submitted By: Nathan Musteen
Date: November 27, 2018

<input type="checkbox"/>	Discussion Item	X	Action Item
X	Council Recommendation	<input type="checkbox"/>	Presentation

Title / Issue / Request:

Bill 3397 - Recreation Park Pedestrian Bridge project
--

Background / Justification:

This project involves the removal of the current bridge and construction of new pedestrian crossing connecting Moon Valley and Recreation Park.

Bids for the Recreation Park Pedestrian Bridge Project were received on October 4, 2018 as follows:

Tasco LLC	\$69,000.00
VF Anderson Builders	\$74,921.35
Julius Kaaz Construction	\$99,862.00

Tasco LLC was determined to be the lowest and best bidder. Staff negotiated with Tasco LLC and was able to get within budget with a new base bid at \$49,000. Staff recommends the contract for the Recreation Park Pedestrian Bridge Project to be awarded to Tasco LLC in the amount of \$49,000.

Financial Impact: \$49,000.00

Project Timeline:

Park Board:	November
City Council:	December - January
Construction:	February - April

Staff Recommendation: Staff recommends approval

Attachments: Bill 3397
Contract

BILL 3397

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TASCO LLC FOR THE RECREATION PARK PEDESTRIAN BRIDGE, CITY PROJECT NUMBER 18-293-201, IN THE AMOUNT OF \$49,000."

WHEREAS, the Recreation Park Pedestrian Bridge Project was included in the 2018 capital budget; and

WHEREAS, bids for this project were received on October 24, 2018; and

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

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

Section 1. The City Manager is directed to enter into a contract in the amount of \$49,000 with Tasco LLC, for the Recreation Park Pedestrian Bridge project.

Section 2. The City Manager is authorized to execute the contract attached as Exhibit A for the City of Raymore.

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

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

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

DULY READ THE FIRST TIME THIS 10TH DAY OF DECEMBER, 2018.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH DAY OF DECEMBER, 2018, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber

Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Kellogg
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

RECREATION PARK PEDESTRIAN BRIDGE

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 26th day of December, 2018, between Tasco LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 39060 E 179th Street, Kingsville MO 64061, 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 December 26, 2018 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 18-293-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as

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

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of **60** calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$49,000.00.

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

ARTICLE IV CONTRACT PAYMENTS

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

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

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

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

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

Contractor and/or their sureties will be liable to the City for any cost for labor, tool, 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 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 to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor 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 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 type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site

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 his 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 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 25) if project is \$75,000 and up. 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 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 e-mail. 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 e-mail.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

ARTICLE IX ARBITRATION

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

ARTICLE X WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed for a period of two (2) years from the date of substantial completion as noted in the 2016 City of Raymore "Standard Contract Documents and Technical Specification & Design Criteria for Utility and Street Construction."

Contractor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with 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 employees 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 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: _____
Jean Woerner, City Clerk

(SEAL)

TASCO LLC

By: _____

Title: _____

Attest: _____

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Recreation Park Pedestrian Bridge

ANTICIPATED SCOPE OF SERVICES:

Removal and replacment of an existing, wooden pedestrian bridge:

- Removal of an existing wooden pedestrian bridge and all substructure. Bridge is approximately 25 feet in length, 6 feet wide.
- All clearing and excavation required to install a precast RCB with precast wingwalls.
- Install a 12 foot, 10' x 4' precast RCB with precast wingwalls, headwalls and toe walls as per manufactures specifications. RCB is to be placed on a 6" thick layer of ¾" bedding gravel. External joint wrap is required. The RCB and wingwalls are to be manufactured by Forterra, or an approved equal. Example and description attached. Note that the description does not include handrails or toe walls.
- Backfilling and restoration.
- Installation of handrails.
- Removal and replacement of 460 feet of existing asphalt trail. Trail is to be 2" on APWA Type 2 Base with 2" of APWA Type 3 surface.

1. SPECIFICATIONS WHICH APPLY

The performance of the work, the materials required, the basis of measurement and the basis for payment for the various portions of the work shall be in accordance with:

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

2. PROJECT AWARD

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

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

3. PROJECT COMPLETION AND SCHEDULE

Award of this contract is anticipated prior to the end of December, 2018.

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

Contractor shall complete work within **60** calendar days of execution of the Notice to Proceed.

4. ENGINEER

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

5. GENERAL CONDITIONS

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

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

6. MEASUREMENT AND PAYMENT

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

- A. **Mobilization, Bonds, and Insurance:** Mobilization, Bonds and Insurance will be considered a lump sum item for payment. The total lump sum price

for this item shall not exceed 5% of the total base bid price. Payment shall be made on the schedule enclosed in the bid documents.

- B. **Construction Staking:** Construction and Survey Controls shall be paid for as a lump sum item. The unit cost for this item shall include all labor, equipment and materials to develop and establish necessary control, detail dimensions, and measurements required for proper layout and performance of the work. The contractor is responsible for all restaking.
 - C. **Clearing and Grubbing:** Clearing and Grubbing 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 removal and disposal of any above or underground materials, natural or man-made.
 - D. **Removal of Bridge:** Contractor will be paid a lump sum after the bridge removal has been completed. The unit cost for this line item shall include all labor, materials and equipment necessary for removal and disposal of the existing bridge and substructure.
 - E. **Reinforced Concrete Box/Bridge:** The Reinforced Concrete Box/Bridge will be considered a lump sum item for payment. The unit cost for this item shall include all labor, equipment and materials required to deliver, unload and install the Forterra, or an approved equal, precast RCB and wingwalls. All granular bedding, backfill, work or other materials required are included in this line item.
 - F. **Handrails:** Handrails will be considered a lump sum item for payment. The unit cost for this item shall include all labor, equipment and materials required to install handrails composed of 2 inch, metal tubing.
 - G. **Asphalt Paving:** Asphalt Paving shall be measured and paid for at the unit bid price per ton. The unit cost for this item shall include all labor, equipment and materials required to remove and dispose of the existing trail as indicated in the attachment, prepare the subgrade and lay a new 4" thick, 10 foot wide asphalt trail.
 - H. **Restoration:** Restoration will be considered a lump sum item for payment. The unit cost for this item shall include all labor, equipment and materials required to restore the site and any areas disturbed during construction.
7. Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 18-293-201

Appendix B
General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

Award of this contract is anticipated prior to the end of December, 2018.

C. *Insurance*

The Bidder/Contractor shall procure, maintain, and provide proof of, insurance coverage's 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 vendor 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 25 for Cass County, Missouri, USA.

G. *Invoicing and Payment*

The Bidder 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 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 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*

The Bidder 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.

The Bidder 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 25). 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*

The successful 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 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 the 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 any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, 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 any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, 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 repairs 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 any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the work is to be performed, 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 open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

Y. American Products

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

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

Z. Affidavit of Work Authorization and Documentation

Pursuant to 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.



5150 US Hwy 59
 Oskaloosa, Kansas 66066
 (913) 422-3634 - Phone
 (785) 863-3387 - Fax



P.O. Box 860310
 Shawnee, Kansas 66286
 (913) 422-3634 - Phone
 (913) 422-3666 - Fax

Sales Team
 Tara Dinslage
 913-292-4811

Sales Team
 John O'Rourke
 816-206-8671

Sales Team
 Camden Arnold
 816-820-3422

OWNER: City of Raymore, MO
 PROJECT: Raymore, MO - 10'x4' Precast Concrete Box Culvert
 ENGINEER: ==
 BID DATE: ==
 BID TIME: ==

QUOTE: Budgetary
 DATE: 08/29/18
 PAGE: 1 of 1

SIZE	CLASS	DESCRIPTION	QTY	UNIT
10' x 4'	--	Single Cell Reinforced Concrete Box Culvert	12.0	Lf
		Weight = 10.1 tons per 6' section		
		Fill Height = 1' to 6'		
		Precast Concrete Wingwall - 45 Degree Flare	4.0	Ea
		- 5'-6" Rise x 8'-0" Long		
		- Approximate Weight = 2.5 tons per each		
		Precast Concrete Wingwall Footing - 8'-0" Long	4.0	Ea
		- 2'-6" W x 1'-0" T x 8'-0" L		
		- Approximate Weight = 1.8 tons per each		
		Precast Concrete Headwall	2.0	Ea
		- 12" W x 12" T x 11'-4" L		
		- Approximate Weight = 0.9 tons per each		
		NOTES:		
	1)	Mastic and delivery included.		
	2)	Contractor to unload RCB.		
	3)	Call for pricing if toewalls, external joint wrap, or any additional items are required.		
	4)	Box culvert quoted with assumed 1' to 6' fill heights. Prices subject to change based on final plans.		
	5)	Wingwalls quoted based on assumed dimensions. Prices subject to change based on final plans.		
			GRAND TOTAL:	

Products produced per ASTM C-76, C-506, C-507, & C-1433.

GRAND TOTAL:

Price includes necessary joint mastic or gaskets (our count) Additional mastic is \$15 per 65 lb pail.

A \$150 drop charge will be added on less than truck load quantities shipped. A 15% charge for restocking and handling will be added for pipe returned to the yard. An additional 10% will be added if we are required to pick up pipe from jobsite. The above take-off quantities are approximate and are not guaranteed correct. Any changes are the buyer's responsibility. The above prices are F.O.B. as near to the job site as reasonable for Kansas City metro area deliveries. Additional shipping may be charged on out of town deliveries.

Purchase and receipt of any or all of the quoted items, subjects the buyer to our standard terms and conditions on the reverse side.

Payment Terms - Net 30th day following date of invoice.

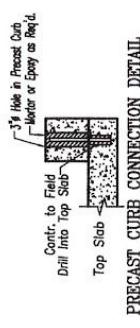
ALL PRICES GOOD FOR 30 DAYS

ACCEPTANCE:

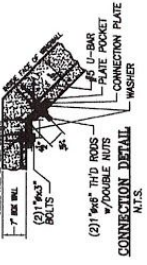
Subject to being awarded the contract for the project described above and subject to the terms and conditions on the reverse side hereof, we hereby order the products described herein at the unit prices quoted above.

By _____
 Title _____ Date _____

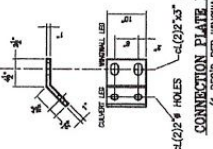
By: *John O'Rourke*
 John O'Rourke, Senior Sales Manager



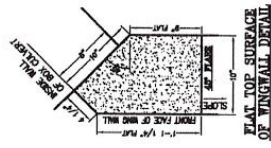
PRECAST CURB CONNECTION DETAIL



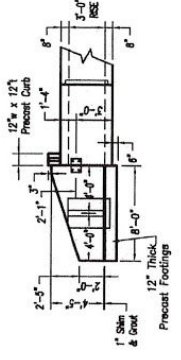
CONNECTION DETAIL



CONNECTION PLATE DETAILS

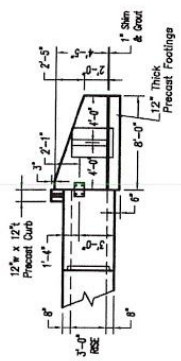


FLAT TOP SURFACE OF WINGWALL DETAIL



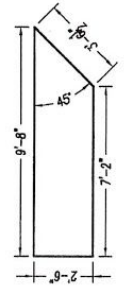
PROFILE VIEW UPSTREAM WINGWALL

(2) 2.5 ton



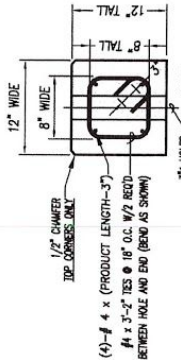
PROFILE VIEW DOWNSTREAM WINGWALL

(2) 2.5 ton



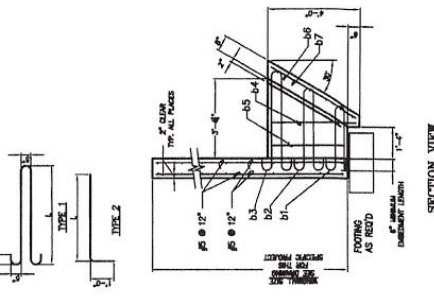
PLAN VIEW - WINGWALL FOOTING

(4) 12d x 2'-6" w x 8'-0" lg = 1.8 tons

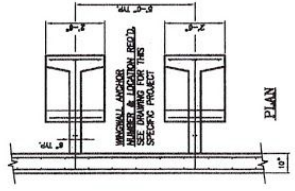


PRECAST HEADWALL DETAIL

(2) 12" w x 12" h x 8'-4" g = 0.6 tons



SECTION VIEW



PLAN

NO.	QTY.	DESCRIPTION	LENGTH	WTS.
1	1	PRECAST CURB	8'-4"	0.6
2	1	PRECAST HEADWALL	8'-4"	0.6
3	1	PRECAST IMONWALL	12'-0"	1.8
4	1	PRECAST WINGWALL	12'-0"	1.8
5	1	PRECAST FOOTING	8'-0"	1.8
6	1	PRECAST CURB	8'-0"	0.6
7	1	PRECAST HEADWALL	8'-0"	0.6
8	1	PRECAST IMONWALL	12'-0"	1.8
9	1	PRECAST WINGWALL	12'-0"	1.8
10	1	PRECAST FOOTING	8'-0"	1.8
11	1	PRECAST CURB	8'-0"	0.6
12	1	PRECAST HEADWALL	8'-0"	0.6
13	1	PRECAST IMONWALL	12'-0"	1.8
14	1	PRECAST WINGWALL	12'-0"	1.8
15	1	PRECAST FOOTING	8'-0"	1.8
16	1	PRECAST CURB	8'-0"	0.6
17	1	PRECAST HEADWALL	8'-0"	0.6
18	1	PRECAST IMONWALL	12'-0"	1.8
19	1	PRECAST WINGWALL	12'-0"	1.8
20	1	PRECAST FOOTING	8'-0"	1.8
21	1	PRECAST CURB	8'-0"	0.6
22	1	PRECAST HEADWALL	8'-0"	0.6
23	1	PRECAST IMONWALL	12'-0"	1.8
24	1	PRECAST WINGWALL	12'-0"	1.8
25	1	PRECAST FOOTING	8'-0"	1.8
26	1	PRECAST CURB	8'-0"	0.6
27	1	PRECAST HEADWALL	8'-0"	0.6
28	1	PRECAST IMONWALL	12'-0"	1.8
29	1	PRECAST WINGWALL	12'-0"	1.8
30	1	PRECAST FOOTING	8'-0"	1.8
31	1	PRECAST CURB	8'-0"	0.6
32	1	PRECAST HEADWALL	8'-0"	0.6
33	1	PRECAST IMONWALL	12'-0"	1.8
34	1	PRECAST WINGWALL	12'-0"	1.8
35	1	PRECAST FOOTING	8'-0"	1.8
36	1	PRECAST CURB	8'-0"	0.6
37	1	PRECAST HEADWALL	8'-0"	0.6
38	1	PRECAST IMONWALL	12'-0"	1.8
39	1	PRECAST WINGWALL	12'-0"	1.8
40	1	PRECAST FOOTING	8'-0"	1.8

STANDARD CLEARANCE = 2' TOTAL BAR W/OUT

AFFIDAVIT

(as required by Section 285.530, Revised Statutes of Missouri)

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 Randy Seid, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: TESCO LLC

Company: TESCO LLC

Address: 39060 E 179th St Kingsville mo 64061

- 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 # 18-293-201.
- 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.

Tasco LLC
Company Name

Randy Seid
Signature

Name: Randy Seid

Title: Vice - president

STATE OF Missouri COUNTY OF Cass

Subscribed and sworn to before me this 23rd day of October, 2018.

Notary Public: [Signature]

My Commission Expires: 5/10/20

CAITLIN WEST
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
CASS COUNTY
MY COMMISSION EXPIRES 5/10/2020
COMMISSION # 16746874

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.

PROPOSAL FORM A
RFP 18-293-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: Tasco LLC

ADDRESS: 39060 E 179th St
Street

ADDRESS: Kingsville mo 64061
City State Zip

PHONE: 816 269-9507

E-MAIL: tascolc2016@yahoo.com

DATE: 10-24-2018 Randy Seif / vice president
(Month-Day-Year) Signature of Officer/Title

DATE: 10-24-2018 _____
(Month-Day-Year) Signature of Officer/Title

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

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

PROPOSAL FORM B

RFP 18-293-201

CONTRACTOR DISCLOSURES

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

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

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

Legal Matters

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

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

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

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

Required Representations

In submitting this RFP, the Firm makes the following representations, which it understands are required as a condition of performing the Contract Work and receiving payment for 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 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 interests 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 18-293-201

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, the proposing firm must be in business for a minimum of 3 years 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 48 months.

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

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

COMPANY NAME	City of Raymore MO
ADDRESS	100 Municipal Cir, Raymore MO 64083
CONTACT PERSON	Phil Becker
CONTACT EMAIL	JBecker@raymore.com
TELEPHONE NUMBER	816-868-6785
PROJECT, AMOUNT AND DATE COMPLETED	\$299,350.00 155th St. Culvert September

COMPANY NAME	Osceola City, MO
ADDRESS	210 Olive Street, Osceola, MO 64776
CONTACT PERSON	Rob Hechenlively
CONTACT EMAIL	mayor@cityofosceolamo.com
TELEPHONE NUMBER	417-646-8421
PROJECT, AMOUNT AND DATE COMPLETED	Osceola Boat Ramp. 12-15-2017 \$130,000.00

COMPANY NAME	Pleasant Hill R-111 School District
ADDRESS	318 Cedar St. Pleasant Hill, Mo 64080
CONTACT PERSON	Jerry Johnson
CONTACT EMAIL	Gerald.Johnson@skw-inc.com
TELEPHONE NUMBER	816-863-4040
PROJECT, AMOUNT AND DATE COMPLETED	Primary School Parking lot Improv. \$154,807.50 July 20, 2016

COMPANY NAME	Pleasant Hill R-111 School District
ADDRESS	318 Cedar St. Pleasant Hill Mo, 64080
CONTACT PERSON	Jerry Johnson
CONTACT EMAIL	Gerald.Johnson@skw-inc.com
TELEPHONE NUMBER	816-863-4040
PROJECT, AMOUNT AND DATE COMPLETED	Sewer System Improv. Primary School \$126,293.45 June 24, 2016

COMPANY NAME	MoDOT
ADDRESS	600 NE Colban RD, Lee's Summit Mo 64086
CONTACT PERSON	Chad Baldwin
CONTACT EMAIL	chad.baldwin@modot.mo.gov
TELEPHONE NUMBER	816-365-7066
PROJECT, AMOUNT AND DATE COMPLETED	Slide Repair, \$334,835.76, Active now now

State the number of Years in Business: 3

State the current number of personnel on staff: 4

PROPOSAL FORM D

RFP 18-293-201

Proposal of Tasco LLC, organized and
(Company Name)
existing under the law of the State of Missouri, doing business
as 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. 18-293-201- Recreation Park Pedestrian Bridge.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 0, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

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

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

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

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

**BID PROPOSAL FORM E – Project No. 18-293-201
Recreation Park Pedestrian Bridge Replacement**

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance	LS	1	3500	\$3500
Construction Staking	LS	1	1500	\$1500
Clearing and Grubbing	LS	1	10000	\$10000
Removal of Bridge	LS	1	500	\$500
Reinforced Concrete Box/Bridge	LS	1	25000	\$25000
Concrete Paving	Sq Ft	300	10	\$3000
Handrails	LS	1	4500	\$4500
Restoration	LS	1	1000	\$1000
TOTAL BASE BID				\$49,000

Total Bid for Project Number 18-293-201:

\$49,000

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

(Forty nine thousand dollars and no cents)

In blank above write out the sum of the bid.

BID OF: Tony Stone TASCO LLC

(Firm Name)

DATE: 11-9-2018

Company ID Number: 943293

Approved by:

Employer tascolc	
Name (Please Type or Print) tony p shore	Title
Signature Electronically Signed	Date 02/03/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/05/2016



Raymore Parks and Recreation Board Agenda Item Information Form

Department Division: P&R Administration
Submitted By: Nathan Musteen
Date: November 27, 2018

<input type="checkbox"/>	Discussion Item	<input checked="" type="checkbox"/>	Action Item
<input type="checkbox"/>	Council Recommendation	<input type="checkbox"/>	Presentation

Title / Issue / Request:

Michelle Biondo - Grant Writing Services Contract
--

Background / Justification:

City staff regularly apply for grant funding that focuses on a wide variety of park improvement projects and recreation programming equipment or curriculum. In recent years, grants have been secured for facility improvements at Hawk Ridge Park, archery equipment for recreation programs and the Aging Mastery Program through the Mid America Regional Council.

Michelle Biondo, a professional grant writer, recently moved to Raymore and approached City Staff during the October session of the Community Conversation about opportunities to help the City with grants and fundraising for the Hawk's Nest, Raymore's all inclusive playground to be built at Hawk Ridge Park.

Director Musteen and Communication's Director Mike Ekey recently met with Michelle to discuss opportunities and benefits to the City. Michelle has a very impressive resume with excellent qualifications and services to offer the City. With more than 120 different organizations in which she has submitted grants, her knowledge of grant writing and contacts throughout her career provide a great resource to help offset city funding.

Although staff does a good job of identifying and submitting grants, a dedicated grant writing consultant would allow the City to further expand its efforts in seeking grant funding opportunities that the City doesn't have the resources or the staff time to pursue.

Staff wishes to utilize Michelle Biondo in the coming year to pursue additional grants and fundraising opportunities for the Hawk's Nest Playground and other parks capital projects.

Attached is a contract that outlines the agreement between the City and Michelle Biondo.



Financial Impact: \$65/hour

Project Timeline: Not Applicable

Staff Recommendation:

Staff recommends approval the contract between Michelle Biondo, MBA and the City of Raymore for grant writing and fundraising consulting.

Attachments:

1. Contract: Michelle Biondo, MBA and the City of Raymore for grant writing and fundraising consulting

**Letter of Agreement
City of Raymore**

This letter of agreement, executed this ____ day of _____ 2019, by and between Michelle Biondo (Biondo) and the City of Raymore (Raymore) is as follows:

Whereas, Biondo provides grant writing and fund development services, and
Whereas, Raymore desires to utilize those services for its benefit,

Now, therefore, it is agreed as follows:

Biondo agrees to perform the following:

- Research grant opportunities as assigned
- Review organization materials and research/review other background information as necessary in order to write proposals to prospective grantors
- Prepare narratives and render other grant writing services as agreed upon by both parties
- Provide Major Donor solicitation coaching
- Other fund development coaching, as agreed upon
- Meet with staff, as needed, to discuss upcoming grant applications

Raymore agrees to:

- Make the final review of completed proposals before submission
- Pay Biondo \$65 per hour for grant writing services including research of funding opportunities
- Pay Biondo \$65 for each coaching session

Biondo will submit itemized fees for each grant-writing project. Raymore will approve fee statements before work begins. Biondo will submit monthly invoices to Raymore. Payment will be due upon receipt.

Biondo acknowledges that services rendered under this agreement shall be performed by her as an independent contractor. Biondo is responsible for the payment of all federal, state and local income taxes related to her fees for service.

Both parties agree to adhere to strict confidentiality practices and to provide each other with their best efforts in the fulfillment of this contract.

Biondo shall use all resources at her disposal to perform duties as assigned and agreed to by both parties and shall submit same in good faith; however, no guarantee of receipt of funding by Raymore is implied or promised by Biondo. Payment is due even if Raymore does not submit proposal or receive funding.

In addition, Biondo and Raymore recognize that performance of grant writing tasks necessitates communication and information exchange between the parties, and that delay in completing the tasks may occur if there are delays with information exchange. Raymore also recognizes that if grants are received, Raymore is responsible for any acknowledgments and reports unless otherwise assigned to Biondo.

This Agreement can be terminated for any reason by either party in writing with a minimum of 30 days' notice.

Agreed this ____ day of _____ 2019.

By: _____
Michelle Biondo

By: _____

Michelle Biondo
1017 Seminole Ct., Raymore MO 64083
www.grantwritingsolutions.info
816.520.4456



Raymore Parks and Recreation Board Agenda Item Information Form

Department Division: P&R Administration
Submitted By: Nathan Musteen
Date: November 27, 2018

<input type="checkbox"/>	Discussion Item	<input checked="" type="checkbox"/>	Action Item
<input type="checkbox"/>	Council Recommendation	<input type="checkbox"/>	Presentation

Title / Issue / Request:

Park Board Bylaws Amendment

Background / Justification:

During the October 23rd Work Session of the Park Board, the Board held discussion of current Park Board attendance requirements in comparison to the 2017 changes in the City Charter Section 3.7 regarding City Council attendance requirements.

During discussion, the Board directed staff to provide language that combines both the work sessions and the regular meetings as part of the requirements for attendance. These changes are as follows:

Section 5. Removal

A member of the Board of Directors who is absent from three consecutive regular meetings of the Board or ~~six regular meetings of the Board~~ **twenty-five percent (25%) or more of the combined regular board meetings and publicly posted work sessions** in a period of one year shall automatically forfeit his/her position on the Board. All one-year periods shall be defined as any twelve (12) month period of time. The Mayor may, with consent of the City Council, remove a member of the Board of Directors for misconduct or neglect of duty.

- The updated changes of 25% or more of the combined regular board meetings and publicly posted work sessions will begin to be recorded in January 2019.
- The current rule of three (3) consecutive regular meeting of the Board continues to be in effect.

A draft of the updated by-laws is attached for Park Board approval.

Financial Impact: Not Applicable



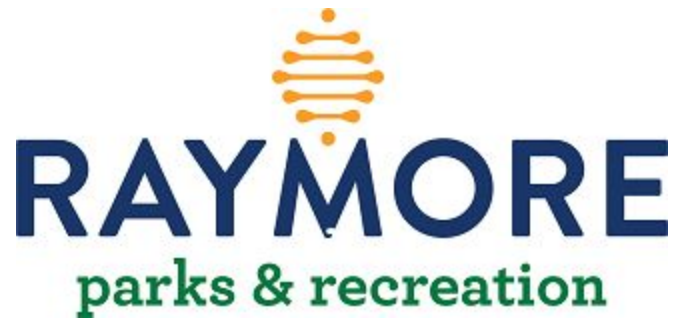
Project Timeline: January 2019

Staff Recommendation:

Staff recommends approval the revised language in Section 5 of the Park Board Bylaws and to amend the Park Board Bylaws to reflect these changes. Furthermore, these changes shall take effect beginning in January 2019.

Attachments:

1. Park Board Bylaws: Draft, November 2018



BY-LAWS
PARKS AND RECREATION BOARD
CITY OF RAYMORE, MISSOURI

ARTICLE I. NAME

The name of this body is Raymore Parks and Recreation Board (the Board).

ARTICLE II. PURPOSE

The purpose for which the Board is organized is to act as an administrative board for the Mayor and the City Council. The Board carries the primary responsibility for the improvement, care, custody and control of the City's parks and recreation facilities and City park funds. Its duties shall include:

1. To supervise the City's park and recreation programs and the expenditure of budgeted funds for said programs.
2. To provide long range plans for the City's parks and recreation program.
3. To purchase or otherwise secure ground to be used for such park and recreation facilities as is deemed necessary, in accordance with City and State law.
4. To work with local groups and organizations, with the local school district, and with governmental agencies to advance the City's parks and recreational planning and programming, to coordinate recreational programs, and to alleviate unnecessary duplication of programs and facilities.
5. To seek input from the public regarding the City's parks and recreation programs, and interpret the policies and functions of the Board.
6. To encourage individuals, groups and organizations to donate money, property and manpower for the development, operation and improvement of the City's parks and recreation facilities.
7. To provide appropriate recognition to individuals, groups and organizations for contributions to the City's parks and recreation programs.
8. To appoint a suitable person, and the necessary assistants for that person, to take care of the City's parks and to fix their compensation, and to remove any of such appointees if the Board deems necessary.
9. To make recommendations to the City Council about the following:
 - a. policy formation, programming, legislation and use of park and recreation facilities and areas;

- b. effectiveness of the parks and recreation programs or facilities, including annual budgetary recommendations;
- c. rules and regulations (including any fees and charges) governing the conduct of persons and the use of all City park and recreational areas and facilities; and
- d. organization and implementation of a City-wide recreational program for all age groups.

ARTICLE III. ANNUAL REPORT

Section 1. Annual Report

On or before the second Monday in June of each year, the Park Board shall make an annual report to the City Council stating: (i) the condition as of the first day of May of that year of the park's properties and such other real and personal property as shall be from time to time entrusted to the Park Board; (ii) the various sums of money received from the park fund and other sources; (iii) the amount and purposes of expenditures from the park fund and other sources; and (iv) such other statistics, information and suggestions as the Board may deem of interest.

ARTICLE IV. BOARD

Section 1. Number and Qualifications

The Parks and Recreation Board shall consist of nine persons appointed by the Mayor with the approval of the City Council. Each member of the Board of Directors must be a resident of the City. No employee of the City and no elected or appointed official of the City shall be a member of the Board of Directors.

If practicable, each ward shall have at least two persons on the Board. In order to aid the Mayor in selecting persons for appointment to the Board, the Council members from a ward with a vacancy may jointly submit a list of up to three names from which the Mayor may make the final selection. The ninth member of the Board may be selected by the Mayor from names submitted to the Mayor by the Council members or from the citizens at large.

Section 2. Term of Office

Each member of the Board of Directors shall hold office for a term of three years and until his or her successor is appointed. Full terms of office shall commence on June 1 and shall be staggered so that approximately one-third of the members of the Board of Directors' terms shall commence each year.

Section 3. Compensation

Member of the Board of Directors shall not receive any salary or compensation for their services. They may, however, be reimbursed for out-of-pocket expenses incurred in accordance with established City policies.

Section 4. Resignation

A member of the Board of Directors may resign at any time by giving written notice of his/her resignation to the Mayor or the City Council.

Section 5. Removal

A member of the Board of Directors who is absent from three consecutive regular meetings of the Board or ~~six regular meetings of the Board~~ **twenty-five percent (25%) or more of the combined regular board meetings and publicly posted work sessions** in a period of one year shall automatically forfeit his/her position on the Board. All one-year periods shall be defined as

any twelve (12) month period of time. The Mayor may, with consent of the City Council, remove a member of the Board of Directors for misconduct or neglect of duty.

Section 6. Vacancies

Vacancies on the Board shall be filled by the Mayor with the consent of the City Council. A person appointed to fill a vacancy shall serve for the unexpired portion of his/her predecessor's term.

ARTICLE V. MEETINGS

Section 1. Meetings

Meetings of the Board and notices thereof shall conform to the requirements of Section 610.010 et seq. R.S.Mo (the open meeting law). Any member of the public who wants to address the Board at any meeting shall deliver to City Hall a completed Agenda Item Form at least four days prior to the meeting. At the discretion of the Park Board Chairman, a presentation or request may be allowed without prior written request. The Board shall keep written minutes of its meetings and distribute copies of those minutes to the City Manager and the City Council.

Section 2. Regular meetings

Regular meetings of the Board shall be held at such place and time within the City as the Board may from time to time designate. In the absence of any such designation, the regular meetings of the Board shall be held at the city's principal offices at 7:00 p.m. on the fourth Tuesday of each month.

Section 3. Special meetings

A special meeting of the Board may be called at any time by the Mayor, by the Chairman, or by five or more members of the Board of Directors, upon giving three day's notice, either personally or by mail.

Notice of any special meetings must be publicly posted at least twenty-four (24) hours in advance of the meeting. The Parks Director shall be given three (3) days notice of a special meeting and the Parks Director must notify all of the members of the Board of Directors of the special meeting.

Section 4. Quorum

At all meetings of the Board, a majority of the whole Board shall constitute a quorum for the transaction of business. If a quorum is not present, no business may be transacted; however, a work session may be held at the discretion of the members of the Board of Directors who are present. No official action may be taken at a work session.

Section 5. Voting

The act of a majority of the members of the Board of Directors present at any meeting at which there is a quorum to conduct business shall be the act of the Board.

When there is a reported or contended conflict of interest, the member of the Board of Directors shall refrain from voting, declaring the basis for his abstention. The abstention shall not be considered either a yes or no vote, and therefore shall be ignored in the counting of votes.

Section 5. Work Sessions

In addition to work sessions held pursuant to Section 4 above, work sessions may be scheduled from time to time by the Chairman or by five or more members of the Board of Directors upon giving of proper notice. No official action may be taken at a work session.

ARTICLE VI. OFFICERS

Section 1. Officers

At its first meeting after June 1 of each year, the Board shall elect, from among the members of the Board of Directors, a Chairman and a Vice-chairman and such other officers as the Board deems necessary and proper.

Section 2. Chairman

The Chairman shall preside at all meetings of the Board and represent the Board at all meetings with other groups or organizations. The Chairman shall, on behalf of the Board, make the annual report required by Article III of these Bylaws. The Chairman shall also from time to time communicate with the Mayor and City Council on the status of the City's parks and recreation programs. The Chairman shall also from time to time communicate with the local civic groups and organizations that use or contribute to the City's parks and recreation programs. In addition, the Chairman shall perform such other duties as are necessary incident to the office of Chairman.

Section 3. Vice-chairman

The Vice-chairman shall act in the capacity of the Chairman in the event of the Chairman's absence, disability or death and shall perform such other specific duties as may be assigned to him/her by the Chairman or the Board.

ARTICLE VII. COMMITTEES

The Board may from time to time establish such committees as it deems necessary or appropriate, with such powers and duties as the Board designates. The chairman of each committee, who shall be a member of the Board of Directors, and the members of the committee shall be appointed by the Chairman with the approval of the Board. A majority of the members of any committee established pursuant to this section shall constitute a quorum for the transaction of business at any meeting of that committee.

Notice of any committee meeting must be publicly posted at least twenty-four (24) hours in advance of said meeting.

A committee shall not have the power to implement any policy or expend any funds but shall submit its findings and recommendations to the Board for the Board's consideration.

ARTICLE VIII. GENERAL

Section 1. Fiscal Year

The fiscal year of the Board shall be the same as that established from time to time for the City.

Section 2. Amendments

The Board may amend these bylaws from time to time as it deems necessary, provided such amendments are not inconsistent with the Revised Statutes of Missouri, the City Charter, or the City Code.



MISCELLANEOUS ITEMS

- October 23, 2018 - Work Session Notes
- Status of Capital Improvements



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

Tuesday, October 23, 2018

**6:00PM - Executive Conference Room
City Hall
100 Municipal Circle
Raymore, Missouri 64083**

Members Present: Chairman Trautman, Members: Bartow, Cipolla, Eastwood, Harris, Heath, Houdyshell, Seimears and Supple.

Staff Present: Director Musteen, Parks Superintendent Rulo and Recreation Superintendent McLain,

Call to Order: Chairman Trautman called the meeting to order at 6:01 pm.

1. Parks & Recreation Bylaws

- i. Director Musteen gave a brief staff report on why this topic has been brought up for discussion.
- ii. Recommendation on language changes to amend the bylaws were discussed by the board. Several scenarios were discussed on the pros and cons of amending the bylaws.
- iii. Staff was directed to present at the next Park Board Meeting a proposal to amend the bylaws to reflect:

Section 5. Removal

A member of the Board of Directors who is absent from three consecutive regular meetings of the Board or ~~six regular meetings of the Board~~ twenty-five percent (25%) or more of the combined regular board meetings and publicly posted work sessions in a period of one year shall automatically forfeit his/her position on the Board. All one-year periods shall be defined as any twelve (12) month period of time. The Mayor may, with consent of the City Council, remove a member of the Board of Directors for misconduct or neglect of duty.

2. Sub-Committees

- i. Chairman Trautman informed the Board that he has directed staff to remove the "sub-committee" categories from the agenda.
- ii. The past year has been very busy and the sub-committee meeting schedule has not been needed. All Board Members were invited to participate in the sub-committees even if they were not appointed to the committee anyway, therefore the need for the committees was not required.
- iii. Discussion ensued - the Park Board agreed to remove the sub-committees from the agenda.
- iv. The Park Board By-laws does give provision to form a sub-committee when necessary under Article VII.

3. T.B.Hanna

- i. Director Musteen presented the design and layout of the sprayground and playground at T.B. Hanna Station.
- ii. This new design was created by Unlimited Play and will be another all-inclusive area of our park system. This new all-inclusive area is a result of the \$135,000 donation by Variety KC.

4. Adjournment

- a. The meeting adjourned at 6:55 pm.

Status of Park & Recreation Capital Improvements

11/27/2018

2019 Projects

- Recreation Park Ballfield Lights: Installation of lighting on fields 1 and 2 at Recreation Park. *Park Sales Tax Fund, \$90,000 (NM)*
 - RFP is posted
 - Pre-Bid: November 28 & 29
 - Bid Opening: December 5
- Recreation Park Pond: This project would involve an environmental analysis in the first year. The information gathered will provide guidance for the removal of sediment in the pond and cleaning up around the area making it easier to fish and more aesthetically pleasing. *Park Sales Tax Fund, \$10,000 (NM)*
 - Study is Complete: August 2018
 - RFP is posted
 - Pre-Bid: November 29 & 30
 - Bid Opening: December 7
- Memorial Park Trail Lights: The purchase and installation of light pole replacements in the Arboretum at Memorial Park. *Park Sales Tax Fund, \$26,000 (NM)*
- Memorial Park Playground Improvements: The replacement of the old playground equipment north of the West Shelter at the Arboretum. *Park Sales Tax Fund, \$48,000 (NM)*

2018 Projects

- Recreation Park Picnic Pavilion: This project would involve the demolition of the existing park house and site restoration and create an additional picnic pavilion with restrooms and special event storage. *Park Sales Tax Fund, \$210,000 (NM)*
 - Park House Demo
 - Pre-Bid: December 12 & 13
 - Bid Opening: December 20
- Recreation Park Pedestrian Bridge Replacement: This project would involve the replacement of the current bridge and construction of new pedestrian crossing to the east connecting Moon Valley and Recreation Park. *Park Sales Tax Fund, \$55,000 (NM)*
 - Contract - Park Board Approval - November 27, 2018

2017 Projects

- Trail Lighting: This project involves a systematic study of costs, safety and needs assessment prioritizing the installation of lights along the trail system in the Parks and Recreation Department. *Park Sales Tax Fund, \$100,000 (NM)*
 - Project on hold

2016 Projects

- Hawk Ridge Park Phase (I-b) ADA Dock: This project involves the purchase and installation of an ADA dock in Johnston Lake at the park. Staff worked with CAPS (Community Assistance Program) with the Missouri Department of Conservation seeking opportunities for grants and partnerships to obtain additional funding. The Council and Park Board approved an updated agreement in which the MO Department of Conservation will provide assistance with this project and other amenities totalling 75% of total project costs with a maximum of \$178,000. In addition, a 50 ft long fishing jetty will be added to the overall fishing access portion of the project. *Parks Sales Tax Fund, \$45,000 (NM)*
 - Construction is underway
 - Completion - Winter 2018/2019
- Hawk Ridge Park Phase (I-c) Restroom: This project would involve the installation of a restroom facility at the park. This project has been partnered with the ADA Dock listed above and is also being completed and jointly funded under the CAPS agreement. *Park Sales Tax Fund, \$90,000 (NM)*
 - Construction is underway
 - Completion - Winter 2018/2019

2015 Projects

- Hawk Ridge Park Walking Trail - Lake Loop
This trail will be a concrete path that is 4" in depth and 10' in width that loops around the perimeter of Johnston Lake. This project was initially delayed and has been partnered with the ADA Dock listed above. The loop trail is also partially funded under the CAPS agreement. *Park Sales Tax Fund, \$160,000; (NM)*
 - Construction is underway
 - Completion - Winter 2018/2019

Bond Projects

- HAWK RIDGE PARK Projects
 - Construction is underway
 - Completion - Winter 2018/2019

Hawk Ridge Park - Additional Signage: The final phase of the Hawk Ridge Park Master Plan calls for park signage that includes monument entrance signs, facility signs, trail and wayfinding signage, furnishings and other features that will enhance the park experience.

Hawk Ridge Park - Amphitheater: Located on the east side of Johnston Lake in Hawk Ridge Park, the amphitheater is the focal point of the HRP Master Plan and would be the facility for theater, musical performances and other community arts programming. This project involves other amenities that include additional parking, restrooms, trail enhancements, infrastructure and grading work.

Hawk Ridge Park - Parking lot expansion & ADA Playground: This phase of the Hawk Ridge Park improvements include an all-inclusive playground, parking and infrastructure expansion on the north-west side of Johnston Lake.

- T.B Hanna Station Park - Splash Park/Skate Rink: T.B. Hanna Station will gain a number of new amenities that would join the newly opened Depot shelter. Included in this project would be a spray water park, community ice rink and playground.
 - Design/Consultant Contract before the Park Board (1/23/18)
 - Design/Consultant Contract before the City Council (1st Read/Feb 12 - 2nd Read/Feb 26)
 - Design underway - April 2018
 - Bidding documents and project design is underway

All Inclusive Playground

Hawk Ridge Park will be home to Cass County's first and only ALL-Inclusive Playground. Designed by Unlimited Play and funded by the Raymore Community, this playground will be a destination play area for people of all abilities and nestled in the newly updated Hawk Ridge Park.

- Fundraising is underway