

## **AGENDA**

Raymore City Council Regular Meeting  
City Hall – 100 Municipal Circle  
Monday, September 14, 2020

7:00 p.m.

- 1. Call to Order.**
- 2. Roll Call.**
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**
  - State of the City Address - Mayor Turnbow
- 5. Personal Appearances.**
- 6. Staff Reports.**
  - A. Development Services (pg 9)
  - B. Monthly Court Report (pg 15)
  - C. Police/Emergency Management

**7. Committee Reports.**

**8. Consent Agenda.**

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

- A. City Council Minutes, August 24, 2020 (pg 19)
- B. Appointment of Reginald Townsend to the Belton-Raymore Transportation Development District (TDD)

Reference: - Resolution 20-48 (pg 29)

This Resolution appoints Reginald Townsend to fill the unexpired term and following term of Jay Holman to the Belton-Raymore TDD.

C. Acceptance and Final Pay - Recreation Park Playground

Reference: - Resolution 20-49 (pg 31)

The Director of Parks and Recreation has determined that the project has been satisfactorily completed in accordance with the project specifications.

D. Adoption of the Regional Multi-Hazard Mitigation Plan

Reference: - Resolution 20-50 (pg 33)  
- Mitigation Plan Summary (pg 35)  
- Mitigation Goals & Actions (pg 36)

The Council is required to adopt a Resolution affirming the City's participation in the Mid-America Regional Council's Multi-Hazard Mitigation Plan.

**7. Unfinished Business. Second Reading.**

A. Award of Contract - North Foxridge Drive Safe Routes to School (SRTS)

Reference: - Agenda Item Information Sheet (pg 41)  
- Bill 3558 (pg 43)  
- Contract (pg 45)  
- Map (pg 163)

Staff recommends awarding the contract to Amino Brothers Company, Inc. for the North Foxridge Drive Safe Routes To Schools Project.

City Council, 08/24/2020: Approved 8-0
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B. Award of Contract - Johnston Lake Fountain

Reference: - Agenda Item Information Sheet (pg 165)  
- Bill 3567 (pg 167)  
- Contract (pg 169)

Staff is presenting a recommendation for the purchase and installation of a fountain for Johnston Lake with Brinton Electric Company. The contract includes an alternate bid for electrical work associated with a piece of public art at Hawk Ridge Park.

<ul style="list-style-type: none"><li>• Parks and Recreation Board, 08/11/2020: Approved 7-0</li><li>• City Council, 08/24/2020: Approved 8-0</li></ul>
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C. Replat of Prairie View of The Good Ranch

Reference: - Agenda Item Information Sheet (pg 205)  
- Bill 3566 (pg 207)  
- Staff Report (209)

- Final Plat (pg 215)

Good-Otis LLC is requesting a replat of Prairie View of The Good Ranch subdivision to modify an easement that crosses through the subdivision.

- Planning and Zoning Commission, 08/18/2020: Approved 7-0
- City Council, 08/24/2020: Approved 8-0

## **8. New Business. First Reading.**

### **A. Oak Ridge Farms Rezoning R-1 to PUD (public hearing)**

- Reference:
- Agenda Item Information Sheet (pg 219)
  - Bill 3570 (pg 221)
  - Staff Report (pg 223)
  - Preliminary Plan (pg 233)
  - Memorandum of Understanding (pg 235)
  - Planning and Zoning Commission minutes excerpt (pg 247)

Sean Seibert, representing CT Midland, is requesting a reclassification of zoning of 23.8 acres, located east of N. Washington Street and north of the Ramblewood Subdivision, from "R-1" Single Family Residential District to "PUD" Planned Unit Development District.

- Planning and Zoning Commission, 08/04/2020: Approved 8-0

### **B. Award of Contract - Auditor**

- Reference:
- Agenda Item Information Sheet (pg 249)
  - Bill 3568 (pg 251)
  - Contract (pg 253)
  - Bid Forms (pg 265)

The City retains the services of an auditor to obtain independent audits of the City's financial statements. Staff recommends that Dana F. Cole & Company, LLP be retained to act as the City's independent auditor for the next three years.

### **C. Award of Contract - Financial Advisor**

- Reference:
- Agenda Item Information Sheet (pg 275)
  - Bill 3569 (pg 277)
  - Contract (pg 279)

The City retains the services of a financial advisor to assist the City in identifying capital financing alternatives and planning its debt program. Staff recommends that Piper, Sandler & Company be retained to act as the City's

independent financial advisor for the next three years.

D. Award of Contract - Ward Road Surveying

Reference: - Agenda Item Information Sheet (pg 287)  
- Bill 3571 (pg 289)  
- Contract (pg 291)

Staff recommends approval of Bill 3571 awarding a contract to Olsson and Associates for the Ward Road surveying. This project will provide survey information that will be incorporated into the design of Ward Road.

E. Raymore Community Foundation Meeting

Reference: - Agenda Item Information Sheet (pg 307)  
- Raymore Community Foundation Agenda (pg 309)  
- Minutes, 2020-01-13 (pg 310)  
- Resolution 20-01 (pg 312)  
- Artist Proposal (pg 313)

As outlined in the Raymore Community Foundation's Donation and Disbursement Policy, the Board of Directors is required to approve disbursements of \$10,000 or more. This disbursement will help fund the approved public art piece approved by the Arts Commission. The public art piece will be located at Hawk Ridge Park just to the north of the amphitheater, a location approved by the Parks & Recreation Board. The Foundation Board will also need to approve minutes from its previous meeting.

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

**12. Mayor/Council Communication.**

**13. Adjournment.**

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Items provided under "Miscellaneous" in the Council Packet:

- City Council Work Session notes, 08/17/2020 (pg 321)
  - Planning and Zoning Commission minutes, 08/18/2020 (pg 323)
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**EXECUTIVE SESSION (CLOSED MEETING)**

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

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

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

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

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



# Staff Reports





## MONTHLY REPORT AUGUST 2020

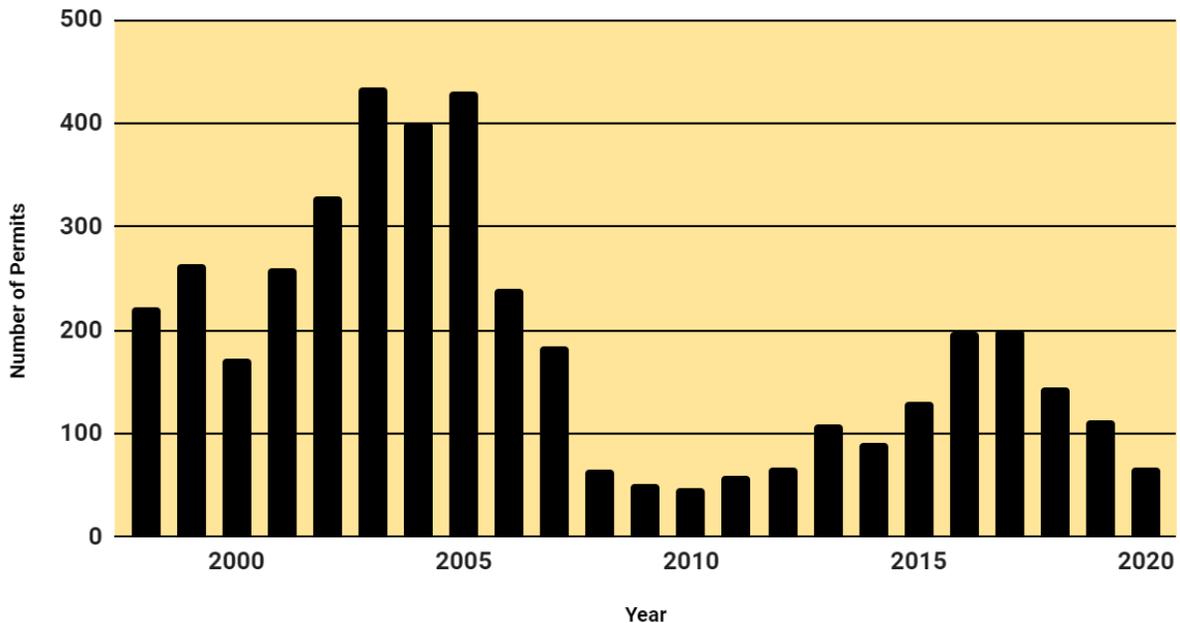
### Building Permit Activity

Type of Permit	Aug 2020	2020 YTD	2019 YTD	2019 Total
Detached Single-Family Residential	11	68	90	113
Attached Single-Family Residential	0	14	0	26
Multi-Family Residential	0	396	0	0
Miscellaneous Residential (deck; roof)	147	904	505	720
Commercial - New, Additions, Alterations	0	10	14	18
Sign Permits	1	21	33	54
<b>Inspections</b>	<b>Aug 2020</b>	<b>2020 YTD</b>	<b>2019 YTD</b>	<b>2019 Total</b>
Total # of Inspections	444	3,145	2,536	3,858
<b>Valuation</b>	<b>Aug 2020</b>	<b>2020 YTD</b>	<b>2019 YTD</b>	<b>2019 Total</b>
Total Residential Permit Valuation	\$3,536,000	\$20,317,400	\$21,729,200	\$34,498,600
Total Commercial Permit Valuation	\$0.00	\$39,045,300	\$1,782,800	\$1,822,300

***Additional Building Activity:***

- Construction continues on the Compass Health office building.
- Vertical construction began on the clubhouse at The Lofts of Fox Ridge apartment community. Foundation and slab work continues on the residential apartment buildings.
- Construction continues on the installation of the extension of Dean Avenue and for sanitary sewer main extension to serve the proposed Van Trust Industrial development at the southwest corner of Dean Avenue and North Cass Parkway.

### Single Family Building Permits



## Code Enforcement Activity

Code Activity	Aug 2020	2020 YTD	2019 YTD	2019 Total
Code Enforcement Cases Opened	64	442	431	642
<i>Notices Mailed</i>				
- Tall Grass/Weeds	11	88	111	135
- Inoperable Vehicles	27	130	65	138
- Junk/Trash/Debris in Yard	10	68	94	146
- Object placed in right-of-way	2	6	13	14
- Parking of vehicles in front yard	4	15	8	13
- Exterior home maintenance	1	40	19	41
- Other (trash at curb early; signs; etc)	0	4	2	2
Properties mowed by City Contractor	10	59	52	71
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	1	2	8	10
Signs in right-of-way removed	42	343	190	370
Violations abated by Code Officer	13	105	77	126

## Development Activity

### Current Projects

- Park Side Subdivision, 155 acres south of 163rd Street, west of North Madison, rezoning from Agricultural to R-1P (Single-Family Planned Residential District)
- Oak Ridge Farms Subdivision, 23 acres north of Ramblewood, south of Heritage Hills at the extension of Pine Street, rezoning from R-1 (Single-Family Residential) to Planned Unit Development
- Scooter’s Coffee site plan
- Saddlebrook Subdivision, rezoning 65 acres from R-1P (Single-Family Residential Planned District) to R-2P (Single and Two-Family Residential Planned District)

	As of Aug 31, 2020	As of Aug 31, 2019	As of Aug 31, 2018
Homes currently under construction	529 (396 Lofts Apartments)	145	211
Total number of Undeveloped Lots Available (site ready for issuance of a permit for a new home)	293	339	394
Total number of dwelling units in City	8,766	8,617	8,421

## Actions of Boards, Commission, and City Council

### City Council

#### **August 3, 2020 work session**

- Presentation on request for letter of support for Missouri Housing Development Commission tax credit funding on proposed Grant Park Villas

#### **August 10, 2020**

- Approved a letter of support for Missouri Housing Development Commission tax credit funding on proposed Grant Park Villas, a 48-unit age-restricted apartment community
- Approved on 1st reading the Dean Avenue Extension Right-of-way Final Plat

#### **August 24, 2020**

- Approved on 2nd reading the Dean Avenue Extension Right-of-way Final Plat
- Approved a 1-year extension to the expiration date of the Timber Trails Preliminary Plat
- Approved on 1st reading the Replat of Prairie View of The Good Ranch

## **Planning and Zoning Commission**

### **August 4, 2020**

- Recommended approval of the Dean Avenue Extension Right-of-Way Final Plat
- Recommended approval of the rezoning 23 acres from R-1 (Single-Family Residential) to PUD (Planned Unit Development) to allow for the expansion of the Oak Ridge Farms Subdivision

### **August 18, 2020**

- Recommended approval of the Replat of Prairie View of The Good Ranch

## **Upcoming Meetings – September & October**

### **September 1, 2020 Planning and Zoning Commission**

- FY 2021-2025 Capital Improvement Program (public hearing)
- 32nd Amendment to the Unified Development Code - small wireless facilities (public hearing)

### **September 14, 2020 City Council**

- 1st reading, Oak Ridge Farms Subdivision, rezoning R-1 to PUD (public hearing)
- 2nd reading, The Prairie of The Good Ranch

### **September 15, 2020 Planning and Zoning Commission**

- Park Side Subdivision rezoning A to R-1P (public hearing)
- Scooter's Site Plan

### **September 15, 2020 Board of Adjustment**

- Front yard setback variance for home proposed on Edgewater at Creekmoor Sixth Plat Lot 206

### **September 28, 2020 City Council**

- 1st reading, 32nd amendment to the Unified Development Code - small wireless facilities (public hearing)
- 1st reading, Park Side Subdivision rezoning A to R-1P (public hearing)
- 2nd reading, Oak Ridge Farms Subdivision, rezoning R-1 to PUD
- Request for Resolution of Support for Missouri Housing Development Commission tax credit funding on a proposed 60-unit age-restricted community on 9+ acres located on the east side of Johnston Parkway, north of 58 Highway.

### **October 6, 2020 Planning and Zoning Commission**

- Rezoning of 65 acres located north of Hubach Hill Road, east of Stonegate Subdivision, from R-1P (Single-Family Residential Planned District) to R-2P (Single and Two-Family Residential Planned District) to allow for the proposed Saddlebrook Subdivision (public hearing)

### **October 12, 2020 City Council**

- Sidewalk gaps on residential lots (public hearings)
- 2nd reading, 32nd amendment to the Unified Development Code - small wireless facilities
- 2nd reading, Park Side Subdivision rezoning A to R-1P

### **October 20, 2020 Planning and Zoning Commission**

- 33rd Amendment to the Unified Development Code, misc. Items from 2020 Annual UDC review (public hearing)

### **October 26, 2020 City Council**

- 1st reading, Saddlebrook rezoning R-1P to R-2P (public hearing)
- Resolution to authorize City Staff to install sidewalk on the undeveloped lots meeting the required threshold to create a neighborhood sidewalk network

## **Department Activities**

- Director Jim Cadoret and City Planner Katie Jardieu participated in a Zoom meeting of participating communities in the Communities for All Ages Initiative.
- Building Inspectors have been busy with the continued influx of miscellaneous building permits for roof replacements, decks, and other minor home improvement projects. As of August 31, 904 miscellaneous permits have been issued, a 56% increase over last year.
- Site work commenced on the installation of a new private access drive to the Raymore Galleria North commercial area. The drive will be located to the east of the Belfonte Car Wash and provide access to the commercial pad sites east of the drive and the commercial land area to the north. This access drive was approved in 2010 as part of the Raymore Galleria North development.
- Staff finalized its research and preparation of the 32nd amendment to the Unified Development Code regarding the installation of small wireless facilities in the public right-of-way and upon private property.
- Director Jim Cadoret met with the Brookside Homeowners Association Board to discuss the trailhead park under construction on Bristol Drive and the proposed Saddlebrook subdivision south of Bristol Drive.
- 21 residents attended a Good Neighbor meeting for the proposed rezoning of 65+ acres from "R-1P" Single-Family Residential Planned District to "R-2P" Single and Two-Family Residential Planned District to allow for the [Saddlebrook Subdivision](#), located north of Hubach Hill Road and east of Stonegate Subdivision. The Planning and Zoning Commission will consider the request on Oct. 6.
- A site plan application was filed to locate a Scooter's Coffee on the north side of 58 Highway, immediately west of Foxwood Springs. Staff met with the applicant and project engineers and commenced review of the plan.

- Randy Bryant filed a request for a variance to the front yard setback requirement along Granton Lane for a proposed home to be located at the southeast corner of Granton Lane and Bridgeshire Drive. The Board of Adjustment will consider the request on Sept. 15.
- Vertical construction has commenced on the clubhouse for [The Lofts at Fox Ridge](#) apartment community on Fox Ridge Drive. Vertical construction on the first of the apartment buildings will start in September.

- Construction continues on the Pinnacle Homes Universal Design house on Lasley Branch Court. In 2019, the City of Raymore contracted with Pinnacle Homes to facilitate and construct a home that incorporates Universal Design principles, including zero-entry, larger doorways and other behind-the-scenes accessible details to help residents remain in their home as life changes.



- Staff continued work on finalizing the 33rd amendment to the Unified Development Code. This amendment incorporates changes discussed as part of the annual review of the UDC.
- Staff commenced research on several topics for future consideration by the Commission and/or City Council, including the parkland dedication requirement; the emergency warning siren fee paid by new development; and building permit fees charged for large scale industrial developments.

## GIS Activities

- Configured additional (75+) layers (.lyrs) for desktop users
- Continued to build Enterprise services for Portal users and create items
- Experimented with AGO layer views (trails & parks) for improving workflow
- Improvement of web applications used to manage operational layers by department, starting with planning & zoning, development services
- Improved topology (spatial relationships between layers) for lots, right of way, buildings, address points and subdivisions
- Technical committee meeting for KC Metro GIS
- Database server administrative tasks/backups & support for ArcGIS enterprise upgrade
- Creation of dataset and information as requested
- Reporting of assets as requested for operations
- Server side scripting to improve user experience - employment of esri/identity/credential methods

## Municipal Division Summary Reporting

### 17th Judicial Circuit - Cass County - Raymore Municipal Division

#### I. COURT INFORMATION

<b>Reporting Period:</b>		
August	2020	<b>Court activity occurred in reporting period: Yes</b>
<b>Clerk's Physical Address:</b>	<b>Mailing Address:</b>	<b>Vendor</b>
100 Municipal Circle Raymore, MO 64083	100 Municipal Circle Raymore, MO 64083	Incode (Tyler Technologies)
<b>Telephone Number:</b>	<b>Fax Number:</b>	
(816) 331-1712		
<b>Prepared by:</b>	<b>Prepared by E-mail Address:</b>	<b>Municipal Judge(s) Active During Reporting Period:</b>
Donna Furr-Court Administrator	donna.r.furr@courts.mo.gov	Ross Nigro

II. MONTHLY CASELOAD INFORMATION	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
<b>A. Cases (citations / informations) pending at start of month</b>	45	1,265	682
<b>B. Cases (citations / informations) filed</b>	6	154	51
<b>C. Cases (citations / informations) disposed</b>			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court / bench trial - GUILTY	0	1	0
3. court / bench trial - NOT GUILTY	0	1	3
4. plea of GUILTY in court	4	90	28
5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	31	6
6. dismissed by court	0	0	0
7. nolle prosequi	3	15	10
8. certified for jury trial (not heard in the Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	7	138	47
<b>D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]</b>	44	1,281	686
<b>E. Trial de Novo and / or appeal applications filed</b>	0	0	0

III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period:	103	Does court staff process parking tickets? Yes	
2. # Served/withdrawn during reporting period:	65	1. # Issued during reporting period:	0
3. # Outstanding at end of reporting period:	1,506		

V. DISBURSEMENTS	
<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>	
Fines – Excess Revenue	\$11,332.00
Clerk Fee – Excess Revenue	\$1,221.38
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$37.74
Bond forfeitures (paid to city) – Excess Revenue	\$350.00
<b>Total Excess Revenue</b>	<b>\$12,941.12</b>
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>	
Fines – Other	\$6,921.00
Clerk Fee – Other	\$642.75
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	\$154.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$1,098.02
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$19.24
Law Enforcement Training (LET) Fund surcharge	\$310.69
Domestic Violence Shelter surcharge	\$623.50
Inmate Prisoner Detainee Security Fund surcharge	\$310.68
Sheriffs' Retirement Fund (SRF) surcharge	\$0.00
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) – Other	\$110.00
<b>Total Other Revenue</b>	<b>\$10,189.88</b>
<b>Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.</b>	
DUI	\$300.00
<b>Total Other Disbursements</b>	<b>\$300.00</b>
<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	<b>\$23,431.00</b>
Bond Refunds	\$246.50
<b>Total Disbursements</b>	<b>\$23,677.50</b>

# **Consent Agenda**



**THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION MONDAY, AUGUST 24, 2020 AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE, CIRCO, HOLMAN, JACOBSON, AND TOWNSEND, CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, DEPUTY CITY CLERK ERICA HILL, AND STAFF MEMBERS.**

- 1. Call To Order.** Mayor Turnbow called the meeting to order at 7:00 p.m.
- 2. Roll Call.** Deputy City Clerk Erica Hill called roll; quorum present to conduct business.
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**
- 5. Personal Appearances.**

Rick Bryant withdrew his personal appearance request prior to the meeting.

**6. Staff Reports.**

Public Works Director Mike Krass reviewed the staff report included in the Council packet. He thanked those that attended the ribbon cutting for Westgate Drive and provided an update on upcoming projects.

Parks and Recreation Director Nathan Musteen reviewed the staff report included in the Council packet. He announced Jimmy Gibbs has joined the staff as Recreation Facility Superintendent. He noted that fall sports start this week. The Park Board work session on August 25 will include a tour of the new amenities at TB Hanna. He answered questions from Council.

Communications Manager Melissa Harmer updated the Council on Arts Commission activities. Two subdivisions have received grants from the Arts Commission to register and install two Little Free Libraries. They have approved the final sculpture for Hawk Ridge Park to be placed near the amphitheater and it is ready to be presented to the Park Board. Loren Jones is presenting to the School Board a \$2,500 donation for the Arts program in the Raymore School District. She noted that the timeline of G.O. Bond projects will be made available on the website in the coming weeks. She answered questions from Council.

City Manager Jim Feuerborn announced the next meeting is a regular meeting on September 14. The weekly police report delivered to the Council will be supplemented with information on COVID cases.

**7. Committee Reports.**

**8. Consent Agenda.**

**A. City Council Regular Meeting Minutes, August 10, 2020**

**B. Resolution 20-47: Disposal of Surplus Property**

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

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

**9. Unfinished Business. Second Readings.**

**A. Setting the 2020 Tax Levy**

**BILL 3563: "AN ORDINANCE PURSUANT TO SECTION 67.110 OF THE REVISED STATUTES OF MISSOURI LEVYING GENERAL AND SPECIAL TAXES IN THE CITY OF RAYMORE, MISSOURI, FOR THE YEAR 2020."**

Deputy City Clerk Erica Hill conducted the second reading of Bill 3563 by title only.

**MOTION:** By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3563 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3563 as **Raymore City Ordinance 2020-043.**

**B. Establishing a Stop Sign**

**BILL 3560: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ESTABLISHING A STOP SIGN WITHIN THE CITY LIMITS OF RAYMORE, CASS COUNTY, MISSOURI."**

Deputy City Clerk Erica Hill conducted the second reading of Bill 3560 by title only.

**MOTION:** By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3560 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3560 as **Raymore City Ordinance 2020-044.**

**C. Award of Contract - Willowind Gravity Sewer**

**BILL 3561: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BREIT CONSTRUCTION, LLC FOR THE WILLOWIND GRAVITY SEWER PROJECT, CITY PROJECT NUMBER 20-345-201, IN THE AMOUNT OF \$159,779.00 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."**

Deputy City Clerk Erica Hill conducted the second reading of Bill 3561 by title only.

**MOTION:** By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3561 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye

Councilmember Jacobson	Aye
Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3561 as **Raymore City Ordinance 2020-045.**

**D. Award of Contract - 2020 Stormwater Improvements**

**BILL 3562: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH J RICHARDSON CONSTRUCTION FOR THE 2020 STORMWATER IMPROVEMENTS PROJECT, CITY PROJECT NUMBER 20-350-201, IN THE AMOUNT OF \$67,464.20 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."**

Deputy City Clerk Erica Hill conducted the second reading of Bill 3562 by title only.

**MOTION:** By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3562 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3562 as **Raymore City Ordinance 2020-046.**

**E. Dean Avenue Extension Right-of-Way Final Plat**

**BILL 3564: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE DEAN AVENUE EXTENSION ROW 1ST PLAT, LOCATED SOUTH OF NORTH CASS PARKWAY, RAYMORE, CASS COUNTY, MISSOURI."**

Deputy City Clerk Erica Hill conducted the second reading of Bill 3564 by title only.

**MOTION:** By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3564 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3564 as **Raymore City Ordinance 2020-047**.

## **10. New Business. First Readings.**

### **A. Amending the Schedule of Fees (public hearing)**

#### **RESOLUTION 20-46: "A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE SCHEDULE OF FEES."**

Deputy City Clerk Erica Hill conducted the reading of Resolution 20-46 by title only.

Mayor Turnbow opened the public hearing at 7:16 p.m. and called for a staff report.

Finance Director Elisa Williams provided a review of the staff report included in the Council packet. The License Tax Review Committee met on June 24 to review the 2019 Annual Report and voted unanimously to recommend to the City Council that it increase the current license tax rate by the CCI (construction cost index) for January 2020 of 1.65%, effective November 1, 2020.

City Manager Jim Feuerborn noted the reduction in the proposed increase to sewer fees due to negotiations with Little Blue Valley Sewer District.

Mayor Turnbow opened the floor for public comment and hearing none, closed the public hearing at 7:19 p.m.

**MOTION:** By Councilmember Townsend, second by Councilmember Holman to approve the reading of Resolution 20-46 by title only.

**DISCUSSION:** Councilmember Holman thanked staff for their work.

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye

Councilmember Holman	Aye
Councilmember Jacobson	Aye
Councilmember Townsend	Aye

## **B. 9Round-Revocation of Occupational License (hearing)**

Mayor Turnbow opened the hearing at 7:21 p.m. and called for a staff report.

Deputy City Clerk Erica Hill provided a review of the staff report included in the Council packet. The City of Raymore received notification dated July 15, 2020, from the Missouri Department of Revenue that the Missouri retail sales tax license has been revoked for C&M R Fitness LLC dba 9Round, located at 824 W. Foxwood Drive, owned by Jason Rains. In accordance with City Code Section 605.010(B)(2)(b) Mid-year Suspension, the business was notified on July 21, 2020, by regular mail, hand delivery, and certified mail of the suspension of their occupational license. As the business failed to comply with Section 605.010(B)(2)(b), the business was notified on August 4, 2020, giving notice of this hearing to determine revocation of the occupational license for C&M R Fitness LLC dba 9Round under City Code Section 605.040(B)(2)(b) Revocation. The occupational license for C&M R Fitness LLC dba 9Round is presented to Council for a decision with respect to the revocation of the license.

Mayor Turnbow opened the hearing at 7:23 p.m. to the applicant for comment, and hearing none, closed the hearing.

**MOTION:** By Councilmember Townsend, second by Councilmember Holman to approve the revocation of the occupational license of C&M R Fitness LLC dba 9Round located at 824 W. Foxwood Drive.

**DISCUSSION:** Councilmember Berendzen asked the procedure if the license is revoked. City Attorney Jonathan Zerr stated that the business will receive notice of revocation of the license per City Code Section 605.040(D). If the business remains in operation, the matter will be sent to Municipal Court or the City can seek injunctive relief through Cass County Circuit Court.

Mr. Feuerborn stated the State of Missouri has already revoked the retail sales tax license, so this is an administrative matter. If necessary, he recommends the matter proceed through Municipal Court before seeking relief through Circuit Court.

Staff answered questions from Council.

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye

Councilmember Jacobson      Aye  
Councilmember Townsend      Aye

**C. Timber Trails Subdivision Preliminary Plat Extension**

**RESOLUTION 20-45: "A RESOLUTION OF THE RAYMORE CITY COUNCIL APPROVING THE EXTENSION OF THE PRELIMINARY PLAT FOR TIMBER TRAILS SUBDIVISION"**

Deputy City Clerk Erica Hill conducted the reading of Resolution 20-45 by title only.

Development Services Director Jim Cadoret provided a review of the staff report included in the Council packet. Aaron Schmidt, representing Hunt-Midwest, is requesting a one-year extension to the expiration date of the preliminary plat for Timber Trails subdivision. As Hunt-Midwest continues discussion on the next steps for residential development in Timber Trails, the City desires to construct Johnston Drive between Dean Avenue and the Outer Road. The approved preliminary plat reflects this proposed road connection. Extension of the preliminary plat will enable the City to prepare a final plat drawing to secure the right-of-way necessary for the road segment to be constructed.

Councilmember Holman inquired on recent building activity in the subdivision and if the construction of Johnston Drive could impact such activity. Mr Cadoret stated that there hasn't been any activity and that construction of Johnston Drive opens up additional access and land area that he anticipates assisting in pushing development forward.

**MOTION:** By Councilmember Townsend, second by Councilmember Holman to approve the reading of Resolution 20-45 by title only.

**DISCUSSION:** None

**VOTE:**

Councilmember Abdelgawad	Aye
Councilmember Barber	Aye
Councilmember Berendzen	Aye
Councilmember Burke, III	Aye
Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Jacobson	Aye
Councilmember Townsend	Aye

**D. Award of Contract - North Foxridge Drive Safe Routes to School (SRTS)**

**BILL 3558: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AMINO BROTHERS COMPANY, INC FOR THE NORTH FOXRIDGE DRIVE SAFE ROUTES TO SCHOOLS PROJECT, PROJECT NUMBER TAP-3301(526), IN THE**

**AMOUNT OF \$114,618.70 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”**

Deputy City Clerk Erica Hill conducted the first reading of Bill 3558 by title only.

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. This project is being funded through an 80/20 Safe Routes to School Grant through MARC. It will extend a sidewalk along the east side of Foxridge Drive from Drake Lane to Creekmoor Drive. Amino Brothers Company, Inc. was determined to be the lowest and best bidder. Staff recommends the contract for the North Foxridge Drive Safe Routes To Schools project to be awarded to Amino Brother Company, Inc. in the amount of \$114,618.70.

Councilmember Berendzen asked the width of the sidewalk. Mr. Krass stated it is a 5 foot sidewalk.

**MOTION:** By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3558 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

**E. Award of Contract - Johnston Lake Fountain**

**BILL 3567: “AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BRINTON ELECTRIC COMPANY FOR THE JOHNSTON LAKE FOUNTAIN, PROJECT NUMBER 20-343-701, IN THE AMOUNT OF \$26,020 INCLUDING AN ALTERNATE BID FOR COMMUNITY ART ELECTRICAL SERVICE IN THE AMOUNT OF \$3,467 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”**

Deputy City Clerk Erica Hill conducted the first reading of Bill 3567 by title only.

Parks and Recreation Director Nathan Musteen provided a review of the staff report included in the Council packet. The FY2020 Capital Improvement Plan includes the purchase and installation of a fountain in Johnston Lake at Hawk Ridge Park. The fountain is to include aeration diffusers to help with the water quality of the lake and will be

installed in the center of the lake. An alternate bid was included in the RFP to install electrical service to a future public art piece to be installed and paid for by the Arts Commission. Staff recommends award of contract to Brinton Electric Company in the amount of \$29,487.

**MOTION:** By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3567 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

#### **F. Replat of Prairie View of The Good Ranch**

**BILL 3566: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE FINAL PLAT OF THE PRAIRIE OF THE GOOD RANCH LOTS 1 THRU 65 AND TRACTS "A" THRU "F", A REPLAT OF THE PRAIRIE VIEW OF THE GOOD RANCH SUBDIVISION."**

Deputy City Clerk Erica Hill conducted the first reading of Bill 3566 by title only.

Development Services Director Jim Cadoret provided a review of the staff report included in the Council packet. David Otis, representing Good-Otis LLC, is requesting approval of The Prairie of the Good Ranch, a replat of the existing Prairie View of the Good Ranch subdivision. The replat is necessary due to a requirement from Southern Star to increase width of the easement for the pipeline that crosses through the subdivision. Lot lines were adjusted on several of the lots adjacent to the pipeline to provide for the increase in the width of the easement from 50 feet to 66 feet. At its August 18, 2020 meeting, the Planning Commission voted 7-0 to accept the findings of fact and recommend approval with two conditions, which have already been met.

**MOTION:** By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3566 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye

Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Jacobson	Aye
Councilmember Townsend	Aye

### **11. Public Comments.**

### **12. Mayor/Council Communication.**

Mayor Turnbow and Councilmembers thanked Parks Director Musteen for working to move the parks forward, thanked Mr. Feuerborn for his due diligence on saving money, thanked the Arts Commission for their recent work, and noted that school started and to stay safe.

Councilmember Abdelgawad noted the good news from this evening's meeting and recognized the disc golfers that help maintain the disc golf course. She noted the Farmers Market runs through September.

Councilmember Barber thanked those that attended the Westgate Drive ribbon cutting and expressed thanks for the sidewalk project in Creekmoor.

Councilmember Holman noted that as the last G.O. Bond projects are wrapping up, the new projects just approved by the voters are beginning.

### **13. Adjournment.**

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

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

The regular meeting of the Raymore Council adjourned at 7:51 p.m.

Respectfully submitted,

Erica Hill  
Deputy City Clerk

## RESOLUTION 20-48

### **"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, DESIGNATING A MEMBER TO SERVE ON THE BELTON-RAYMORE INTERCHANGE TRANSPORTATION DEVELOPMENT DISTRICT."**

**WHEREAS**, the bylaws and agreements governing the Belton-Raymore Interchange Transportation Development District (TDD) provide for the appointment of members to the Boards of Directors to be made by the Mayor, with the advice and consent of the City Council; and

**WHEREAS**, by adoption of this Resolution, the City desires to designate the following member to serve on the Belton-Raymore Interchange TDD; and

**WHEREAS**, the terms for the new member of the Belton-Raymore Interchange TDD are designated below.

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

**Section 1. Belton-Raymore Interchange Transportation Development District.** The following individual shall serve as Director:

- A. Reginald Townsend is appointed to serve as the Raymore Advisory Director for the current unexpired term of Jay Holman from current through November 20, 2020; and
- B. Reginald Townsend is appointed to serve as the Raymore Director for the new term of November 21, 2020 through November 20, 2021.

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

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

**DULY READ AND PASSED THIS 14TH DAY OF SEPTEMBER, 2020, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Berendzen  
Councilmember Burke III  
Councilmember Circo  
Councilmember Holman  
Councilmember Jacobson  
Councilmember Townsend

ATTEST:

APPROVE:

\_\_\_\_\_  
Jean Woerner, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature

**RESOLUTION 20-49**

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE RECREATION PARK PLAYGROUND PROJECT."**

**WHEREAS**, the Contract specifies that funds be retained until satisfactory completion of the project; and

**WHEREAS**, the Director of Parks and Recreation determined the project has been satisfactorily completed in accordance with the project specifications.

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

Section 1. The Recreation Park Playground Project is accepted.

Section 2. The final payment in the amount of \$7,747.25 is approved.

Section 3. This Resolution shall become effective on and after the date of approval.

Section 4. Any Resolution or part thereof which conflicts with this Resolution shall be null and void.

**DULY READ AND PASSED THIS 14TH DAY OF SEPTEMBER, 2020, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Berendzen  
Councilmember Burke III  
Councilmember Circo  
Councilmember Holman  
Councilmember Jacobson  
Councilmember Townsend

ATTEST:

APPROVE:

\_\_\_\_\_  
Jean Woerner, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature



## **RESOLUTION 20-50**

### **"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ADOPTING THE REGIONAL MULTI-HAZARD MITIGATION PLAN."**

**WHEREAS**, the Raymore Emergency Management Agency assisted the Mid-America Regional Council in gathering information to prepare the Regional Multi-Hazard Mitigation Plan; and

**WHEREAS**, the Regional Multi-Hazard Mitigation Plan has been prepared in accordance with FEMA requirements at 44 C.F.R. 201.6; and

**WHEREAS**, the Raymore City Council has reviewed the Plan and affirms that the Raymore Emergency Management Agency will participate in future updates of the Plan.

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

Section 1. Council directs staff in the adoption of the Regional Multi-Hazard Mitigation Plan as this jurisdiction's Multi-Hazard Mitigation Plan, and resolves to execute the actions in the Plan.

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

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

**DULY READ AND PASSED THIS 14TH DAY OF SEPTEMBER, 2020, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Berendzen  
Councilmember Burke III  
Councilmember Circo  
Councilmember Holman  
Councilmember Jacobson  
Councilmember Townsend

ATTEST:

APPROVE:

\_\_\_\_\_  
Jean Woerner, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature

## **Summary of the Regional Hazard Mitigation Plan**

Every five years the Mid America Regional Council (MARC) facilitates the update and revisions of the regional hazard mitigation plan adopted and implemented throughout the entire MARC region. The plan asks local jurisdictions to identify the biggest hazards to their community and the actions that would be/are being taken to ensure risks are mitigated and recovery expedited in each community. All jurisdictions submit their mitigation chart and MARC then compiles it into one document and submits it to FEMA for approval. FEMA has approved the regional plan and it is now being submitted to you for your approval. It is important to note not all hazards are listed nor is every mitigation strategy as this document is the broad template for our region.

### **Minor changes were made to our portion of the plan and they include:**

- *Identifying more communication methods for severe weather notifications and streamlining contacts with the National Weather Service prior to severe weather.*
- *Increasing the awareness of safe rooms for residents within the City of Raymore*
- *Changing our notification system for severe weather from Code Red to Everbridge*
- *Noting the budgetary implications of retro-fitting any facilities with FEMA approved safe rooms or shelters*
- *Marketing the National Flood Insurance Program to those who might be eligible and helping to promote the program throughout the region*
- *Building a robust network in order to leverage all surrounding jurisdictions and resources in the event an emergency occurs*

<b>Raymore 2020 Mitigation Strategy (Continuing Plan Participant, NFIP Participant)</b>									
Mitigation Goals and Action Steps	Plan Year	Status of Project	Status Explanation	Type of Mitigation Activity	Priority	Date of Completion	Cost/Benefit Review	Estimate of Cost (\$)	Funding Source
<b>Tornadoes</b>									
<b>Encourage construction of community tornado shelters in office complexes, factories, apt complexes, schools mobile home parks, stadiums, and other large population congregation centers.</b>									
Offer residential/ commercial builders/developers tax incentives to construct safe rooms/community shelters in new public facilities.	2010	Deferred	This goal continues to be deferred.	Unspecified	Unspecified				
Work with chambers of commerce, school districts, corporations, etc. to promote benefits of safe rooms.	2010	Ongoing	This action is continually promoted through various departments.	Unspecified	Medium	ongoing	Low/no cost mechanism to increase public safety.	Low	Unknown
<b>Encourage electric and telecommunications utilities to protect their existing infrastructure from the effects of tornadoes and high winds.</b>									
Adopt ordinances or regulations requiring the underground placement of new electric and telecommunications transmission lines.	2010	Completed	This is completed.	Unspecified	Medium	ongoing	Would reduce recovery costs and better limit damage/interruption to electrical and communications	Medium	Unknown
Offer financial or other incentives to utility providers to replace existing above-ground utility lines with underground utility lines.	2010	Deferred	Lack of resources continue to make this a deferred resource.	Unspecified	Unspecified				
<b>Ensure public facilities have shelters to accommodate staff and visitors during tornadoes/natural hazards.</b>									
Assess existing facilities for shelter suitability. Mark clearly and inform visitors/employees of locations.	2010	Ongoing	We have finished all identifications necessary and will be working to complete all appropriate signage as soon as possible. Especially for our new buildings.	Unspecified	Medium	12/1/2017	Low/no cost mechanism to increase public safety.	Low	Unknown
Retrofit or add shelters to existing public facilities with inadequate protection from tornadoes and high wind.	2010	Deferred	This item is still a budgetary constraint at this time.	Unspecified	Unspecified				
<b>Increase public awareness and understanding the benefits of "safe rooms."</b>									

Mitigation Goals and Action Steps	Plan Year	Status of Project	Status Explanation	Type of Mitigation Activity	Priority	Date of Completion	Cost/Benefit Review	Estimate of Cost (\$)	Funding Source
Develop, distribute informational materials on safe rooms.	2010	Ongoing	We continue to develop individual preparedness materials that include safe rooms. Additionally, I attended the safe room construction class in order to better serve the community in answering questions.	Unspecified	Medium	ongoing	No/low cost mechanism to increase public safety.	Low	Unknown
<b>Floods</b>									
<b>Enhance public awareness and education efforts related to flooding.</b>									
**Encourage home owners and businesses to purchase flood insurance.	2010	Ongoing	We also market the NFIP.	Unspecified	Medium	Ongoing (as new homes and businesses continue)	Will reduce recovery costs and ensure compliance with NFIP.	Low	Unknown
<b>Integrate flood mitigation strategies with projects and activities designed to (1) protect, restore or enhance ecosystems and the environment and/or (2) create recreational opportunities for the community.</b>									
Consider alternative uses for floodplains and flood-prone areas, such as sports fields, parks, wildlife habitats, etc.	2010	Ongoing	We also have city ordinances restricting building in a floodplain.	Unspecified	Low	ongoing	Will reduce floodplain vulnerability and increase city greenspace.	Unknown	Unknown
Consider the construction of detention basins, small lakes and greenways or riparian corridors in areas of new development to channel and catch storm water, thereby reducing the likelihood of flooding.	2010	Ongoing	We have a designated stormwater plan.	Unspecified	Medium	ongoing	Will prevent flooding for moderate costs	Medium	Unknown
<b>Severe Thunderstorms</b>									
<b>Ensure local alert systems are in place and operational during severe weather.</b>									
Continue to promote the Code Red alert notification system within the City of Raymore and the county	2015	Ongoing	We use Everbridge now, not Code Red.	Education and Awareness Programs	Medium	ongoing	Low cost mechanism for mass alerting of citizens to danger.	0	N/A
Maintain the city's siren system in good working order and continue to assess the coverage those sirens provide	2015	Ongoing	We continue to contract with Blue Valley Public Safety for this issue.	Structure and Infrastructure Projects	Medium	ongoing	Will sustain primary warning capability of the city.	0	N/A
<b>Establish a current database of Red Cross certified shelters that could be used during severe weather and make that list available to the public.</b>									
Identify all establishments that could be used as shelters. If consented to be a shelter, have Red Cross inspect and certify establishment as a shelter	2015	Ongoing	We have one dedicated (and Red Cross inspected) shelter and are currently in the process of getting a second site inspected.	Structure and Infrastructure Projects	Medium	ongoing	Low cost mechanism to increase public safety.	0	N/A

Mitigation Goals and Action Steps	Plan Year	Status of Project	Status Explanation	Type of Mitigation Activity	Priority	Date of Completion	Cost/Benefit Review	Estimate of Cost (\$)	Funding Source
Work with neighboring communities, MEMC, and MARC on creating an updated shelter database for the entire region	2015	Ongoing	We need to continually get an updated list from MARC of area shelters.	Local Plans and Regulations	Medium	ongoing	Low cost mechanism to increase public safety.	0	N/A
<b>Increase the public's awareness of the dangers of severe thunderstorms and the need to shelter immediately.</b>									
Distribute severe storms safety literature at public events and launch announcements through social media and the city website	2015	Ongoing	We offer a robust platform for severe weather information including literature, Facebook, Twitter, city website, and outside online resources.	Education and Awareness Programs	Medium	ongoing	Low cost mechanism to increase public safety.	0	N/A
Promote storm spotter training for the entire region	2015	Ongoing	We continually promote the annual storm spotting class through the National Weather Service.	Education and Awareness Programs	Low	ongoing	Free program that benefits public awareness and city alerting procedures.	0	N/A
<b>Promote the advantages of identifying, creating, or building a safe room to be used during severe weather.</b>									
Continue to register storm shelters as they are installed in homes and businesses throughout the community	2015	Ongoing	We maintain a safe room registration list within our Police Department.	Local Plans and Regulations	Low	ongoing	Low cost mechanism to increase public safety.	0	N/A
Work with residents and business partners by providing information on safe rooms and shelters when requested	2015	Ongoing	This would be the same as above in the Tornado section.	Education and Awareness Programs	Low	ongoing	Low cost mechanism to increase public safety.	0	N/A

# **Unfinished Business**





**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: August 24, 2020

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

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

**TITLE / ISSUE / REQUEST**

Bill 3558 - North Foxridge Drive Safe Routes To Schools

**STRATEGIC PLAN GOAL/STRATEGY**

2.2.2 Create and maintain a well-connected transportation network

**FINANCIAL IMPACT**

Award To:	Amino Brothers Company, Inc.
Amount of Request/Contract:	\$114,618.70
Amount Budgeted:	\$180,000
Funding Source/Account#:	Transportation Fund (46)

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
October 2020	November 2020

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Contract  
Map

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

This project is being funded through an 80/20 Safe Routes to School Grant through MARC. It will extend a sidewalk along the east side of Foxridge Drive from Drake Lane to Creekmoor Drive.

Staff reviewed bids for the North Foxridge Drive Safe Routes To Schools project

USA Concrete	\$107,330.00 (Non-Responsive)
Amino Brothers	\$114,618.70
Freeman Concrete	\$159,490.75
Terry Snelling Construction	\$186,900.00

Bidders on this project were required to be pre-qualified through MoDOT. USA Concrete is not a pre-qualified contractor and for this reason their bid was considered non-responsive.

Amino Brothers Company, Inc. was determined to be the lowest and best bidder. Staff recommends the contract for the North Foxridge Drive Safe Routes To Schools project to be awarded to Amino Brother Company, Inc. in the amount of \$114,618.70.

**BILL 3558**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AMINO BROTHERS COMPANY, INC FOR THE NORTH FOXRIDGE DRIVE SAFE ROUTES TO SCHOOLS PROJECT, PROJECT NUMBER TAP-3301(526), IN THE AMOUNT OF \$114,618.70 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."**

**WHEREAS**, the North Foxridge Drive Safe Routes To Schools project was included in the 2020 Capital Budget; and

**WHEREAS**, bids for this project were received on June 25, 2020; and

**WHEREAS**, Amino Brothers Company, Inc. has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is directed to enter into a contract in the amount of \$114,618.70 with Amino Brothers Company, Inc. for the Foxridge Drive Safe Routes To Schools project, attached as Exhibit A.

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

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

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

**DULY READ THE FIRST TIME THIS 24TH DAY OF AUGUST, 2020.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 14TH DAY OF SEPTEMBER, 2020, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Berendzen  
Councilmember Burke III  
Councilmember Circo  
Councilmember Holman  
Councilmember Jacobson  
Councilmember Townsend

ATTEST:

APPROVE:

\_\_\_\_\_  
Jean Woerner, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature

TAP-3301(526)

City of Raymore  
100 Municipal Circle  
Raymore, MO 64083

## REQUEST FOR BID

BID OF

**AMINO BROTHERS COMPANY, INC.**  
8110 KAW DR. P.O. BOX 11277  
KANSAS CITY, KS 66111-1746

Bidder Name Amino Brothers Company Inc.

Bidder Address 8110 Kaw Drive Kansas City, KS  
66111

FOR  
CONSTRUCTING OR IMPROVING  
**North Foxridge Drive SRTS**

**North Foxridge from Drake Lane to Creekmoor Drive  
Raymore**

TAP-3301(526)

City of Raymore  
100 Municipal Circle  
Raymore, MO 64083

**CONTRACT**  
**AND**  
**BOND**  
FOR  
CONSTRUCTING OR IMPROVING  
**North Foxridge Drive SRTS**

**North Foxridge from Drake Lane to Creekmoor Drive  
Raymore**

Federal Job # TAP 3301(526)

**NOTICE TO CONTRACTORS  
North Foxridge Drive SRTS  
City of Raymore, Missouri**

Sealed bids for the North Foxridge Dr SRTS #TAP-3301(526) will be received by the Purchasing Specialist at the City Hall, 100 Municipal Circle, Raymore, Missouri, until 10:00 a.m. on June 25, 2020. In accordance with the Missouri Sunshine Law, RSMo 610.021, the proposals for the above project will be opened on the said date and time and required documents checked for responsiveness. On all requests and correspondence, please reference project TAP-3301(526).

The proposed work under this contract includes:

- Removal of existing materials
- Installation of Sidewalk
- Installation of ADA Ramps
- Site Restoration

The specific locations of the work to be done shall be contained in the special provisions section of the bid document. The contractor shall bid on all work.

All equipment, material and workmanship must be in accordance with the Specifications and other Contract Documents. Project manual, plans and specifications, and proposal forms may be viewed at the office of the City Engineer, 100 Municipal Circle, Raymore, Missouri 64083.

**Request for Proposal documents can be downloaded electronically for a non-refundable fee of \$15.00 at [www.questcdn.com](http://www.questcdn.com) by inputting Quest Project Number 7084975 on the Project Search Page. Copies of the Request for Proposal documents may also be obtained by prospective bidders from the City of Raymore, Engineering Dept., for a non-refundable cost of \$30.00. You can contact Quest CDN at 1-952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance with free membership registration, downloading and working with the electronic documents.**

**Bidder must be a plan holder with the City of Raymore or QuestCDN in order to bid on the project.**

A copy of the 2016 City of Raymore 'Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction' may be obtained from the City of Raymore Engineering Department for \$50.00 or may be downloaded at no cost from the City's website at [www.raymore.com](http://www.raymore.com)

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

Contractors and subcontractors who sign a contract to work on a public works project provide a 10-Hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project.

All wages paid for work under this contract shall comply with the requirements of the prevailing wage law of the State of Missouri, Missouri Public Law 294, Sec. 290.210 through 290.340, R.S. MO. 1969, as amended.

The City of Raymore hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

The DBE Goal for this project is 6%. No 2nd tier subcontracting will be allowed on this project.

All bidders must be on MoDOT's Qualified Contractor List per Section 102.2 from the current version of the Missouri Standard Specifications. The contractor questionnaire must be on file 7 days prior to bid opening.

The City of Raymore reserves the right to reject any or all bids.



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- Contract Forms



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[Fig 136.10.3 Sample Contract Agreement](#)

[Fig 136.10.4 Sample Contract Bond](#)

[Fig 136.10.5 Sample Contractors Acknowledgement](#)

### **NOTICE TO CONTRACTORS**

Sealed bids, addressed to City of Raymore, 100 Municipal Circle, Raymore MO 64083 for the proposed work will be received by the City of Raymore until 10:00 am (prevailing local time) on June 25, 2020, at the office of the City of Raymore, and at that time will be publicly opened. Bids should be delivered to: 100 Municipal Circle, Raymore MO 64083

**(1) PROPOSED WORK:** The proposed work, hereinafter called the work, includes:

The work under this contract consists of:

- Removal of existing materials
- Installation of Sidewalk
- Installation of ADA Ramps
- Site Restoration

**(2) COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the Missouri Highways and Transportation Commission's "2019 Missouri Standard Specifications for Highway Construction," and "2019 Missouri Standard Plans for Highway Construction", their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the 2019 Missouri Standard Specifications for Highway Construction, as revised, unless otherwise noted.

The following documents are available on the Missouri Department of Transportation web page at [www.modot.mo.gov](http://www.modot.mo.gov) under "Business with MoDOT" "Standards and Specifications". The effective version shall be determined by the letting date of the project.

General Provisions & Supplemental Specifications

Supplemental Revisions to 2019 Missouri Standard Plans  
For Highway Construction

These supplemental bidding documents contain all current revisions to the bound printed versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project. This project will have job special provision found in the bid documents, and follow Raymore Specifications found at [www.raymore.com](http://www.raymore.com), and KC Metro APWA specifications found at [www.kcmetro.apwa.net](http://www.kcmetro.apwa.net).

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "City of Raymore", and the term "Engineer" is a reference to the Engineer of Record from the City of Raymore.

The contracting authority for this contract is City of Raymore.

**(3) PERIOD OF PERFORMANCE:** If the bid is accepted, the bidder agrees that work shall be diligently prosecuted at such rate and in such manner as, in the judgment of the

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engineer, is necessary for the completion of the work within the time specified as follows in accordance with Sec 108:

Completion Date: **60 Calendar Days**

**(4) LIQUIDATED DAMAGES:** The bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages to be recovered in accordance with Sec 108 shall be as follows:

Liquidated damages per day \$700

Schedule of Deductions for Each Day of Overrun in Contract Time, Original Contract Amount (or the Engineer's Estimate of the Total Construction Cost)		
From (\$)	To, and including (\$)	Assessment, per Day (\$)
0	25,000	475
25,001	50,000	475
50,001	100,000	500
100,001	500,000	700
500,001	1,000,000	950
1,000,001	2,000,000	1,100
2,000,001	3,000,000	1,225
3,000,001	4,000,000	1,625
4,000,001	5,000,000	2,025
5,000,001	6,000,000	2,425
6,000,001	7,000,000	2,825
7,000,001	8,000,000	3,225
8,000,001	9,000,000	3,625
9,000,001	10,000,000	4,025
10,000,001	70,000,000	4,300

**(5) BID GUARANTY:** The bidder shall submit a Bid Guaranty. A sample project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.

A bid bond or certified check from a surety or bank, acceptable to the City Clerk, in an amount equal to or greater than 5% of the maximum total bid price must accompany each proposal. Prior acceptability of the proposed surety or bank furnishing the security, before the bid date is

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recommended. An unacceptable bid security may cause for rejection of the proposal. No bidder may withdraw his bid for a period of sixty (60) days after the date of opening the bids.

- Paper Bid Bond
- Cashier's Check

**(6) CERTIFICATIONS FOR FEDERAL JOBS:** By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.1 (regarding affirmative action and equal opportunity), Sec. 102.18.2 (regarding disbarment, eligibility, indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anti-collusion), and Sec. 102.18.4 (regarding lobbying activities). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the contracting authority may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.

**(7) ANTIDISCRIMINATION:** The Contracting Authority hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

**(8) FEDERAL AND STATE INSPECTION:** The Federal Government is participating in the cost of construction of this project. All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed by the contractor, and the work will be subject to the inspection of the appropriate State or Federal Agency in the same manner as provided in Sec 105.10 of the Missouri Standard Specifications for Highway Construction with all revisions applicable to this bid and contract.

**(9) PREVAILING WAGE (FEDERAL AND STATE):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations, and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in "Annual Wage Order No. 26", that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

**(10) WORKER ELIGIBILITY REQUIREMENTS:** Execution of the construction contract for this project is dependent upon the awarded bidder providing an Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU) between the bidder and Department of Homeland Security to the Contracting Authority as required by section 285.530 RSMo. The cover page and signature page of the E-Verify MOU and the Affidavit must be submitted prior to award of this contract.

A sample Affidavit of Compliance can be found at the Missouri Attorney General's website at the following link:

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[http://ago.mo.gov/forms/Affidavit\\_of\\_Compliance.pdf](http://ago.mo.gov/forms/Affidavit_of_Compliance.pdf)

All bidders must also be enrolled in the E-Verify Program, and include their MOU prior to contract execution. Bidders who are not enrolled will need to go to the following website link and select "Enroll in the Program" to get started. After completing the program, they will receive their E-Verify MOU with Department of Homeland Security. This document will need to be printed out and kept on file so that a copy can be attached to the Affidavit of Compliance.

[http://www.dhs.gov/files/programs/qc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/qc_1185221678150.shtm)

This requirement also applies to subcontractors and contract labor, but this contract only requires submittal of the verification documents for the prime contractor. It is the prime contractor's responsibility to verify the worker eligibility of their subcontractors in order to protect their own company from liability as required by section 285.530 RSMo.

**(11) OSHA TEN HOUR TRAINING REQUIREMENTS:** Missouri Law, 292.675 RSMO, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties, for Non-Compliance include contractor forfeiture to the Contracting Authority in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

**(12) BUY AMERICA REQUIREMENTS:** Construction contracts shall assure compliance with Section 165 of the Surface Transportation Assistance Act of 1982, Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 23 CFR 635.410 regarding Buy America provisions on the procurement of foreign products and materials. On all contracts involving Federal-aid, all products of iron, steel, or a coating of steel which are incorporated into the work must have been manufactured in the United States. The Contracting Authority may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1 percent of the contract sum or \$2,500, whichever is greater. The Contractor certifies that these materials are of domestic origin. Additional information regarding the "Buy America" requirements can be found at:

<https://www.fhwa.dot.gov/construction/cqit/buyam.cfm>

**(13) ADDENDUM ACKNOWLEDGEMENT:** The undersigned states that all addenda(s) (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. For paper bids, staple addenda to the bid in the appropriate part of the bid.

**(14) SIGNATURE AND IDENTITY OF BIDDER:** The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder) they are the agent of, and they are signing and executing this, as the bid of

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which is the correct LEGAL NAME as stated on the contractor questionnaire.

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (4) corporation. Indicate by marking the appropriate box below.

sole individual                                       partnership                                       joint venture

corporation, incorporated under laws of state of Kansas

b) If the bidder is doing business under a fictitious name, indicate below by filling in the fictitious name

Executed by bidder this 24<sup>th</sup> day of June 2020.

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF MISSOURI, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON-RESPONSIVE, AND CAUSE IT TO BE REJECTED.

THE BIDDER CERTIFIES THAT THE BIDDER'S COMPANY KNOWINGLY EMPLOYS ONLY INDIVIDUALS WHO ARE AUTHORIZED TO WORK IN THE UNITED STATES IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND ALL PROVISIONS OF MISSOURI EXECUTIVE ORDER NO. 07-13 FOR CONTRACTS WITH THE CONTRACTING AUTHORITY.

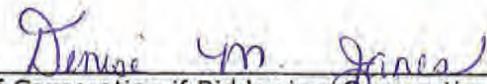
Check this box ONLY if the bidder REFUSES to make any or all of these certifications. The bidder may provide an explanation for the refusal(s) with this submittal.

  
\_\_\_\_\_  
Signature of Bidder's Owner, Officer, Partner or Authorized Agent

Mary J. Sullivan

\_\_\_\_\_  
Please print or type name and title of person signing here

Attest:

  
\_\_\_\_\_  
Secretary of Corporation if Bidder is a Corporation      DENISE M. JONES

Affix Corporate Seal (If Bidder is a Corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo. A certified

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copy of such registration of fictitious name or certificate of authority to do business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the standard specifications.

**(15) TRAINEES:** By submitting this bid, the bidder certifies that the bidder is familiar with the Training Provision in the Missouri Highways and Transportation Commission's "General Provisions and Supplement Specifications" which are available on the Missouri Department of Transportation web page at [www.modot.mo.gov](http://www.modot.mo.gov) under "Business with MoDOT" "Standards and Specifications". The number of trainee hours provided under this contract will be 0 slots at 1000 hours per slot or 0 hours.

**(16) SUBCONTRACTOR DISCLOSURE:** Requirements contained within Sec 102.7.8 of the Missouri Standard Specification for Highway Construction shall be waived for this contract.

**(17) PROJECT AWARD:** This project will be awarded to the lowest, responsive, responsible bidder.

**(18) MATERIALS INSPECTIONS:** All technicians who perform, or are required by the FHWA to witness, such sampling and testing shall be deemed as qualified by virtue of successfully completing the requirements of EPG 106.18 Technician Certification Program, for that specific technical area.

**(19) PRIME CONTRACTOR REQUIREMENTS:** The limitation in Sec 108.1.1 of the Missouri Standard Specifications for Highway Construction that "the contractor's organization shall perform work amounting to not less than 40 percent of the total contract cost" is waived for this contract. Instead, the less restrictive terms of the Federal Highway Administration's rule at Title 23 Code of Federal Regulations (CFR) § 635.116(a) shall apply, so that the contractor must perform project work with its own organization equal to and not less than 30 percent of the total original contract price. Second-tier subcontracting will not be permitted on this contract. All other provisions in Sec 108.1.1 et seq. of the Missouri Standard Specifications for Highway Construction shall remain in full force and effect, and shall continue to govern the contractor and its subcontractors, in accordance with the provisions of Title 23 CFR § 635.116.

**(20) SALES AND USE TAX EXEMPTION:** City of Raymore, a tax exempt entity, will furnish a Missouri Project Exemption Certificate as described in Section 144.062 RSMo to the awarded contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax exempt entity. Only the materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time.

**ITEMIZED BID:** The bidder should complete the following section in accordance with Sec 102.7. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows:

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Bid Item Number	Bid Items	Units	Qty	\$/Unit	Total
1	Mobilization	Each	1	3,850	3,850
2	Sidewalk 5' Wide (Existing material removal)	Square Foot (SF)	10045	3.85	38,673.25
3	Sidewalk 5' Wide (Installation)	Square Foot (SF)	10045	4.75	47,713.75
4	ADA Ramps	Each	7	1,533	10,731.00
5	Silt Fence	Linear Feet (LF)	100	2.55	255.00
6	Inlet Protection	Each	6	70.00	420.00
7	Construction Staking	Lump Sum (LS)	1	3,237	3,237
8	Road Work Ahead (W20-1)	Each	4	53.95	215.80
9	One Lane Road (W20-4)	Each	4	53.95	215.80
10	Flagger (W20-7)	Each	4	53.95	215.80
11	Stop/Slow Paddle (W20-8)	Each	2	95.90	191.80
12	End Road Work (G20-2)	Each	4	53.95	215.80
13	Sidewalk Closed (R9-9)	Each	6	47.95	287.70
14	Channelizers	Each	50	13.20	660.00
15	Three-Line Illuminated Message Board	Each	2	2,158	4,316
16	Site restoration hydroseed	Square Yard (YD)	1200	2.85	3,420
<b>Project Total</b>					<b>\$ 114,618.70</b>

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**DBE Submittal Forms**

(6) **DBE Submittal Forms:** This form must be submitted by 4 p.m. three (3) business days after bid opening.

(A) DBE Contract Goal: By submitting this bid, the bidder certifies that the bidder is familiar with the DBE Program Requirements in this contract. The contract DBE goal for the amount of work to be awarded is 6% of the total federal project price. The bidder shall also complete the DBE Submittal Form in accordance with the program requirements.

(B) DBE Participation: The bidder certifies that it will utilize DBE's as follows:

58 % OF TOTAL FEDERAL CONTRACT

NOTE: Bidder must fill in the above blank. If no percentage is specified, the bidder certifies that it agrees to, and will comply with the contract goal. If a percentage below the contract goal is specified, then the bidder must submit complete documentation of good faith efforts to meet the DBE contract goal, immediately below.

(C) Certification of Good Faith Efforts to Obtain DBE Participation: By submitting its signed bid, the bidder certifies under penalty of perjury and other provisions of law, that the bidder took each of the following steps to try to obtain sufficient DBE participation to achieve the Commission's proposed DBE Contract Goal: (Attach additional sheets if necessary).

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**DBE Submittal Forms**

Identification of Participating DBEs: The information shown on this page must be completed. If this page is submitted but not signed, it will not be cause for rejection. The apparent low and second low bidder must file this form with the \_\_\_\_\_ by 4:00 p.m. on the third working day after the bid opening. Fax or email transmittal is permitted. The fax number is \_\_\_\_\_ and the email address for submittal is \_\_\_\_\_. The original copy must be mailed by overnight mail to the Local Public Agency the day of the FAX or email transmittal. Contact External Civil Rights at (573) 751-7801 for questions or assistance in completion. (Note: Submittal of this form is not required if the Contract DBE Goal is 0%)

(A) DBE Name & Address	(B) Bid Item numbers (Or Line numbers)	(C) \$ Value of DBE of Work **  (Unit Price x Quantity of each item in B, or Lump Sum)	(D) % Of \$ Value Applicable to DBE Goal ** (100%, 60%)	(E) \$ Amount Applicable to DBE Goal for each item  (C x D)	(F) % Of Total Contract Amount for each item  (E/Total Contract Amount)
1. Amino Brothers 8110 KAN DRIVE, KANSAS CITY KS 64111	1, 2, 3, 4	100,967.5 Total	100%	\$100,967.50 Total	88% Total
2.		Total		Total	Total
3.		Total		Total	Total
4.		Total		Total	Total
<b>Total DBE Participation</b>		100,967.50		100,967.50	88%

The undersigned submits the following list of DBEs to be used in accomplishing the work of this contract. The work, supplies or services, applicable value and percent of total federal contract each DBE is to perform or furnish is as follows:

\*\* Cannot exceed contract amount for given item of work.

**DBE Submittal**

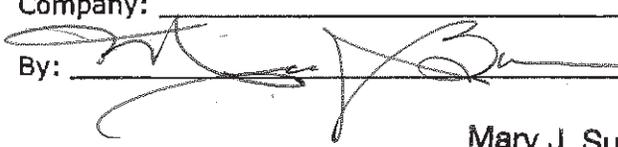
(A) DBE Name & Address	(B) Bid Item numbers	(C) \$ Value of DBE of Work **  (Unit Price x Quantity of each item in B, or Lump Sum)	(D) % Of \$ Value Applicable to DBE Goal **  (100%, 60%)	(E) \$ Amount Applicable to DBE Goal for each item  (C x D)	(F) % Of Total Contract Amount for each Item  (E/Total Contract Amount)
Trucking Services  Only used if the DBE owns the trucks or is leasing from a DBE firm			100%		
Trucking Services  Trucks are leased from non-DBE source				Only Include <u>Fees</u> for Trucking Services	
Brokered Services				Only Include <u>Fees</u> for Brokered Services	
Totals (Page 1)					
Totals (Page 2)					
Totals (additional pages if needed)					
Total DBE Participation					

\*\* Cannot exceed contract amount for given item of work.

**Amino Brothers Co., Inc.**

Company: \_\_\_\_\_

Date: 6-24-20

By:  \_\_\_\_\_

Title: CEO

Mary J. Sullivan  
 CEO

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)

**AMINO BROTHERS CONSTRUCTION, INC.**

By: \_\_\_\_\_  
Mary J. Sullivan  
CEO

Attest: \_\_\_\_\_  
Dennis M. Jones

Federal Job # TAP 3301(526)

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS**  
**FOR LOCAL PROGRAMS**

**1.0 Disadvantaged Business Enterprise (DBE) Program Requirements.** The subsequent Sections will apply only to contracts involving U.S. Department of Transportation (USDOT) federal-aid or federal financial participation. Federal-aid or federal financial participation includes, but is not limited to, any funds directly or indirectly received by MoDOT, or authorized for distribution to or through MoDOT, by the USDOT or any operating administration within the USDOT. These provisions will not apply to Commission contracts funded exclusively with state funds, or state and local funds. Any contractor, subcontractor, supplier, DBE firm, and contract surety involved in the performance of a federal-aid contract shall be aware of and fully understand the terms and conditions of the USDOT DBE Program, as the terms appear in Title 49 CFR Part 26 (as amended), the USDOT DBE Program regulations; Title 7 CSR Division 10, Chapter 8 (as amended), the Commission's DBE Program rules.

**2.0 DBE Program Distinguished From Other Affirmative Action Programs.** The USDOT DBE Program established by the U.S. Congress is not the same as, and does not involve or utilize, any of the elements or authority of other state or local affirmative action programs, nor does the program rely upon state legislation or gubernatorial executive orders for implementation or authorization, other than the general authority given the Commission in Section 226.150, RSMo. The USDOT DBE Program is implemented by the Commission and MoDOT, through and in conjunction with the FHWA, FTA and FAA, as a "recipient" defined in Title 49 CFR 26.5.

**3.0 Policy Regarding DBE Firms.** It is the policy of the U. S. Department of Transportation and MoDOT that businesses owned by socially and economically disadvantaged individuals have an opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the requirements of 49 CFR Part 26 (as amended) and the Commission's implementing state regulations in Title 7 CSR Division 10, Chapter 8, "Disadvantaged Business Enterprise Program", will apply to any contract with federal funds.

**4.0 Opportunity for DBEs to Participate.** Each contractor, subcontractor and supplier working on a contract financed in whole or in part with federal funds shall take all necessary and reasonable steps to ensure that DBEs have an opportunity to compete for, and participate in performance on project contracts and subcontracts.

**5.0 Required Contract Provision.** The federal-aid contract will include the following provision, as mandated by USDOT at Title 49 CFR 26.13(b):

- (a) The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract, which may result in the termination of the contract or such other remedy, as the recipient deems appropriate.

In this provision, "contractor" will be defined as the contractor on the contract; "subrecipient" will be defined as any subcontractor performing the work. For the purposes of any federal-aid contract awarded by the Commission, "the recipient" will be defined as either the Commission, or MoDOT, or both. The contractor shall include this same contract provision in every supply contract or subcontract the contractor makes or executes with a subrecipient.

**6.0 Bank Services.** The contractor, and each subrecipient on a federal-aid contract, is encouraged to use the services of banks owned and controlled by socially and economically

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disadvantaged individuals. Such banking services, and the fees charged for services, typically will not be eligible for DBE Program contract goal credit. Any questions on this subject should be directed to the MoDOT External Civil Rights Director. See Sec 7.0.

**7.0 DBE Program Information.** DBE Program information may be obtained from the MoDOT External Civil Rights Director, P.O. Box 270, Jefferson City, Missouri 65102-0270. Phone (573) 751-4309, Fax (573) 526-0558, E-Mail: [dbe@modot.mo.gov](mailto:dbe@modot.mo.gov). It will be the duty of each contractor, for the contractor and for the contractor's subrecipients and surety, to take the steps necessary to determine the legal obligations and limitations under the DBE Program, as an element of responsibility. It will be the duty of each certified DBE firm to know, understand and comply with the DBE firm's legal obligations and limitations under the DBE Program, as a requirement of program participation. A surety providing a bid or contract bond will be bound by those bonds to the duties of the surety's principal.

**8.0 DBE Certification, and the Missouri Unified Certification Program.** The Missouri Department of Transportation and other certifying agencies within Missouri have partnered to form the Missouri Regional Certification Committee (MRCC) and developed a Unified Certification Program (UCP) pursuant to 49 CFR 26.81 and 7 CSR 10-8.061. Only DBE firms certified by the MRCC are eligible to perform work on a federal-aid contract for DBE contract goal credit. It is the contractor's responsibility to ensure firms identified for participation are approved certified DBE firms. The MRCC DBE Directory can be found at the following link: [http://www.modot.mo.gov/business/contractor\\_resources/External\\_Civil\\_Rights/DBE\\_program.htm](http://www.modot.mo.gov/business/contractor_resources/External_Civil_Rights/DBE_program.htm)

**9.0 DBE Program-Related Certifications Made By Bidders and Contractors.** If the bidder makes a written, express disclaimer of one or more certifications or assurances in the bid, the bid will be considered non-responsive. By submitting a bid on any call involving USDOT federal financial participation, and by entering into any contract on the basis of that bid, the contractor makes each of the following DBE Program-related certifications and assurances to USDOT, to the Commission, and to MoDOT:

- (a) The bidder certifies that management and bidding officers have reviewed and understand the bidding and project construction and administration obligations of the USDOT DBE Program regulations at Title 49 CFR Part 26 (as amended), the USDOT DBE Program regulations; Title 7 CSR Division 10, Chapter 8 (as amended), and the Commission's DBE Program rules. The bidder further certifies that the contractors management personnel on the project understand and are familiar with the requirements of these federal and state DBE Program regulations; and if the bidder was not familiar with or did not understand the requirements of these regulations, they have contacted the External Civil Rights Division of MoDOT and have been informed as to their duties and obligations under the DBE Program regulations by MoDOT staff and/or by USDOT DBE Program staff.
- (b) The bidder certifies that the bidder has complied with the federal and state DBE Program requirements in submitting the bid, and will comply fully with these requirements in performing any federal-aid contract awarded on the basis of that bid.
- (c) The bidder agrees to ensure that certified DBE firms have a full and fair opportunity to participate in the performance of the contract financed in whole or in part with federal funds. The bidder certifies that all necessary and reasonable steps were taken to ensure that DBE firms have an opportunity to compete for, and perform work on the contract. The bidder further certifies that the bidder not discriminate on the basis of race, color, age, national origin or sex in the performance of the contract, or in the award of any subcontract.

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- (d) The bidder certifies, under penalty of perjury and other applicable penal laws that if awarded the federal-aid contract, the contractor will make a good faith effort to utilize certified DBE firms to perform DBE work at or above the amount or percentage of the dollar value specified in the bidding documents. The bidder further certifies the bidder's understanding that the bidder may not unilaterally terminate, substitute for, or replace any DBE firm that was designated in the executed contract, in whole or in any part, with another DBE, any non-DBE firm or with the contractor's own forces or those of an affiliate of the contractor, without the prior written consent of MoDOT as set out below.
- (e) The bidder certifies, under penalty of perjury and other applicable penal laws that a good faith effort was made to obtain DBE participation in the contract, at or above the DBE participation contract goal. The bidder further certifies, under penalty of perjury and other applicable penal laws, that if the bidder is not able to meet the Commission's DBE contract goal, and if the bidder is not able to meet that DBE contract goal by the time the proposed DBE participation information must be submitted, within three business days after bid opening, the bidder has submitted with and as a part of the bid, a true, accurate, complete and detailed written explanation of good faith efforts to meet the DBE Contract Goal.
- (f) The bidder understands and agrees that if awarded the contract the contractor is legally responsible to ensure that the contractor and each DBE subcontractor and supplier, comply fully with all regulatory and contractual requirements of the USDOT DBE Program, and that each DBE firm participating in the contract fully perform the designated tasks, with the DBE's own forces and equipment, under the DBE's own direct supervision and management. The bidder certifies, under penalty of perjury and other applicable penal laws, that if it awarded the contract and if MoDOT or the Commission determine that the contractor, a DBE or any other firm retained by the contractor has failed to comply with the DBE Program requirements or federal or state DBE Program regulations, the Commission, through MoDOT, shall have the sole authority and discretion to determine the extent of the monetary value to which the DBE contract goals have not been met, and to assess against and withhold monetary damages from the contractor in the full amount of that breach. The Commission, through MoDOT, may impose any other remedies available at law or provided in the contract in the event of a contract breach. The bidder further understands and agrees that this clause authorizes the Commission, through MoDOT, to determine and fix the extent of the damages caused by a breach of any contractual or regulatory DBE Program requirement and that the damage assessment will be enforced in addition to, and not in lieu of, any other general liquidated damages clause in the contract. By submitting a bid for a federal-aid contract, and by entering into a contract, the bidder irrevocably agrees to such an assessment of liquidated damages for DBE Program purposes, and authorizes the Commission and MoDOT to make such an assessment of liquidated damages against the contractor, and to collect that assessment from any sums due the contractor under the contract, or any other contract, or by other legal process. The bidder makes this certification, agreement and authorization on behalf of itself, its subcontractors and suppliers, and the bid bond and contract bond sureties, for each federal-aid contract.
- (g) The surety upon any bid or contract bond acknowledges the surety is held and firmly bound to the Local Agency for each and every duty of the surety's principal provided in any bid or contract regarding the DBE program.

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**10.0 Designation of DBE firms to perform on contract** The bidder states and certifies, under penalty of perjury or other applicable penal laws, that the DBE participation information submitted in the bid or within the stated time thereafter is true, correct and complete and that the information provided includes the names of all DBE firms that will participate in the contract, the specific line item (s) that each DBE firm will perform, and the creditable dollar amounts of the participation of each DBE. The specific line item must reference the MoDOT line number and item number contained in the proposal. The bidder further states and certifies that the bidder has committed to use each DBE firm listed for the work shown to meet the DBE contract goal and that each DBE firm listed has clearly confirmed that the DBE firm will participate in and perform the work, with the DBE's own forces. Award of the contract will be conditioned upon meeting these and other listed requirements of 49 CFR 26.53.

- (a) The bidder certifies the bidder's understanding that as the contractor on a contract funded in whole or in part by USDOT federal funds, the bidder may not unilaterally terminate, substitute for, or replace any DBE firm that was designated in the executed contract, in whole or in any part, with another DBE, any non-DBE firm or with the contractor's own forces or those of an affiliate, without the prior written consent of MoDOT. The bidder understands it must receive approval in writing from MoDOT for the termination of a DBE firm, or the substitution or replacement of a DBE before any substitute or replacement firm may begin work on the project in lieu of the DBE firm participation information listed in the executed contract,
  - (1) The bidder further certifies understanding, that if a DBE firm listed in the bid or approved in the executed contract documents ceases to be certified at any time during the performance of the contract work, and a contract or subcontract with that firm has not yet been executed by the prime and subcontractor, the contractor can not count any work performed by that firm after the date of the firm's loss of eligibility toward meeting the DBE contract goal. However, if the contractor has executed a subcontract with the firm before the DBE lost eligibility and ceased to be a certified DBE, the contractor may continue to receive credit toward the DBE contract goal for that firm's work.
  - (2) The bidder further certifies understanding, that if a DBE subcontractor is terminated, or fails, refuses or is unable to complete the work on the contract for any reason, the contractor must promptly request authority to substitute or replace that firm. The request shall include written documentation that the DBE firm is unwilling or unable to perform the specified contract work. The contractor shall make good faith efforts to find another DBE subcontractor to substitute or replace the dollar amount of the work that was to have been performed by the DBE firm. The good faith efforts shall be directed at finding another DBE to perform the same, or more, dollar amount of work that the DBE firm that was terminated was to have performed under the executed contract. The substitute or replacement DBE firm may be retained to perform the same or different contract work from that which the terminated firm was to have performed. The contractor shall obtain approval from MoDOT in writing before the replacement or termination of one firm with another before the work will count toward the project DBE goal.
  - (3) The bidder further certifies the bidder's understanding, that the dollar value of any work completed by a DBE firm prior to approval of the DBE's substitution or replacement, in writing, by MoDOT will not be credited toward meeting the DBE contract goal. The contractor will remain subject to appropriate administrative remedies, including but not limited to, liquidated

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damages for the full dollar amount that the DBE contract goal is not met. Liquidated damages will also be assessed against the contractor if the original, substitute or replacement DBE firms perform the required contract work, but are not paid in full for some or all of that work by the contractor, including back charges. No credit toward the DBE goal will be given for any amount withheld from payment to the DBE or "back charged" against monies owed to the DBE, regardless of the purpose or asserted debt.

**11.0 Good Faith Effort to Secure DBE Services.** The bidder shall make a good faith effort to seek DBEs in a reasonable geographic area to where the solicitation for subcontracts and material is made. If the bidder cannot meet the goals using DBEs from that geographic area, the bidder shall, as a part of the effort to meet the goal, expand the search to a wider geographic area.

**11.1 Bidding Procedure.** The following bidding procedure shall apply to the contract, for DBE program compliance purposes.

**11.2 Contract Goal, Good Faith Efforts Specified.** The bidder may submit the completed "DBE Identification Submittal" information in the bid documents at the same time as, and within the sealed bid, at the time the bid is submitted. However, if that information is not completed and submitted with the initial sealed bid, then as a matter of responsiveness and responsibility, the apparent low and second low bidder shall file the completed "DBE Identification Submittal" pages to the Local Agency on or before 4:00 p.m. of the third business day after the bid opening date. The Local Agency may permit telefax transmittal. The complete and signed original documents shall be mailed to the Local Agency no later than the day of the telefax transmission. No extension of time will be allowed for any reason. The means of transmittal and the risk of timely receipt of the information shall be the bidder's.

The bidder is responsible to ensure that all submittals are checked for accuracy. Any and all omissions, deletions, and/or errors that may affect the end result of the bid package are the sole liabilities of the bidders. The bid may be found non-responsive if the submittal is not complete and/or accurate.

**11.3 Bid Rejection, Bid Security Disposition.** The failure of either the apparent low bidder or the second low bidder to file the completed and executed "DBE Identification Submittal", listing actual, committed DBE participation equal to or greater than the DBE contract goal percentage specified in the bid by 4:00 p.m. on the third business day after the bid opening, will be cause for rejection of that bid, and the bid surety bond or bid guaranty of that bidder will be forfeited to and become the property of the Local Agency upon demand.

- (a) Any bidder rejected for failure to submit the completed and executed "DBE Identification Submittal" information in the bidding documents, with full documentation of sufficient DBE participation to satisfy the DBE contract goal cannot submit a bid on the same, or substantially similar, project, when and if the project is re-advertised for bids. By submitting a bid on a federal-aid project, the bidder accepts and agrees to this provision, and the disposition of the bidders bid bond or guaranty, on behalf of the bidder and the bidders bid surety or guaranty.
- (b) The surety separately acknowledges the surety to be held and firmly bound to the Local Agency to immediately upon demand pay the face amount of the bid bond.

**11.4 Good Faith Efforts Described.** Good faith efforts to meet the DBE contract goal may include, but are not limited to, the following:

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- (a) Attending a pre-bid meeting, if any, scheduled by the department to inform DBEs of contracting and subcontracting opportunities;
- (b) Advertising in general circulation trade association and socially and economically disadvantaged business directed media concerning subcontracting opportunities.
- (c) Providing written notice to a reasonable number of specific DBEs so that the DBE's interest in the contract are solicited in sufficient time to allow the firm to participate effectively;
- (d) Following-up on initial written notice or solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested.
- (e) Maintaining documentation of responses received in the effort to solicit DBE participation.
- (f) Selecting portions of work to be performed by DBEs to increase the likelihood of meeting the DBE goal, including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation.
- (g) Providing interested DBEs adequate information about plans, specifications and requirements of the contract.
- (h) Negotiating in good faith with interested DBEs, not rejecting DBEs as unqualified without sound business reasons based on a thorough investigation of the DBE's capabilities.
- (i) Making efforts to assist interested DBEs in obtaining bonding, lines of credit or insurance required by the Local Agency or by the bidder.
- (j) Making effective use of available disadvantaged business organizations, minority bidders' groups, local, state and federal disadvantaged business assistance offices, MoDOT and other organizations that provide assistance in the recruitment and placement of DBEs.

**11.5 Documentation, and Administrative Reconsideration of the Bidder's Good Faith Efforts.** In the bidding documents, the bidder has the opportunity and responsibility to provide certified written documentation as to whether the bidder made a good faith effort to meet the DBE contract goal as proposed by MoDOT. Any bidder that has not met the Commission's proposed DBE contract goal at the time of bid opening must submit the completed "Certification of Good Faith Efforts to Obtain DBE Participation". The certification should be included in the bidding documents, fully and in detail, at the time its sealed bid is submitted, however, if that information is not completed and submitted with the initial sealed bid, the bidder must submit the documentation to the Local Agency on or before 4:00 p.m. of the third business day after the bid opening date. The Local Agency may permit telefax transmittal. The complete and signed original documents shall be mailed to the Local Agency no later than the day of the telefax transmission. No extension of time will be allowed for any reason. The means of transmittal and the risk of timely receipt of the information shall be the bidder's responsibility. The bidder shall attach additional pages to the certification, if necessary, in order to fully detail specific good faith efforts made to obtain certified DBE firm participation in the proposed contract work. If the apparent low bidder appears to have failed to adequately document in the bid that the bidder made a good faith effort to achieve sufficient DBE participation in the contract work, that firm will be offered the opportunity for administrative reconsideration upon written request, before the Local Agency and MoDOT reject that bid as non-responsive. However, regardless of the DBE contract goal participation level proposed by the bidder, or the extent of good faith efforts shown, the apparent low and second low bidders shall each timely

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and separately file their completed and executed "DBE Identification Submittal" or face potential sanctions and the bid bond or guaranty, as specified in Sec 10.0 of these provisions may become the property of the Local Agency subject to the Local Agency's demand.

**12.0 DBE Participation for Contract Goal Credit.** DBE participation on the contract will count toward meeting the DBE contract goal as follows:

- (a) The applicable percentage of the total dollar value of the contract or subcontract awarded to the DBE will be counted toward meeting the DBE contract goal, only if that firm is certified by the MRCC as a DBE at the time the contract or subcontract is executed, and only for the value of the work, goods or services that are actually performed, or provided, by the DBE firm itself.
- (b) When a DBE performs work as a participant in a joint venture, the contractor may count toward the DBE goal only that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the contract work that the DBE has performed with the DBE's own forces. The MoDOT External Civil Rights Director shall be contacted in advance regarding any joint venture involving both a DBE firm and a non-DBE firm to review and approve the contractor's organizational structure and proposed operation. When a DBE subcontracts part of the work of the contract to another firm, the value of that subcontracted work may be counted toward the DBE contract goal only if the DBE's subcontractor at a lower tier is a MoDOT certified DBE. Work that a DBE subcontracts to a non-DBE firm will not count toward the DBE contract goal. The cost of supplies and equipment a DBE subcontractor purchases or leases from the prime contractor or the prime's affiliated firms, or from another non-DBE subcontractor, will not count toward the DBE contract goal.
- (c) The contractor may count expenditures to a DBE subrecipient toward the DBE contract goal only if the DBE performs a commercially useful function (CUF) on that contract.
- (d) A contractor may not count the participation of a DBE subcontractor toward the contractor's final compliance with the contractor's DBE contract goal obligations until the amount being counted has actually been paid to the DBE. A contractor may count 60 percent of the contractor's expenditures actually paid for material and supplies obtained from a DBE certified by MoDOT as a regular dealer, and 100 percent of such expenditures actually paid for materials and supplies obtained from a certified DBE manufacturer.
  - (1) A regular dealer will be defined as a firm that owns, operates, or maintains a store, warehouse or other establishment in which the material, supplies, articles or equipment required and used under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the DBE firm shall be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions will not be considered regular dealers.
  - (2) A DBE firm may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt, without owning, operating or maintaining a place of business where it keeps such items in stock, if the DBE both owns and operates distribution equipment for the products it sells and provides for the contract work. Any supplementation of a regular dealer's

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own distribution equipment shall be by a long-term lease agreement, and not on an ad hoc or contract-by-contract basis.

- (3) If a DBE regular dealer is used for DBE contract goal credit, no additional credit will be given for hauling or delivery to the project site goods or materials sold by that DBE regular dealer. Those delivery costs shall be deemed included in the price charged for the goods or materials by the regular dealer, who shall be responsible for their distribution.
  - (4) A manufacturer will be defined as a firm that operates or maintains a factory or establishment that produces on the premises, the material, supplies, articles or equipment required under the contract and of the general character described by the project specifications. A manufacturer will include firms that produce finished goods or products from raw or unfinished material, or that purchases and substantially alters goods and materials to make them suitable for construction use before reselling them.
- (e) A contractor may count toward the DBE contract goal the following expenditures to certified DBE firms that are not "regular dealers" or "manufacturers" for DBE program purposes:
- (1) The contractor may count toward the DBE contract goal the entire amount of fees or commissions charged by a certified DBE firm for providing a bona fide service, such as professional, technical, consultant or managerial services, or for providing bonds or insurance specifically required for the performance of the federal-aid contract, if the fee is reasonable and not excessive, compared with fees customarily charged for similar services.
  - (2) The contractor may count toward the DBE contract goal the entire amount of that portion of the construction contract that is performed by the DBE's own forces and equipment, under the DBE's supervision. This includes the cost of supplies and material ordered and paid for by the DBE for contract work, including supplies purchased or equipment leased by the DBE except supplies and equipment a DBE subcontractor purchases or leases from the prime contractor or its affiliates.
- (f) A contractor may count toward the DBE contract goal 100 percent of the fees paid to a certified DBE trucker or hauler for delivery of material and supplies required on a job site, but not for the cost of those materials or supplies themselves, or for the removal or relocation of excess material from or at the job site, when the DBE certified trucking company is not also the manufacturer of or a regular dealer in those material and supplies, provided that the trucking or hauling fee is determined by MoDOT to be reasonable as compared with fees customarily charged by non-DBE firms for similar services. The certified DBE trucking firm shall also perform a CUF on the project and not operate merely as a pass through for the purposes of gaining credit toward the contract DBE goal. Prior to submitting a bid, the contractor shall determine, or contact the MoDOT External Civil Rights Director for assistance in determining, whether a DBE trucking firm will meet the criteria for performing a CUF on the project.
- (g) The contractor will receive DBE contract goal credit for the fees or commissions charged by and paid to a DBE broker who arranges or expedites sales, leases or other project work or service arrangements, provided that those fees are determined by MoDOT to be reasonable and not excessive, as compared with fees customarily

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charged by non-DBE firms for similar services. A broker will be defined as a person or firm that does not own or operate the delivery equipment necessary to transport materials, supplies or equipment to or from a job site; a broker typically will not purchase or pay for the material, supplies or equipment, and if the broker does purchase or pay for those items, those costs will be reimbursed in full. In most instances, the broker is merely the entity making arrangements for delivery of material, supplies, equipment, or arranging project services. To receive DBE contract goal credit, MoDOT must determine that the DBE broker has performed a CUF in providing the contract work or service.

**13.0 Performing a Commercially Useful Function (CUF).** No credit toward the DBE contract goal will be allowed for contract payments or expenditures to a DBE firm, if that DBE firm does not perform a CUF on that contract. A DBE performs a CUF when the DBE is solely responsible for execution of a distinct element of the contract work, and the DBE actually performs, manages and supervises the work involved with the firm's own forces. To perform a CUF, the DBE alone shall be responsible, and alone must bear the risk, for the material and supplies used on the contract, selecting a supplier or dealer from those available, negotiating price, determining quality and quantity, ordering the material and supplies, installing those materials with the DBE's own forces and equipment and paying for those materials and supplies. The amount the DBE firm is to be paid under the contract shall be commensurate with the work the DBE actually performs and the DBE credit claimed for the DBE's performance.

**13.1 Contractor's Obligation to Monitor CUF Performance.** It shall be solely the contractor's responsibility to ensure that all DBE firms perform a CUF. Further, the contractor is responsible to, and shall ensure that each DBE firm fully performs the DBE's designated tasks, with the DBE's own forces and equipment, under the DBE's own direct supervision and management. MoDOT is under no obligation to warn the contractor that a DBE's participation may not count toward the goal, other than through official notification with an opportunity for administrative reconsideration at the conclusion of the contract work.

**13.2 DBEs Must Perform a Useful and Necessary Role in Contract Completion.** A DBE does not perform a commercially useful function if the DBE's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

**13.3 DBEs Must Perform The Contract Work With Their Own Workforces.** If a DBE does not perform and exercise responsibility for at least 30 percent of the total cost of the DBE's contract with the DBE's own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, MoDOT will presume that the DBE is not performing a commercially useful function.

**13.4 Factors Used to Determine if a DBE Trucking Firm is Performing a CUF.** The following factors will be used to determine whether a DBE trucking company is performing a commercially useful function (CUF):

- (a) To perform a CUF, the DBE trucking firm shall be completely responsible for the management and supervision of the entire trucking operation that the DBE is being paid for on the contract work. There shall not be contrived arrangement, including but not limited to, any arrangement that would not customarily exist under regular construction project subcontracting practices for the purpose of meeting the DBE contract goal.

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- (b) The DBE must own and operate at least one fully licensed, insured and operational truck used in performance of the contract work. This does not include a supervisor's pickup truck or a similar vehicle that is not suitable for hauling the necessary materials or supplies.
- (c) The DBE receives 100 percent contract goal credit for the total reasonable amount the DBE is paid for the transportation services provided on the contract using trucks the DBE owns, insures and operates, using drivers that the DBE employs.
- (d) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE firm that leases trucks from another DBE will receive credit for the total fair market value actually paid for of the transportation services the lessee DBE firm provides on the contract.
- (e) The DBE may also lease trucks from a non-DBE firm, including an owner-operator. However, the DBE who leases trucks from a non-DBE is entitled to DBE contract goal credit only for the brokerage fee or commission the DBE receives as a result of the lease arrangement. The DBE will not receive credit for the total value of the transportation services provided by the non-DBE lessee. Furthermore, no DBE contract goal credit will be allowed, even for brokerage fees or commissions, where the DBE leases the trucks from the contractor on the project or a firm owned, controlled by, or affiliated by ownership or control to, the contractor.
- (f) For purposes of this section, the lease shall indicate that the DBE firm leasing the truck has exclusive use of and control over the truck. This will not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, provided the lease gives the DBE absolute priority for and control over the use of the leased truck. Leased trucks shall display the name and identification number of the DBE firm that has leased the truck at all times during the life of that lease.

**13.5 MoDOT Makes Final Determination On Whether a CUF Is Performed.** MoDOT and the Commission will have the final authority to determine whether a DBE firm has performed a CUF on a federal-aid contract. To determine whether a DBE is performing or has performed a CUF, MoDOT will evaluate the amount of work subcontracted by that DBE firm or performed by other firms, and the other firms forces and equipment. Any DBE work performed by the contractor, or by employees or equipment of the contractor will be subject to disallowance under the DBE Program, unless the independent validity and need is demonstrated.

**14.0 Use of Joint Checks**

Request for joint checks must be made to MoDOT by the contractor. Prior approval must be given before the use of joint checks is allowed. Contact External Civil Rights Division at 573-751-4309 or [dbes@modot.mo.gov](mailto:dbes@modot.mo.gov) to request a Joint Check Request Form.

**15.0 Verification of DBE Participation, Liquidated Damages.**

**15.1** Prior to final payment by the Local Agency, the contractor shall file with the Local Agency a detailed list showing each DBE used on the contract work, and the work performed by each DBE. The list shall show the actual dollar amount paid to each DBE for the creditable work on the contract, less any rebates, kickbacks, deductions, withholdings or other repayments made. The list shall be certified under penalty of perjury, or other law, to be accurate and complete. MoDOT and the Commission will use this certification and other information available to determine if the contractor and the contractor's DBEs satisfied the DBE contract goal percentage specified in the contract and the extent to which the DBEs were fully paid for that

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work. The contractor shall acknowledge, by the act of filing the detailed list, that the information is supplied to obtain payment regarding a federal participation contract.

**15.2** Failure on the part of the contractor to achieve the DBE participation to which the contractor committed in the contract may result in liquidated damages being imposed on the contractor by the Commission for breach of contract and for non-compliance. If the contract was awarded with less than the original DBE contract goal proposed by the Commission, the revised lower amount shall become the final DBE contract goal, and that goal will be used to determine any liquidated damages to be assessed. Additionally, the Commission or MoDOT may impose any other administrative sanctions or remedies available at law or provided by the contract in the event of breach by the contractor by failing to satisfy the contractor's DBE contract goal commitment. However, no liquidated damages will be assessed, and no other administrative sanctions or remedies will be imposed when, for reasons beyond the control of the contractor and despite the good faith efforts made by the contractor, the final DBE contract goal participation percentage was not achieved. The contractor will be offered the opportunity for administrative reconsideration of any assessment of liquidated damages, upon written request. The administrative reconsideration officer may consider all facts presented, including the legitimacy or business reason for back charges assessed against a DBE firm, in determining the final amount of liquidated damages.

**16.0 Prompt Payment Requirements.** In accordance with Title 49 CFR 26.29, the contractor shall comply with the prompt payment requirements of that regulation, Section 34.057, RSMo., the provisions of the Commission's rule 7 CSR 10-8.111 and the contract. By bidding on a federal-aid contract, and by accepting and executing that contract, the contractor agrees to assume these contractual obligations, and to bind the contractor's subrecipients contractually to those prompt payment requirements at the contractor's expense.

**17.0 Miscellaneous DBE Program Requirements.** In accordance with Title 49 CFR Part 26 and the Commission's DBE Program rules in Title 7 CSR Division 10, Chapter 8, the contractor, for both the contractor and for the contractor's subcontractors and suppliers, whether DBE firms or not, shall commit to comply fully with the auditing, record keeping, confidentiality, cooperation and anti-intimidation or retaliation provisions contained in those federal and state DBE Program regulations. By bidding on a federal-aid contract, and by accepting and executing that contract, the contractor agrees to assume these contractual obligations, and to bind the contractor's subrecipients contractually, at the contractor's expense.

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## **GENERAL PROVISIONS**

The Supplementary Conditions define the Project; establish the standards by which the work will be performed and further clarify those standards for the specific locations involved. These Supplementary Conditions supersede all other provisions of the documents wherein there is a conflicting statement. The performance of the work, the material requirements, the basis of measurement and the basis of payment for the various portions of the work shall be in accordance with the appropriate sections of the Kansas City Chapter of the APWA "Standard Specifications and Design Criteria" current edition, except as altered or modified by these supplementary conditions, and the contract document entitled, "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri, latest edition. This document shall be considered Supplementary Conditions for the purpose of Section 1.39 of the Kansas City Chapter of the APWA "Standard Specifications and Design Criteria" and shall be take precedence for construction. All equipment and material not covered by APWA, the City's Technical Specifications or the 2019 Missouri Standard Specifications for Highway Construction Manual are included following this sheet. *Where the standards are in conflict, the more stringent criteria shall apply.*

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(Job Special Provisions shall prevail over Specification and/or General Provisions whenever in conflict therewith)

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- E. Silt Fence
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A. *Mobilization, Bonds and Insurance:* Please see "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri, latest edition" for additional information. Mobilization, bonds and insurance shall be a lump sum (LS) item for payment. Payment shall be made on the following schedule.

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

B. *Sidewalk Existing Material Removal:* The unit price named in the bid shall be for the Square Foot (SF) of existing material removed to install the proposed **4" thick** concrete sidewalk. The unit price named in the bid shall cover all costs in connection therewith, including cutting, tree branch trimming and disposal, removal of existing material, disposal of material and site preparation. Contractor shall repair at no additional cost any items damaged during construction.

C. *Sidewalk Installation:* The unit price named in the bid shall be for the Square Foot (SF) of **4" thick** concrete sidewalk installed. The unit price named in the bid shall cover all costs in connection therewith, including cutting, expansion joint material with (3) grease capped #5 smooth dowels, placement of AB-3 subgrade leveling course as required, installation of new **4" thick** concrete and protection of the new concrete during the curing process. **Concrete shall be an approved KCMMB 4K mixture.** The concrete

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shall NOT be reinforced with rebar. Contractor shall repair at no additional cost any items damaged during construction.

- D. *ADA Ramp:* The unit price named in the bid shall be for Each ADA Ramp installed. The unit price named in the bid shall cover all costs in connection therewith, including cutting, removal of existing material, disposal of material, doweling into existing concrete, truncated dome pad (more than one pad may be required), removing and replacing up to 20 LF of curb, installation of new ADA Ramp and protection of the new ramp during the curing process. **Concrete used in the ADA Ramp shall be an approved KCMMB 4K mixture.** Contractor shall repair at no additional cost any items damaged during construction. **The ADA ramp shall be 6" thick concrete without reinforcement bar.**
- E. *Silt Fence:* The unit price named in the bid shall be for the linear feet (LF) of silt fence installed. The installation of the silt fence will be determined in the field during construction. The unit price shall cover all costs in connection therewith for the installation and removal of silt fence.
- F. *Inlet Protection:* The unit price named in the bid shall be for Each protected inlet. The unit price shall cover all costs in connection therewith for the installation and removal of inlet protection.
- G. *Construction Staking:* Construction staking shall cover marking Right of Way limits and any other staking requirement the contractor may require to construct the project. No work or storage of materials is permitted outside of the right of way, without written permission from the property owner. Construction staking shall be a lump sum (LS) item for payment. Payment shall be made on the following schedule.

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

- H. *Traffic Control:* The various traffic control signs listed below shall be for Each item utilized. The items shall be compliant with the latest edition of the MUTCD specifications. The signs shall include all labor, mounting equipment, hardware and any other items to remove and reset the signs daily during construction. The stop/slow paddle item shall also include certified personnel to operate the paddle. The three-line illuminated message boards shall be on site (1) week prior to construction and remain on site while lane closures are required. Lane closure only allowed during material removal and material delivery.
  - a. Road Work Ahead (W20-1)
  - b. One Lane Road (W20-4)
  - c. Flagger (W20-7)
  - d. Stop/Slow Paddle (W20-8)
  - e. End Road Work (G20-2)

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- f. Sidewalk Closed (R9-9)
  - g. Channelizers
  - h. Three-Line Illuminated Message Board
- I. *Site Restoration/Hydroseeding:* The unit price named in the bid shall be for the Lump Sum (LS) of site restoration and hydroseeding required. The unit price shall cover all costs in connection therewith for the restoration and hydroseeding of all areas disturbed during construction of this project. The site shall be restored to pre-construction quality. Hydroseeding shall be performed in conformance with KC APWA section 2404. A 4" deep layer of topsoil shall be considered subsidiary to all areas requiring soil as part of the site restoration. Topsoil shall be defined as: fertile, friable and loamy soil of uniform quality, without admixture of subsoil material, and shall be free from material such as hard clods, stiff clay, hardpan, partially disintegrated stone, pebbles larger than one inch in diameter, and other impurities. Topsoil shall be relatively free from grass, roots, weeds and other objectionable plant material or vegetative debris undesirable or harmful to plant life or which will prevent the formation of a suitable seedbed. **Regardless of what season of the year the project is awarded, acceptance of this project and release of final payment will not occur until vegetation is established.**
- J. *Working Hours:* No work shall start before 7:00 A.M. including maintenance of equipment. ALL streets will be open to traffic no later than 4:00 p.m. unless expressly authorized in writing by the City Engineer. The City Engineer shall approve all work to be performed on Saturday, Sunday and on any holidays. All requests for doing such work shall be given 48 hours in advance.
- K. *Construction Schedule:* After being awarded the contract, the Contractor shall immediately prepare and submit for approval by the City, a construction schedule that will insure completion of the project within the contract time. The schedule shall be submitted to the Engineer within ten (10) calendar days after issuance of the notice of award. The Contractor will notify the City immediately of any significant changes in the submitted schedule of work.
- L. *Weather Limitations:* The contractor shall follow the Mid-West Concrete Industry Board, Inc (MCIB) Sections 10 and 11 for cold or hot weather concrete with the following addition, concrete may not be placed when air temperatures are below 34 degrees fahrenheit.
- M. *Pre-construction photos:* The contractor shall submit pre-construction photos prior to construction.
- N. *Existing Utilities:* Contractor shall adjust City owned utilities, adjustments will be subsidiary to sidewalk installation. The City of Raymore will provide required parts to adjust city owned utilities if required.
- O. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS

**1.0 Description:** Insert the following additional program provisions in the Disadvantaged Business Enterprise (DBE) Program Requirements of the General Provisions and Supplemental Specifications to 2011 Missouri Standard Specifications for Highway Construction.

**2.0 Factors Used to Determine if a DBE Regular Dealer of Liquid Asphalt is Performing a CUF.** The DBE must be responsible with respect to materials and supplies used on a contract perform all of the following, pursuant to 49 CFR § 26.55(c)(1) and 7 CSR 10-8.131:

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- (a) Negotiating price.
- (b) Determining quality and quantity.
- (c) Ordering the material.
- (d) Paying for the material itself.
- (e) 30% of the work must be performed by the DBE's permanent employees (which does not include owner-operators or leased employees) or those hired by the DBE firm for the project from an independent source other than the prime contractor, such as a union hall. For at least 30% of the work the DBE's owned (not leased) equipment shall be used and the DBE must provide documentation that this owned equipment was used on the project as required by this provision.
- (f) For up to 70% of the remaining work the equipment used by the DBE must be by long term lease (at least one year) with another DBE or non-DBE but not the prime contractor. The DBE must have absolute priority over other businesses or entities to use the long term leased equipment and must display the name and identification number of the DBE.
- (g) The Contractor shall require DBE subcontractors to provide documentation in one of the following formats: bills of lading, hauling tickets, shippers manifest, and/or paid invoices. Regardless of the document format, the document(s) shall include the following information: name of the carrier, full name of the driver, driver ID number(s), truck and tanker ID or VIN number, and reflect the contract number, job number, county and route

The contract number, job number, county and route can be reported through a consignee number or lift number, as long as the DBE Subcontractor has provided the consignee number, or lift number, along with project specific information which shall include contract number, job number, county and route.

The documentation must be submitted and generated by the DBE Subcontractor and be printed on letterhead or other similar documentation outlining the contact information for the DBE Subcontractor. In addition the documentation shall indicate the quantity and amount invoiced to the prime contractor (Such as an invoice). **"MoDOT's DBE Contractor/Subcontractor Project Trucker and Equipment List"** (Form 1) will be provided by MoDOT and shall be completed and submitted to MoDOT by the DBE Subcontractor or Liquid Asphalt Supplier before Asphalt Operations begin. The DBE Subcontractor shall report all trucks and tankers they currently own and all full time drivers that they employ, including all of the drivers numbers for each terminal the drivers pick up from. In addition the DBE Subcontractor shall include a list of "long term" leased equipment, along with drivers and drivers' numbers to the DBE Subcontractor Project Trucker and Equipment List. The DBE Subcontractor shall attach copies of all current long term lease agreements to the DBE Subcontractor Project Trucker and Equipment List.

- (h) DBE Trucking/Hauling regulations do not apply to regular dealers of liquid asphalt.

**3.0 When a DBE Regular Dealer of Liquid Asphalt is Not Eligible for DBE Credit.**

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- (a) "If its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of DBE participation." 49 CFR § 26.55(c)(2)
- (b) If the type of transaction does not allow the DBE subcontractor to perform one of the four required functions, such as a prime contractor deciding the price of a commodity to be supplied by the DBE, that transaction is not eligible for DBE credit.
- (c) Work that is performed with trucks that are not owned nor under a lease of at least one year by the DBE will not be eligible for DBE credit.
- (d) A lack of documentation verifying that at least one DBE owned (not leased) tractor and tanker/ trailer was used to haul liquid asphalt on the project will result in no DBE credit given on that project.

**4.0 This form will be completed by the inspector from the project office during the time of the project.** MoDOT will use the *MoDOT DBE Job-Site Review CUF Determination Form* to verify CUF was performed on the project, a copy of which is available on the MoDOT Contractor Resource website.

*Engineer's Seal*



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## FHWA Form 1273

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design- build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and

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with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

## II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
  - b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the- job training."
2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
  3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
    - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
    - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
    - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
    - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
    - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
  4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
    - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral

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sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
  - c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
  - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
  - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
  - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.
6. Training and Promotion:
- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
  - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for

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training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
  - d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
  - b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
  - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
  - d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
  - a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
  - b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.
10. Assurance Required by 49 CFR 26.13(b):
  - a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
  - b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
  - a. The records kept by the contractor shall document the following:
    - (1) The number and work hours of minority and non- minority group members and women employed in each work classification on the project;
    - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
    - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
  - b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should

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reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

1. Minimum wages

- a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe

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benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers

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performing work in the classification under this contract from the first day on which work is performed in the classification.

- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis- Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of

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the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

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- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the

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applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of

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apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis- Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. Certification of eligibility.
  - a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half

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times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
  - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant

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Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
  - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
  - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
  - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
    - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
  3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
  4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
  5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may

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determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal- aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented; Shall be fined under this title or imprisoned not more than 5 years or both."

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IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:
  - a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
  - b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
  - c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
  - d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  - e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower

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"Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
  - g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
  - h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
  - i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  - j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:
- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

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- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered

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into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

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- a. To the extent that qualified persons regularly residing in the area are not available.
  - b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
  - c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
  3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
  4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
  5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
  6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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**FEDERAL AID PROVISIONS**

**December 1980**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE  
 EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidders attention is called to the "Equal Opportunity Clause" and the Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth therein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:
3. Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their covered construction work, such contractors are required to comply with the following goals:

Goals for Female participation for each trade

AREA COVERED

Goals for women apply nationwide

GOALS AND TIMETABLES

**Goals**

Timetable	(Percent)
From April 1, 1978 until March 31, 1979	3.1
From April 1, 1979 until March 31, 1980	5.1
From April 1, 1980 until March 31, 1981	6.9

**Goals for Minority Participation for Each Trade**

<b>County</b>	<b>Goal (percent)</b>	<b>County</b>	<b>Goal (percent)</b>
Adair	4	Linn	4
Andrew	3.2	Livingston	10
Atchison	10	McDonald	2.3
Audrain	4	Macon	4
Barry	2.3	Madison	11.4
Barton	2.3	Maries	11.4
Bates	10	Marion	3.1
Benton	10	Mercer	10
Bollinger	11.4	Miller	4
Boone	6.3	Mississippi	11.4
Buchanan	3.2	Moniteau	4
Butler	11.4	Monroe	4
Caldwell	10	Montgomery	11.4

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Callaway	4	Morgan	4
Camden	4	New Madrid	26.5
Cape Girardeau	11.4	Newton	2.3
Carroll	10	Nodaway	10
Carter	11.4	Oregon	2.3
Cass	12.7	Osage	4
Cedar	2.3	Ozark	2.3
Chariton	4	Pemiscot	26.5
Christian	2	Perry	11.4
Clark	3.4	Pettis	10
Clay	12.7	Phelps	11.4
Clinton	10	Pike	3.1
Cole	4	Platte	12.7
Cooper	4	Polk	2.3
Crawford	11.4	Pulaski	2.3
Dade	2.3	Putnam	4
Dallas	2.3	Ralls	3.1
Daviess	10	Randolph	4
DeKalb	10	Ray	12.7
Dent	11.4	Reynolds	11.4
Douglas	2.3	Ripley	11.4
Dunklin	26.5	St. Charles	14.7
Franklin	14.7	St. Clair	2.3
Gasconade	11.4	St. Francois	11.4
Gentry	10	Ste. Genevieve	11.4
Greene	2	St. Louis City	14.7
Grundy	10	St. Louis County	14.7
Harrison	10	Saline	10
Henry	10	Schuyler	4
Hickory	2.3	Scotland	4
Holt	10	Scott	11.4
Howard	4	Shannon	2.3
Howell	2.3	Shelby	4
Iron	11.4	Stoddard	11.4
Jackson	12.7	Stone	2.3
Jasper	2.3	Sullivan	4
Jefferson	14.7	Taney	2.3
Johnson	10	Texas	2.3
Knox	4	Vernon	2.3
Laclede	2.3	Warren	11.4
Lafayette	10	Washington	11.4
Lawrence	2.3	Wayne	11.4
Lewis	3.1	Webster	2.3
Lincoln	11.4	Worth	10
		Wright	2.3

These goals are applicable to all of the contractor's construction work (whether or not is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually

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performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on Its Implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its effort to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority, or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

4. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
5. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" of the county, route and limits described in the proposal for the work.

July 1986

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION**  
**CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation which this contract resulted.
  - b. "Director" mean Director, Office of Federal Contract Compliance Programs, United States Department of labor, or any person to who the Director delegates authority;
  - c. "Employer Identification Number" means the Federal Social Security number used on the Employer's quarterly Federal Tax Return, U.S. Treasury Department Form 941;
  - d. "Minority" includes;
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and pacific islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian Subcontinent, or the Pacific Islands; and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintain identifiable affiliations through membership and participation or community identifications.

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2. Whenever the Contractor, or any Subcontractor at any tier, subcontractors a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contract is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through the association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with the Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligation under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractors' failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with who the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours or apprentices and trainees to be counted in meeting the goal, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be used its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

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- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and all facilities at which the Contractor's employees are assigned to work. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has as collective bargaining agreement has not referred to the contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant of the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources complied under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least one a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, General foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, person attending, subject matter discussed, and the disposition of the subject matter.

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- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media and providing written notification to and discussing the contractor's EEO policy with other Contractors and Subcontractors with who the Contractor does or anticipates doing business.
  - i. Direct is a recruitment effort, both oral and written, to minority female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance or applicants for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and test to be used in the selection process.
  - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer vacations employment to minority and female youth both on the site and in other areas or contractor's workforce.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligation under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations or offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling anyone or more of its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that

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the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the executive order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contract pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Direct shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be constructed as a limitation upon the application of other laws which establish different standard of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Action of 1977 and the Community Development Block Grant Program).

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### **OPERATING POLICY STATEMENT**

The contractor shall accept as his operating policy the following statement, or one of equal coverage, which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program.

"It is the policy of this company to assure that applicants are employed, and that employees are treated during employment without regard to their race, religion, sex, color, or national origin. Such action shall include: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

### **SUPPLEMENTAL REPORTING REQUIREMENTS**

- A. The Contractor will keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate the number of minority and non-minority group members and women employed in each work classification on the project.
- B. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Highway Agency and the Federal Highway Administration.
- C. The contractor and each covered subcontractor will submit to the State Highway Agency, for the month of July, for the duration of the project, a report (Form PR-1391) "Federal-Aid Highway Construction Contractors Annual EEO Report", indicating the number of minority, women and non-minority group employees currently engaged in each work classification required by the contract work.

### **NONDISCRIMINATION IN EMPLOYMENT**

**July 1990**

The following provisions are added by the State to the Required Contract Provisions of Federal-Aid Contracts.

The contractor is advised that the exemptions referred to in the Required Contract Provisions, Federal-Aid contracts under Section II, Nondiscrimination, Paragraph 3g, with respect to contracts and subcontracts, are substantial and are to be found in Chapter 60, Office of Federal Contract Compliance, Equal Employment Opportunity, Department of Labor (33 Federal Register 7804-7812, May 28, 1968, effective July 1, 1968, Chapter 60, Title 41, Code of Federal Regulations), by which contracts and subcontracts of \$10,000 or less and certain contracts and subcontracts for indefinite quantities are exempt.

The two pertinent exemption clauses are as follows:

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- (a) General - (1) Transactions of \$10,000 or under. Contracts and Subcontractors not exceeding \$10,000, other than Government bills of lading, and other than contract and subcontracts with depositories of Federal funds in any amount and with financial institutions which are issuing and paying agents for U.S. savings bonds and savings notes, are exempt from the requirements of the equal opportunity clause. In determining the applicability of this exemption to any federally assisted construction contract, or subcontract thereunder, the amount of such contract or subcontract rather than the amount of the Federal financial assistance shall govern. No agency, contractor, or subcontractor shall procure supplies or services in a manner so as to avoid applicability of the equal opportunity clause: Provided, that where a contractor has contracts or subcontracts with the Government in any 12-month period which have an aggregate total value (or can reasonably be expected to have an aggregate total value) exceeding \$10,000, the \$10,000 or under exemption does not apply, and the contracts are subject to the order and the regulation issued pursuant thereto regardless of whether any single contracts exceeds \$10,000.

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

## Annual Wage Order No. 26

Section 019  
**CASS COUNTY**

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

Original Signed by

Taylor Burks, Director  
Division of Labor Standards

Filed With Secretary of State: March 8, 2019

Last Date Objections May Be Filed: April 8, 2019

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for  
 CASS County

REPLACEMENT PAGE

Section 019

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Asbestos Worker		\$60.87
Boilermaker		\$20.89*
Bricklayer		\$55.61
Carpenter		\$55.82
Lather		
Linoleum Layer		
Millwright		
Pile Driver		
Cement Mason		\$51.38
Plasterer		
Communications Technician		\$20.89*
Electrician (Inside Wireman)		\$20.89*
Electrician Outside Lineman		\$20.89*
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Elevator Constructor		\$20.89*
Glazier		\$20.89*
Ironworker		\$59.37
Laborer		\$44.92
General Laborer		
First Semi-Skilled		
Second Semi-Skilled		
Mason		\$20.89*
Marble Mason		
Marble Finisher		
Terrazzo Worker		
Terrazzo Finisher		
Tile Setter		
Tile Finisher		
Operating Engineer		\$20.89*
Group I		
Group II		
Group III		
Group III-A		
Group IV		
Group V		
Painter		\$20.89*
<b>Plumber</b>		<b>\$67.39</b>
Pipe Fitter		
Roofer		\$51.85
Sheet Metal Worker		\$64.35
Sprinkler Fitter		\$20.89*
Truck Driver		\$20.89*
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		

\*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

Heavy Construction Rates for  
 CASS County

Section 019

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Carpenter		\$60.13
Millwright		
Pile Driver		
Electrician (Outside Lineman)		\$20.89*
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Laborer		\$46.51
General Laborer		
Skilled Laborer		
Operating Engineer		\$54.85
Group I		
Group II		
Group III		
Group IV		
Truck Driver		\$45.06
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		

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

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

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

\*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

# OVERTIME and HOLIDAYS

## OVERTIME

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

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

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

## HOLIDAYS

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

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

## CULTURAL RESOURCE ASSESSMENT Section 106 Review

**CONTACT PERSON/ADDRESS**

**C:**

Mr. Greg Rokos  
City of Raymore  
100 Municipal Cir  
Raymore, MO 64083

Ms. Raegan Ball, FHWA  
Mr. Taylor Peters, FHWA  
Mr. Michael Meinkoth, MoDOT

**PROJECT:**

Foxridge Drive Sidewalks SRTS – Foxridge Drive from Drake to 163<sup>rd</sup> Street, Raymore, MO

**FEDERAL AGENCY**

FHWA

**COUNTY:**

Cass

The State Historic Preservation Office has reviewed the information submitted on the above referenced project. Based on this review, we have made the following determination:

- After review of initial submission, the project area has a low potential for the occurrence of cultural resources. A cultural resource survey, therefore, is not warranted.
- Adequate documentation has been provided (36 CFR Section 800.11). There will be "no historic properties affected" by the current project.
- An adequate cultural resource survey of the project area has been previously conducted. It has been determined that for the proposed undertaking there will be "no historic properties affected".

For the above checked reason, the State Historic Preservation Office has no objection to the initiation of project activities. PLEASE BE ADVISED THAT, IF THE CURRENT PROJECT AREA OR SCOPE OF WORK ARE CHANGED, A BORROW AREA IS INCLUDED IN THE PROJECT, OR CULTURAL MATERIALS ARE ENCOUNTERED DURING CONSTRUCTION, APPROPRIATE INFORMATION MUST BE PROVIDED TO THIS OFFICE FOR FURTHER REVIEW AND COMMENT. Please retain this documentation as evidence of compliance with Section 106 of the National Historic Preservation Act, as amended.

By: Toni M. Prawl  
Toni M. Prawl, PhD, Deputy State Historic Preservation Officer

September 24, 2019  
Date

MISSOURI DEPARTMENT OF NATURAL RESOURCES  
HISTORIC PRESERVATION PROGRAM  
P.O. Box 176, Jefferson City, Missouri 65102  
For additional information, please contact Amanda Burke 573-522-4641  
Please be sure to refer to the project number: **010-CS-19**



## United States Department of the Interior

FISH AND WILDLIFE SERVICE  
Missouri Ecological Services Field Office  
101 Park Deville Drive  
Suite A  
Columbia, MO 65203-0057  
Phone: (573) 234-2132 Fax: (573) 234-2181



IPaC Record Locator: 715-18013230

August 23, 2019

Subject: Consistency letter for the 'Foxridge Sidewalks' project (TAILS 03E14000-2019-R-2734) under the revised February 5, 2018, FHWA, FRA, FTA Programmatic Biological Opinion for Transportation Projects within the Range of the Indiana Bat and Northern Long-eared Bat.

To whom it may concern:

The U.S. Fish and Wildlife Service (Service) has received your request dated to verify that the **Foxridge Sidewalks** (Proposed Action) may rely on the revised February 5, 2018, FHWA, FRA, FTA Programmatic Biological Opinion for Transportation Projects within the Range of the Indiana Bat and Northern Long-eared Bat (PBO) to satisfy requirements under Section 7(a)(2) of the Endangered Species Act of 1973 (ESA) (87 Stat.884, as amended; 16 U.S.C. 1531 *et seq.*).

Based on the information you provided (Project Description shown below), you have determined that the Proposed Action will have no effect on the endangered Indiana bat (*Myotis sodalis*) or the threatened Northern long-eared bat (*Myotis septentrionalis*). If the Proposed Action is not modified, **no consultation is required for these two species.**

**For Proposed Actions that include bridge/structure removal, replacement, and/or maintenance activities:** If your initial bridge/structure assessments failed to detect Indiana bats, but you later detect bats during construction, please submit the Post Assessment Discovery of Bats at Bridge/Structure Form (User Guide Appendix E) to this Service Office. In these instances, potential incidental take of Indiana bats may be exempted provided that the take is reported to the Service.

If the Proposed Action may affect any other federally-listed or proposed species and/or designated critical habitat, additional consultation between the lead Federal action agency and this Service Office is required. If the proposed action has the potential to take bald or golden eagles, additional coordination with the Service under the Bald and Golden Eagle Protection Act may also be required. In either of these circumstances, please advise the lead Federal action agency for the Proposed Action accordingly.

08/23/2019

(PaC Record Locator: 715-18013230)

2

The following species may occur in your project area and **are not** covered by this determination:

- Gray Bat, *Myotis grisescens* (Endangered)
- Mead's Milkweed, *Asclepias meadii* (Threatened)

08/23/2019

IPaC Record Locator: 715-18013230

## **Project Description**

The following project name and description was collected in IPaC as part of the endangered species review process.

### **Name**

Foxridge Sidewalks

### **Description**

A 5-foot sidewalk on the East side of Foxridge Drive from Drake Lane to 163rd Street in Raymore, Missouri. The timing of the project will be Spring/Summer 2020.

## Determination Key Result

Based on the information you provided, you have determined that the Proposed Action will have no effect on the endangered Indiana bat and/or the threatened Northern long-eared bat. Therefore, no consultation with the U.S. Fish and Wildlife Service pursuant to Section 7(a)(2) of the Endangered Species Act of 1973 (ESA) (87 Stat. 884, as amended 16 U.S.C. 1531 *et seq.*) is required for these two species.

## Qualification Interview

1. Is the project within the range of the Indiana bat<sup>[1]</sup>?

[1] See [Indiana bat species profile](#)

**Automatically answered**

*Yes*

2. Is the project within the range of the Northern long-eared bat<sup>[1]</sup>?

[1] See [Northern long-eared bat species profile](#)

**Automatically answered**

*Yes*

3. Which Federal Agency is the lead for the action?

*A) Federal Highway Administration (FHWA)*

4. Are *all* project activities limited to non-construction<sup>[1]</sup> activities only? (examples of non-construction activities include: bridge/abandoned structure assessments, surveys, planning and technical studies, property inspections, and property sales)

[1] Construction refers to activities involving ground disturbance, percussive noise, and/or lighting.

*No*

5. Does the project include *any* activities that are **greater than** 300 feet from existing road/rail surfaces<sup>[1]</sup>?

[1] Road surface is defined as the actively used [e.g. motorized vehicles] driving surface and shoulders [may be pavement, gravel, etc.] and rail surface is defined as the edge of the actively used rail ballast.

*No*

08/23/2019

IPaC Record Locator: 715-18013230

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6. Does the project include *any* activities **within** 0.5 miles of a known Indiana bat and/or NLEB hibernaculum<sup>[1]</sup>?  
  
[1] For the purpose of this consultation, a hibernaculum is a site, most often a cave or mine, where bats hibernate during the winter (see suitable habitat), but could also include bridges and structures if bats are found to be hibernating there during the winter.  
  
*No*
  
7. Is the project located **within** a karst area?  
  
*No*
  
8. Is there *any* suitable<sup>[1]</sup> summer habitat for Indiana Bat or NLEB **within** the project action area<sup>[2]</sup>? (includes any trees suitable for maternity, roosting, foraging, or travelling habitat)  
  
[1] See the Service's [summer survey guidance](#) for our current definitions of suitable habitat.  
  
[2] The action area is defined as all areas to be affected directly or indirectly by the Federal action and not merely the immediate area involved in the action (50 CFR Section 402.02). Further clarification is provided by the [national consultation FAQs](#).  
  
*No*
  
9. Does the project include maintenance of the surrounding landscape at existing facilities (e.g., rest areas, stormwater detention basins)?  
  
*No*
  
10. Does the project include wetland or stream protection activities associated with compensatory wetland mitigation?  
  
*No*
  
11. Does the project include slash pile burning?  
  
*No*
  
12. Does the project include *any* bridge removal, replacement, and/or maintenance activities (e.g., any bridge repair, retrofit, maintenance, and/or rehabilitation work)?  
  
*No*
  
13. Does the project include the removal, replacement, and/or maintenance of *any* structure other than a bridge? (e.g., rest areas, offices, sheds, outbuildings, barns, parking garages, etc.)  
  
*No*

08/23/2019

IPaC Record Locator: 715-18013230

6

14. Will the project involve the use of **temporary** lighting *during* the active season?

*No*

15. Will the project install new or replace existing **permanent** lighting?

*No*

16. Are *all* project activities that are **not associated with** habitat removal, tree removal/trimming, bridge and/or structure activities, temporary or permanent lighting, or use of percussives, limited to actions that DO NOT cause any additional stressors to the bat species?

Examples: lining roadways, unlighted signage , rail road crossing signals, signal lighting, and minor road repair such as asphalt fill of potholes, etc.

*Yes*

17. Will the project raise the road profile **above the tree canopy**?

*No*

18. Is the location of this project consistent with a No Effect determination in this key?

**Automatically answered**

*Yes, because the project action area not within suitable Indiana bat and/or NLEB summer habitat and is outside of 0.5 miles of a hibernaculum.*

08/23/2019

IPaC Record Locator: 715-18013230

## **Determination Key Description: FHWA, FRA, FTA Programmatic Consultation For Transportation Projects Affecting NLEB Or Indiana Bat**

This key was last updated in IPaC on March 16, 2018. Keys are subject to periodic revision.

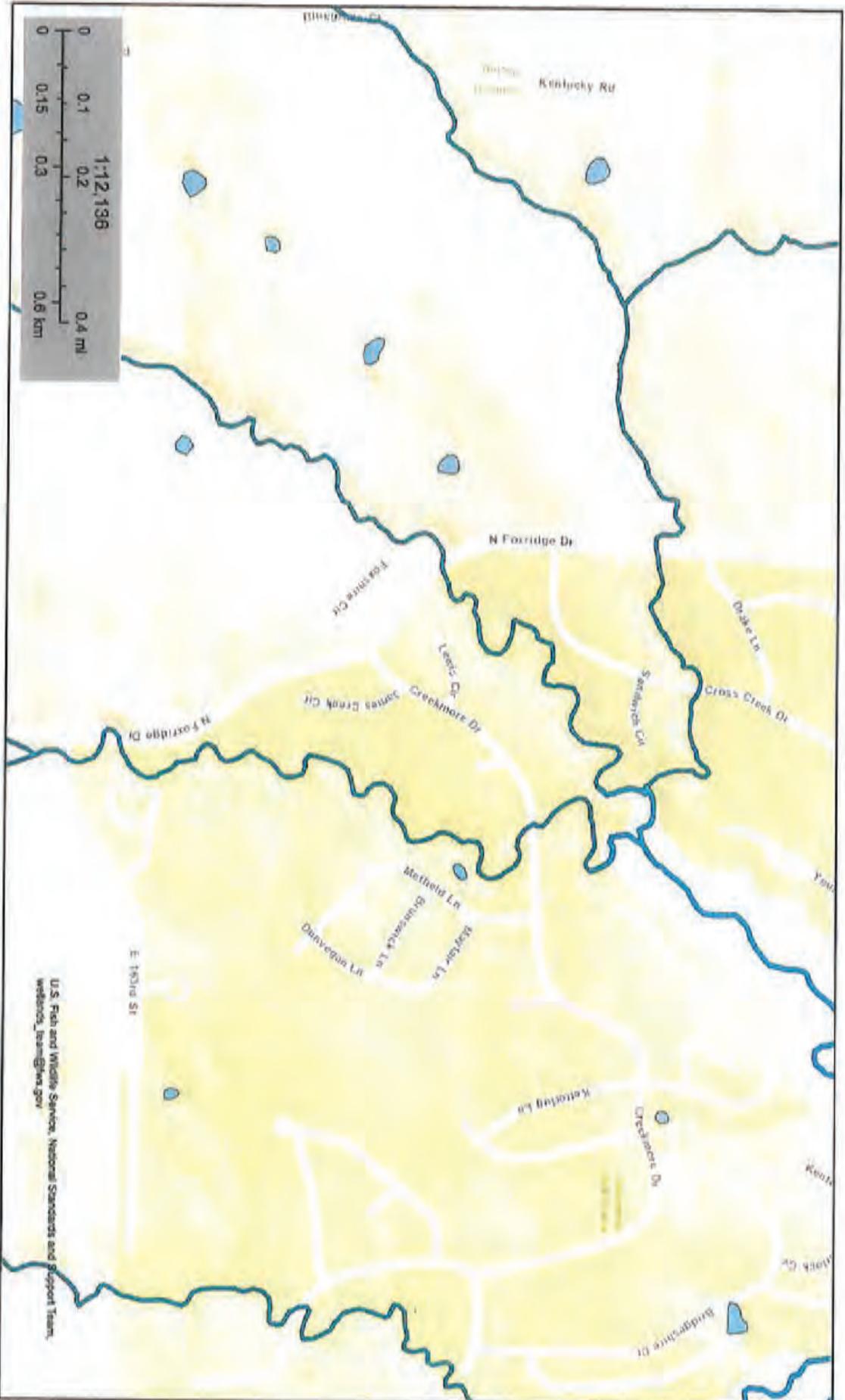
This decision key is intended for projects/activities funded or authorized by the Federal Highway Administration (FHWA), Federal Railroad Administration (FRA), and/or Federal Transit Administration (FTA), which require consultation with the U.S. Fish and Wildlife Service (Service) under Section 7 of the Endangered Species Act (ESA) for the endangered **Indiana bat** (*Myotis sodalis*) and the threatened **Northern long-eared bat** (NLEB) (*Myotis septentrionalis*).

This decision key should only be used to verify project applicability with the Service's [February 5, 2018, FHWA, FRA, FTA Programmatic Biological Opinion for Transportation Projects](#). The programmatic biological opinion covers limited transportation activities that may affect either bat species, and addresses situations that are both likely and not likely to adversely affect either bat species. This decision key will assist in identifying the effect of a specific project/activity and applicability of the programmatic consultation. The programmatic biological opinion is not intended to cover all types of transportation actions. Activities outside the scope of the programmatic biological opinion, or that may affect ESA-listed species other than the Indiana bat or NLEB, or any designated critical habitat, may require additional ESA Section 7 consultation.



U.S. Fish and Wildlife Service  
**National Wetlands Inventory**

Cass Co/Raymore TAP-3301(526)



July 19, 2019

**Wetlands**

- Estuarine and Marine Deepwater
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Lake
- Estuarine and Marine Wetland
- Freshwater Pond
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

U.S. Fish and Wildlife Service, National Standards and Support Team, wetlands\_team@fws.gov

## FLOODPLAIN DEVELOPMENT PERMIT/APPLICATION

Application No.: 1001 Date: 8/23/2019

TO THE ADMINISTRATOR: The undersigned hereby makes application for a permit to develop in the Special Flood Hazard Area (SFHA) or "floodplain." The work to be performed, including flood protection works, is as described below and in attachments hereto. The undersigned agrees that all such work shall be in accordance with the requirements of the Floodplain Management Ordinance and with all other applicable county/city ordinances, federal programs, and the laws and regulations of the State of Missouri.

<u>City of Raymore</u>	<u>8/23/2019</u>	<u>City of Raymore</u>
Owner or Agent	Date	Builder
<u>100 Municipal Circle Raymore, MO 64083</u>		<u>100 Municipal Circle Raymore, MO 64083</u>
Address		Address
<u>(816) 892-3017</u>		<u>(816) 892-3017</u>
Telephone Number		Telephone Number

**SITE DATA**

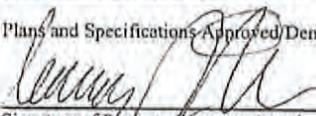
1. Location: NE 1/4; NE 1/4; Section 5, 8; Township 46; Range 32  
 Street Address: \_\_\_\_\_
2. Type of Development: Filling  Grading  Excavation  Minimum Improvement   
 Routine Maintenance  Substantial Improvement  New Construction  Other
3. Description of Development: 5-Foot Sidewalk East side of Foxridge Drive from Drake Lane to 163rd St.
4. Premises: Structure Size 3850 ft. By 7 ft. Area of Site 26950 Sq. Ft.  
 Principal Use: Pedestrian Walkway Accessory Uses (storage, parking, etc.): No
5. Value of Improvement (fair market): \$ 156,000 Pre-Improvement/Assessed Value of Structure: \$ \_\_\_\_\_
6. Is the Property Located in a Designated FLOODWAY? Yes  No   
**IF ANSWERED YES, CERTIFICATION MUST BE PROVIDED PRIOR TO THE ISSUANCE OF A PERMIT TO DEVELOP, THAT THE PROPOSED DEVELOPMENT WILL RESULT IN NO INCREASE IN THE BASE (1%) FLOOD ELEVATIONS.**
7. Is the Property Located in a Designated Floodplain FRINGE or a Floodplain (SFHA) without a Designated FLOODWAY? Yes  No
8. Elevation of the 1% Base Flood (ID source) 980 / 965 NGVD/NAVD
9. Elevation of the Proposed Development Site 990 / 976 NGVD/NAVD
10. Community Ordinance Elevation/Floodproofing Requirement No NGVD/NAVD
11. NFIP Flood Insurance Rate Map Panel(s) Number(s) 29037C0028F
12. Other Permits Required?
 

Corps of Engineer 404 Permit:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	Provided	<input type="checkbox"/>
State Department of Natural Resources 401 Permit:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	Provided	<input type="checkbox"/>
Environmental Protection Agency NPDES Permit:	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Provided	<input checked="" type="checkbox"/>

All Provisions of Ordinance Number UDC 460, the "Floodplain Management Ordinance", shall be in Compliance.

**PERMIT APPROVAL/DENIAL**

Plans and Specifications Approved/Denied this 23rd Day of August, 2019

	<u>LORIE A. CRANDELL</u>
Signature of Property Owner or Agent	Authorizing Official
<u>Gregory J. Kolos Asst Public Works Dir</u>	<u>Floodplain Administrator</u>
Print Name and Title	Print Name and Title

THIS PERMIT IS ISSUED WITH THE CONDITION THAT THE LOWEST FLOOR (INCLUDING BASEMENT FLOOR) OF ANY NEW OR SUBSTANTIALLY IMPROVED RESIDENTIAL BUILDING WILL BE ELEVATED \_\_\_\_\_ FOOT/FEET ABOVE THE BASE FLOOD ELEVATION. IF THE PROPOSED DEVELOPMENT IS A NON-RESIDENTIAL BUILDING, THIS PERMIT IS ISSUED WITH THE CONDITION THAT THE LOWEST FLOOR (INCLUDING BASEMENT) OF A NEW OR SUBSTANTIALLY IMPROVED NON-RESIDENTIAL BUILDING WILL BE ELEVATED OR FLOODPROOFED \_\_\_\_\_ FOOT/FEET ABOVE THE BASE FLOOD ELEVATION.

THIS PERMIT IS USED WITH THE CONDITION THAT THE DEVELOPER/OWNER WILL PROVIDE CERTIFICATION BY A REGISTERED ENGINEER, ARCHITECT, OR LAND SURVEYOR OF THE "AS-BUILT" LOWEST FLOOR (INCLUDING BASEMENT) ELEVATION OF ANY NEW OR SUBSTANTIALLY IMPROVED BUILDING COVERED BY THIS PERMIT.



February 13, 2020

Melissa Schmitz-Kansas City District  
600 NE Colbern Rd  
Lee's Summit, MO 64086

Re: North Foxridge Drive, Cass County  
Safe Routes To School-Sidewalk  
TAP-3301(526)  
Utility - Letter of Certification

Letter of Certification  
Utilities Status

This project is scheduled to be let during the spring of 2020. The scope of work is to install a 5' wide sidewalk and ADA ramps on the East side of North Foxridge Drive from Drake Lane to Creekmoor Drive. The utility status is as follows:

The contractor for this project will be required to trim tree branches that conflict with the project. This work is included in the "sidewalk existing material removal" item.

Evergy has a below ground utility in the area. The construction of this project is not expected to have any impact upon this utility.

AT&T has a below ground utility in the area. The construction of this project is not expected to have any impact upon this utility.

Comcast Cable has a below ground utility in the area. The construction of this project is not expected to have any impact upon this utility.

Spire Gas has a below ground utility in the area. The construction of this project is not expected to have any impact upon this utility.



The City of Raymore has street light power, waterlines, storm and sanitary sewers below ground utilities in the area. The construction of this project is not expected to have any impact upon these utilities.

No railways will be affected by the construction of this project.

The sidewalk will meander in the Right of Way to avoid above ground utility markers and incorporate any below ground access points into the sidewalk construction. Based on this information, no impacts to existing utilities is expected. The City of Raymore recommends approval of this PS&E.

Signed:

A handwritten signature in blue ink, appearing to read "M. Krass", is written over a faint, illegible stamp.

Michael E. Krass, P.E.  
Director of Public Works & Engineering

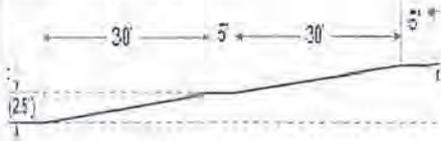


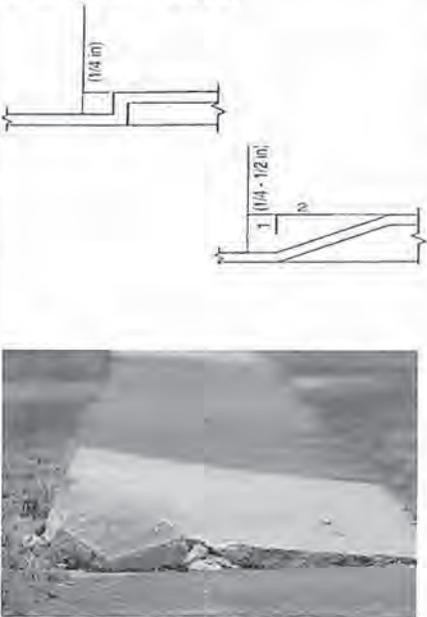
# ADA CHECKLIST

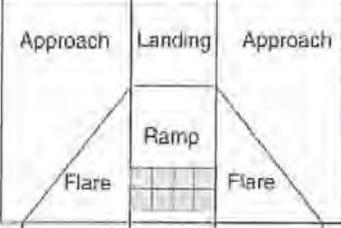
Revised April 22, 2015

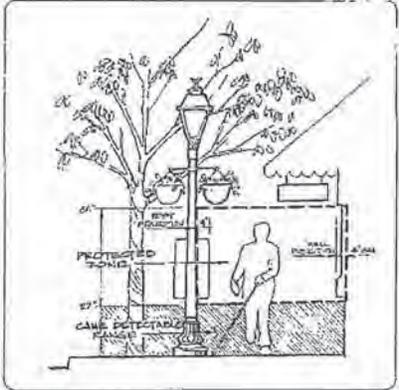
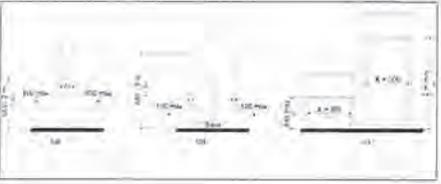
Job No. \_\_\_\_\_ Route \_\_\_\_\_ County \_\_\_\_\_ Location \_\_\_\_\_

Pedestrian Access Route (PROWAG R204)				
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
<p>Sidewalk Width</p> 	<ul style="list-style-type: none"> <li>The minimum continuous and unobstructed clear width of a pedestrian access route shall be 4.0 feet, exclusive of the width of the curb.</li> <li>The continuous clear width of pedestrian access routes for medians and pedestrian refuge islands must be 5 feet minimum in order to allow for passing space.</li> <li>MoDOT Sidewalks shall be 5 feet wide minimum. <sup>2</sup></li> <li>MoDOT Sidewalks located within 2 feet of the back of curb are to be constructed 6 feet wide minimum and constructed adjacent to the back of the curb. <sup>2</sup></li> <li>Exception: an unaltered, existing sidewalk shall be 3 feet wide minimum and shall provide 5 foot x 5 foot passing spaces at intervals of 200 feet maximum. <sup>2</sup></li> <li>Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Where commercial driveways are provided with traffic control devices or otherwise are permitted to operate like public streets, detectable warnings should be provided at the junction between the pedestrian route and the street.</li> <li>Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> </ul>			
<p>Passing Spaces</p>	<ul style="list-style-type: none"> <li>Walkways in pedestrian access routes that are less than 5 feet in clear width shall provide passing spaces at intervals of 200 feet maximum.</li> <li>Pedestrian access routes at passing spaces shall be 5 feet wide for a distance of 5 feet.</li> </ul>			
<p>Sidewalk Running Slope</p> <p>The grade that is parallel to the direction of travel, expressed as a ratio of rise to run or as a percent.</p>	<ul style="list-style-type: none"> <li>The running slope of a pedestrian access route shall be 5 percent maximum.</li> </ul> <p><b>Roadway Grade Exception:</b> Where pedestrian access routes are contained within a street or highway right-of-way, the grade of the pedestrian access route is permitted to equal the general grade established for the adjacent street or highway.</p> <ul style="list-style-type: none"> <li>Running Slopes shall be measured using a calibrated 2 foot long digital level.</li> </ul>			

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
<p><b>Sidewalk Cross Slope</b>                      The grade that is perpendicular to the direction of accessible pedestrian travel, measured perpendicular to the curb line or edge of the street or highway, or measured perpendicular to the running grade.</p>	<ul style="list-style-type: none"> <li>• The cross slope of the walkway of a pedestrian access route shall be 2 percent maximum. (Roadway Grade Exception may be considered)</li> <li>• 2010 ADA/ABA allows for cross slopes of up to ¼ inch per foot (2.08 percent).</li> <li>• In either case, a cross slope measurement of 2.1percent or greater is not ADA compliant.</li> <li>• Cross Slopes shall be measured using a calibrated 2 foot long digital level.</li> </ul>			
<p><b>Sidewalk Ramps</b>                      For example, a ramp segment with the maximum allowed running slope of 8.33% would require 5' x 5' landing after every 30' of run.</p> 	<ul style="list-style-type: none"> <li>• A sidewalk segment (not contained within a street or highway border) with a running grade in excess of 5 percent but less than 8.33 percent is by definition a sidewalk ramp.</li> <li>• The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum.</li> <li>• Cross slope of ramp runs shall be 2 percent maximum.</li> <li>• The rise for any ramp run shall be 30 inches maximum.</li> <li>• Ramps shall have landings at the top and the bottom of each ramp run.</li> <li>• Ramp runs with a rise greater than 6 inches shall have handrails.</li> <li>• Handrails shall be provided on both sides of stairs and ramps.</li> <li>• Edge protection shall be provided on each side of ramp runs.</li> <li>• Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.</li> <li>• Gratings, access covers, and other appurtenances shall not be located on ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>• Grade breaks shall not be permitted on the surface of ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> </ul>			

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
<p data-bbox="121 253 373 285">Vertical Alignment</p>	<ul data-bbox="596 253 1675 695" style="list-style-type: none"> <li>• Vertical alignment shall be planar within curb ramp runs, blended transitions, landings, and gutter areas within the pedestrian access route, and within clear spaces required for accessible pedestrian signals, street furniture, and operable parts.</li> <li>• Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route.</li> <li>• Grade breaks shall be flush.</li> <li>• Running Slopes and Cross Slopes shall be measured using a calibrated 2 foot long digital level.</li> <li>• Where the pedestrian access route crosses rail tracks at grade, the surface of the pedestrian access route shall be level and flush with the top of the rail at the outer edges of the rail. The surface between the rails shall be aligned with the top of the rail.</li> </ul>			
<p data-bbox="121 704 359 737">Changes in Level</p> 	<ul data-bbox="596 704 1688 938" style="list-style-type: none"> <li>• Changes in level at grade breaks shall be flush.</li> <li>• Changes in level of ¼ inch high maximum shall be permitted to be vertical.</li> <li>• Changes in level between ¼ inch high maximum and ½ inch high maximum shall be beveled with a slope not steeper than 1v:2h.</li> <li>• The bevel shall be applied across the entire level change.</li> <li>• Changes in level greater than ½ inch high shall be ramp grade or flatter, a slope of 8.33 percent or less.</li> </ul>			

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
<p><b>Landing</b>                      A required level space required at both ends of a ramp. An area 5' x 5' with no slope greater than 2 percent. This space can be used as a place to rest, turn or pass another user.</p> <p>Landings that are contained within a street or highway border are permitted to use the Roadway Grade Exception for running slopes or cross slopes in the direction of the roadway travel being matched.</p>	<ul style="list-style-type: none"> <li>• The landing clear width shall be at least as wide as the widest ramp run leading to the landing.</li> <li>• The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4 feet minimum.</li> <li>• The landing clear length shall be 5 feet long minimum.</li> <li>• Landing slopes shall be 2 percent maximum.</li> <li>• Changes in level at grade breaks shall be flush.</li> <li>• Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Detectable warning shall be located on the landing or blended transition at the back of curb.</li> <li>• Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>• Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> </ul>			
	<p><b>Roadway Grade Exception:</b> The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.</p>			
	<ul style="list-style-type: none"> <li>• Running Slopes and Cross Slopes shall be measured using a calibrated 2 foot long digital level.</li> </ul>			

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
 	<ul style="list-style-type: none"> <li>• Protruding objects on sidewalks and other pedestrian circulation paths shall not reduce the clear width required for pedestrian accessible routes.</li> <li>• Objects with leading edges more than 27 inches and not more than 80 inches above the finish floor or ground shall protrude 4 inches maximum horizontally into the circulation path.</li> <li>• Free-standing objects mounted on posts or pylons shall overhang circulation paths 4 inches maximum measured horizontally from the post or pylon base when located 27 inches minimum and 80 inches maximum above the finish floor or ground. The base dimension shall be 2.5 inches thick minimum. (2011 PROWAG R402.3)</li> <li>• Where a sign or other obstruction is mounted between posts or pylons and the clear distance between the posts or pylons is greater than 12 inches, the lowest edge of such sign or obstruction shall be 27 inches maximum or 80 inches minimum above the finish floor or ground.</li> <li>• Vertical clearance shall be 80 inches high minimum. Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches high. The leading edge of such guardrail or barrier shall be located 27 inches maximum above the finish floor or ground.</li> <li>• Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches high. The leading edge of such guardrail or barrier shall be located 27 inches maximum above the finish surface or ground.</li> </ul>			
  <p data-bbox="359 1252 541 1284">Wrong Installation</p>	<ul style="list-style-type: none"> <li>• Openings in floor and ground surfaces shall not allow passage of a sphere more than ½ inch diameter. Elongated openings shall be placed so that the long dimension is perpendicular to the dominant direction of travel.</li> <li>• Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>• Lift holes for manhole/utility covers shall not have an opening greater than ½ inch. Plugging of holes greater than ½ inch with a material approved by the engineer is acceptable as long as it complies with the changes in level requirements.</li> </ul>			

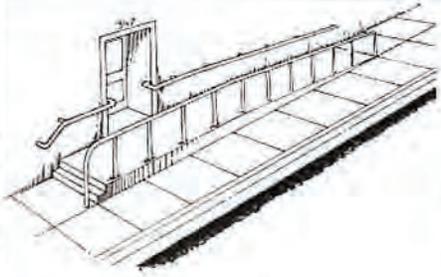
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ENTRANCES (PROWAG R301)				
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<ul style="list-style-type: none"> <li>The minimum continuous and unobstructed clear width of a pedestrian access route provided across commercial and residential entrances shall be 4 feet minimum.</li> <li>Cross slope shall be 2 percent maximum.</li> <li>Be cautious with the transition from the driveway to the roadway to avoid grade combinations that will cause vehicles to bottom out when driving over the transition. <sup>2</sup></li> </ul>			

EDGE PROTECTION (PROWAG R406.8)				
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<ul style="list-style-type: none"> <li>Edge protection shall be provided on each side of ramp runs and at each side of ramp landings.</li> <li>A curb or barrier shall be provided that prevents the passage of a 4 inch diameter sphere, where any portion of the sphere is within 4 inches of the finish floor or ground surface.</li> <li>Edge-protection shall not be required when the floor or ground surface of the ramp run or landing extends 12 inches minimum beyond the inside face of a handrail.</li> <li>Edge protection shall not be required on curb ramps and their landings.</li> </ul>			

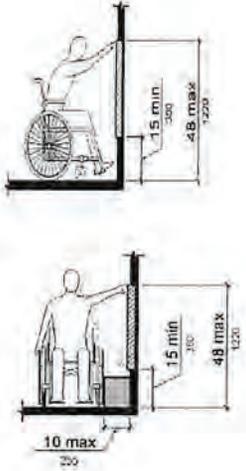
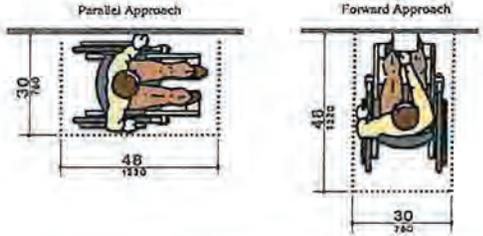
	<ul style="list-style-type: none"> <li>• Edge protection shall not be required on ramps that are not required to have handrails and have flares not steeper than 1:10.</li> <li>• Edge protection shall not be required on the sides of ramp landings having a vertical drop-off of ½ inch maximum within 10 inches horizontally of the minimum landing area.</li> </ul>			
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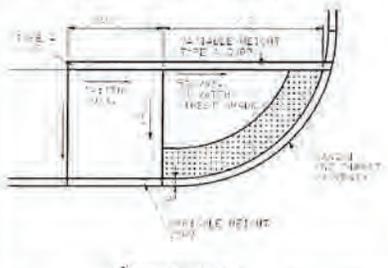
HANDRAIL AND PEDESTRIAN GUARDRAIL (PROWAG R408)						
Figures/Examples	Requirements <sup>1</sup>			YES	NO	NA
	<ul style="list-style-type: none"> <li>• The clear width of walking surfaces shall be 4.0 feet minimum.</li> <li>• Handrails are required on ramp runs with a rise greater than 6 inches and on certain stairways. Handrails are not required on walking surfaces with running slopes less than 1:20. Where required, handrails shall be provided on both sides of stairs and ramps.</li> <li>• Handrails shall be continuous within the full length of each stair flight or ramp run. Inside handrails on switchback or dogleg stairs and ramps shall be continuous between flights or runs.</li> <li>• Top of gripping surfaces of handrails shall be 34 inches minimum and 38 inches maximum vertically above walking surfaces, stair nosings, and ramp surfaces. Handrails shall be at a consistent height above walking surfaces, stair nosings, and ramp surfaces.</li> <li>• Clearance between handrail gripping surfaces and adjacent surfaces shall be 1 1/2 inches minimum.</li> <li>• Handrail gripping surfaces with a circular cross section shall have an outside diameter of 1 1/4 inches minimum and 2 inches maximum.</li> <li>• Handrail gripping surfaces with a non-circular cross section shall have a perimeter dimension of 4 inches minimum and 6 1/4 inches maximum, and a cross-section dimension of 2 1/4 inches maximum.</li> <li>• Handrail gripping surfaces and any surfaces adjacent to them shall be free of sharp or abrasive elements and shall have rounded edges.</li> <li>• Handrails shall not rotate within their fittings.</li> </ul>					

	<ul style="list-style-type: none"> <li>• Ramp handrails shall extend horizontally above the landing for 12 inches minimum beyond the top and bottom of ramp runs. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent ramp run.</li> <li>• At the top of a stair flight, handrails shall extend horizontally above the landing for 12 inches minimum beginning directly above the first riser nosing. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight.</li> <li>• At the bottom of a stair flight, handrails shall extend at the slope of the stair flight for a horizontal distance at least equal to one tread depth beyond the last riser nosing. Extension shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight.</li> <li>• See Edge Protection section above (also PROWAG 406.8) for additional details.</li> </ul>			
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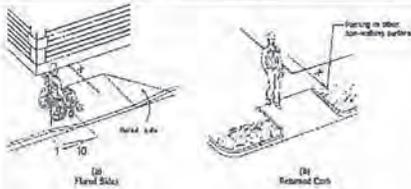
STAIRWAYS (PROWAG R407)				
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<ul style="list-style-type: none"> <li>• All steps on a flight of stairs shall have uniform riser heights and uniform tread depths. Risers shall be 4 inches high minimum and 7 inches high maximum. Treads shall be 11 inches deep minimum.</li> <li>• Open risers are not permitted.</li> <li>• The radius of curvature at the leading edge of the tread shall be 1/2 inch maximum. Nosings that project beyond risers shall have the underside of the leading edge curved or beveled. Risers shall be permitted to slope under the tread at an angle of 30 degrees maximum from vertical. The permitted projection of the nosing shall extend 1 1/2 inches maximum over the tread below.</li> <li>• Stairs shall have handrails complying with PROWAG 2005 R408.</li> </ul>			

UNOBSTRUCTED REACH RANGES (PROWAG R404)				
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA

 <p>The diagrams illustrate reach requirements. The top diagram shows a person in a wheelchair reaching for a vertical element, with a minimum reach of 15 inches and a maximum reach of 48 inches. The bottom diagram shows a standing person reaching for a vertical element, also with a minimum reach of 15 inches and a maximum reach of 48 inches. A horizontal dimension of 10 inches maximum is shown for the standing person's reach.</p>	<p><b>Forward Reach</b></p> <ul style="list-style-type: none"> <li>Where a forward reach is unobstructed, the high forward reach shall be 48 inches maximum and the low forward reach shall be 15 inches minimum above the finish floor or ground.</li> </ul> <p><b>Side Reach</b></p> <ul style="list-style-type: none"> <li>Where a clear floor or ground space allows a parallel approach to an element and the side reach is unobstructed, the high side reach shall be 48 inches maximum and the low side reach shall be 15 inches minimum above the finish floor or ground.</li> <li><b>EXCEPTION:</b> An obstruction shall be permitted between the clear floor or ground space and the element where the depth of the obstruction is 10 inches maximum. (2011 PROWAG R406.3)</li> </ul>  <p>The diagrams show 'Parallel Approach' and 'Forward Approach'. The parallel approach diagram shows a person in a wheelchair reaching for a vertical element, with a minimum reach of 15 inches and a maximum reach of 48 inches. The forward approach diagram shows a person in a wheelchair reaching for a vertical element, with a minimum reach of 15 inches and a maximum reach of 48 inches.</p>			
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CURB RAMPS (PROWAG R303)						
Figures/Examples	Requirements <sup>1</sup>			YES	NO	NA
<p>A curb ramp, blended transition, or a combination of curb ramps and blended transitions shall connect the pedestrian access routes at each pedestrian street crossing.</p>  <p>The diagram shows a cross-section of a curb ramp. It labels the 'TABLE HEIGHT' as 24 inches, the 'TABLE WIDTH' as 48 inches, and the 'TABLE LENGTH' as 48 inches. It also shows the 'TABLE RAMP' and 'TABLE CURB'.</p>	<ul style="list-style-type: none"> <li>The clear width of ramps, excluding the flares, shall be 4.0 feet minimum.</li> <li>Ramp runs shall have a running slope between 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet.</li> </ul> <p><b>Exception: 15 Foot Rule:</b> The running slope for a curb ramp is not limited to 8.33 percent maximum if the constructed curb ramp length exceeds 15 feet in length.</p> <ul style="list-style-type: none"> <li>Cross slope of ramp runs shall be 2 percent maximum. (Roadway Grade Exception may be considered)</li> <li>The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.</li> <li>Ramps shall have landings at the top and the bottom of each ramp run.</li> </ul>					

<p><b>15 Foot Rule:</b> For a compliant curb ramp to exceed 8.33 percent running grade, its constructed length must exceed 15.0 feet.</p>	<ul style="list-style-type: none"> <li>- The landing clear width shall be at least as wide as the widest ramp run leading to the landing.</li> <li>- The landing clear length shall be 5.0 feet long minimum.</li> <li>- Ramps that change direction between runs at landings shall have a clear landing 5.0 feet minimum by 5.0 feet minimum.</li> <li>• Handrails and Edge protection shall not be required on curb ramps and their landings.</li> <li>• Curb height = 0 inches within curb ramp spaces. 2</li> <li>• Curb ramps must be flush with street.</li> <li>• The counter slope of the gutter or street at the foot of a curb ramp, landing, or blended transition shall be 5 percent maximum. (R303.3.5)</li> <li>• The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.</li> <li>• Flared sides with a slope of 10 percent maximum, measured parallel to the curb line, shall be provided where a pedestrian circulation path crosses the curb ramp.                         <ul style="list-style-type: none"> <li>- In alterations, where there is no landing at the top of curb ramps, curb ramp flares shall be provided and shall not be steeper than 1:12.</li> </ul> </li> <li>• Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.</li> <li>• Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>• Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> <li>• Grade Breaks at the top and bottom of curb ramp runs shall be perpendicular to the direction of the ramp run.</li> </ul>			
<p><b>Figures/Examples</b></p>	<p><b>Requirements <sup>1</sup></b></p>	<p><b>YES</b></p>	<p><b>NO</b></p>	<p><b>NA</b></p>
<p>Perpendicular Ramps</p>	<ul style="list-style-type: none"> <li>• Perpendicular curb <b>ramps</b> shall have a running slope that cuts through or is built up to the curb at right angles or meets the gutter grade break at right angles.</li> <li>• The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum.</li> <li>• The running slope shall be 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet.</li> <li>• The cross slope at intersections shall be 2 percent maximum. (Roadway Grade Exception may be considered)</li> <li>• The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.</li> </ul>			



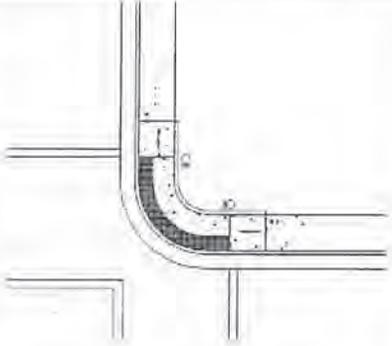
X = 4' Min.  
 Flared Sides in Pathway    Flared Sides Not in Pathway

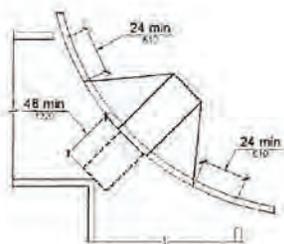
**Roadway Grade Exception:** Where curb ramps, landings and blended transitions are contained within a street or highway right-of-way, the grade of the pedestrian access route is permitted to be modified to equal the general grade established for the adjacent street or highway.

**Roadway Grade Exception:** The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.

- A landing 4.0 feet minimum by 4.0 feet minimum shall be provided at the top of the curb ramp and shall be permitted to overlap other landings and clear space.
- Flared sides with a slope of 10 percent maximum, measured parallel to the curb line, shall be provided where a pedestrian circulation path crosses the curb ramp.
- If the flared sides are not in the pathway (grass next to ramp), then there is no maximum slope and can be vertical curbs. (See adjacent figure for further explanation.)
- Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.
- Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.
- Grade breaks at the top and bottom of perpendicular curb ramps shall be perpendicular to the direction of ramp run. At least one end of the bottom grade break shall be at the back of curb.
- Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.
- Where both ends of the bottom grade break are 5.0 feet or less from the back of curb, the detectable warning shall be located on the ramp surface at the bottom grade break. Where either end of the bottom grade break is more than 5.0 feet from the back of curb, the detectable warning shall be located on the lower landing.

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
<p>Curb Ramps and landings that are contained within a street or highway border may use the Roadway Grade Exception for slopes or cross slopes in the direction of the roadway travel being matched.</p>	<ul style="list-style-type: none"> <li>• <b>Parallel curb ramps</b> shall have a running slope that is in-line with the direction of sidewalk travel.</li> <li>• The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum.</li> <li>• The running slope shall be 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet.</li> </ul>			

	<ul style="list-style-type: none"> <li>The cross slope shall be 2 percent maximum. (Roadway Grade Exception may be considered)</li> </ul> <p><b>Roadway Grade Exception:</b> The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.</p> <ul style="list-style-type: none"> <li>A landing 4.0 feet minimum by 4.0 feet minimum shall be provided at the bottom of the ramp run and shall be permitted to overlap other landings and clear floor or ground space.</li> <li>Where a parallel curb ramp does not occupy the entire width of a sidewalk, drop-offs at diverging segments shall be protected.</li> <li>Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.</li> <li>Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> </ul>			
	<ul style="list-style-type: none"> <li><b>Blended Transitions</b> shall have a running slope of 5 percent maximum and cross slope shall be 2 percent maximum.</li> <li>The clear width blended transitions, excluding flares, shall be 4.0 feet minimum.</li> <li>Detectable warning surfaces shall be provided where a blended transition connects to a street.</li> <li>Gratings, access covers, and other appurtenances shall not be located on blended transitions within the pedestrian access route.</li> <li>Grade breaks at the top and bottom of perpendicular curb ramps shall be perpendicular to the direction of ramp run. At least one end of the bottom grade break shall be at the back of curb. Grade breaks shall not be permitted on the surface of blended transitions and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> </ul>			
<p><b>Figures/Examples</b></p>	<p><b>Requirements <sup>1</sup></b></p>	<p><b>YES</b></p>	<p><b>NO</b></p>	<p><b>NA</b></p>
	<ul style="list-style-type: none"> <li><b>Diagonal Curb Ramps or corner type curb ramps are no longer preferred design types. A design that provides individual ramps for each crossing direction is recommended by the US Access Board.</b></li> </ul>			



- Diagonal Curb Ramps or corner type curb ramps with returned curbs or other well-defined edges shall have the edges parallel to the direction of pedestrian flow.
- The bottom of diagonal curb ramps shall have a clear space 48 inches minimum outside active traffic lanes of the roadway.
- Diagonal curb ramps provided at marked crossings shall provide the 48 inches minimum clear space within the markings.
- Diagonal curb ramps with flared sides shall have a segment of curb 24 inches long minimum located on each side of the curb ramp and within the marked crossing.

**Roadway Grade Exception:** The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.

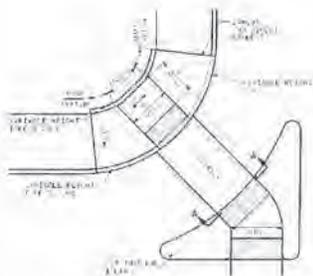
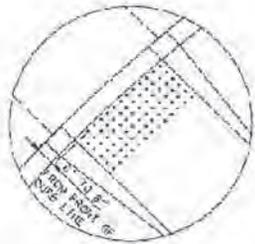
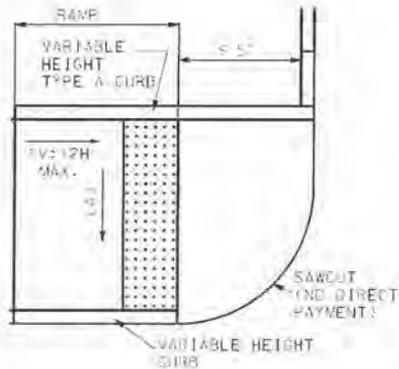
- Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.
- Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.
- Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.
- Running and cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.

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**DETECTABLE WARNINGS DEVICES (TRUNCATED DOMES) (PROWAG R304)**

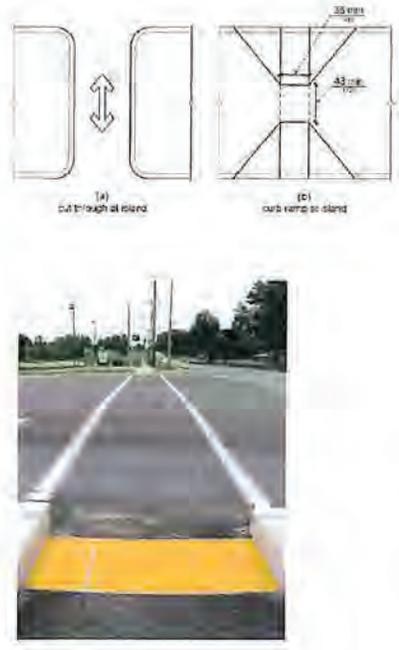
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
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A surface feature of truncated dome material built in or applied to the walking surface to advise of an upcoming change from pedestrian to vehicular way.



- Detectable warnings shall consist of a surface of truncated domes aligned in a square or radial grid pattern complying with 2010 ADA Standards. Detectable warning surfaces shall contrast visually with adjacent gutter, street or highway, or walkway surfaces, either light-on-dark or dark-on-light.
- Detectable warning surfaces shall extend 24 inches minimum in the direction of travel and the full width of the curb ramp (exclusive of flares), the landing, or the blended transition. Detectable warning surfaces are required where curb ramps, blended transitions, or landings provide a flush pedestrian connection to the street.
- Sidewalk crossings of residential driveways should not generally be provided with detectable warnings, since the pedestrian right-of-way continues across most driveway aprons and overuse of detectable warning surfaces should be avoided in the interests of message clarity. However, where commercial driveways are provided with traffic control devices or otherwise are permitted to operate like public streets, detectable warnings should be provided at the junction between the pedestrian route and the street.
- Perpendicular Curb Ramps: Where both ends of the bottom grade break are 5 feet or less from the back of curb, the detectable warning shall be located on the ramp surface at the bottom grade break. Where either end of the bottom grade break is more than 5 feet from the back of curb, the detectable warning shall be located on the lower landing.
- Landings and Blended Transitions: The detectable warning shall be located on the landing or blended transition at the back of curb.
- Rail Crossings: The detectable warning surface shall be located so that the edge nearest the rail crossing is 6 feet minimum and 15 feet maximum from the centerline of the nearest rail. The rows of truncated domes in a detectable warning surface shall be aligned to be parallel with the direction of wheelchair travel.
- Detectable warnings at cut-through islands shall be located at the curb line in-line with the face of curb and shall be separated by a 2.0 foot minimum length of walkway without detectable warnings. Where the island has no curb, the detectable warning shall be located at the edge of roadway.
- Exception, when detectable warnings are required by a manufacturer's installation specifications to be embedded into concrete with a surrounding edge, domes may be installed at less than the required full width. Under this exception, the detectable warning surface shall never be more than 2 inches from the edge of the curb ramp, the landing, or the blended transition.<sup>2</sup>
- Detectable warnings shall not be stamped into concrete.

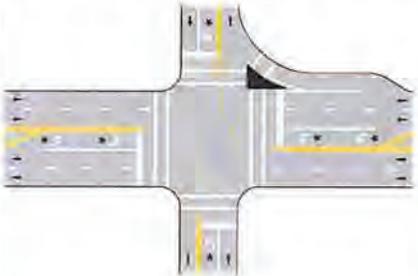
**ISLANDS AND MEDIANS (PROWAG R305.4)**

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<ul style="list-style-type: none"> <li>Medians and pedestrian refuge islands in crosswalks shall contain a pedestrian access route, including passing space and connecting to each crosswalk.</li> <li>Raised islands in crossings shall be cut through level with the street or have curb ramps and required landings at both sides.</li> <li>All median island passage spaces shall provide a clear width of 5 feet minimum. <sup>2</sup></li> <li>Medians and pedestrian refuge islands shall be 6.0 feet minimum in length in the direction of pedestrian travel.</li> </ul> <p><b>Roadway Grade Exception:</b> The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.</p> <ul style="list-style-type: none"> <li>Each curb ramp shall have a level area 48 inches long minimum by 36 inches wide minimum at the top of the curb ramp in the part of the island intersected by the crossings.</li> <li>Each 48 inch minimum by 36 inch minimum area shall be oriented so that the 48 inch minimum length is in the direction of the running slope of the curb ramp it serves. The 48 inch minimum by 36 inch minimum areas and the accessible route shall be permitted to overlap.</li> <li>Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Medians and pedestrian refuge islands shall have detectable warnings at curb ramps and blended transitions.</li> <li>Detectable warnings at cut-through islands shall be located at the curb line in-line with the face of curb and shall be separated by a 2.0 foot minimum length of walkway without detectable warnings. Where the island has no curb, the detectable warning shall be located at the edge of roadway.</li> <li>Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> </ul>			

**ACCESSIBLE PEDESTRIAN SIGNALS (PUSHBUTTONS) (PROWAG R306)**

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<ul style="list-style-type: none"> <li>Each crosswalk with pedestrian signal indication shall have an accessible pedestrian signal which includes audible and vibrotactile indications of the WALK interval. Where a pedestrian pushbutton is provided, it shall be integrated into the accessible pedestrian signal. <b>ON HOLD waiting for MoDOT Specs and APL</b></li> <li>Accessible pedestrian signals shall be located so that the vibrotactile feature can be contacted from the level landing serving a curb ramp, if provided, or from a clear floor or ground space that is in line with the crosswalk line adjacent to the vehicle stop line.</li> <li>Accessible pedestrian pushbuttons shall be located within a reach range complying with PROWAG 2005 R404.</li> <li>A clear floor or ground space shall be provided at the pushbutton and shall connect to or overlap the pedestrian access route.</li> </ul> <p><b>Roadway Grade Exception:</b> Clear spaces required at accessible pedestrian signals and pedestrian pushbuttons and at other accessible elements are permitted to have a running slope or cross slope consistent with the grade of the adjacent pedestrian access route.</p> <ul style="list-style-type: none"> <li>Pedestrian signals shall comply with PROWAG 2005 R306.                     <ul style="list-style-type: none"> <li>Pushbuttons are a minimum 2 inches across in one dimension, raised (not recessed), contrast visually with the housing or mounting, and have a maximum force of 5 pounds to activate operable parts.</li> <li>The control face of the pushbuttons is installed parallel to the direction of the crosswalk it serves.</li> <li>The location of pushbuttons for new construction are within a longitudinal distance of 5 feet maximum from the crosswalk line, and 30 inches minimum to 6 feet maximum from the curb line.</li> <li>For audible pedestrian signal devices only, pushbuttons are a minimum 10 feet apart at crossings and a minimum 5 feet apart at islands or medians. This minimum distance may be waived for audible pushbuttons in medians and islands with the use of voice commands.</li> </ul> </li> </ul>			

	<ul style="list-style-type: none"> <li>- Pushbuttons are located no higher than 42 inches from the ground and within 10 inch reach from a level paved landing with minimum dimensions of 48 inches x 30 inches positioned for a parallel approach to the pushbutton. For a forward approach space (30 x 48 inches) the allowed reach range is 0 inches.</li> <li>- Where pushbuttons for the visually impaired are installed, tactile signs are to be provided that meet ADA requirements.</li> </ul>			
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PEDESTRIAN STREET CROSSINGS (PROWAG R305)				
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
 	<ul style="list-style-type: none"> <li>• Crosswalks shall contain a pedestrian access route that connects to departure and arrival walkways through any median or pedestrian refuge island.</li> <li>• Marked crosswalks shall be 6 feet wide minimum.</li> <li>• The grade of the pedestrian access route is permitted to equal the general grade established for the adjacent street or highway, except that where pedestrian access routes are contained within pedestrian street crossings a maximum grade of 5 percent is required.</li> <li>• A 5 percent maximum cross slope is specified for pedestrian access routes contained within pedestrian street crossings without yield or stop control.</li> <li>• Crossings with Stop Control: The cross slope shall be 2 percent maximum.</li> <li>• The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.</li> <li>• The running slope shall be 5 percent maximum, measured parallel to the direction of pedestrian travel in the crosswalk.</li> <li>• Where pedestrian signals are provided at pedestrian street crossings, they shall include accessible pedestrian signals and pedestrian pushbuttons complying with sections 4E.08 through 4E.13 of the MUTCD. Operable parts shall comply with R403. (2011 PROWAG R209.1) <b>ON HOLD waiting for MoDOT Specs and APL</b></li> <li>• Crosswalk pavement marking is 6 inches wide white.</li> <li>• Stop bar is at minimum 4 feet from the crosswalk.</li> <li>• Curb ramps at marked crossings shall be wholly contained within the markings, excluding any flared sides.</li> <li>• Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> </ul>			

	<ul style="list-style-type: none"> <li>• Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> <li>• Beyond the curb face, a clear space of 4.0 feet minimum by 4.0 feet minimum shall be provided within the width of the crosswalk and wholly outside the parallel vehicle travel lane.</li> </ul>			
--	--	--	--	--

<b>ALTERNATE CIRCULATION PATH (PROWAG R302)</b>				
<b>Figures/Examples</b>	<b>Requirements <sup>1</sup></b>	<b>YES</b>	<b>NO</b>	<b>NA</b>
	<ul style="list-style-type: none"> <li>• Alternate circulation paths shall contain a pedestrian access route.</li> <li>• To the maximum extent feasible, the alternate circulation path shall be provided on the same side of the street as the disrupted route.</li> <li>• Where the alternate circulation path is exposed to adjacent construction, excavation drop-offs, traffic, or other hazards, it shall be protected with a pedestrian barricade or channelizing device complying with MUTCD 6F-58, 6F-63, and 6F-66.</li> <li>• Pedestrian barricades and channelizing devices shall be continuous, stable, and non-flexible and shall consist of a wall, fence, or enclosures specified in section 6F-58, 6F-63, and 6F-66 of the MUTCD (incorporated by reference; see PROWAG 2005 R104.2.4).</li> <li>• A detectable continuous bottom edge shall be provided 2 inches maximum above the ground or walkway surface.</li> <li>• Devices shall provide a continuous surface or upper rail at 3.0 feet minimum above the ground or walkway surface.</li> <li>• Support members shall not protrude into the alternate circulation path.</li> </ul>			

<b>BUS BOARDING AND ALIGHTING AREAS (PROWAG R410)</b>				
<b>Figures/Examples</b>	<b>Requirements <sup>1</sup></b>	<b>YES</b>	<b>NO</b>	<b>NA</b>

	<ul style="list-style-type: none"> <li>● Bus stop boarding and alighting areas shall have a firm, stable surface.</li> <li>● Bus stop boarding and alighting areas shall provide a clear length of 8 feet minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 5 feet minimum, measured parallel to the vehicle roadway.</li> <li>● Bus stop boarding and alighting areas shall be connected to streets, sidewalks, or pedestrian paths by an accessible route.</li> <li>● Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 2 percent.</li> <li>● Bus shelters shall provide a minimum 30 inch by 48 inch clear floor or ground space entirely within the shelter.</li> <li>● Bus shelters shall be connected by an accessible route to a boarding and alighting area.</li> </ul>	<table border="1"> <tr> <td style="width: 20px; height: 300px;"></td> <td style="width: 20px; height: 300px;"></td> <td style="width: 20px; height: 300px;"></td> </tr> </table>			

<sup>1</sup> Any "NO" answer means that location is ADA non-compliant and needs to be corrected before final acceptance of the work, except as follows. Although exceptions listed in the above requirements may not meet MoDOT current policy standards, work that does meet the minimum ADA standards will be accepted as ADA compliant. Where it is technically infeasible to correct deficiencies as part of the current work, those locations will be labeled as non-compliant and marked "NO". These items will be added to the Transition Plan Inventory for correction at a later date. (Guidance is provided in ADA documents and in the EPG on what may be considered as technically infeasible.)

<sup>2</sup> A MoDOT requirement.

**Unless otherwise noted, all notes on this form are direct ADA requirements as published in either the PROWAG dated November 23, 2005 or ADA/ABA Standards from 2010.**

All exceptions and technically infeasible locations should be discussed with the project manager and/or area engineer prior to acceptance of the work. All exceptions and technically infeasible locations will need to be thoroughly documented by the engineer, and that documentation will be attached to this form and retained as part of the final acceptance records.

All slope and grade measurements for ADA compliance will be made using a calibrated 2 foot long digital level.

**US Access Board PROWAG**

**R202.3.1 Prohibited Reduction in Required Access.** An alteration shall not decrease or have the effect of decreasing the accessibility of a facility or an accessible connection to an adjacent building or site below the requirements for new construction in effect at the time of the alteration.

Inspector Name: _____	
Inspector Signature: _____	Date: _____
Resident Engineer or Area Engineer Name: _____	
Resident Engineer or Area Engineer Signature: _____	Date: _____
Distribution: <input type="checkbox"/> Project Office <input type="checkbox"/> District Permit Office	

## ***SAMPLE***

### **ADA EXCEPTIONS DOCUMENTATION**

Job No. \_\_\_\_\_ Route \_\_\_\_\_ County \_\_\_\_\_ Location \_\_\_\_\_

<u>Item</u>	<u>Location</u>	<u>Standard</u>	<u>As Built</u>	<u>Discussion</u>
Sidewalk Width	Third Street Sta 3+00 to 7+00 RT	5' wide	Exist 3' wide	Required 5' x 5' Passing Space added at 5+00
Curb Ramp Grade	SE Quad of Main & First	8.33%	11.2%	As-built Curb Ramp is 16.0' long
Parallel Ramp	Sta 35+20 to 35+25 Rt Rte 14			

Landing running grade (turning space)	2.00%	2.6%	Landing running grade matches existing roadway grade
Sidewalk Grade      Sta 23+45 to 23+52	5.0%	8.4%	Match existing floor at two exist doorways, Straight grade between fixed elevations

Inspector Name: _____	
Inspector Signature: _____	Date: _____
Resident Engineer or Area Engineer Name: _____	
Resident Engineer or Area Engineer Signature: _____	Date: _____
<b>Distribution:</b> <input type="checkbox"/> Project Office <input type="checkbox"/> District Permit Office	

# City of Raymore Cass County Missouri North Foxridge Drive (Drake Ln to Creekmoor Drive) Safe Routes To School S.R.T.S. Federal Project Number: TAP-3301(526) November 20, 2019

**Utility Contacts:**  
 City of Raymore, Eng Dept 816-331-1852  
 City of Raymore Utilities 816-331-2377  
 Every 1-888-471-5275  
 Spire 1-800-582-1234  
 AT&T 816-275-1640  
 Comcast Cable 816-795-2259  
 Southern Star Gas Line Emergency Contact 1-800-324-969E

**Project Owner:**  
 City of Raymore  
 100 Municipal Circle  
 Raymore, Mo. 64083



**Michael Krass**  
 Professional Engineer  
 License No. 2001027896

LPA Representative Print: \_\_\_\_\_ Date \_\_\_\_\_

LPA Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

Index of Sheets	
Sheet	Description
1	Title Sheet
2	General Notes and Typical Section
3 thru 9	Sidewalk Plans
10	ADA Ramp Detail Sheet
11	Sidewalk Details
12	Traffic Control Plan
13	Erosion Control Plan
14	Existing Utilities
15	Existing Power Utilities
16	Existing Gas & Communication Utilities



Project Map  
 Not to Scale

# General Notes

- 1 All Construction to be in accordance with the 2019 Missouri Standard Specifications for Highway Construction, where there is conflict, these plans prevail over the standard specifications. See plan sheets and Job special provisions for details.
- 2 Regardless of what utilities are shown in the bidding documents and utility locations listed, the bidder shall contact each area utility to determine the presence and location of the utility lines. The bidder shall determine and assume the risk as to whether utilities that are to be relocated by the utility company have in fact been relocated and if not, when the utility company anticipates the relocation shall be completed. The bidder shall independently determine the reliability of the information received from the utility companies and shall make the determination as to the sequence and timing of the utility relocations in determining a bid.
- 3 All Excavation to be in accordance with section 319.010-319.050, revised statues of the State of Missouri, such compliance shall not, however, excuse any person making any excavation from doing so in a careful and prudent manner, nor shall it excuss such person from liability for any damage or injury to underground utilities resulting from the excavation.
- 4 All excavation and fill is subsidiary to other bid items.
- 5 Removal of trees and shrubs shall be verified by field inspectors. Exercise caution when working near the construction limits to minimize disturbance to adjacent trees and shrubs that are not being removed by construction activities.
- 6 Construction shall meet ADA requirements, any construction that does not meet ADA requirements must be removed and replaced at the contractors expense.
- 7 The removal of improvements pay item shall be considered to completely cover the cost for saw cutting and removing existing curb and gutter, pavement, foundations, grinding of surfaces, and any other items needed to complete the proposed project.
- 8 Contractor is responsible for replacing any property or right of way monuments that are removed with this project.
- 9 Detectable warning strip shall be colored 'Brick Red' and be embedded into the concrete, the detectable warning strip shall be preformed and installed in strict accordance with the manufactures recommendations. Products that are bonded to the surface concrete shall not be allowed in new installations, stamped concrete detectable warnings will not be allowed.
- 10 Truncated domes shall span the full width (within 2') of the ramp or landing and shall be installed in accordance with current ADA standards.
- 11 Finished sidewalk shall be slip resistant and shall not pond water.
- 12 New curb and gutter shall be constructed in accordance with dimensions shown in plans. All reinforcement and concrete shall be in accordance with MoDOT standards.



Engineer Stamp

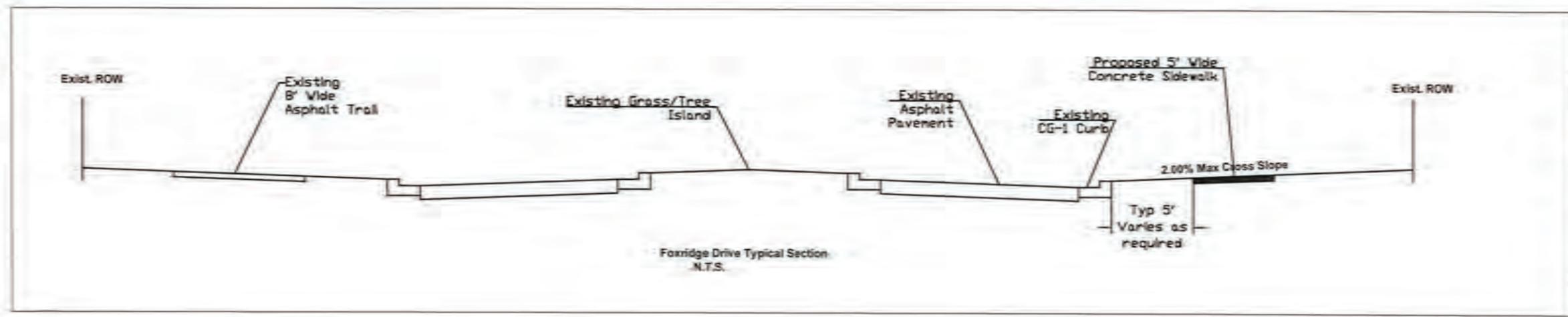
## General Notes and Typical Section

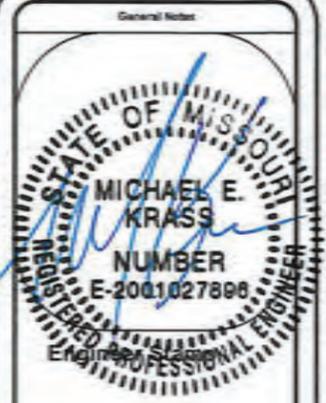
General Notes	10/13/20
No.	Date



Project Name and Address  
 Fouridge Drive  
 S.R.T.S.

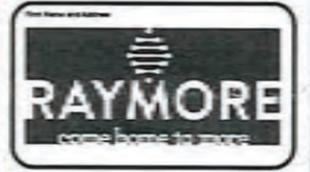
Page	2
Date	10/10/2019
Scale	NTS





### Sidewalk Plans

No.	Revised/Drawn	Date



Project Name and Address  
 Foxridge Drive  
 S.R.T.S.

Scale	1:40
Date	10/10/2019
Sheet	3

Foxridge Sidewalk October 10 2019.dwg

1/15/2004



Engineer Stamp

### Sidewalk Plans

No.	Revision/Date	Date



Project Name and Address  
 Foxridge Drive  
 S.R.T.S.

Scale	Sheet
1:40	4

Foxridge Sidewalk September 24 2019.dwg

1/19/2004



Engineer Stamp

### Sidewalk Plans

No.	Revision/Issue	Date

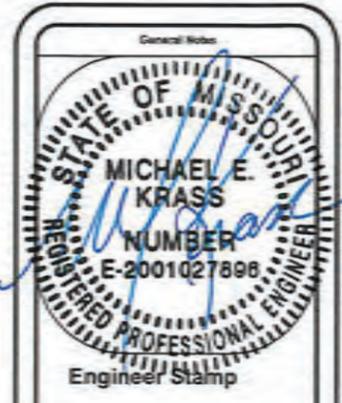
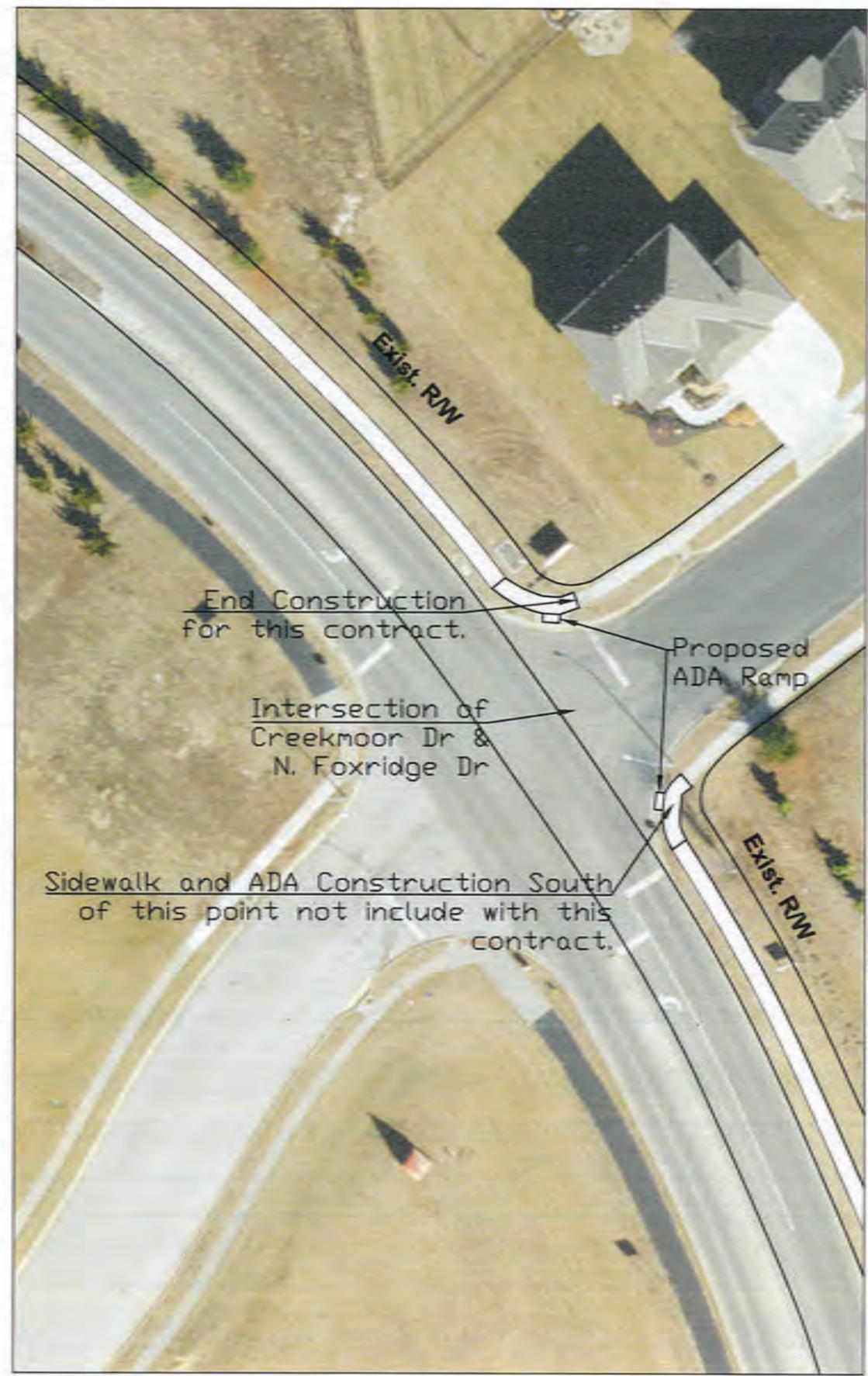


Project Name and Address:  
 Foxridge Drive  
 S.R.T.S.

Scale:	5
Date:	
9/24/2019	
Scale:	1:40

Foxridge Sidewalk Octoberr 10 2019.dwg

1/15/2004



### Sidewalk Plans

No.	Revised/Issue	Date

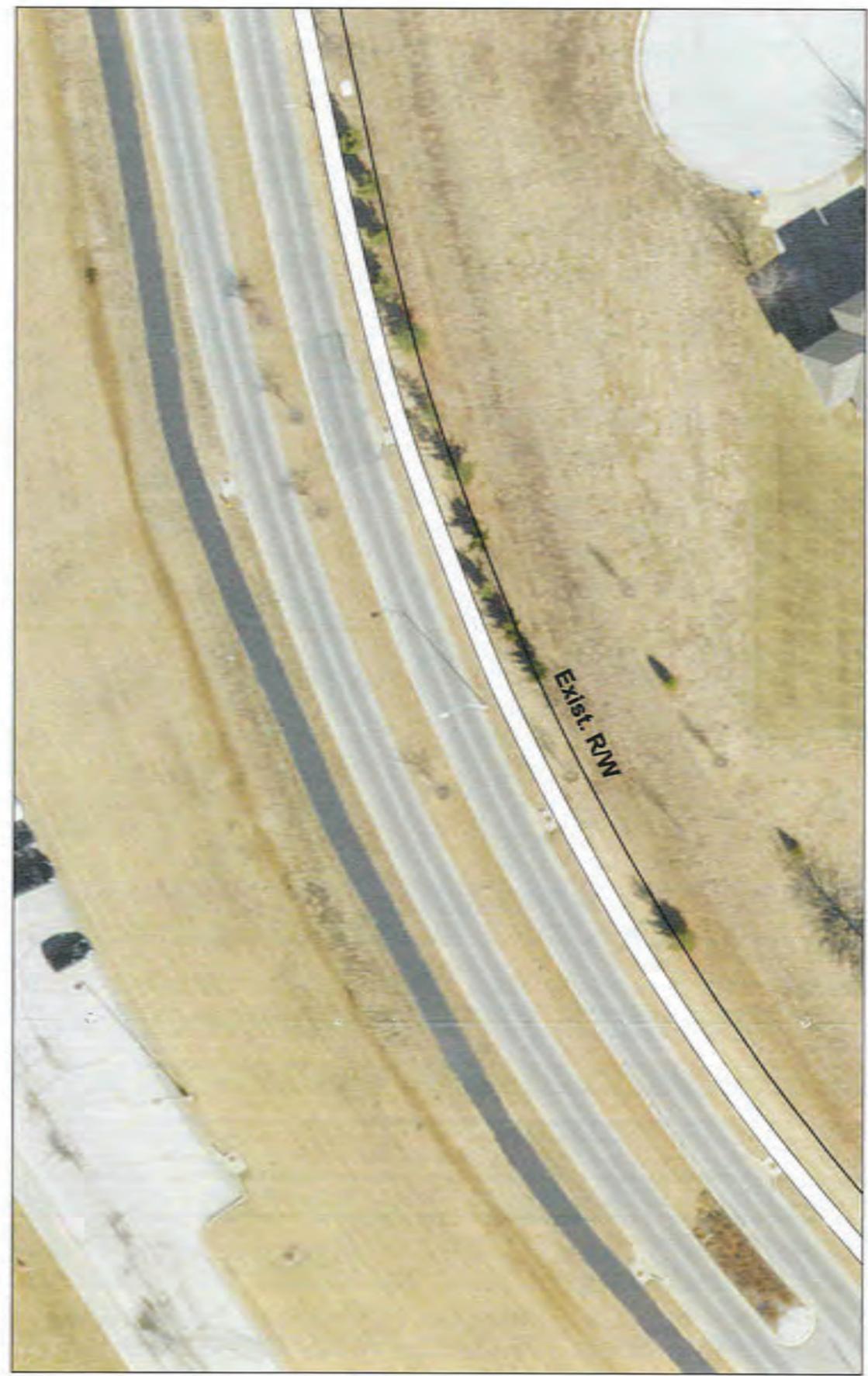


Project Name/Location:  
Foxridge Drive  
S.R.T.S.

Sheet No.	6
Date	10/10/2019
Scale	1:40

Fourridge Sidewalk September 24 2019.dwg

1/19/2004



### Sidewalk Plans

No.	Revision/Issue	Date

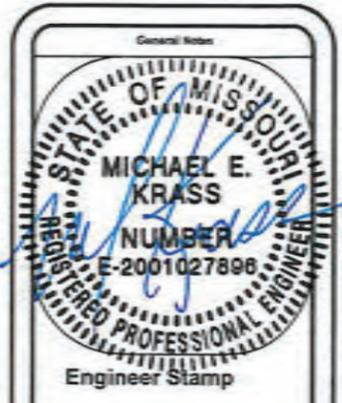


Project Name and Address  
Fourridge Drive  
S.R.T.S.

Project	Sheet
Date 9/24/2019	7
Scale 1:40	

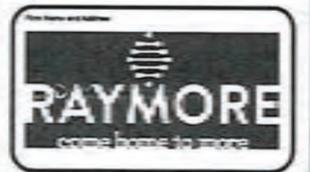
Foxridge Sidewalk September 24 2019.dwg

1/18/2004



### Sidewalk Plans

No.	Revision/Issue	Date

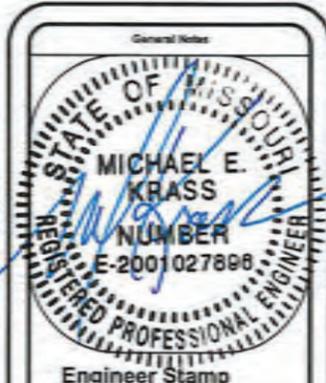
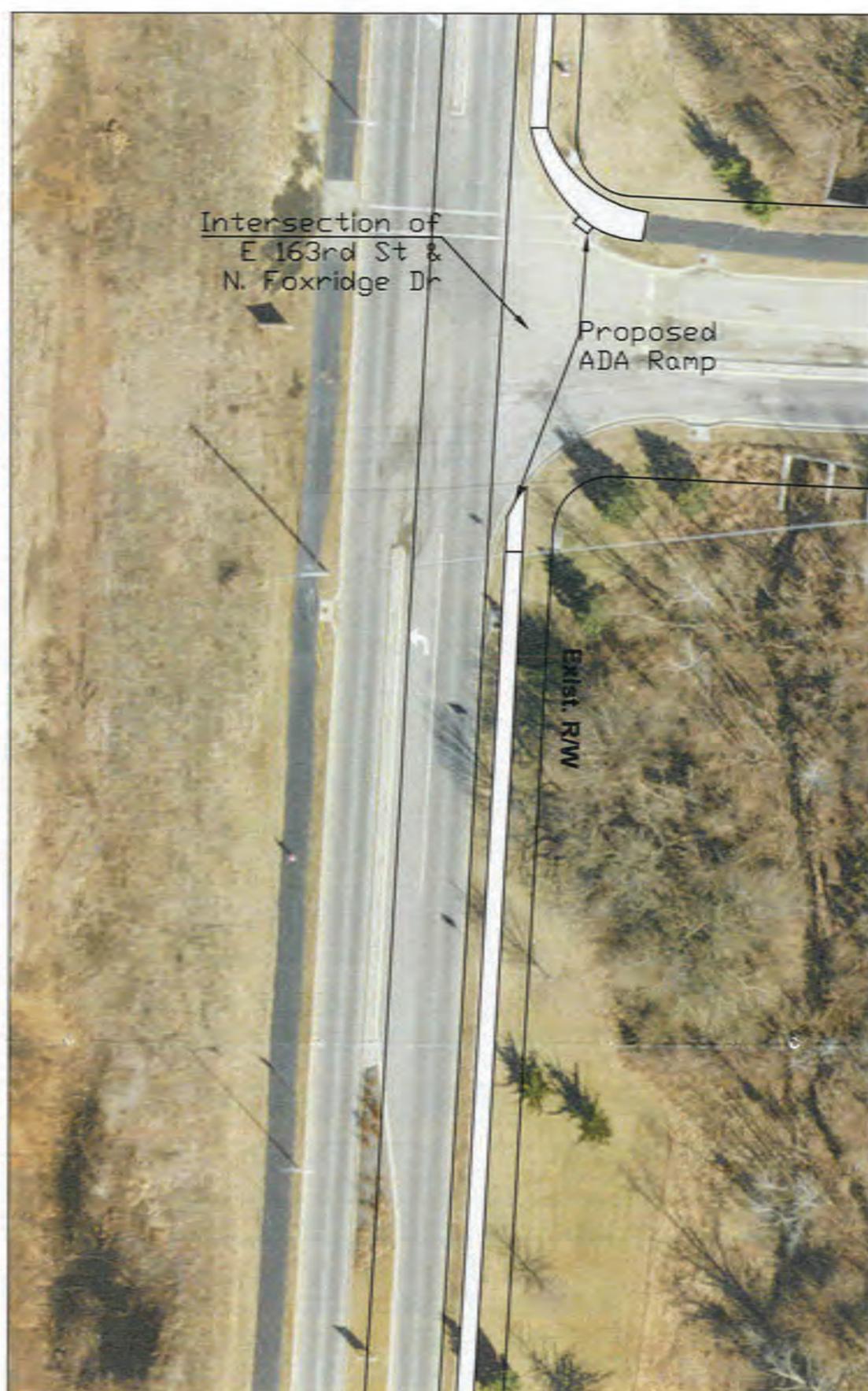


Project Name and Address  
Foxridge Drive  
S.R.T.S.

Project	Sheet
Date 9/24/2019	8
Scale 1:40	

Foxridge Sidewalk Octoberr 10 2019.dwg

1/19/2004



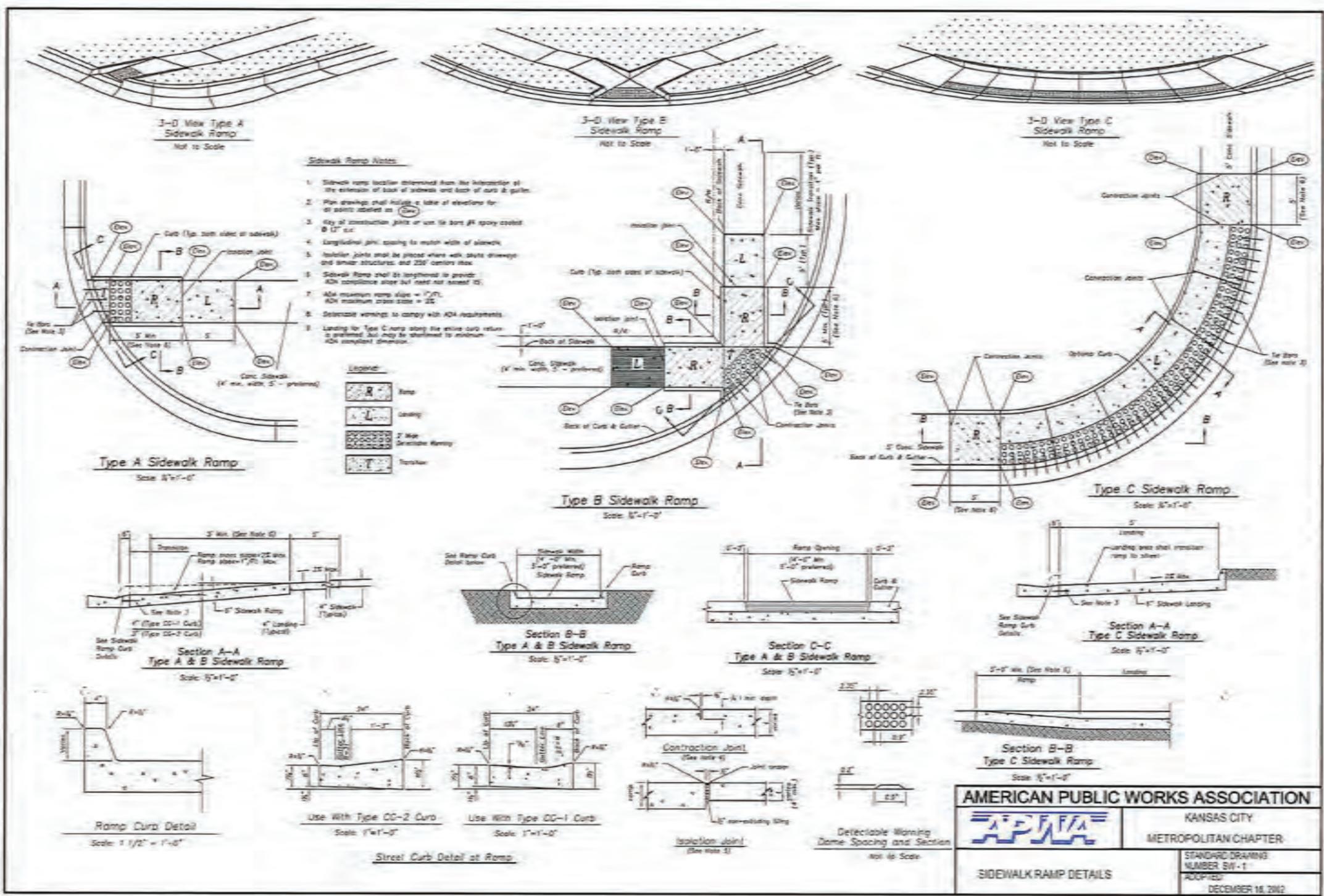
### Sidewalk Plans

No.	Revision/Issue	Date



Project Name and Address:  
Foxridge Drive  
S.R.T.S.

Project	Sheet
Date 10/10/2019	<b>9</b>
Scale 1:40	



**ADA Ramp Detail Sheet**

No.	Revisions	Date



Project Name: Fouridge Drive S.R.T.S.

**AMERICAN PUBLIC WORKS ASSOCIATION**  
KANSAS CITY METROPOLITAN CHAPTER

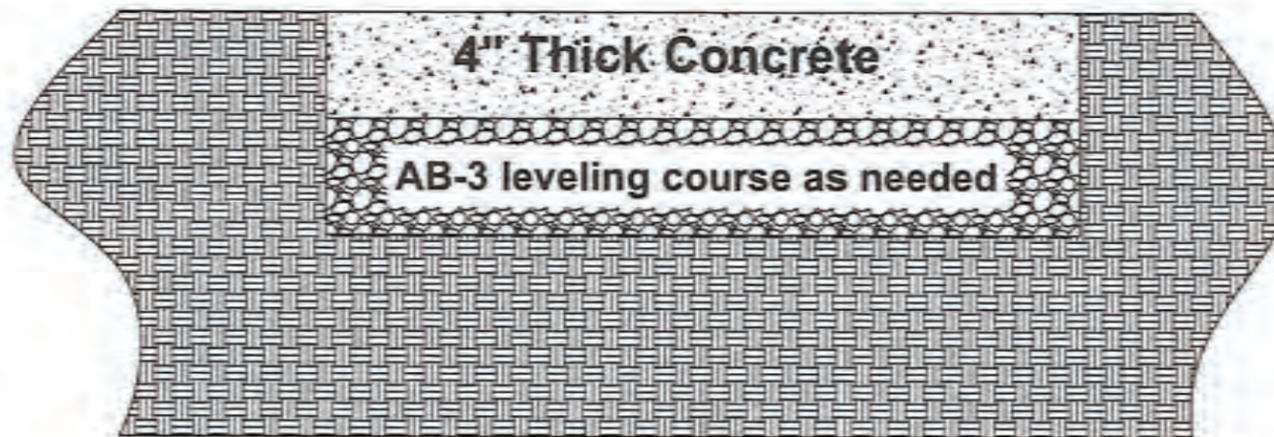
**APWA**

SIDEWALK RAMP DETAILS

STANDARD DRAWING NUMBER SW-1  
REVISED: DECEMBER 18, 2013

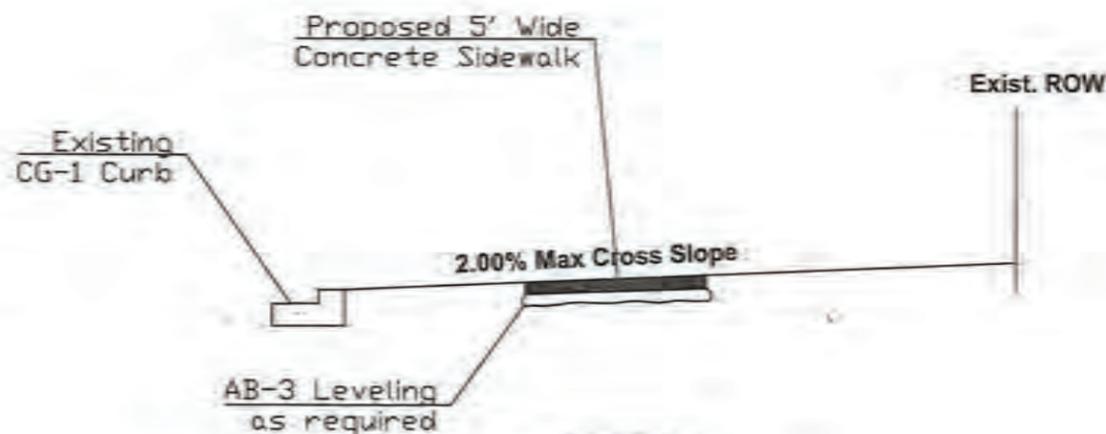
Scale: NTS	Sheet: 10
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Fouridge Sidewalk September 24, 2019.dwg  
1/13/2004



**4" Thick KCMMB 4K Concrete. Sidewalk may be placed directly on subgrade. AB-3 leveling course is required if subgrade over excavated. No rebar in sidewalk.**

**N.T.S.**



**N.T.S.**



Engineer Stamp

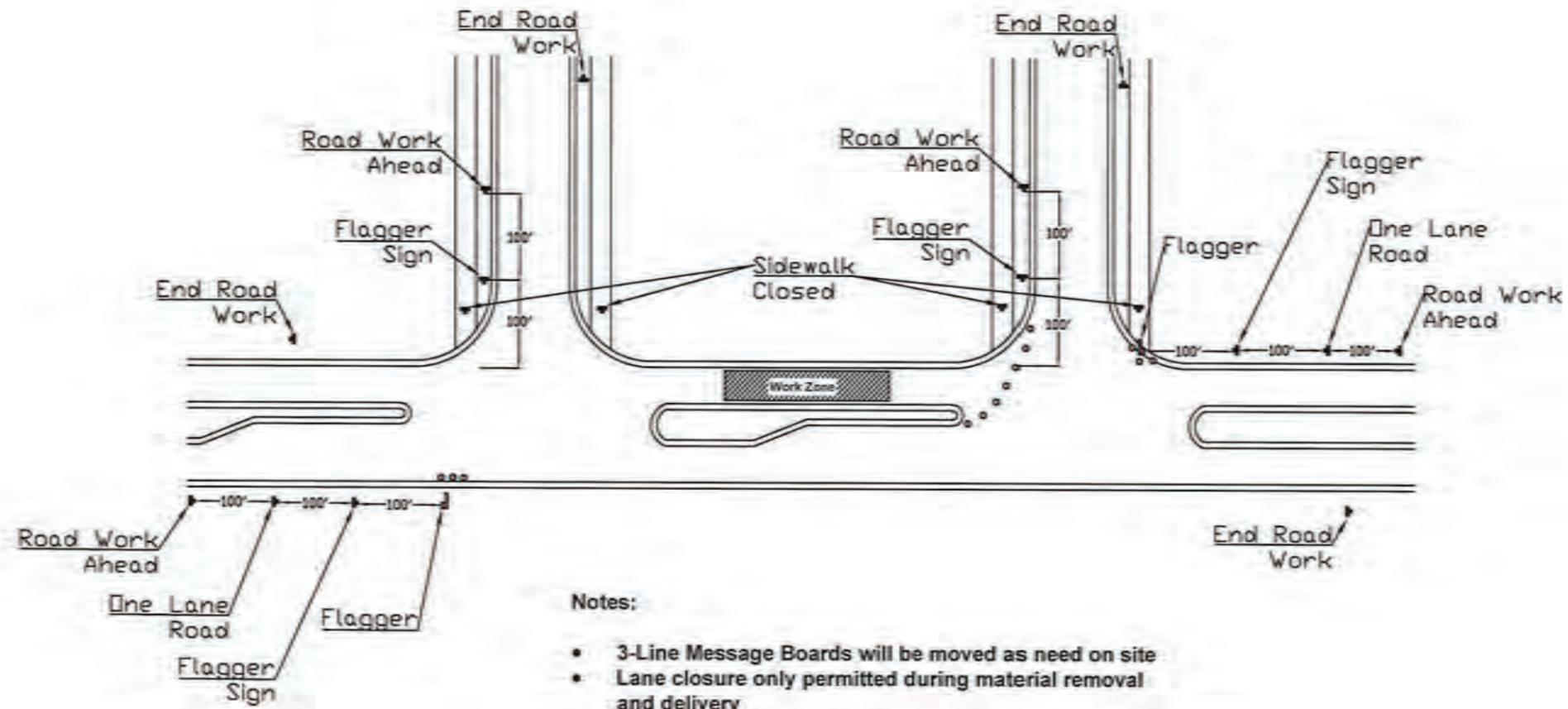
**Sidewalk Detail Sheet**

No.	Revisions	Date



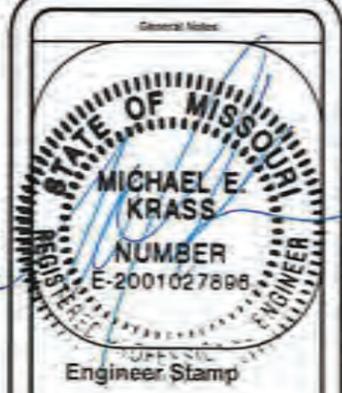
Project Name and Address:  
Fouridge Drive  
S.R.T.S.

Sheet No.	11
Date	9/24/2019
Scale	NTS



**Notes:**

- 3-Line Message Boards will be moved as need on site
- Lane closure only permitted during material removal and delivery
- Sign dimensions, placement and size shall follow 2009 MUTCD standards



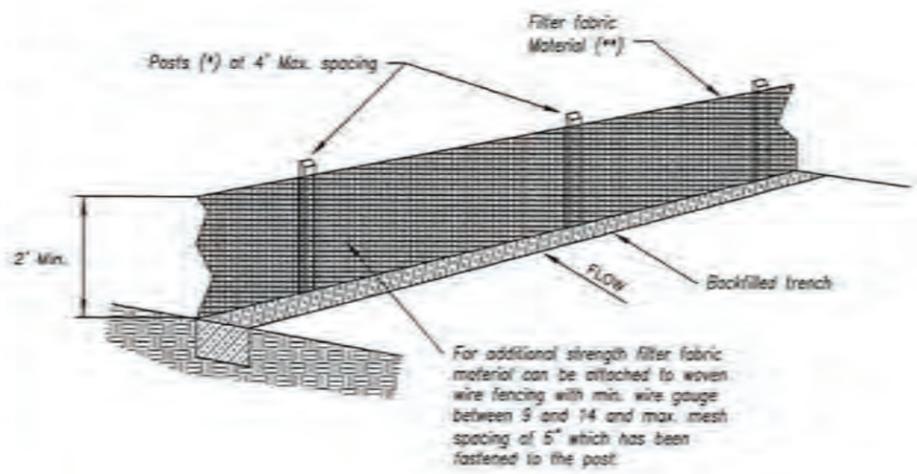
**Traffic Control Plan**

No.	Revision/Date	Date



Project Name and Address:  
 Foxridge Drive  
 S.R.T.S.

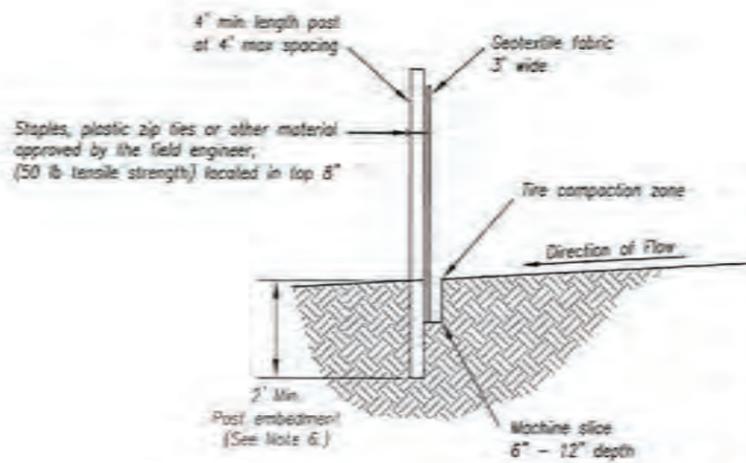
Scale: 3/15/2020	<b>12</b>
Scale: NTS	



- (\*) POSTS**
- MIN. LENGTH 4'
  - HARDWOOD 1 3/4" x 1 3/4"
  - NO.2 SOUTHERN PINE 2 3/4" x 2 3/4"
  - STEEL 1.33 LB/FT

**(\*\*)** - Geotextile Fabric shall meet the requirements of AASHTO M268

**SILT FENCE DETAILS**  
Not to Scale



**Notes:**

1. In order to ensure proper operation of the silt fence, it shall be installed in accordance with Figure A1.
2. Long straight runs of silt fence shall be limited to 100' Run. Runs should be broken up into several smaller segments by concrete curb installations (Figure A).
3. Long straight runs shall be broken up with concrete curb of all fence to allow access.
4. Attach silt fence to concrete curb in front.
5. Install silt fence a minimum of 1' from the curb.
6. Trenches shall not be allowed to exist or shall be installed with silt fence material shall be installed used.

**Maintenance:**

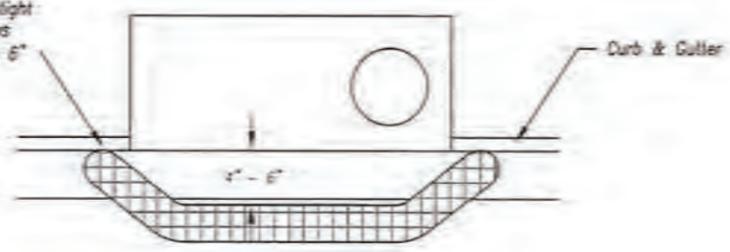
1. Remove and replace or otherwise maintain when the deposit approaches 1/2 the height of the fence.
2. Repair as necessary to maintain function and structure.



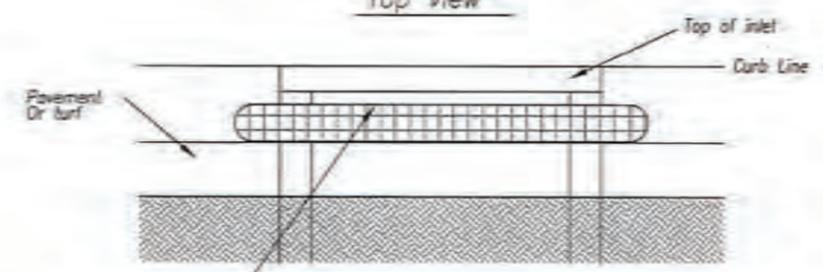
Foxridge Sidewalk September 24 2019.dwg

1/11/2004

Filter sock is to have a tight curb contact with no gaps and extend approximately 6" beyond inlet opening.



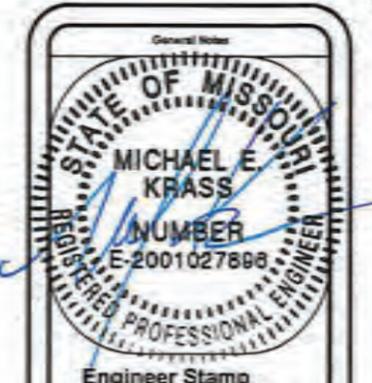
**Top View**



**Front View**

Height of filter sock should not be above the top of the inlet.

**Sump Inlet Sediment Filter**



**Engineer Stamp**

**Erosion Control Plan**

No.	Revision/Date	Date



Project Name and Number:  
Foxridge Drive  
S.R.T.S.

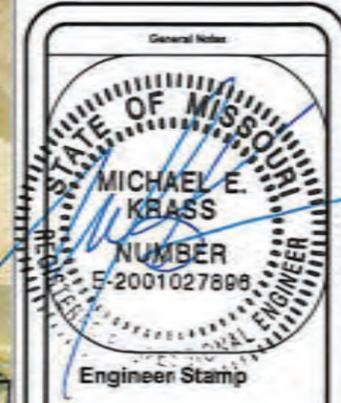
Page:	13
Date:	9/24/2019
Scale:	NTS

Foxridge Sidewalk September 24 2019.dwg

1/13/2004



Blue=Waterline  
 Yellow=Gas line  
 Green=Sewer  
 Purple=Storm



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

No.	Revision/Issue	Date



Project Name and Address  
 Foxridge Drive  
 S.R.T.S.

Date	9/24/2019	Sheet	14
Scale	NTS		

Foxridge Sidewalk September 24 2019.dwg  
 1/15/2004

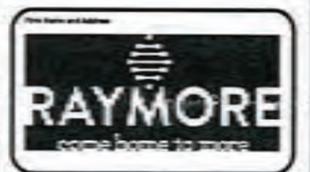


- Overhead Power Primary
- Overhead Power Secondary
- Underground Power Primary
- Underground Power Secondary



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

No.	Revision/Issue	Date

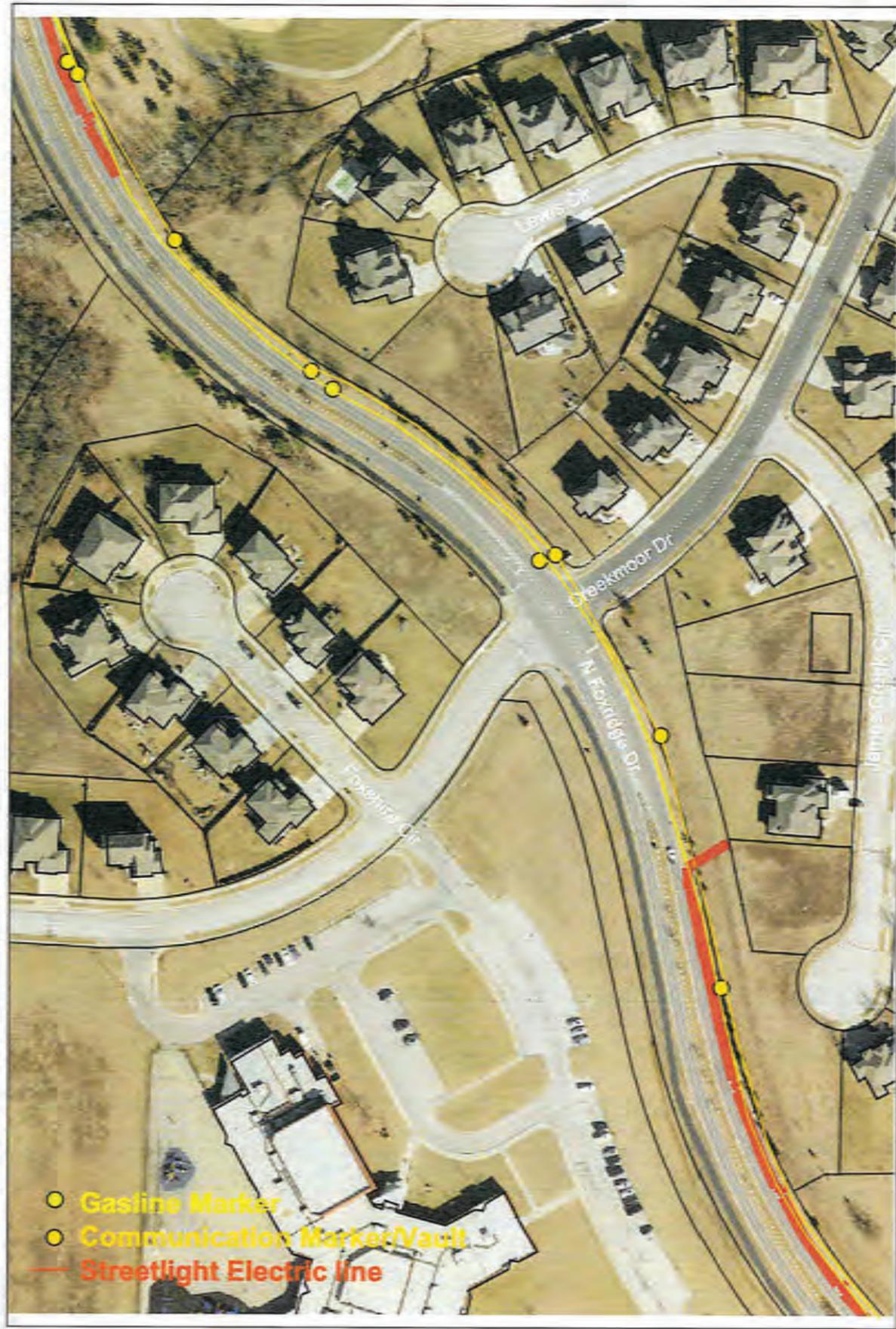


Project Name and Address  
 Foxridge Drive  
 S.R.T.S.

Scale	15
Date	9/24/2019
Author	NTS

Foxridge Sidewalk September 24, 2019.dwg

1/15/2004



- Gasline Marker
- Communication Marker/Vault
- Streetlight Electric line



**Existing Gas and Communication Utilities**  
 The City of Raymore makes no warranty of any kind, expressed or implied, regarding the fitness of information shown for a particular use.

No.	Revision/Date	Date



Foxridge Drive  
 S.R.T.S.

Scale	NTS
Date	9/24/2019
Sheet No.	16



N Foxridge Dr

Drake Ln

Cross Creek Dr

Sandwick Cir

Lewis Cir

Foxshire Cir

James Creek Cir

Creekmoor Dr

1"=300'







**CITY OF RAYMORE  
AGENDA ITEM INFORMATION FORM**

DATE: August 24, 2020

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

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

**TITLE / ISSUE / REQUEST**

Bill 3567 - Johnston Lake Fountain

**STRATEGIC PLAN GOAL/STRATEGY**

Goal 2.2.3 - Value and protect natural resources and green spaces

**FINANCIAL IMPACT**

Award To:	Brinton Electric Company
Amount of Request/Contract:	\$29,487
Amount Budgeted:	\$25,000 (Parks) / \$5,000 (Arts)
Funding Source/Account#:	Fund 47 Park Sales Tax Fund / Community Foundation

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
October 2020	November 2020

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission:	Parks and Recreation Board
Date:	August 11, 2020
Action/Vote:	7-0

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Contract  
Bid Tab

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

The FY2020 Capital Improvement Plan includes the purchase and installation of a fountain in Johnston Lake at Hawk Ridge Park. The fountain is to include aeration diffusers to help with the water quality of the lake and will be installed in the center of the lake.

Staff issued an RFP in July and held pre-bid meetings on July 22 and 23. Representatives from Air-O-Lator were present to address any questions regarding the fountain. The single bid received was opened on July 29. The single bid was from Brinton Electric and all policies for single bid received were followed.

An alternate bid was included in the RFP to install electrical service to a future public art piece to be installed by the Arts Commission. The alternate work will be paid for by the Arts Commission.

Staff recommends award of contract to Brinton Electric Company in the amount of \$29,487.

**BILL 3567**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BRINTON ELECTRIC COMPANY FOR THE JOHNSTON LAKE FOUNTAIN, PROJECT NUMBER 20-343-701, IN THE AMOUNT OF \$26,020 INCLUDING AN ALTERNATE BID FOR COMMUNITY ART ELECTRICAL SERVICE IN THE AMOUNT OF \$3,467 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."**

**WHEREAS**, the 2020 Johnston Lake Fountain Project was included in the FY2020 Capital Budget; and

**WHEREAS**, the Raymore Arts Commission and the Raymore Parks and Recreation Board have selected Hawk Ridge Park for a community art project; and

**WHEREAS**, bids for this project were received on July 29, 2020; and

**WHEREAS**, Brinton Electric Company 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 \$29,487.00 with Brinton Electric Company for the Johnston Lake Fountain and public art electrical service, attached as Exhibit A.

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

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

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

**DULY READ THE FIRST TIME THIS 24th DAY OF AUGUST, 2020.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 14TH DAY OF SEPTEMBER, 2020, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Berendzen  
Councilmember Burke III  
Councilmember Circo  
Councilmember Holman  
Councilmember Jacobson  
Councilmember Townsend

ATTEST:

APPROVE:

\_\_\_\_\_  
Jean Woerner, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature



CITY OF RAYMORE  
CONTRACT FOR SERVICES

**JOHNSTON LAKE FOUNTAIN**

This Contract for the Johnston Lake Fountain, hereafter referred to as the **Contract** is made this 14 day of September, 2020, between Brinton Electric Co., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 10100 E. 65th St, Raytown, MO 64133, 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 September 14, 2020 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 20-343-701 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to the 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 \$26,020.00. Approved alternate for \$3,467.00

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

The City Manager has the authority for change orders.

## ARTICLE IV CONTRACT PAYMENTS

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

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

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

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

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

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

#### ARTICLE V INSURANCE REQUIREMENTS

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

#### ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

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

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

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

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

#### ARTICLE VII RESPONSIBILITIES

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

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance (but not simply frustration of performance) by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

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

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

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

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

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

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

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 26) if project is over \$75,000. The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

#### ARTICLE VIII CANCELLATION AND/OR TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, certified facsimile or email. If the Contractor fails

to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or email. If the Contractor fails to correct any default(s) after notification of such default(s) are of such that they endanger the health, safety and/or welfare of the residents of Raymore, City may terminate this contract immediately and retain the services of an alternative contractor to perform the services for which Contractor may be held liable for such costs.

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

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

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

#### ARTICLE IX ARBITRATION

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

#### ARTICLE X WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed for a period of two (2) years from the date of substantial completion as noted in the 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 the bid specifications.

#### ARTICLE XI REQUIRED SAFETY TRAINING

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

ARTICLE XII  
NOTICE OF PENALTIES FOR FAILURE  
TO PROVIDE SAFETY TRAINING

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

ARTICLE XIII  
AFFIDAVIT of WORK AUTHORIZATION

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

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

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

ARTICLE XIV  
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Buyer agrees that it has not relied upon any representations of the Contractor as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

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

**IN WITNESS WHEREOF**, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

**THE CITY OF RAYMORE, MISSOURI**

By: \_\_\_\_\_  
Jim Feuerborn, City Manager

Attest: \_\_\_\_\_  
Jean Woerner, City Clerk

(SEAL)

**BRINTON ELECTRIC CO.**

By: \_\_\_\_\_  


Title: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  


## **APPENDIX A**

### **SCOPE OF SERVICES AND SPECIAL PROVISIONS**

#### **Johnston Lake Fountain**

##### **ANTICIPATED SCOPE OF SERVICES:**

**BACKGROUND:** Raymore's Hawk Ridge Park is a destination park designed for outdoor recreation and built to accommodate people of all ages and abilities. Johnston Lake is a 12 acre body of water in Hawk Ridge Park. A walking trail, floating ADA dock, shelter house, performance amphitheater and public fishing center around Johnston Lake. The Missouri Department of Conservation and the City of Raymore have entered into a Community Assistance Program to provide outdoor recreational opportunities, free access to fishing and control fish populations. The City desires to install a fountain in the lake for aeration purposes and beautification within the park. Additionally, the City would like to provide electrical service for lighting a new public art feature at Hawk Ridge.

**PROJECT SUMMARY:** This project is to install a fountain in Johnston Lake, this is a turnkey project which includes anchoring the unit to stay in place, running electrical service from the shore to the fountain and complete the electrical connection for a fully functional fountain. An alternate bid is requested to provide electrical service from the nearest adequate power source to the location of a new public art feature. The electric service should be stubbed and ready for connection.

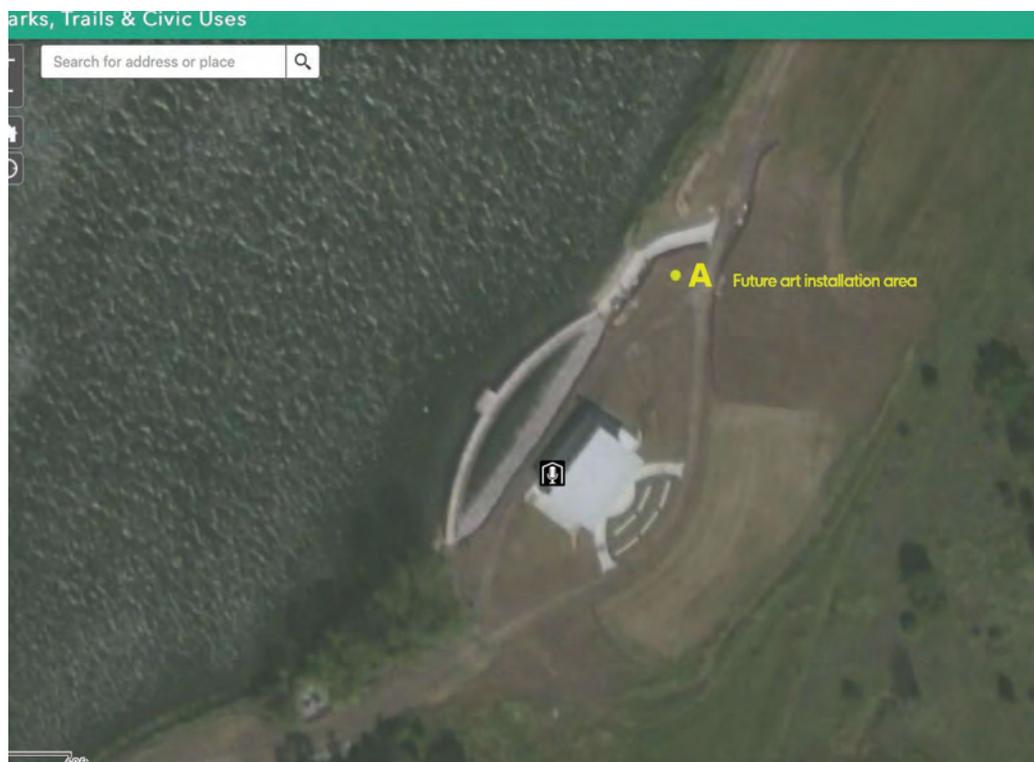
##### **ANTICIPATED SCOPE OF SERVICES:**

###### **1: Johnston Lake Fountain**

- A. Contractor will purchase a Platinum NorthStar fountain with 400' of power cord, 4 color Light kit w/LED bulbs and the Deep-Aire subsurface aeration system or an approved equivalent.
  - a. Spec Sheets for fountain, lights and aeration system are attached
- B. Contractor will mobilize equipment, personnel, and materials to the site as necessary.
- C. Contractor will complete utility locate request
- D. Contractor will install the fountain and accessories, anchored securely as close to center of the lake as possible
- E. Contractor will make all necessary electrical connections.
- F. Contractor will take any means necessary to protect the trails and pedestrian boardwalk within or near the project area. Any damage shall be repaired or replaced to equal or better condition.
- G. Contractor will repair any damaged turf with approved tall turf type fescue approved by Parks personnel or replace it with sod.

###### **(Alternate 1) Public Art Electrical Service**

- A. Contractor will mobilize equipment, personnel, and materials to the site as necessary.
- B. Contractor will complete the utility locate request.
- C. Contractor will make all necessary electrical connections from existing electrical to run 110 power to location A on the attached map with installation of a waterproof junction box. The artist will be installing a diode driver to convert the power to low voltage DC.
- D. Contractor will take any means necessary to protect the trails and pedestrian boardwalk within or near the project area. Any damage shall be repaired or replaced to equal or better condition.
- E. Contractor will repair any damaged turf with approved tall turf type fescue approved by Parks personnel or replace it with sod.



1. SPECIFICATIONS WHICH APPLY

The Supplementary Conditions define the Project; establish the standards by which the work will be performed and further clarify those standards for the specific locations involved. These Supplementary Conditions supersede all other provisions of the documents wherein there is a conflicting statement. The performance of the work, the material requirements, the basis of measurement and the basis of payment for the various portions of the work shall be in accordance with the appropriate sections of the Kansas City

Chapter of the APWA "Standard Specifications and Design Criteria" current edition, except as altered or modified by these supplementary conditions, and the contract document entitled, "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri, 2016 and subsequent revisions. This document shall be considered Supplementary Conditions for the purpose of Section 1.39 of the Kansas City Chapter of the APWA "Standard Specifications and Design Criteria" and shall be take precedence for construction. Where the standards are in conflict, the more stringent criteria shall apply.

Upon completion the site will be cleaned and all debris removed from the site. The restoration of any disturbed asphalt, amenities, structures, trees or turf areas should be put back to the condition before starting.

2. ADDITIONAL BIDDING INFORMATION

- 2.1 Project is tax exempt.

**CITY OF RAYMORE, MISSOURI**  
**RFP # 20-343-701**

**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 September, 2020.

C. *Insurance*

The Bidder/Contractor shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Raymore by the Bidder/Contractor, its agents, representatives, employees or subcontractors. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). All coverage for the City shall be written on a primary basis, without contribution from the City's coverage. A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. All policies shall be issued on an occurrence form.

1. General Liability

Commercial General Liability including Product/Completed Operations. The completed operations coverage is to remain in force for three years following the project completion.

Minimum Limits - General Liability:

\$1,000,000 Each Occurrence Limit  
\$ 100,000 Damage to Rented Premises  
\$ 5,000 Medical Expense Limit  
\$1,000,000 Personal and Advertising Injury  
\$2,000,000 General Aggregate Limit  
\$1,000,000 Products & Completed Operations

2. Excess/Umbrella Liability

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

3. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Bidder/Contractor, its agents, representatives, employees or subcontractors.

Minimum Limits - Automobile Liability:

\$1,000,000 Combined Single Limit  
\$5,000 Medical Expense Limit

4. Workers' Compensation

Limit as required by the Workers' Compensation Act of Missouri, Employers Liability, \$1,000,000 from a single carrier.

D. *Hold Harmless Clause*

The Bidder/Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Raymore, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright.

E. *Exemption from Taxes*

The City of Raymore is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax exempt status will be furnished on request, and therefore the City shall not be charged taxes for materials or labor.

F. *Employment Discrimination by Contractors Prohibited/Wages/ Information*

During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

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

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 26 for Cass County, Missouri, USA.

G. *Invoicing and Payment*

The Contractor shall submit invoices, in duplicate, for services outlined above in the scope of services. Certified payroll shall be submitted with each pay request or invoice.

Invoices shall be based on the following schedule:

At completion of work – 95% of the contract amount with 5% held for retainage – the 5% retainage will be held until acceptance of the project by the Raymore City council, at which time final payment will be made. Payment will be based on actual services rendered and actual costs. All such invoices will be paid within thirty (30) days by the City of Raymore unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Bidder/Contractor shall provide complete cooperation during any such investigation.

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

H. *Cancellation*

The City of Raymore reserves the right to cancel and terminate this contract in part or in whole without penalty upon 30 days written notice to the Bidder/Contractor. Any contract cancellation notice shall not relieve the Bidder/Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

I. *Contractual Disputes*

The Contractor shall give written notice to the City of Raymore of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Raymore shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

City decisions shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Finance Director, or her designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

J. *Severability*

In the event that any provision of this contract shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

K. *Applicable Laws*

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Raymore codes.

L. *Drug/Crime Free Work Place*

Contractor acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Raymore property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. Any crimes committed while on City property.

Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Raymore in addition to any criminal penalties that may result from such conduct.

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Safety Training*

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

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

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 26). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

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

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

Q. *Permits/Certificates*

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

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

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

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

R. *Mobilization, Bonds and Insurance*

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

Payment shall be made on the following schedule.

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

S. *Bid Bond*

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

T. *Performance Bond*

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

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

*U. Payment Bond*

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

*V. Maintenance Bond*

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

*W. Rejection of Bids*

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

*X. Release of Information*

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

*Y. American Products*

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

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

*Z. Affidavit of Work Authorization and Documentation*

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

by

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

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

**PROPOSAL FORM A**  
RFP 20-343-701

**PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS**

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

FIRM NAME: Brinton Electric Co

ADDRESS: 10100 E 65th St Ste B  
Street

ADDRESS: Rayton MO 64133  
City State Zip

PHONE: 816 356 0922

E-MAIL: Kory @ brinton electric.net

DATE: 7/28/2020  
(Month-Day-Year) [Signature] President  
Signature of Officer/Title

DATE: 7/28/2020  
(Month-Day-Year) [Signature] Secretary  
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

2/3

**PROPOSAL FORM B**  
RFP 20-343-701

**CONTRACTOR DISCLOSURES**

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

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

## Legal Matters

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

Yes      No     If yes, provide details in an attachment.

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

Yes      No     If yes, provide details in an attachment.

## Required Representations

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

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

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



**PROPOSAL FORM C**  
 RFP 20-343-701

**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

<b>COMPANY NAME</b>	City of Raytown
<b>ADDRESS</b>	10000 E 59th St Raytown MO
<b>CONTACT PERSON</b>	Tony MESA
<b>CONTACT EMAIL</b>	tonym@raytown.mo.us
<b>TELEPHONE NUMBER</b>	816 737 6066
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	Many i varied, ongoing

<b>COMPANY NAME</b>	Metropolitan Community Colleges
<b>ADDRESS</b>	3200 Broadway KCmo 64111
<b>CONTACT PERSON</b>	Boatrice Westhus
<b>CONTACT EMAIL</b>	Boatrice.westhus@metcc.edu
<b>TELEPHONE NUMBER</b>	816 604 1353
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	Many i varied Ongoing

*WB*

COMPANY NAME	Raytown CZ Schools
ADDRESS	5911 Blue Ridge Blvd Raytown MO
CONTACT PERSON	Josh Husted 64133
CONTACT EMAIL	josh.husted@raytownschools.org
TELEPHONE NUMBER	816 268 7160
PROJECT, AMOUNT AND DATE COMPLETED	many & varied ongoing

COMPANY NAME	John Knox Village
ADDRESS	400 Nw Murray L.S. MO
CONTACT PERSON	Mila Smith 64081
CONTACT EMAIL	msmith@jku.org
TELEPHONE NUMBER	816 347 2021
PROJECT, AMOUNT AND DATE COMPLETED	many & varied ongoing

COMPANY NAME	KC Public Schools
ADDRESS	2012 E 23rd St KC MO 64127
CONTACT PERSON	Allen Cassidy
CONTACT EMAIL	acassidy@kcpublicschools.org
TELEPHONE NUMBER	816 418 2021
PROJECT, AMOUNT AND DATE COMPLETED	many & varied ongoing

State the number of Years in Business: 44 yrs

State the current number of personnel on staff: 16

**PROPOSAL FORM D**  
RFP 20-343-701

Proposal of Brinton Electric C, organized and  
(Company Name)  
existing under the laws of the State of Missouri, doing business  
as a Corporation (\*)

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 20-343-701- Johnston Lake Fountain.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) NA, 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. 20-343-701  
 Johnston Lake Fountain**

**Base Bid**

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance - not to exceed 5%				\$ 1,300
Fountain				\$ 17,000
Installation				\$ 1,741
Electrical Connection				\$ 5,979
<b>TOTAL BASE BID</b>				<b>\$26,020</b>

**Total Base Bid for Project Number: 20-343-701**

\$ 26,020.00

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

(\$ Twenty six thousand twenty dollars & no cents)

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

**Alternate 1  
 Public Art Electrical Service**

**Base Bid**

Bid Items	Units	Estimated Quantities	\$/Units	Total
Electrical Installation				\$ 3,467
<b>TOTAL ALTERNATE BID</b>				<b>\$ 3,467</b>

**Total Base Bid for Alternate 1**

\$ 3,467.00

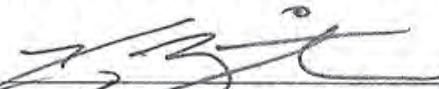
**In the blank above insert numbers for the sum of the bid.**

(\$ Three thousand four hundred sixty seven dollars & no cents)

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

**BID PROPOSAL FORM E - RFP 20-343-701  
CONTINUED**

Company Name Brinton Electric Co

By   
Authorized Person's Signature

Kory Brinton President  
Print or type name and title of signer

Company Address 10100 E 65th St  
Suite B  
Parktown, MO 64133

Phone 816 356 0922

Fax 816 356 4409

Email Kory@brintonelectric.net

Date 7/28/2020

**ADDENDA**

Bidder acknowledges receipt of the following addendum:

Addendum No.  NA

Addendum No.

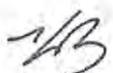
Addendum No.

Addendum No.

Addendum No.

Addendum No.

**LATE BIDS CANNOT BE ACCEPTED!**



### E - VERIFY AFFIDAVIT

(As required by Section 285.530, RSMo)

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

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

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

**KNOWINGLY:** A person acts knowingly or with knowledge,

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

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

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

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

Name/Contractor: Kory Brinton

Company: Brinton Electric Co

Address: 10100 E 65th St - Ste B Raymore, MO 64133

- 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 # 20-343-701.
- 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.

Brinton Electric Co  
Company Name

[Signature]  
Signature

Name: Key Brinton

Title: President

STATE OF MISSOURI COUNTY OF JACKSON

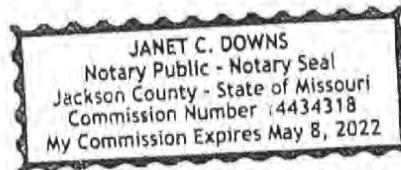
Subscribed and sworn to before me this 28 day of JULY, 2020.

Notary Public: Janet C Downs

My Commission Expires: May 8, 2022 Commission # 14434318

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.



[Handwritten mark]

Company ID Number: 356639

## THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

### ARTICLE I PURPOSE AND AUTHORITY

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

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

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

### ARTICLE II RESPONSIBILITIES

#### A. RESPONSIBILITIES OF THE EMPLOYER

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



Company ID Number: 356639

Approved by:

<b>Employer</b> Brinton Electric Co., Inc.	
<b>Name (Please Type or Print)</b> Kory Brinton	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 09/09/2010
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 09/09/2010

2/3

Company ID Number: 356639

## Information Required for the E-Verify Program

### Information relating to your Company:

Company Name	Brinton Electric Co., Inc.
Company Facility Address	10100 E 65th St Suite B Raytown, MO 64133
Company Alternate Address	
County or Parish	JACKSON
Employer Identification Number	431074434
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1







**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: Aug. 24, 2020

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

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

**TITLE / ISSUE / REQUEST**

Bill 3566: The Prairie of The Good Ranch Final Plat

**STRATEGIC PLAN GOAL/STRATEGY**

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

**FINANCIAL IMPACT**

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

**PROJECT TIMELINE**

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

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission: Planning and Zoning Commission  
Date: 8/18/2020  
Action/Vote: Approved 7-0

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Staff Report  
Plat Drawing

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

David Otis, representing Good-Otis LLC, is requesting approval of The Prairie of the Good Ranch, a replat of the existing Prairie View of the Good Ranch subdivision.

The replat is necessary due to a requirement from Southern Star to increase width of the easement for the pipeline that crosses through the subdivision. Lot lines were adjusted on several of the lots adjacent to the pipeline to provide for the increase in the width of the easement from 50 feet to 66 feet.

**BILL: 3566**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE FINAL PLAT OF THE PRAIRIE OF THE GOOD RANCH LOTS 1 THRU 65 AND TRACTS "A" THRU "F", A REPLAT OF THE PRAIRIE VIEW OF THE GOOD RANCH SUBDIVISION."**

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

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

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

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

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

Section 2. That the subdivision known as The Prairie of the Good Ranch, Lots 1 thru 65 and Tracts A thru F is approved for the tract of land described below:

All of Lots 1 thru 65 and Tracts A-F, Replat of Prairie View of The Good Ranch, Lots 1-65 & Tracts A-F, a subdivision as recorded in Raymore, Cass County, Missouri as Document Number 636543 in Book 23, Page 62.

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

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

**DULY READ THE FIRST TIME THIS 24TH DAY OF AUGUST, 2020.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 14TH DAY OF SEPTEMBER, 2020, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Berendzen  
Councilmember Burke III  
Councilmember Circo  
Councilmember Holman  
Councilmember Jacobson  
Councilmember Townsend

ATTEST:

APPROVE:

\_\_\_\_\_  
Jean Woerner, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature

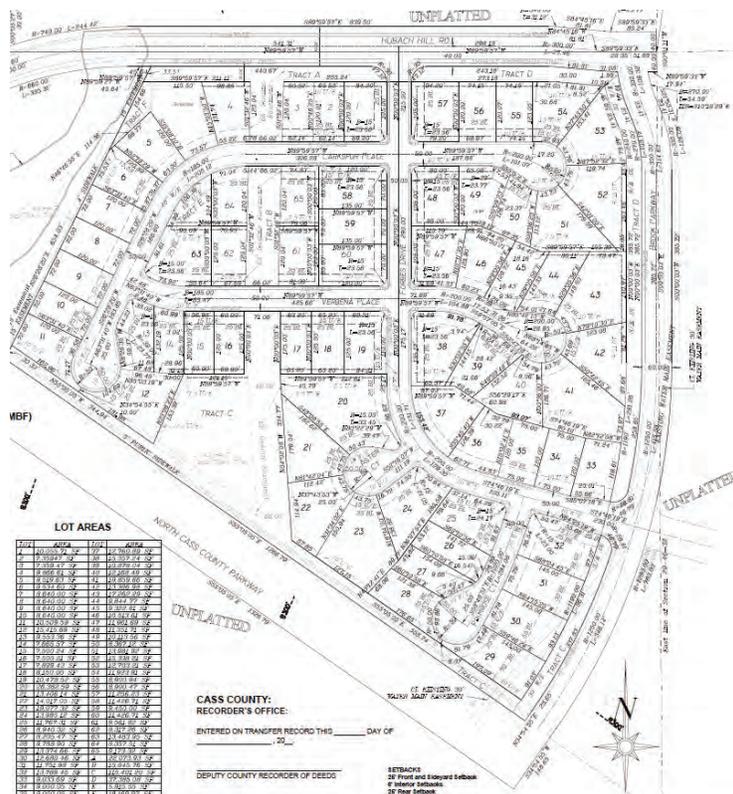


**To:** City Council  
**From:** Planning and Zoning Commission  
**Date:** August 24, 2020  
**Re:** Case #20016 - The Prairie of the Good Ranch - Final Plat - Lots 1 thru 65 & Tracts A thru F

**GENERAL INFORMATION**

**Applicant/  
 Property Owner:** Good-Otis, LLC  
 1464 Techy Road  
 Northbrook, IL, 66062

**Property Location:** Generally located south of Hubach Hill Road, between North Cass Parkway and Brook Parkway.



**Existing Zoning:** "R1-P" Single Family Residential Planned District

**Existing Surrounding Zoning:** **North:** "R1-P" Single Family Residential Planned District

**South:** "AG" Agriculture District

**East:** "R1-P" Single Family Residential Planned District

**West:** "R1-P" Single Family Residential Planned District

**Existing Surrounding Uses:** **North:** Single Family Residential (Undeveloped)

**South:** Undeveloped

**East:** Undeveloped

**West:** Undeveloped

**Total Tract Size:** 34.96 acres

**Total Number of Lots:** 65 Lots and 5 tracts

**Growth Management Plan:** The Future Land Use Plan Map contained in the Growth Management Plan identifies this area as appropriate for low-density residential development.

**Major Street Plan:** The Major Thoroughfare Plan Map classifies Hubach Hill Road as a minor arterial, Brook Parkway as a minor collector and North Cass Parkway as a major collector.

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

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

## **PROPOSAL**

*Outline of Requested Action:* The applicant seeks to obtain Final Plat approval for The Prairie of the Good Ranch - Lots 1 thru 65 and tracts A thru F.

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

## **PREVIOUS ACTIONS ON OR NEAR THE PROPERTY**

1. The Prairie View of the Good Ranch was rezoned from "A" Agricultural land to an "R1-P" Single Family Planned District and the Preliminary Plat for the development was approved by the Raymore City Council on October 24, 2005.
  - The Planning Commission approved the "P" Planned District designation despite the lack of amenities available to the development, citing applicant's history of providing quality housing products, the constraints of a small subdivision, the interconnectivity in

the street system, larger lot sizes, and of amount of private open space proposed as reasons for supporting the "P" designation.

2. The Final Plat was approved by the City Council on June 6, 2006. The Final Plat was recorded with Cass County on December 12, 2006. No development followed.
3. In June of 2015, the developer filed an application requesting a modification of development standards applicable to Prairie View of the Good Ranch (R1-P zoning). The modifications are highlighted below, and were approved as follows:

	R1-P Existing	R1-P Proposed
<b>Minimum Lot Area</b>		
per lot	8,400 sq ft	7,200 sq ft
<b>Minimum Lot Width (ft.)</b>	70	60
<b>Minimum Lot Depth (ft.)</b>	100	100
<b>Yards, Minimum (ft.)</b>		
Front	30	25
rear	25	25
side (exterior)	25	25
side (interior)	8.3	6
<b>Maximum Building Height (feet)</b>	35	35
<b>Maximum Building Coverage (%)</b>	30	30

4. On June 22, 2015, the Raymore City Council approved a new Preliminary Plat for Prairie View of the Good Ranch, which reflected the modified development standards above. The Preliminary Plat was never recorded, and expired one year later on June 22, 2016.
5. On June 23, 2008, City Council approved Ordinance #28055, establishing the Hubach Hill Road and North Cass Parkway Community Improvement District (CID). The Prairie View subdivision is located within the CID.
6. Near the time of the first Final Plat in 2006, North Cass Parkway and Brook Parkway were constructed, along with roughly 1,400 feet of storm sewer along Brook Parkway. No other public improvements (sidewalk, ADA ramps, etc...) were constructed.
7. The subdivision was replatted on November 27, 2017.
8. The City accepted the public improvements for the first phase of development on July 27, 2020. This allows for the release of permits in

the first phase.

**ENGINEERING DIVISION COMMENTS**

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

**STAFF COMMENTS**

1. The current bulk and dimensional standards for the "R-1P" Single Family Residential Planned District zoning classification for the property are provided below:

R1-P	
<b>Minimum Lot Area</b>	
per lot	7,200 sq ft
<b>Minimum Lot Width (ft.)</b>	60
<b>Minimum Lot Depth (ft.)</b>	100
<b>Yards, Minimum (ft.)</b>	
Front	25
rear	25
side (exterior)	25
side (interior)	6
<b>Maximum Building Height (feet)</b>	35
<b>Maximum Building Coverage (%)</b>	30

2. An eight foot (8') pedestrian trail will be constructed south of Hubach Hill Road from Haystack Road to Brook Parkway.
3. Private sidewalks, provided as an amenity to the neighborhood will be provided along the north, south, and west boundaries of the plat, located in open space tracts.
4. Sidewalks six feet (6') in width will be installed along Brook Parkway. A five foot (5') sidewalk will be installed on the north side of North Cass Parkway. These will be installed at the same time as all other public improvements.
5. Sidewalks four feet (4') in width will be installed on both sides of all local streets as homes are constructed.
6. The developer will be required to install sidewalks on all common areas at the time a home is constructed on either side of the open space tracts. This requirement is reflected in the development agreement.

7. The developer has incorporated the new tear drop cul-de-sac design required by the City. This design improves stormwater treatment and efficiency in snow plowing while maintaining adequate pavement width and turning radius for emergency vehicles and other larger vehicles.
8. North Cass Parkway was constructed and accepted as a two-lane rural roadway with side ditches. Brook Parkway was constructed as a paved street with curb and gutter, but was never accepted by the City as a public improvement.
9. Public Works and Engineering staff inspected the condition of both North Cass Parkway and Brook Parkway and identified several wide transverse cracks that will need to be filled. Curbs and gutters on Brook Parkway appeared to be in good condition. Both roads would benefit from a micro-surface. An agreement will be made between the developer/landowner and the City regarding the improvement of these roadways.
10. South Metro Fire District has reviewed the application and had no comments regarding the plat.
11. The Prairie View subdivision will be served by the Cass County Water District No. 10. The developer has provided an agreement with PWSD # 10 to provide water to this development.
12. The replat increases the width of the Southern Star pipeline from fifty feet (50') to sixty-six feet (66'). This increase is being done upon request from Southern Star. Several lots had to be adjusted in width and size to accommodate the increased width of the utility easement, thus requiring the replat.

## **PLANNING COMMISSION PROPOSED FINDINGS OF FACT**

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

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

The final plat is substantially the same as the Preliminary Plan. Roadway alignments and configurations generally remain the same.

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

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

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

The proposed plat complies with the conditions of the Memorandum of Understanding that was attached to the approval of the preliminary plat.

## **REVIEW OF INFORMATION AND SCHEDULE**

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1<sup>st</sup></u>	<u>City Council 2<sup>nd</sup></u>
Review	August 18, 2020	August 24, 2020	September 14, 2020

## **STAFF RECOMMENDATION**

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #20016 The Prairie of the Good Ranch Final Plat - Lots 1 thru 65 and Tracts A thru F to the City Council with a recommendation of approval.

## **PLANNING AND ZONING COMMISSION RECOMMENDATION**

The Planning and Zoning Commission, at its August 18, 2020 meeting, voted 7-0 to accept the staff proposed findings of fact and forward Case #20016 The Prairie of the Good Ranch Final Plat - Lots 1 thru 65 and Tracts A thru F to the City Council with a recommendation of approval with the following conditions:

1. That the prepared date and revision date on the plat be changed to reflect the amended date.
2. To include the required design for the cul-de-sac if needed, or to reflect that it was grandfathered in.

Staff note: Subsequent to the meeting staff advised the Commission that a subdivision plat only reflects the right-of-way. The plat typically does not include the road design within the right-of-way or cul-de-sac. The design of the roadway and tear-drop design within a cul-de-sac are reflected in the construction plans for the subdivision.





# **New Business**





**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: Sept. 14, 2020

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

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

**TITLE / ISSUE / REQUEST**

Bill 3570: Oak Ridge Farms rezoning

**STRATEGIC PLAN GOAL/STRATEGY**

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

**FINANCIAL IMPACT**

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

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date

**STAFF RECOMMENDATION**

Approval
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**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission:	Planning and Zoning Commission
Date:	Aug. 4, 2020
Action/Vote:	Approval 8-0

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Staff Report Preliminary Plan/Memorandum of Understanding Aug. 4 Planning and Zoning Commission minutes excerpt
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**REVIEWED BY:**

Jim Feuerborn
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## BACKGROUND / JUSTIFICATION

Sean Seibert, representing CT Midland, is requesting to reclassify the zoning of 23.80 acres located east of Washington Street and north of Ramblewood Subdivision, from "R-1" Single-Family Residential District to "PUD" Planned Unit Development District.

The Memorandum of Understanding and Preliminary Plan identify the lots reserved for detached single-family dwellings and lots reserved for two-family dwellings. The MOU also specifies when the trail around the detention pond is to be constructed.

**BILL 3570**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM "A" AGRICULTURAL DISTRICT TO "PUD" PLANNED UNIT DEVELOPMENT DISTRICT, A 23-ACRE TRACT OF LAND LOCATED EAST OF WASHINGTON STREET AND NORTH OF RAMBLEWOOD SUBDIVISION, IN RAYMORE, CASS COUNTY, MISSOURI."**

**WHEREAS**, after a public hearing was held on August 4, 2020, the Planning and Zoning Commission submitted its recommendation of approval on the application to the City Council; and

**WHEREAS**, the City Council held a public hearing on September 14, 2020, after notice of said hearing was published in a newspaper of general circulation in Raymore, Missouri, at least fifteen (15) days prior to said hearing.

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

Section 1. The City Council makes its findings of fact on the application and accepts the recommendation of the Planning and Zoning Commission.

Section 2. The Zoning Map of the City of Raymore, Missouri is amended by rezoning from "A" Agricultural District to "PUD" Planned Unit Development District, for the following property:

A portion of the North Half of the Northwest Quarter of Section 15, Township 46 North, Range 32 West, City of Raymore, Cass County, Missouri, described as follows: Commencing at the Northwest corner of said Section 15; thence South 0 degrees 45 minutes 50 seconds West along the West line of Section 15 for 136.50 feet; thence South 89 degrees 55 minutes 55 seconds East along the North line of HERITAGE PLAZA - LOT 10, a subdivision of record, for 320.00 feet to the Northeast corner of said Lot 10; thence South 89 degrees 55 minutes 55 seconds East along the North line of Heritage Plaza - Lot 10, a subdivision of record, for 320.00 feet to the Northeast corner of said Lot 10; thence continue S 89°55'55" E along the South line of HERITAGE HILLS; thence South 0 degrees 04 minutes 05 seconds West for 240.00 feet; thence South 89 degrees 55 minutes 55 seconds East for 172.20 feet to the West line of HERITAGE HILLS - LOTS 136 THRU 157, a subdivision of record, for the point of beginning; thence North 0 degrees 04 minutes 05 seconds East along said West line for 240.00 feet; thence South 89 degrees 55 minutes 55 seconds East along the South line of said HERITAGE HILLS for 215.00 feet; thence South 77 degrees 40 minutes 00 seconds East along the said South line and the South line of CUMBERLAND HILLS SOUTH SECOND PLAT, a subdivision of record for 1596.97 feet to the East line of the Northwest Quarter, Section 15; thence South 0 degrees 28 minutes 33 seconds West along said East line for 856.99 feet to the Southeast Corner, Northeast Quarter, Northwest Quarter, Section 15; thence North 89 degrees 51 minutes 49 seconds West along the South line of the North Half of the Northwest Quarter for 1768.37 feet to the Southwest corner of HERITAGE HILLS - LOTS 158 THRU 175; thence North 0 degrees 04 minutes 05 seconds East along the West line of HERITAGE HILLS - LOTS 158 THRU 175 AND HERITAGE HILLS - LOTS 136 THRU 157 for 952.34 feet to the point of beginning, EXCEPT those parts platted as HERITAGE HILLS - LOTS 136 THRU 157 AND HERITAGE HILLS - LOTS 158 THRU 175 and EXCEPT that part in PINE STREET.

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

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

**DULY READ THE FIRST TIME THIS 14TH DAY OF SEPTEMBER, 2020.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF SEPTEMBER, 2020, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Berendzen  
Councilmember Burke III  
Councilmember Circo  
Councilmember Holman  
Councilmember Jacobson  
Councilmember Townsend

ATTEST:

APPROVE:

\_\_\_\_\_  
Jean Woerner, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature



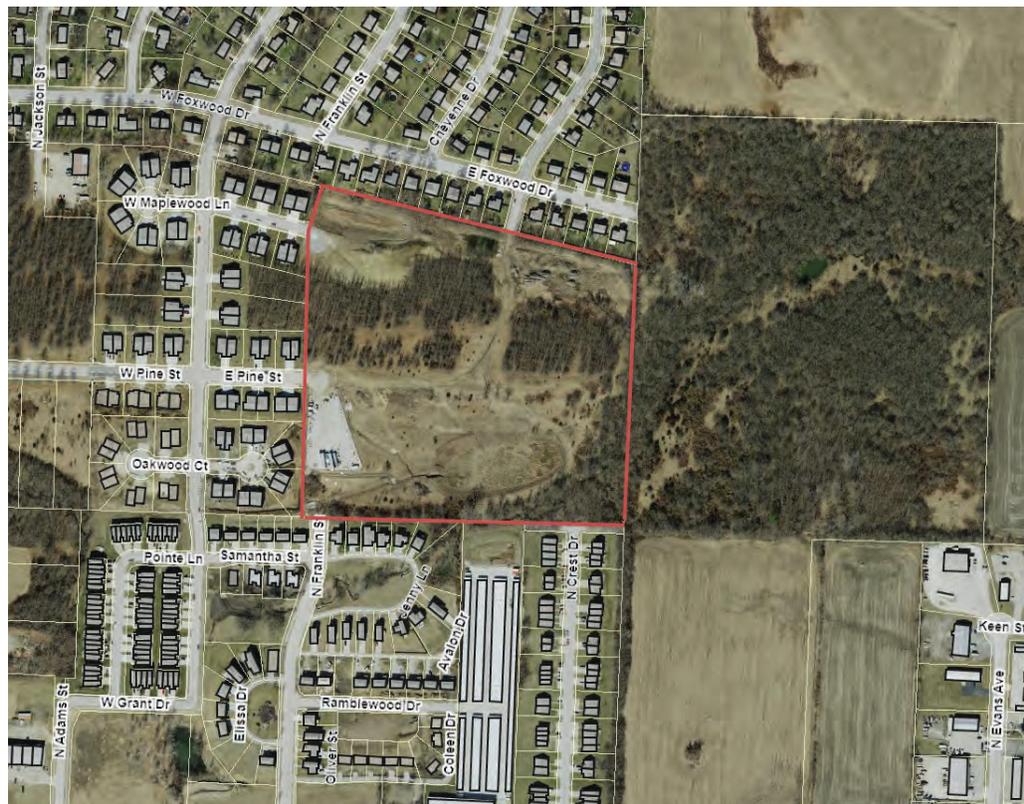
**To:** City Council  
**From:** Planning and Zoning Commission  
**Date:** September 14, 2020  
**Re:** Case #2009 Rezoning; Oak Ridge Farms, "R-1" to "PUD"

## GENERAL INFORMATION

**Applicant/  
Property Owner** CT Midland  
% Sean Seibert  
33030 Main Street  
Grandview, MO 64303

**Requested Action:** Requesting to reclassify the zoning of 23.80 acres  
"R-1" Single Family Residential to "PUD" Planned Unit  
Development

**Property Location:** Generally the property East of Washington St, South of  
Foxwood Dr and North of Jenny Lane.



**Existing Zoning:** "R-1" Single Family Residential



**Growth Management Plan:** The Future Land Use Map of the current Growth Management Plan designates this property as appropriate for Low Density Residential.

**Major Street Plan:** The Major Thoroughfare Plan Map classifies E. Pine Street as a Minor Collector, and N. Franklin St as a Minor Collector.

**Legal Description:**

A portion of the North Half of the Northwest Quarter of Section 15, Township 46 North, Range 32 West, City of Raymore, Cass County, Missouri, described as follows:

Commencing at the Northwest corner of said Section 15; thence South 0 degrees 45 minutes 50 seconds West along the West line of Section 15 for 136.50 feet; thence South 89 degrees 55 minutes 55 seconds East along the North line of HERITAGE PLAZA - LOT 10, a subdivision of record, for 320.00 feet to the Northeast corner of said Lot 10; thence South 89 degrees 55 minutes 55 seconds East along the North line of Heritage Plaza - Lot 10, a subdivision of record, for 320.00 feet to the Northeast corner of said Lot 10; thence continue S 89°55'55" E along the South line of HERITAGE HILLS; thence South 0 degrees 04 minutes 05 seconds West for 240.00 feet; thence South 89 degrees 55 minutes 55 seconds East for 172.20 feet to the West line of HERITAGE HILLS - LOTS 136 THRU 157, a subdivision of record, for the point of beginning; thence North 0 degrees 04 minutes 05 seconds East along said West line for 240.00 feet; thence South 89 degrees 55 minutes 55 seconds East along the South line of said HERITAGE HILLS for 215.00 feet; thence South 77 degrees 40 minutes 00 seconds East along the said South line and the South line of CUMBERLAND HILLS SOUTH SECOND PLAT, a subdivision of record for 1596.97 feet to the East line of the Northwest Quarter, Section 15; thence South 0 degrees 28 minutes 33 seconds West along said East line for 856.99 feet to the Southeast Corner, Northeast Quarter, Northwest Quarter, Section 15; thence North 89 degrees 51 minutes 49 seconds West along the South line of the North Half of the Northwest Quarter for 1768.37 feet to the Southwest corner of HERITAGE HILLS - LOTS 158 THRU 175; thence North 0 degrees 04 minutes 05 seconds East along the West line of HERITAGE HILLS - LOTS 158 THRU 175 AND HERITAGE HILLS - LOTS 136 THRU 157 for 952.34 feet to the point of beginning, EXCEPT those parts platted as HERITAGE HILLS - LOTS 136 THRU 157 AND HERITAGE HILLS - LOTS 158 THRU 175 and EXCEPT that part in PINE STREET.

**Advertisement:** July 16, 2020 **Journal** newspaper  
August 27, 2020 **Journal** newspaper

**Public Hearing:** August 4, 2020 Planning Commission meeting  
September 14, 2020 City Council

**Items of Record:** **Exhibit 1. Mailed Notices to Adjoining Property Owners**  
**Exhibit 2. Notice of Publication**  
**Exhibit 3. Unified Development Code**  
**Exhibit 4. Application**  
**Exhibit 5. Growth Management Plan**  
**Exhibit 6. Staff Report**  
**Exhibit 7. Preliminary Plan**

**Additional exhibits as presented during hearing**

## **REQUEST**

Applicant is requesting to reclassify the zoning designation of 23.80 acres from "R-1" Single Family Residential to "PUD" Planned Unit Development, including the Preliminary Plan for the extension of the Oak Ridge Farms subdivision.

## **REZONING REQUIREMENTS**

**Chapter 470: Development Review Procedures outlines the applicable requirements for Zoning Map amendments.**

Section 470.020 (B) states:

"Zoning Map amendments may be initiated by the City Council, the Planning and Zoning Commission or upon application by the owner(s) of a property proposed to be affected."

Section 470.010 (E) requires that an informational notice be mailed and "good neighbor" meeting be held.

Section 470.020 (F) requires that a public hearing be held by the Planning and Zoning Commission and the City Council. The Planning and Zoning Commission will submit a recommendation to the City Council upon conclusion of the public hearing.

Section 470.020 (G) outlines eleven findings of fact that the Planning and Zoning Commission and City Council must take into consideration in its deliberation of the request.

## **PREVIOUS PLANNING ACTIONS ON OR NEAR THE PROPERTY**

- The original rezoning to R-1 was approved on April 9, 1979.
- The Heritage Hills subdivision (first 2 phases of Oak Ridge Farms) to the West of the property, was rezoned from "R-1" Single-Family residential district to "R-2" Single and Two-family residential district on February 27, 2017 for lots 136-157 and August 28, 2017 for lots 158-175.

- The "R-3" Multiple-Family residential zoning for the Pointe at Raymore Townhomes to the south was approved on September 23, 1985.

**GOOD NEIGHBOR INFORMATIONAL MEETING COMMENTS**

A Good Neighbor meeting was held on Wednesday July 15, 2020 in the Council Chambers of City Hall. 4 residents attended the meeting, along with city staff and Sean Seibert, Daniel Goodwin and Shawn Duke representing CT Midland. The comments below provide a summary of the meeting:

**What does the change in zoning mean?**

- The change in zoning gives the city more control over the development and allows for attached family housing.

**What about the drainage behind the row of houses along the north?**

- Much of the ditch that is currently there is unfinished, so we will continue the ditch to the east so that water drains to the creek.

One resident came that stated he has lived in one of the other Oak Ridge Farms homes for a year now. He stated any issues are taken care of in a timely manner and when Sean is around he makes an effort to always ask how things are and if anything needs to be done.

**STAFF COMMENTS**

1. The property directly to the west of the site, roughly 18.5 acres, is zoned R-2 and is also owned by the applicant.
2. The property directly to the east is zoned "A" Agricultural.
3. The development standards for the existing and proposed zoning districts are as follows:

	R-1	PUD
<b>Minimum Lot Area</b>	-	
per lot	8,400	-
per dwelling unit	8,400	-
<b>Minimum Lot Width (feet)</b>	70	48.7
<b>Minimum Lot Depth (feet)</b>	100	106.3
<b>Yards, Minimum (feet)</b>		
front	30	30
rear	30	30
side	10	6.25
side, abutting residential district	-	6.25
<b>Maximum Building Height (feet)</b>	35	35
<b>Maximum Building Coverage (%)</b>	30	-

4. The uses permitted within the existing and proposed zoning districts include:

Use	R-1	Use	PUD
<b>RESIDENTIAL USES</b>		<b>RESIDENTIAL USES</b>	
<b>Household Living</b>		<b>Household Living</b>	
Single-family Dwelling, Detached (conventional)	P	Single-family Dwelling, Attached	-
Manufactured Home Residential – Design	S	Multi-family Dwelling (3+ units)	-
Single-family Dwelling, Attached	-	Cluster Residential Development	-
Two-family Dwelling (Duplex)	-	Manufactured Home Park	-
Multi-family Dwelling (3+ units)	-	Dwelling Units Located Above the Ground Floor	-
Apartment Community	-	<b>Group Living</b>	
Cluster Residential Development	S	Assisted Living	P
Manufactured Home Park	-	Group Home	-
Employee Living Quarters	P	Nursing Care Facility	P
Accessory Dwelling	P	Transitional Living	-
<b>Group Living</b>		<b>PUBLIC AND CIVIC USES</b>	
Assisted Living	-	<b>College or University</b>	-
Group Home	S	<b>Cultural Exhibit or Library</b>	-
Nursing Care Facility	-	<b>Government Buildings and Properties</b>	-
Transitional Living	-	<b>Hospital</b>	-
Group Living Not Otherwise Classified	C	<b>Place of Public Assembly</b>	-
<b>PUBLIC AND CIVIC USES</b>		<b>Public Safety Services</b>	-
<b>Cultural Exhibit or Library</b>	C	<b>Religious Assembly</b>	-
<b>Government Buildings and Properties</b>	C	<b>School</b>	-
<b>Place of Public Assembly</b>	C	<b>Social Club or Lodge</b>	-
<b>Public Safety Services</b>	C	<b>Utilities</b>	
<b>Religious Assembly</b>	P	Major	-
<b>School</b>	P	Minor	-
<b>Utilities</b>		<b>COMMERCIAL USES</b>	
Major	C	<b>Adult Business</b>	-
Minor	P	<b>Animal Services</b>	
<b>COMMERCIAL USES</b>		Kennel	-
<b>Animal Services</b>		Veterinary Services	-
Kennel	-	<b>Art Gallery</b>	-
<b>Day Care</b>		<b>Banks and Financial Services</b>	
Day Care Home	S	Banks	-
<b>Entertainment and Spectator Sports</b>		Payday Loan Store	-
Indoor	-	Consumer Loan Establishment	-
Outdoor	-	Pawn Shop	-
<b>Funeral and Interment Services</b>		<b>Body Art Services</b>	-
Cemetery	C	<b>Business Support Service</b>	P
Funeral Home	-	<b>Construction Sales and Service</b>	-
<b>Lodging</b>		<b>Day Care</b>	
Bed and Breakfast	-	Day Care Center	S
<b>Sports and Recreation, Participant</b>		<b>Eating and Drinking Establishment</b>	
Outdoor	C	Restaurant	-
Indoor	-	Tavern	-

		<b>Entertainment and Spectator Sports</b>	
<b>OTHER USES</b>		Indoor	-
<b>Accessory Uses</b>	S	Outdoor	-
<b>Agricultural Uses</b>		<b>Funeral and Interment Services</b>	
Farming	-	Cremating	-
Boarding Stables and Riding Schools	-	Funeral Home	-
<b>Home Occupation</b>	S	<b>Lodging</b>	
<b>Parking</b>		Bed and Breakfast	-
Accessory Parking	P	Hotel or Motel	-
<b>Wireless Communication Facility</b>		<b>Medical or Dental Clinic</b>	-
Colocated	S	<b>Office</b>	-
		<b>Personal and Consumer Service</b>	-
		<b>Retail Sales</b>	
		Large (100,000+ gfa)	-
		Small (up to 100,000 gfa)	-
		<b>Self Storage Facility</b>	-
		<b>Self Storage Facility, Indoor</b>	-
		<b>Sports and Recreation, Participant</b>	
		Outdoor	-
		Indoor	-
		<b>Vehicle Sales and Service</b>	
		Car Wash	-
		Gas Station	-
		Motor Vehicle Repair	-
		Light Equipment and Vehicle Sales or Rental	-
		Heavy Equipment Sales or Rental	-
		Vehicle, Recreational Vehicle or Boat Storage/Towing	-
		<b>INDUSTRIAL USES</b>	
		<b>Manufacturing, Production and Industrial Service</b>	
		Limited	-
		General	-
		Intensive	-
		<b>Research Laboratory</b>	-
		<b>Trucking/Freight Terminal</b>	-
		<b>Warehousing and Wholesaling</b>	-
		<b>Waste-related Use</b>	
		Junkyard	-
		Recycling Facility	-
		Sanitary Landfill	-
		<b>OTHER USES</b>	
		<b>Accessory Uses</b>	S
		<b>Drive-through Facilities</b>	-
		<b>Parking</b>	S
		Accessory Parking	P
		Non-accessory Parking	C
		<b>Wireless Communication Facility</b>	
		Freestanding	-
		Co-located	S

5. As a new preliminary plan, the UDC requires Park Land dedication based upon the number of dwelling units. The UDC does allow for a fee-in-lieu payment if recommended by the Park Board and approved by City Council. The fee-in-lieu payment is based on the price that was paid for the land. Credit can be given for trails and other amenities as the Park Board sees appropriate. The applicant is requesting that the City provide credit for an 8-foot trail that he plans to construct surrounding the pond at the south end of the property. A public access easement will be provided over the trail, and the land area around the trail will remain the maintenance responsibility of the developer. The estimated cost of the trail exceeds the fee-in-lieu payment that would be required. The Park Board has reviewed and approved the plan regarding the trail construction and dedication.
6. A Planned Unit Development requires submittal of a Preliminary Development Plan and a Memorandum of Understanding (MOU). The MOU states that detached single-family dwellings are permitted on all lots in the subdivision. The applicant has indicated his intent is to construct single-family dwellings on Lots 1-11, 26, 38-44, and 54-57. Anywhere the proposed subdivision is adjacent to an existing single-family dwelling in an adjacent subdivision, such as Cumberland Hills and Ramblewood, the applicant is proposing to construct a single-family home.
7. The MOU states that two-family dwellings are limited to lots 12-25, 27-37, and 45-53. The two-family dwelling lots are on the interior of the proposed subdivision.
8. The MOU is required if the reclassification of zoning is approved. The MOU is binding on the applicant and subsequent owner of the lots. Any change to the MOU or Preliminary Development Plan will require approval of the City Council.

## **PLANNING COMMISSION PROPOSED FINDINGS OF FACT**

Under Section 470.020 of the Unified Development Code, the Planning and Zoning Commission and City Council is directed concerning its actions in dealing with a rezoning request. Under 470.020 (G) (1) the Planning and Zoning Commission and City Council is directed to make findings of fact taking into consideration the following:

1. **the character of the surrounding neighborhood, including the existing uses and zoning classification of properties near the subject property;** The character of the surrounding neighborhood consists of a mixture of developed and undeveloped land, including single family residential homes. Maintenance provided homes are to the west, under the same ownership as the subject property.

2. **the physical character of the area in which the property is located;** the physical character of the area in which the property is located is mostly undeveloped land to the east. Single family homes exist to the north of the subject property, in the Cumberland Hills and Heritage Hills subdivisions, and Ramblewood Subdivision is located to the south of the property as well.
3. **consistency with the goals and objectives of the Growth Management Plan and other plans, codes and ordinances of the City of Raymore;** The Growth Management Plan identifies this property as appropriate for low density residential development, rather than planned unit development.
4. **suitability of the subject property for the uses permitted under the existing and proposed zoning districts;** The Growth Management Plan identifies this property as appropriate for low density residential development. The rezoning allows for both single family attached and single family detached housing.
5. **the trend of development near the subject property, including changes that have taken place in the area since the subject property was placed in its current zoning district;** The trend of development near the subject property has been slow in recent years. The surrounding property to the east has remained agriculture for a number of years. The rezoning of Heritage Hills called out the eventual development of this area as well for residential development.
6. **the extent to which the zoning amendment may detrimentally affect nearby property;** the proposed zoning map amendment would not detrimentally affect the surrounding properties. Adequate screening and landscaping will be provided to protect properties to the south from visual and physical obstruction.
7. **whether public facilities (infrastructure) and services will be adequate to serve development allowed by the requested zoning map amendment;** infrastructure exists at the site and are adequate to serve the proposed development.
8. **the suitability of the property for the uses to which it has been restricted under the existing zoning regulations;** under the existing zoning classification, the subject property is restricted to R-1 single family residential development only.
9. **the length of time (if any) the property has remained vacant as zoned;** the property has remained vacant since it was incorporated into the City.
10. **whether the proposed zoning map amendment is in the public interest and is not solely in the interests of the applicant; and the proposed zoning map amendment is in the public interest.**

**11. the gain, if any, to the public health, safety and welfare due to the denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.**

there will be no gain to the public health, safety and welfare of the community as a result of the denial of the application.

## **REVIEW OF INFORMATION AND SCHEDULE**

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1<sup>st</sup></u>	<u>City Council 2<sup>nd</sup></u>
Public Hearing	August 4, 2020	September 14, 2020	September 28, 2020

## **STAFF RECOMMENDATION**

The proposed rezoning request respects the existing zoning and land use of surrounding developed properties. The applicant proposes single-family detached homes on the periphery of the property with the attached single-family units in the middle of the development. The property would allow for an extension of a very successful, well-developed residential community.

City Staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #20009, rezoning of 23.8 acres to the east of Heritage Hills, from "R-1" Single Family Residential District to "PUD" Planned Unit Development District to City Council with a recommendation of approval.

## **PLANNING AND ZONING COMMISSION RECOMMENDATION**

The Planning and Zoning Commission, at its August 4, 2020 meeting, voted 8-0 to accept the staff proposed findings of fact and forward Case #20009, rezoning of 23.8 acres to the east of Heritage Hills, from "R-1" Single Family Residential District to "PUD" Planned Unit Development District to City Council with a recommendation of approval.









***Memorandum of Understanding  
for***

***Oak Ridge Farms Subdivision***

Legal Description Contained on Pages 2-3

**Between CT Midland, LLC, Grantor,**

**and**

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

**September 28, 2020**

**MEMORANDUM OF UNDERSTANDING**

*The Venue of The Good Ranch*

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) FOR THE DEVELOPMENT OF THE OAK RIDGE FARMS SUBDIVISION is made and entered into this **28th** day of **September, 2020**, by and between CT Midland, LLC (“Sub-Divider”) also being referred to herein as “Grantors”; and the City of Raymore, Missouri, a Municipal Corporation and Charter City under the laws of the State of Missouri (“City”).

WHEREAS, Sub-Divider seeks to obtain approval from the City for a subdivision to be known as Oak Ridge Farms Subdivision, proposed to be located in the City of Raymore, Cass County, Missouri, and;

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

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

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

**GEOGRAPHIC LOCATION:**

The provisions of this MOU shall apply to the following described property:

A portion of the North Half of the Northwest Quarter of Section 15, Township 46 North, Range 32 West, City of Raymore, Cass County, Missouri, described as follows:

Commencing at the Northwest corner of said Section 15; thence South 0 degrees 45 minutes 50 seconds West along the West line of Section 15 for 136.50 feet; thence South 89 degrees 55 minutes 55 seconds East along the North line of HERITAGE PLAZA - LOT 10, a subdivision of record, for 320.00 feet to the Northeast corner of said Lot 10; thence South 89 degrees 55 minutes 55 seconds East along the North line of Heritage Plaza - Lot 10, a subdivision of record, for 320.00 feet to the Northeast corner of said Lot 10; thence continue S 89°55'55" E along the South line of HERITAGE HILLS; thence South 0 degrees 04 minutes 05 seconds West for 240.00 feet; thence South 89 degrees 55 minutes 55

*Oak Ridge Farms  
Memorandum of Understanding*

seconds East for 172.20 feet to the West line of HERITAGE HILLS - LOTS 136 THRU 157, a subdivision of record, for the point of beginning; thence North 0 degrees 04 minutes 05 seconds East along said West line for 240.00 feet; thence South 89 degrees 55 minutes 55 seconds East along the South line of said HERITAGE HILLS for 215.00 feet; thence South 77 degrees 40 minutes 00 seconds East along the said South line and the South line of CUMBERLAND HILLS SOUTH SECOND PLAT, a subdivision of record for 1596.97 feet to the East line of the Northwest Quarter, Section 15; thence South 0 degrees 28 minutes 33 seconds West along said East line for 856.99 feet to the Southeast Corner, Northeast Quarter, Northwest Quarter, Section 15; thence North 89 degrees 51 minutes 49 seconds West along the South line of the North Half of the Northwest Quarter for 1768.37 feet to the Southwest corner of HERITAGE HILLS - LOTS 158 THRU 175; thence North 0 degrees 04 minutes 05 seconds East along the West line of HERITAGE HILLS - LOTS 158 THRU 175 AND HERITAGE HILLS - LOTS 136 THRU 157 for 952.34 feet to the point of beginning, EXCEPT those parts platted as HERITAGE HILLS - LOTS 136 THRU 157 AND HERITAGE HILLS - LOTS 158 THRU 175 and EXCEPT that part in PINE STREET.

## **PRELIMINARY DEVELOPMENT PLAN**

1. Sub-Divider intends to develop the entire property as a Master Planned community containing both detached Single-Family Dwellings and Two-Family Dwellings in the manner shown on the PUD Preliminary Development Plan, attached and incorporated herein as Exhibit A.

### **2. Zoning and Land Use**

- a. The zoning for the entire Property shall be "PUD" Planned Unit Development District.

- b. Land Use

1. Detached Single Family Dwellings, as defined by Section 485.010 of the Unified Development Code shall be permitted on all lots, subject to compliance with any special conditions.

2. Two-Family Dwellings, as defined by Section 485.010 of the Unified Development Code shall be permitted on Lots 12-25, 27-37, and 45-53.

3. Accessory uses, including community swimming pools, community clubhouses, playgrounds or other passive/active recreation items are permitted within common or open space areas.

### **3. Bulk and Dimensional Standards Table:**

The following bulk and dimensional standards are established for each lot in the development:

Minimum Lot Area	6,480 sq. ft.
Minimum Lot Width	48 ft.
Minimum Lot Depth	105 ft.
Minimum Front Yard	30 ft.
Minimum Rear Yard	30 ft.
Minimum Side Yard	6.25 ft.
Minimum Side Yard Corner Lot	25 ft.
Maximum Building Coverage	45%
Maximum Building Height	35 ft.

**4. Landscaping & Screening**

- a. A landscape buffer within Common Area Tract A, located south of Lot 38 and southwest of the stormwater detention pond, shall be provided prior to the issuance of a Certificate of Occupancy for a home on Lot 38.
- b. One yard tree shall be provided in the front yard for each dwelling unit. Corner lots shall be provided with one tree in each front yard.
- c. All required landscaping shall comply with Chapter 430 of the Unified Development Code. No details as to plant location, type or size is required as part of the Preliminary Development Plan.
- d. All required landscaping shall be installed prior to the issuance of any Certificate of Occupancy for the applicable building.

**5. Parking**

Off-street Parking shall be provided for each building as follows:

<b>Use</b>	<b>Minimum Parking Spaces Required</b>
Detached Single-Family Dwelling	2 spaces per dwelling unit
Two-Family Dwelling	2 spaces per dwelling unit

## **PHASING SCHEDULE**

1. The Preliminary Development Plan is being approved with a defined phasing plan.
2. The Sub-Divider may amend the size of phases submitted for final plat approval.
3. The Sub-Divider may amend the order in which phases are proposed to be developed.

## **FINAL PLATS**

1. Sub-Divider may submit final plats and associated construction drawings to the City in phases.
2. Each final plat must comply with the bulk and dimensional standards included in this MOU.
3. Final plats shall be submitted in accordance with the Unified Development Code.
4. A final plat application shall be submitted within one year of the date of approval of the Preliminary Development Plan or the Preliminary Development Plan becomes null and void.

## **TRANSPORTATION IMPROVEMENTS**

### **1. Road Improvements**

- a. Pine Street shall be extended to the east property line of the subject property as part of Phase 1.
- b. Connection to North Crest Drive in the Cumberland Hills Subdivision shall be completed with Phase 2.
- c. Connection to Franklin Street in the Ramblewood Subdivision shall be completed with Phase 3.
- d. Franklin Street between its connection in Ramblewood Subdivision north to Pine Street shall have a sixty foot (60') right-of-way and

shall be constructed to minor collector road standards..

- e. Pine Street shall have a sixty foot (60') right-of-way and shall be constructed to minor collector road standards.
- f. Franklin Street north of Pine Street, North Crest Drive, and Maplewood Lane shall be constructed to local road standards.
- g. Once the roadways are accepted by the City Council, the City will assume maintenance responsibilities of the roadways.
- h. Right-of-way shall be provided for the future construction of a cul-de-sac at the northern end of Crest Drive, north of the Falcon Crest Subdivision. The City shall ensure adequate screening between the properties on Falcon Crest Drive and the trail around the pond in Oak Ridge Farms remains after construction of the cul-de-sac. The City shall be responsible for installation of trees for screening if adequate screening is not present after construction of the cul-de-sac.

## **2. Pedestrian Improvements**

- a. An eight foot (8') wide sidewalk shall be constructed across all lots on the south side of Pine Street.
- b. A five foot (5') wide sidewalk shall be constructed on all other lots.
- c. A five foot (5') wide sidewalk shall be constructed on Common Area Tract B prior to the issuance of a Certificate of Occupancy for Lot 54.
- d. Sidewalks on residential lots shall be constructed prior to the issuance of a Certificate of Occupancy for the home.

## **SANITARY SEWER IMPROVEMENTS**

- 1. Sanitary sewer service shall be provided to each lot by the Sub-Divider.
- 2. All public improvements shall be installed in accordance with City standards. Before the installation of any sanitary sewer system improvements, the Sub-Divider shall have the engineering plans approved by the MoDNR and the City of Raymore.

3. The sanitary sewer shall be of sufficient size and depth to serve the tributary area identified in the City's Comprehensive Sewer Plan.
4. All improvements must be approved by the City, constructed to City standards, and inspected by the City; and Sub-Divider agrees to dedicate easements to the City in compliance with City standards for utility easements.

### **WATER MAIN IMPROVEMENTS**

1. The development is located within the territorial area of the City of Raymore.
2. All improvements to the water service system shall comply with the requirements of the City of Raymore and with the requirements of the South Metropolitan Fire Protection District.

### **STORMWATER IMPROVEMENTS**

1. On-site stormwater management shall be completed in accordance with the stormwater management study approved as part of the Preliminary Development Plan.
2. A final stormwater management plan is required to be submitted at the time building construction plans are submitted for all the land area contained within the final plat.
3. Stormwater management infrastructure shall be installed and operational prior to the issuance of a Certificate of Occupancy for any applicable or affected building.
4. Storm Water Quality BMPs shall be incorporated into the stormwater management plan in accordance with Chapter 450 of the Unified Development Code.
5. A Stormwater Maintenance Agreement shall be submitted addressing the perpetual maintenance of all stormwater management infrastructure.

## **PARKLAND DEDICATION**

1. Based upon 91 dwelling units, a total of 4.80 acres of park land is required to be dedicated.
2. The Sub-Divider is providing a public trail in Common Area Tract A with access off Pine Street and off Franklin Street. Credit is provided for the land area contained within a fifteen foot (15') easement that covers the trail and for the cost of construction of the trail.
3. The trail in Common Area Tract A shall be constructed prior to the issuance of any Certificates of Occupancy are issued for Lots 45 thru 53.
4. Sub-Divider verified that the cost of purchase of land was under \$10,000/acre. City Code states the greater of \$10,000/acre or the actual purchase price of the amount of land to be donated shall be paid as fee-in-lieu. The Parks and Recreation Board accepted the trail in Common Area Tract A to be applied towards the parkland dedication requirement. With credit given for the cost of the trail, estimated at \$92,965, no fee-in-lieu payment to the City is due.

## **OPEN SPACE AND AMENITIES**

1. Common open space and subdivision amenities shall be provided in accordance with the approved Preliminary Development Plan. All privately owned open space, common area, or amenity shall be constructed and maintained by the Home Owner's Association.
2. The following amenities are provided on the Preliminary Development Plan:
  - a. Common Area Tracts
3. A minimum of 20% of the overall development shall be provided in the form of common open space.

## **SIGNAGE**

1. Subdivision entrance markers are permitted for the development in accordance with Chapter 435 of the Unified Development Code.

## **FLOODPLAIN**

1. No portion of any platted lot shall encroach into the Federal Emergency Management Agency (FEMA) floodplain or the 100-year flood elevation for areas not identified as special flood hazard areas. Common area tracts are allowed to encroach into the floodplain.
2. No land disturbance activities or removal of any trees shall occur within the floodplain area except for:
  - a. work to install the necessary outlet structures for the stormwater detention facilities; or
  - b. work to install any utilities to serve any of the developed lots.
  - c. the construction of a cul-de-sac at the northern terminus of Crest Drive in Common Area Tract A.

## **INSTALLATION AND MAINTENANCE OF PUBLIC IMPROVEMENTS**

1. Before the installation of any improvements for a Platted Area, Sub-Divider shall have all engineering plans approved by the City of Raymore.
2. Prior to the issuance of any building permits, Sub-Divider shall install all public improvements necessary to serve the applicable building as shown on approved engineering plans, and said improvements shall have been accepted by the Raymore City Council.
3. The Sub-Divider shall be responsible for the installation and maintenance of all improvements as shown on the approved engineering plans of the subdivision for a period of two years after acceptance by the City, in accordance with the City specifications and policies. Said plans shall be on file with the City and shall reflect the development of said subdivision. Said plans shall include but are not exclusive to the sanitary sewer system, storm drainage system and channel improvements, erosion control, MBF elevations and water distribution systems.
4. The Sub-Divider shall be responsible for the installation of all improvements in accordance with the approved engineering plans. The Sub-Divider hereby agrees to indemnify and hold harmless the City and its past, present and future employees, officers and agents from any and all claims arising from the construction of the improvements located on Sub-Divider's property or from the City's inspection or lack of inspection of the plans, specifications and construction relating to the improvements to be placed on the Sub-Divider's property.

## **FEES, BONDS AND INSURANCE**

1. The Sub-Divider agrees to pay to the City, a one percent (1%) Plan Review Fee and five percent (5%) Construction Inspection Fee based on the contract development costs of all public improvements as shown on approved engineering plans of said subdivision. The City Engineer shall review and determine the reasonableness of all costs, as presented.
2. The Sub-Divider agrees to pay the cost of providing streetlights in accordance with the approved street light plan. Once streetlights are accepted by the City as part of infrastructure acceptance the City will assume maintenance responsibility for the lights.
3. The Sub-Divider agrees to pay to the City, a \$9 per acre fee for the placement and maintenance of outdoor warning sirens.
4. Per Ordinance #20004, the license (excise) tax for building contractors will be charged at the time of building permits at the applicable rate at the time each building permit application is approved.

## **GENERAL PROVISIONS**

1. The parties agree that execution of this agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which Sub-Divider must comply and does not in any way constitute prior approval of any future proposal for development.
2. The covenants contained herein shall run with the land described in this agreement and shall be binding and inure to the benefit of the parties hereto and their successors or assigns and on any future and subsequent purchasers of the property.
3. This agreement shall constitute the complete agreement between the parties and any modification hereof shall be in writing, subject to the approval of the parties.
4. If, at any time, any part hereof has been breached by Sub-Divider, the City may withhold approval of any or all building permits, or suspend or revoke any issued permits, applied for in the development, until the breach or breaches has or have been cured to the satisfaction of the City.

5. This agreement shall be recorded by the City and its covenants shall run with the land and shall bind the parties, their successors and assigns, in interest and title.
6. Any provision of this agreement which is not enforceable according to law will be severed heretofore and the remaining provisions shall be enforced to the fullest extent permitted by law. The terms of this agreement shall be construed and interpreted according to the laws of the State of Missouri. Venue for any dispute arising from, or interpretation of this agreement shall be in the Circuit Court of Cass County, Missouri.
7. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be effective until approved by ordinance duly enacted by the City Council of the City of Raymore, Missouri.
8. Whenever in this agreement it shall be required or permitted that notice or demand be given or served by either party to this agreement to or on the other party, such notice or demand shall be delivered personally or mailed by First Class United States mail to the addresses hereinafter set forth. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above.

If to the City, at:

City Manager  
100 Municipal Circle  
Raymore, MO 64083

If to CT Midland, LLC at:

CT Midland, LLC  
Attn: Sean Seibert  
3303 Main Street  
Grandview, MO 64030

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

(SEAL)

THE CITY OF RAYMORE, MISSOURI

\_\_\_\_\_  
Jim Feuerborn, City Manager

Attest:

\_\_\_\_\_  
Jean Woerner, City Clerk

\_\_\_\_\_  
Sub-Divider – Signature

SEAN SIBERT  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Sub-Divider – Signature

TRAVIS SIEBERT  
\_\_\_\_\_  
Printed Name

Subscribed and sworn to me on this  
the 4<sup>th</sup> day of Sept 2020  
in the County of Jackson  
State of MO

Stamp:



Notary Public Danielle G Holmes My Commission Expires: 1/24/22

# Planning and Zoning Commission Meeting Minutes Excerpt August 4, 2020

## 7. New Business -

### a. Case #20009 - Oak Ridge Farms - Rezoning (public hearing)

Shawn Duke, from Snyder and Associates, representing property owner Sean Siebert, presented the request to the Commission, highlighting the plan as an expansion of the successful Heritage Hills subdivision to the West. There will be a planned walking trail around the detention pond to the south.

Mayor Turnbow asked the size of the duplex with regard to square footage and bedrooms. Mr. Snyder did not have the elevations with him, but spoke to the fact that they were 60 foot wide duplexes and were in the 1200 to 1500 square foot range. There is a slightly larger layout that is 1300-1400. The home is a new starter home that is slightly smaller to reach the affordability level. Mayor Turnbow stated that the intent seems to be the same as what was described as part of the Master Plan for Heritage Hills.

*Chairman Faulkner opened the public hearing at 7:11 p.m.*

No public comments were made.

*Chairman Faulkner closed the public hearing at 7:11 p.m.*

City Planner Katie Jardieu provided the staff report.

Ms. Jardieu stated the request is to reclassify the zoning of 23.8 acres located to the east of Heritage Hills from the current "R-1" Single-Family Residential zoning to "PUD" Planned Unit Development zoning to allow for single and two family housing.

Ms. Jardieu entered into the record the notices mailed to adjoining property owners; the notice of publication in The Journal; the Unified Development Code; the application submitted; the Growth Management Plan; the staff report; the proposed development plan; and the comments submitted by residents.

Ms. Jardieu stated that this new development requires park land dedication or a potential fee-in-lieu payment. The developer is constructing and maintaining an 8 foot trail around the detention pond that exceeds the potential fee-in-lieu payment.

Commissioner Faulkner asked for clarification that the detention pond that the trail will go around is not currently built. Ms. Jardieu confirmed that the detention pond will be built as well.

Commissioner Urquilla asked how many additional residents would potentially be added to the city and if there is a traffic impact, specifically on Highway 58. Ms. Jardieu stated that using the park land dedication calculation of approximately 2.8 occupants per unit, it would be roughly 110 additional residents. In terms of traffic, the subdivisions will have 2 entrances/exits and that there were no current plans to make accommodations to Highway 58.

**Motion by Mayor Turnbow, Seconded by Commissioner Urquilla, to accept the staff proposed findings of fact and forward Case #20009: Oak Ridge Farms Rezoning to the City Council with a recommendation of approval.**

**Vote on Motion:**

Chairman Faulkner	Aye
Commissioner Wiggins	Absent
Commissioner Bowie	Aye
Commissioner Acklin	Aye
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Commissioner Mansur	Aye
Mayor Turnbow	Aye

**Motion passed 8-0-0.**



**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: September 14, 2020

SUBMITTED BY: Elisa Williams

DEPARTMENT: Finance

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

**TITLE / ISSUE / REQUEST**

Bill 3568 Award of Contract - Auditor

**STRATEGIC PLAN GOAL/STRATEGY**

4.3.3: Demonstrate our dedication to ethical behavior and transparency

**FINANCIAL IMPACT**

Award To: Dana F. Cole & Company  
Amount of Request/Contract:  
Amount Budgeted:  
Funding Source/Account#: General Fund (01)

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
October 1, 2020	September 30, 2023

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Engagement Letter  
Bid forms

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

The Government Finance Officers Association (GFOA) recommends state and local governmental entities obtain independent audits of their financial statements.

The contract for these services is for a maximum three-year period and staff issued a Request for Qualifications. Two firms responded to the current Request for Qualifications for Audit Services:

- Dana F. Cole & Company LLP
- Cochran Head Vick & CO., P.C.

Staff determined that Dana F. Cole and Company was the most qualified.

The proposed fee structure is \$30,000 for the first year and increasing \$1,000 each subsequent year. This is an increase of \$2,000 from the 2017 contract price. The scope of the audit has changed since the 2017 contract to include the implementation of GASB Statement No. 68, Accounting and Financial Reporting for Pensions. This requires additional time and expertise in the preparation of our Combined Annual Financial Report by our auditors.

**BILL 3568**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AN AGREEMENT WITH DANA F. COLE & COMPANY, LLP TO SERVE AS THE INDEPENDENT AUDITOR FOR THE CITY FOR A THREE-YEAR PERIOD."**

**WHEREAS**, the City Council has determined it advisable to utilize the services of an independent auditor to the City; and

**WHEREAS**, in accordance with the City of Raymore Purchasing Policy the city staff issued RFQ 20-006 to firms to serve as independent auditor; and

**WHEREAS**, Dana F. Cole & Company, LLP is recommended by staff to be the best firm to provide this service.

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

Section 1. The City Manager is hereby directed to enter into an agreement with Dana F. Cole & Company, LLP to provide services as the auditor for the City in accordance with their submitted proposal and all of the terms and conditions of the agreement hereto attached.

Section 2. Any Ordinance or part thereof which conflicts with this Ordinance shall be null and void.

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

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

**DULY READ THE FIRST TIME THIS 14 TH DAY OF SEPTEMBER, 2020.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF SEPTEMBER, 2020, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Berendzen  
Councilmember Burke III  
Councilmember Circo  
Councilmember Holman  
Councilmember Jacobson  
Councilmember Townsend

ATTEST:

APPROVE:

\_\_\_\_\_  
Jean Woerner, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature



**DANA F. COLE  
& COMPANY<sup>LLP</sup>**  
CERTIFIED PUBLIC ACCOUNTANTS

55 CORPORATE WOODS  
9300 WEST 110TH STREET, SUITE 145  
OVERLAND PARK, KANSAS 66210  
T: 913.341.8200 F: 913.341.5158

DANACOLE.COM

August 14, 2020

To the City Council  
City of Raymore, Missouri  
100 Municipal Circle  
Raymore, MO 64083

We are pleased to confirm our understanding of the services we are to provide the City of Raymore, Missouri, for the years ended October 31, 2020, 2021, and 2022. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Raymore, Missouri, as of and for the years ended October 31, 2020, 2021, and 2022. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Raymore, Missouri's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Raymore, Missouri's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedules - General Fund and Major Special Revenue Funds.
3. Schedule of Employer's Contributions.
4. Schedule of Changes in Net Pension Liability.

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Raymore, Missouri's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the

City of Raymore, Missouri  
August 14, 2020  
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underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the basic financial statements as a whole, in a report combined with our auditors' report on the financial statements:

1. Nonmajor Governmental Funds – Combined Balance Sheet.
2. Nonmajor Governmental Funds – Combined Statement of Revenues, Expenditures, and Changes in Fund Balances.
3. Budgetary Comparison Schedules – Governmental Funds not included in RSI.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditors' report will not provide an opinion or any assurance on this other information:

1. Introductory Section and Transmittal Letter.
2. Statistical Section.
3. Schedule of Changes in Fiduciary Funds.

#### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City of Raymore, Missouri, and other procedures we consider necessary to enable us to express such opinions.

We will issue a written report upon completion of our audit of the City of Raymore, Missouri's financial statements. Our report will be addressed to the Members of the City Council of the City of Raymore, Missouri. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or

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misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City of Raymore, Missouri is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

#### Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements

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or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, if applicable, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Raymore, Missouri's compliance with the provisions

City of Raymore, Missouri  
August 14, 2020  
Page five

of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

#### Other Services

We will also assist in preparing the financial statements and related notes of the City of Raymore, Missouri, in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### Management Responsibilities

Management is responsible for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

City of Raymore, Missouri  
August 14, 2020  
Page six

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with the provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to using the auditors' report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a

City of Raymore, Missouri  
August 14, 2020  
Page seven

means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash and other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Dana F. Cole & Company, LLP, and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Missouri State Auditor's Office or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Dana F. Cole & Company, LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

City of Raymore, Missouri  
August 14, 2020  
Page eight

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Missouri State Auditor's Office. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Kim K. Pearson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. To ensure that Dana F. Cole & Company, LLP's independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel. Our audit engagement ends on delivery of our audit report.

Our fee for these services will be at our standard hourly rates for the individuals involved. We estimate that our fees for these services will not exceed \$30,000 for 2020, \$31,000 for 2021, and \$32,000 for 2022. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Bills will be rendered as the work progresses with payment to be made upon presentation. Interest will be charged at the rate of 1% per month on balances in excess of 60 days. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We would expect to continue to perform our services under the arrangements discussed above from year to year unless for some reason you or we find that some change is necessary.

You have requested that we provide you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2017 peer review report accompanies this letter.

City of Raymore, Missouri  
August 14, 2020  
Page nine

We appreciate the opportunity to be of service to the City of Raymore, Missouri, and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the original and return it to us. The copy enclosed is for your records.

Yours truly,



KIM K. PEARSON  
For the Firm

e-mail: [kpearson@danacole.com](mailto:kpearson@danacole.com)

KKP:jlb

Enclosures

RESPONSE:

This letter correctly sets forth the understanding of the City of Raymore, Missouri.

By: \_\_\_\_\_

Title: \_\_\_\_\_



**Fowler, Holley, Rambo & Stalvey, P.C.**  
CERTIFIED PUBLIC ACCOUNTANTS  
BUSINESS CONSULTANTS

Curtis G. Fowler, CPA, PFS, CFP® • Carlton W. Holley, CPA • C. Wayne Rambo, CPA, CVA • Richard A. Stalvey, CPA

3208 Wildwood Plantation Drive • Post Office Box 1887 • Valdosta, GA 31603-1887 • (229) 244-1559 • (800) 360-3123 • Fax (229) 245-7369

**Report on the Firm's System of Quality Control**

August 16, 2017

To the Partners of  
Dana F. Cole & Company, LLP  
and the Peer Review Committee of the Nevada Society of CPA's

We have reviewed the system of quality control for the accounting and auditing practice of Dana F. Cole & Company, LLP (the firm) in effect for the year ended February 28, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary) (<http://www.aicpa.org/prsummary>). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

**Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

**Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

**Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, audits of employee benefit plans and an examination of a service organization (SOC 2 engagement).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

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James E. Folsom, CPA • Robert D. Elliott, CPA • Joanna J. Tanner, CPA • Amanda C. Ward, CPA • Kelly L. Davis, CPA  
Robert C. Wynens, CPA • Nicholas C. Prostko, CPA

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**Fowler, Holley, Rambo & Stalvey, P.C.**

To the Partners of  
Dana F. Cole & Company, LLP  
and the Peer Review Committee of the Nevada Society of CPA's  
August 16, 2017  
Page Two

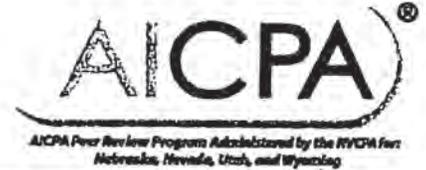
**Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of Dana F. Cole & Company, LLP in effect for the year ended February 28, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Dana F. Cole & Company, LLP has received a peer review rating of *pass*.

~~Fowler, Holley, Rambo + Stalvey, P.C.~~  
Fowler, Holley, Rambo & Stalvey, P.C.

# NVCPA

NEVADA SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS  
State Peer Review Program Administered by the NVCPA for  
Nebraska, Nevada, Utah, and Wyoming



September 28, 2017

Kent Klute  
Dana F. Cole & Company, LLP  
1248 O Street Ste 500  
LINCOLN, NE 68508

Dear Kent Klute:

It is my pleasure to notify you that on September 27, 2017, the Nevada Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is August 31, 2020. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation and support of the profession's practice-monitoring programs.

Sincerely,

*Peer Review Committee*

Peer Review Committee  
Nevada Society of CPAs  
karnold@nevadacpa.org 775-826-6800  
Nevada Society of CPAs

CC: Richard Stalvey, Ryan Bruns

Firm Number: 900010013136

Review Number: 537394

**QUALIFICATION FORM A  
RFQu 20-006**

**PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS**

I (authorized agent) Kim K. Pearson having authority to act on behalf of (Company name) Dana F. Cole & Company, LLP do hereby acknowledge that (Company name) Dana F. Cole & Company, LLP 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:** Dana F. Cole & Company, LLP

**ADDRESS:** 55 Corporate Woods, 9300 W. 110th Street, Suite 145

**Street**

**ADDRESS:** Overland Park KS 66210

**City**

**State**

**Zip**

**PHONE:** 913.341.8200

**E-MAIL:** kpearson@danacole.com

**DATE:** 7-14-20   
**(Month-Day-Year)** **Signature of Officer/Title**

**DATE:** \_\_\_\_\_  
**(Month-Day-Year)** **Signature of Officer/Title**

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

**Check One:**

**MBE (Minority Owned Enterprise)**

**WBE (Women Owned Enterprise)**

**Small Business**

**QUALIFICATION FORM B  
RFQu 20-006**

**DISCLOSURES**

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

- 1. The Firm will possess all applicable professional and business licenses required for performing work in Raymore, Missouri.
- 2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
- 3. The Firm and all subcontractors that are employed or that may be employed in 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 Consultant 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 were 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.

**QUALIFICATION FORM C**  
 RFQu 20-006

**EXPERIENCE / REFERENCES**

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
- Telephone Number
- Project Name, Amount and Date completed

\*Please list any Municipalities that you have done work for in the past 48 months.

<b>COMPANY NAME</b>	City of Clinton, Missouri
<b>ADDRESS</b>	105 East Ohio Street
	Clinton, MO 64735
<b>CONTACT PERSON</b>	Christy Maggi, City Administrator
<b>PHONE NUMBER</b>	660.885.6121
<b>EMAIL</b>	cmaggi@cityofclintonmo.com

<b>COMPANY NAME</b>	City of Camdenton, Missouri
<b>ADDRESS</b>	437 West US Highway 54
	Camdenton, MO 65052
<b>CONTACT PERSON</b>	Renee Kingston, City Clerk
<b>PHONE NUMBER</b>	573.346.3600
<b>EMAIL</b>	reneek@camdentoncity.com

# EXHIBIT A

<b>COMPANY NAME</b>	City of Odessa, Missouri
<b>ADDRESS</b>	125 South Second Street
	Odessa, MO 64076
<b>CONTACT PERSON</b>	Sid Rustman, Finance Director
<b>PHONE NUMBER</b>	816.230.5577
<b>EMAIL</b>	sid.rustman@cityofodessamo.com

<b>COMPANY NAME</b>	City of Peculiar, Missouri
<b>ADDRESS</b>	250 South Main Street
	Peculiar, MO 64078
<b>CONTACT PERSON</b>	Cyndora Gauthreaux, Deputy City Clerk
<b>PHONE NUMBER</b>	816.779.5212
<b>EMAIL</b>	cgauthreaux@cityofpeculiar.com

<b>COMPANY NAME</b>	City of Lincoln, Missouri
<b>ADDRESS</b>	122 East Main Street
	Lincoln, MO 65338
<b>CONTACT PERSON</b>	Ruth Eckhoff, City Clerk
<b>PHONE NUMBER</b>	660.547.2718
<b>EMAIL</b>	lincolncityclerk@gmail.com

State the number of Years in Business: 105

State the current number of personnel on staff: 200

**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 Kim K. Pearson, who, being duly sworn, states on his oath or affirmation as follows:

Name/Consultant:  
Kim K. Pearson

Company:  
Dana F. Cole & Company, LLP

Address:  
55 Corporate Woods, 9300 West 110th Street, Suite 145, Overland Park KS 66210

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Consultant 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 #20-006
- 3 Consultant 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 Consultant’s enrollment and

EXHIBIT A

participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

**(Company Name)**



Signature

Name: Kim K. Pearson

Title: Partner

Subscribed and sworn to before me this 14<sup>th</sup> day of July, 2020.

STATE OF Nebraska COUNTY OF Kearney

Notary Public: Mary Patricia Miller

My Commission Expires: 1-24-2024



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



Company ID Number: 316938

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION  
MEMORANDUM OF UNDERSTANDING**

**ARTICLE I**

**PURPOSE AND AUTHORITY**

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Dana F. Cole & Company, LLP** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

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

**ARTICLE II**

**FUNCTIONS TO BE PERFORMED**

**A. RESPONSIBILITIES OF SSA**

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



Company ID Number: 316938

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

Employer Dana F. Cole & Company, LLP

**Thomas Obrist**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

04/05/2010

Date

Department of Homeland Security – Verification Division

**USCIS Verification Division**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

04/05/2010

Date

# EXHIBIT A

## QUOTE FORM D RFQu 20-006

Cost of Services for the City of Raymore

First Year: 30,000

Second Year: 31,000

Third Year: 32,000

Cost of Services for each of the Incentive Districts

First Year: 3,250

Second Year: 3,500

Third Year: 3,750

**BID**

**OF:** Dana F. Cole & Company, LLP  
**(Firm Name)**

**DATE:** 7-14-20

**Please submit 'Quote Form D' in a separate sealed envelope labeled:**

Form D - Quote  
RFQu: 20-006  
Auditing Services  
Firm Name



**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: Sept. 14, 2020

SUBMITTED BY: Elisa Williams

DEPARTMENT: Finance

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

**TITLE / ISSUE / REQUEST**

Bill 3569 Award of Contract - Financial Advisor

**STRATEGIC PLAN GOAL/STRATEGY**

4.3.3: Demonstrate our dedication to ethical behavior and transparency

**FINANCIAL IMPACT**

Award To: Piper Sandler & Company  
Amount of Request/Contract:  
Amount Budgeted:  
Funding Source/Account#: General Fund (01)

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
October 1, 2020	September 30, 2023

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Contract

REVIEWED BY:

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

The City of Raymore issued a Request for Qualification for a financial advisor. Three firms responded to the current RFQ for Financial Advisory Services:

- Piper Sandler & Company
- Columbia Capital Municipal Advisors
- Raymond James Public Finance

Staff recommends Piper Sandler & Company to serve as the Financial Advisor for the City as outlined in the attached contract. There is no change in the contracted fee structure.

**BILL 3569**

**ORDINANCE**

**“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH PIPER SANDLER & COMPANY TO SERVE AS THE INDEPENDENT FINANCIAL ADVISOR TO THE CITY FOR A THREE-YEAR PERIOD.”**

**WHEREAS**, the City Council has determined it advisable to utilize the services of an independent financial advisor to the City; and

**WHEREAS**, in accordance with the City of Raymore Purchasing Policy, City staff issued RFQu 20-004 to firms to serve as independent financial advisor; and

**WHEREAS**, Piper Sandler & Company is recommended by staff to be the best consultant to provide this service.

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

Section 1. The City Manager is hereby directed to enter into an agreement with Piper Sandler & Company to serve as an independent financial advisor to the City in accordance with their submitted proposal and all of the terms and conditions of the agreement.

Section 2. Any Ordinance or part thereof which conflicts with this Ordinance shall be null and void.

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

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

**DULY READ THE FIRST TIME THIS 14TH DAY OF SEPTEMBER, 2020.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF SEPTEMBER, 2020, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Berendzen  
Councilmember Burke III  
Councilmember Circo  
Councilmember Holman  
Councilmember Jacobson  
Councilmember Townsend

ATTEST:

APPROVE:

\_\_\_\_\_  
Jean Woerner, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature

## FINANCIAL SERVICES AGREEMENT

This Financial Services Agreement, (the Agreement) is entered into on \_\_\_\_\_, 2020 by and between City of Raymore, Missouri (the Client) and Piper Sandler & Co. (Piper Sandler or the Financial Services Provider). This Agreement will serve as our mutual agreement with respect to the terms and conditions of our engagement as your financial services provider, effective on the date this Agreement is executed (the Effective Date).

### **I. Scope of Services.**

- (A) **Services to be provided.** Piper Sandler is engaged by the Client to provide services with respect to the planned issuance of the Client's bonds to be issued from time to time during the term of this Agreement (the Issue(s)).
- (B) **Scope of Services.** The Scope of Services to be provided respecting the Issue(s) may consist of the following, if directed by the Client:
1. Evaluate options or alternatives with respect to the proposed new Issue(s),
  2. Consult with and/or advise the Client on actual or potential changes in market place practices, market conditions or other matters that may have an impact on the Issues or Products.
  3. Assist the Client in establishing a plan of financing
  4. Assist the Client in establishing the structure, timing, terms and other similar matters concerning the Issue
  5. Prepare the financing schedule
  6. Provide assistance as to scheduling, coordinating and meeting procedural requirements relating to any required bond referendum
  7. Consult and meet with representatives of the Client and its agents or consultants with respect to the Issue
  8. Attend meetings of the Client's governing body, as requested
  9. Advise the Client on the manner of sale of the Issue
  10. In a competitive bid sale, prepare the bid package, obtain CUSIP numbers, assist the Client in collecting and analyzing bids submitted by underwriters and in connection with the Client's selection of a winning bidder
  11. At the time of sale, provide the Client with relevant data on comparable issues recently or currently being sold nationally and by comparable Clients
  12. In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise the Client on matters relating to retail or other order periods and syndicate priorities, review the order book, and if directed by the Client, advise on the acceptability of the underwriter's pricing and offer to purchase
  13. Assist the Client in identifying an underwriter in a negotiated sale or other deal participants such as an escrow agent, accountant, feasibility consultant, etc. to work on the Issue
  14. Respond to questions from underwriters
  15. Arrange and facilitate visits to, prepare materials for, and make recommendations to the Client in connection with credit ratings agencies, insurers and other credit or liquidity providers
  16. Coordinate working group sessions, closing, delivery of the new Issue and transfer of funds
  17. Prepare a closing memorandum or transaction summary

**For Services Respecting Official Statement.** Piper Sandler has not assumed responsibility for preparing or certifying as to the accuracy or completeness of any preliminary or final official statement,

other than with respect to written information about Piper Sandler as the municipal advisor if provided by Piper Sandler in writing for inclusion in such documents.

**II. Limitations on Scope of Services.** In order to clarify the extent of our relationship, Piper Sandler is required under MSRB Rule G-42<sup>1</sup> to describe any limitations on the scope of the activities to be performed for you. Accordingly, the Scope of Services are subject to the following limitations:

The Scope of Services is limited solely to the services described herein and is subject to limitations set forth within the descriptions of the Scope of Services. Any duties created by this Agreement do not extend beyond the Scope of Services or to any other contract, agreement, relationship, or understanding, if any, of any nature between the Client and the Financial Services Provider.

Unless explicitly directed by you in writing, the Scope of Services does not include evaluating advice or recommendations received by you from third parties.

The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue or Product or in connection with any opinion or certificate rendered by counsel or any other person at closing and does not include review or advice on any feasibility study.

**III. Amending Scope of Services.** The Scope of Services may be changed only by written amendment or supplement. The parties agree to amend or supplement the Scope of Services promptly to reflect any material changes or additions to the Scope of Services.

**IV. Compensation.** Compensation is based on a fixed fee and is contingent on closing. Once the plan of finance is determined, along with a specific financing size and legal structure, the fixed fee will be mutually agreed to and provided in writing in the Schedule of Sources and Uses of Funds, along with all other related issuance costs. Compensation is payable in immediately available funds at closing.

**V. IRMA Matters.** If the Client has designated Piper Sandler as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”), the extent of the IRMA exemption is limited to the Scope of Services and any limitations thereto. Any reference to Piper Sandler, its personnel and its role as IRMA in the written representation of the Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Piper Sandler and Client agrees not to represent, publicly or to any specific person, that Piper Sandler is Client’s IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Piper Sandler’s prior written consent.

**VI. Piper Sandler’s Regulatory Duties When Servicing the Client.** MSRB Rule G-42 requires that Piper Sandler undertake certain inquiries or investigations of and relating to the Client in order for Piper Sandler to fulfill certain aspects of the fiduciary duty owed to the Client. Such inquiries generally are triggered: (a) by the requirement that Piper Sandler know the essential facts about the Client and the authority of each person acting on behalf of the Client so as to effectively service the relationship with the Client, to act in accordance with any special directions from the Client, to understand the authority of each person acting on behalf of the Client, and to comply with applicable laws, regulations and rules; (b) when Piper Sandler undertakes a determination of suitability of any recommendation made by Piper Sandler to the Client, if any or by others that Piper Sandler reviews for the Client, if any; (c) when making any representations, including with regard to matters pertaining to the Client or any Issue or Product; and (d) when providing any information in connection with the preparation of the preliminary or final official statement, including information about the Client, its financial condition, its operational status and its municipal securities or municipal financial products. Specifically, Client agrees to provide to Piper Sandler any documents on which the Client has relied in connection with any certification it may make with respect to the accuracy and completeness of any Official Statement for the Issue.

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<sup>1</sup> See MSRB Rule G-42(c)(v).

Client agrees to cooperate, and to cause its agents to cooperate, with Piper Sandler in carrying out these duties to inquire or investigate, including providing to Piper Sandler accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

In addition, the Client agrees that, to the extent the Client seeks to have Piper Sandler provide advice with regard to any recommendation made by a third party, the Client will provide to Piper Sandler written direction to do so as well as any information it has received from such third party relating to its recommendation.

**VII. Expenses.** Piper Sandler will be responsible for all of Piper Sandler's out-of-pocket expenses. In the event a new issue of securities is contemplated by this Agreement, Client will be responsible for the payment of all fees and expenses commonly known as costs of issuance, including but not limited to: publication expenses, local legal counsel, bond counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancement, printing of bonds, printing and distribution of required disclosure documents, trustee fees, paying agent fees, CUSIP registration, and the like.

**VIII. Term of Agreement.** The term of this Agreement shall begin on the Effective Date and ends, unless earlier terminated as provided below, on December 31, 2023.

This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. All fees due to Piper Sandler shall be due and payable upon termination. Upon termination, the obligations of Piper Sandler under this Agreement, including any amendment shall terminate immediately and Piper Sandler shall thereafter have no continuing fiduciary or other duties to the Client. The provisions of Sections IV, VII, XII, XIV, XV and XVII shall survive termination of this Agreement.

**IX. Independent Contractor.** The Financial Services Provider is an independent contractor and nothing herein contained shall constitute or designate the Financial Services Provider or any of its employees or agents as employees or agents of the Client.

**X. Entire Agreement/Amendments.** This Agreement, including any amendments and Appendices hereto which are expressly incorporated herein, constitute the entire Agreement between the parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Financial Services Provider and Client.

**XI. Required Disclosures.** MSRB Rule G-42 requires that Piper Sandler provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Piper Sandler's Disclosure Statement attached as Appendix A to this Agreement.

**XII. Limitation of Liability.** In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Piper Sandler or any of its associated persons, Piper Sandler and its associated persons shall have no liability to the Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from the Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Piper Sandler to the Client. No recourse shall be had against Piper Sandler for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or

Product, if any or otherwise relating to the tax treatment of any Issue or Product if any, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Piper Sandler's fiduciary duty to Client under Section 15B(c)(1), if applicable, of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

**XIII. Indemnification.** Unless prohibited by law, the Client hereby indemnifies and holds harmless the Financial Services Provider, each individual, corporation, partnership, trust, association or other entity controlling the Financial Services Provider, any affiliate of the Financial Services Provider or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, trustees and agents (hereinafter the "Indemnitees") against any and all liabilities, penalties, suits, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (each a "Claim"), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon any allegation that any information in the Preliminary Official Statement or Final Official Statement contained (as of any relevant time) an untrue statement of a material fact or omitted (as of any relevant time) or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

**XIV. Official Statement.** The Client acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Client and that the failure of the Financial Services Provider to advise the Client respecting these laws shall not constitute a breach by the Financial Services Provider or any of its duties and responsibilities under this Agreement. The Client acknowledges that any Official Statement distributed in connection with an issuance of securities are statements of the Client and not of Piper Sandler.

**XV. Notices.** Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States' mail, first-class postage prepaid, addressed to the Client at:

City of Raymore  
100 Municipal Circle  
Raymore, MO 64083

Jim Feuerborn, City Manager  
816-331-0488  
[jfeuerborn@raymore.com](mailto:jfeuerborn@raymore.com)

Or to the Financial Services Provider at:

Piper Sandler & Co.  
11635 Rosewood Street  
Leawood, KS 66211

Todd Goffoy, Managing Director  
913-345-3373  
[Todd.Goffoy@psc.com](mailto:Todd.Goffoy@psc.com)

With a copy to:

Piper Sandler & Co.  
Legal Department

800 Nicollet Mall, Suite 900  
Minneapolis, MN 55402

**XVI. Consent to Jurisdiction; Service of Process.** The parties each hereby (a) submits to the jurisdiction of any State or Federal court sitting in the state of Missouri for the resolution of any claim or dispute with respect to or arising out of or relating to this Agreement or the relationship between the parties (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Agreement other than in a State or Federal court sitting in the state of Missouri and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

**XVII. Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws of the state of Missouri.

**XVIII. Counterparts; Severability.** This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

**XIX. Waiver of Jury Trial.** THE PARTIES EACH HEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

**XX. No Third Party Beneficiary.** This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

**XXI. Authority.** The undersigned represents and warrants that they have full legal authority to execute this Agreement on behalf of the Client. The following individual(s) at the Client have the authority to direct Piper Sandler's performance of its activities under this Agreement:

Jim Feuerborn, City Manager

The following individuals at Piper Sandler have the authority to direct Piper Sandler's performance of its activities under this Agreement:

Todd Goffoy, Managing Director

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

PIPER SANDLER & CO.



By: \_\_\_\_\_  
Todd Goffoy  
Its: Managing Director  
Date: \_\_\_\_\_

ACCEPTED AND AGREED:

CITY OF RAYMORE

By: \_\_\_\_\_  
Jim Feuerborn  
Its: City Manager  
Date: \_\_\_\_\_

Piper Sandler & Co. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board (“MSRB”). A brochure is posted on the website of the MSRB, at [www.msrb.org](http://www.msrb.org) that describes the protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority.

## APPENDIX A – DISCLOSURE STATEMENT

Municipal Securities Rulemaking Board Rule G-42 (the Rule) requires that Piper Sandler provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Accordingly, this Appendix A provides information regarding conflicts of interest and legal or disciplinary events of Piper Sandler required to be disclosed to pursuant to MSRB Rule G-42(b) and (c)(ii).

(A) **Disclosures of Conflicts of Interest.** The Rule requires that Piper Sandler provide to you disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in the Rule, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by us, Piper Sandler is required to provide a written statement to that effect.

Accordingly, we make the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how we address or intend to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, we mitigate such conflicts through our adherence to our fiduciary duty to you in connection with municipal advisory activities, which includes a duty of loyalty to you in performing all municipal advisory activities for the Client. This duty of loyalty obligates us to deal honestly and with the utmost good faith with you and to act in your best interests without regard to our financial or other interests. In addition, as a broker dealer with a client oriented business, our success and profitability over time is based on assuring the foundations exist of integrity and quality of service. Furthermore, Piper Sandler's supervisory structure, utilizing our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Piper Sandler potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

**Compensation-Based Conflicts.** The fees due under the Agreement are based on the size and legal structure of the Issue and the payment of such fees is contingent upon the successful delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Sandler to recommend unnecessary financings or financings that are disadvantageous to the Client, or to advise the Client to increase the size of the issue. We believe that the appearance of a conflict or potential conflict is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

**Transactions in Client's Securities.** As a municipal advisor, Piper Sandler cannot act as an underwriter in connection with the same issue of bonds for which Piper Sandler is acting as a municipal advisor. From time to time, Piper Sandler or its affiliates may submit orders for and acquire your securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own trading account or for the accounts of its customers. Again, while we do not believe that this activity creates a material conflict of interest, we note that to mitigate any perception of conflict and to fulfill Piper Sandler's regulatory duties to the Client, Piper Sandler's activities are engaged in on customary terms through units of Piper Sandler that operate independently from Piper Sandler's municipal advisory business, thereby eliminating the likelihood that such investment activities would have an impact on the services provided by Piper Sandler to you under the Agreement.

(B) **Disclosures of Information Regarding Legal Events and Disciplinary History.** The Rule requires that all municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to a client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Piper Sandler sets out below required disclosures and related information in connection with such disclosures.

- I. Material Legal or Disciplinary Event. There are no legal or disciplinary events that are material to the Client's evaluation of Piper Sandler or the integrity of Piper Sandler's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
- II. Most Recent Change in Legal or Disciplinary Event Disclosure. Piper Sandler has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(C) **How to Access Form MA and Form MA-I Filings.** Piper Sandler's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/edgar/searchedgar/companysearch.html>. The Form MA and the Form MA-I include information regarding legal events and disciplinary history about municipal advisor firms and their personnel, including information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Piper Sandler in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Piper Sandler on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Piper Sandler's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Piper Sandler's CRD number is 665.

(D) **Future Supplemental Disclosures.** As required by the Rule, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Piper Sandler. Piper Sandler will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.



**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: Sept.14, 2020

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

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

**TITLE / ISSUE / REQUEST**

Bill 3571 - Ward Road Survey

**STRATEGIC PLAN GOAL/STRATEGY**

2.2.2 Create and maintain a well-connected transportation network

**FINANCIAL IMPACT**

Award To:	Olsson
Amount of Request/Contract:	\$40,200
Amount Budgeted:	
Funding Source/Account#:	FY 2020 General Obligation Bonds

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
October 1, 2020	October 31, 2020

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Contract

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

In accordance with the City's Purchasing Policy, staff issued a Request for Qualifications to land surveying firms. The following firms submitted a response:

- Olsson
- Renaissance Infrastructure Consulting
- Lovelace and Associates
- BHC Rhodes
- Wilson and Company
- Boundary and Construction Surveying, Inc.

Staff reviewed the statement of qualifications submitted and recommends the City retain the services of Olsson to provide surveying services for the Ward Road Survey Project.

**BILL 3571**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH OLSSON FOR THE WARD ROAD SURVEYING PROJECT, CITY PROJECT NUMBER 20-360-302, IN THE AMOUNT OF \$40,200 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."**

**WHEREAS**, the Ward Road Reconstruction project was included in the 2020 General Obligation Bond Election; and

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

**WHEREAS**, the staff publicly advertised for Ward Road Surveying services, and;

**WHEREAS**, staff reviewed the proposals submitted and found that the proposal from Olsson was the best of the proposals submitted.

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

Section 1. The City Manager is hereby directed and authorized to enter into a negotiated contract in the amount of \$40,200 with Olsson, for the Ward Road Surveying project.

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

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

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

**DULY READ THE FIRST TIME THIS 14TH DAY OF SEPTEMBER, 2020.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF SEPTEMBER, 2020, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Berendzen  
Councilmember Burke III  
Councilmember Circo  
Councilmember Holman  
Councilmember Jacobson  
Councilmember Townsend

ATTEST:

APPROVE:

\_\_\_\_\_  
Jean Woerner, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature



CITY OF RAYMORE  
CONTRACT FOR PROFESSIONAL SERVICES  
**WARD ROAD SURVEYING SERVICES**

Appendix A will be negotiated/finalized with the successful consultant and included at a later date.

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 28th day of September, 2020 between Olsson, an entity organized and existing under the laws of the State of Kansas, with its principal office located at 7301 W. 133rd Street, Suite 200, Overland Park, KS 66213, hereafter referred to as the **Consultant**, 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 September 28, 2020 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

Consultant agrees to perform all work and provide all deliverables as specified in and according to the Request for Qualifications/Quote RFQu #20-360-302 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to the Contract Agreement set forth here. Consultant 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 RFQ # 20-360-302 including insurance 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 begin upon Council approval and City Manager's signature. 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 City agrees to pay the Consultant,     \$40,200     which is "not to exceed" dollars for completion of the work, subject to the provisions herein set. The City Manager has the authority for change orders.

## ARTICLE IV CONTRACT PAYMENT

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

The Consultant shall provide the City with monthly billings for progress payments as the work is completed. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Consultant's work. The City will be the sole judge as to the sufficiency of the work performed. A 5% retainage will be held until acceptance of the project by the Raymore City Council, at which time final payment will be made.

In the event of the Consultant's failure to perform any of his duties as specified in this contract and addendums, or to correct an error within the time stipulation agreed upon by both parties, the City shall have the right to deduct an amount not to exceed twenty-five (25%) per invoice.

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

## ARTICLE V INSURANCE REQUIREMENTS

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

All policies for liability protection, bodily injury, or property damage shall include the City of Raymore as an additional insured as such respects operation under this contract (except for Worker's Compensation and Professional Liability coverage).

Consultant agrees to hold harmless and indemnify the City from any liability for damage, injury or death arising out of the work performance of the contract.

## ARTICLE VI RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate a representative to render decisions on behalf of the City and on whose actions and approvals the Consultant may rely.

The Consultant'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 Consultant), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Consultant. 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 Consultant 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.

Consultant agrees to provide all services necessary to perform and complete the contract as specified. Consultant further agrees to keep and not change Project Manager and Project Team without notification and consent of the City.

Consultant will supervise and direct the work performed, and shall be responsible for his employees. Consultant will also supervise and direct the work performed by sub-Consultants and their employees and be responsible for the work performed by sub-Consultants hired by the Consultant.

Consultant 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. Consultant shall bear the cost of any permits which he is obligated to secure. Consultant will also ensure any sub-Consultants hired will obtain the necessary licenses and permits as required.

Consultant 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. Consultant agrees to ensure sub-Consultants and their employees comply with all applicable laws and regulations aforementioned.

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

## ARTICLE VII TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, certified facsimile or email. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or 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 Consultant at the address listed below. In the event this agreement is terminated, the City may hold as a retainer the amount needed to complete the work in accordance with Appendix B specifications.

## ARTICLE VIII CONTRACT DISPUTES & MEDIATION

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 mediate the issue. Mediation shall be non-binding unless a written settlement agreement is reached. Costs of mediation shall be split equally between the parties. Failure of the parties to reach a resolution in mediation shall be a prerequisite to filing suit or initiating further action to resolve the dispute. In all cases where work on the project is not complete, the Contractor agrees to carry on with the work and to maintain the progress schedule during any dispute under this Contract unless otherwise mutually agreed in writing by the parties.

## ARTICLE IX WARRANTY

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

Consultant warrants that the goods shall be delivered free of the rightful claim of any third person by way of non-payment on the part of the Consultant for any tools and equipment in use or materials used and consumed on City property in completion of this agreement, and if City receives notice of any claim of such infringement, it shall, within ten [10] days, notify Consultant of such claim. If City fails to forward such notice to Consultant, it shall be deemed to have released Consultant from this warranty as to such claim.

## ARTICLE X AFFIDAVIT OF WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the consultant 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 consultant'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 firm and 2) a valid copy of the signature page completed and signed by the firm, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE XI  
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Consultant agrees that it has not relied upon any representations of Consultant 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.

SEAL)

**THE CITY OF RAYMORE, MISSOURI**

By: \_\_\_\_\_  
Jim Feuerborn, City Manager

Attest: \_\_\_\_\_  
Jean Woerner, City Clerk

SEAL)

**OLSSON**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

## **Appendix A**

### **Scope of Services**

See Attached

## **Appendix B General Terms and Conditions**

### **A. *Procedures***

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

### **B. *Contract Period***

Award of this contract is anticipated prior to the end of September, 2020, with final surveying services submitted no later than October 31, 2020.

### **C. *Insurance***

The Consultant shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Raymore by the Consultant, its agents, representatives, employees or sub consultants. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. Claims made on policies must be enforced or that coverage purchased for three (3) years after contract completion date.

#### **1. General Liability**

Owners and Protective Liability.

#### Minimum Limits

General Liability:

\$2,000,000 Each Occurrence Limit

### **D. *Hold Harmless Clause***

The Consultant 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 Consultant 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 Consultant 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 Consultant; 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 Consultant, 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 Consultant will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each sub consultant or vendor used by the Consultant.

G. *Invoicing and Payment*

The Consultant shall submit invoices, in duplicate, for services outlined above in the scope of services under Appendix A.

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

I. *Contractual Disputes*

The Consultant 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 Consultant within thirty (30) days of receipt of the claim.

City's decision shall be final unless the Consultant appeals within thirty (30) days by submitting a written letter of appeal to the Finance Director, or his 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 Consultant 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 Consultant 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 Consultant 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 Consultant at the Consultant'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 Consultant shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

O. *Permits*

The successful Consultant shall be responsible for obtaining all permits, and for incurring all expenses associated with those permits, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Business License" required of all vendors doing business within the City limits of Raymore (unless otherwise directed by the City Clerk). This permit can be obtained from the office of the City Clerk, 100 Municipal Circle, Raymore, Missouri, 64083.

*P. Release of Information*

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

*Q. 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.

*R. Affidavit of Work Authorization and Documentation:*

Pursuant to 285.530 RSMo, the consultant 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 consultant'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 firm and 2) a valid copy of the signature page completed and signed by the firm, the Social Security Administration, and the Department of Homeland Security – Verification Division.

**SCOPE OF SERVICES:  
WARD ROAD 58 HYW TO 163<sup>RD</sup> ST  
RFQ #20-360-302  
CITY OF RAYMORE, MISSOURI**

**FURTHER DESCRIPTION OF SURVEYING SERVICES:**

The project limits are to Survey 100ft either side of Ward Road from 58 Hyw to the North for approximately 8,000 feet to 163<sup>rd</sup> Street. It will be surveyed to aid and support the design being completed by others for the new improvements and repairs along Ward Road.

**GENERAL SURVEY REQUIREMENTS**

**Vertical Control:**

Elevations for Survey will be obtained from published Cass County DNR Control Monuments and based on NAVD 88 Datum. Leveled benchmark control will be established along the project corridor and will be referenced for inclusion into plan documents.

**Horizontal Control:**

As part of the design survey, all Section Corners and Quarter Section Corners within the project area and others used for project control must be located, reference and state plane coordinates determined with GPS equipment. The coordinates and referenced ties shall be shown on the plans and the standard corner reference report submitted to the Missouri State Historical Society, the County Engineer, and City's Project Engineer within 30 days of the survey as required by state law.

**Plan Notes - Control Benchmarks:**

Any Benchmarks, Horizontal Control monuments and any Section Corner and Quarter Section Corners within the area surveyed for the project must be conspicuously indicated on the plans. All benchmarks and section and quarter section corners and property pins within the construction limits shall include a note for the re-establishment of the monuments.

**SCOPE OF SERVICES**

**Task I. Survey and Geotechnical Investigation**

**1.01 Topographic Survey**

Complete topographic survey for the project limits. Survey shall include shots at pavement tie-in locations, existing back of curb, edges of pavement, existing lane lines across roadway, existing storm and sanitary sewer systems, fences, trees, building corners, etc. to create project mapping.

- A. All topographical surveys shall include field locating utilities.
- B. Contact utility companies and one call center as appropriate for field marking of utility locations.

## **1.02 Office Survey Services**

- A. Gather and research information such as boundary records, utility information, easements, benchmark data, and attend external meetings regarding surveying and base mapping as needed.
- B. Ownership and Encumbrance (O&E) reports for base mapping will be provided By the City of Raymore and plotted by Olsson Survey Team.
- C. Create a base map at a scale of 1" = 20ft showing both contours at one-foot intervals and property lines using the plat information, field boundary data, topography information, and legal descriptions.

## **Task II. Project Meetings & Project Management**

### **4.01 Meetings**

- A. Attend Coordination meeting with City and or adjacent landowners as needed.
- B. Coordination meetings with the city by Phone. Assume (8).
- C. Weekly progress report emails

### **4.02 Project Management**

- A. Coordination with City
- B. Monitor scope, schedule, and fee
- C. QAQC Ensure the OA QAQC procedures are being followed at all milestones

**Exclusions:** Creation of Exhibits and Legal Descriptions for the future design and construction are not included but can be provided on an as needed basis.

MAN-HOUR ESTIMATE- CITY OF RAYMORE MO. WARD ROAD SURVEY - 58 HYW TO 163 RD ST.													
Task No.	Description of Work Items / Tasks	Billing Rate										Total Man-hours	Total Labor Fee
		\$180 Project Manager / Technical leader	\$150 Senior Suveyor	\$105 Survey Tech	\$120 Survey Crew 1 Person	\$160 Survey Crew 2 Person	\$89 Admin Coord						
1.0	Survey												
	Research	1	5	5							2	13	\$1,633
	Establish Control and Reference Ties		1	2	10							13	\$1,560
	Vertical Control (Level Run)		1	3		15						19	\$2,865
	Topographic Survey				40	78						118	\$17,280
	Utility Coordination	2	2	6	18							28	\$3,450
	Section corners	2	2	3	2	6						15	\$2,175
	Base file creation			63								63	\$6,615
	QAQC Site Review	2	12	8	8							30	\$3,960
1.0	<b>SUBTOTAL</b>	7	23	90	78	99	2					299	
	<b>Total</b>	\$1,260	\$3,450	\$9,450	\$9,360	\$15,840	\$178					\$39,538.00	\$39,538

**SUMMARY**

Total Labor	\$39,538.00
Total Expenses	\$662
<b>Total Project Fee</b>	<b>\$40,200.00</b>



**EXHIBIT B**

<b>LABOR RATES (2020)</b>		
<b>Personnel</b>	<b>Abbreviation</b>	<b>\$ Per Hr.</b>
Senior Technical Leader	Senior Technical Leader	\$238.00
<b>Project Manager</b>	Project Manager / Technical leader	<b>\$180.00</b>
Senior Project Engineer	Senior Technical Leader	\$205.00
Project Engineer	Project Engineer	\$134.00
Associate Engineer	Associate Engineer	\$120.00
Assistant Engineer	Assistant Engineer	\$101.00
Senior Technician	SrTech	\$110.00
Associate Technician	Associate Tech	\$87.00
Design Associate	Design Assoc.	\$112.00
Assistant Technician	Assist. Tech	\$67.00
Senior Project Scientist	Senior Project Scientist	\$139.00
Assistant Scientist	Assistant Scientist	\$83.00
Associate Planner	Associate Planner	\$101.00
Assistant Planner	Assistant Planner	\$83.00
Senior Landscape Architect	Senior Landscape Architect	\$183.00
Assistant Landscape Architect	Assistant Landscape Architect	\$85.00
Project Landscape Architect	Project Landscape Architect	\$125.00
Associate Landscape Architect	Assoc. LA	\$103.00
<b>Senior Suveyor</b>	Senior Suveyor	<b>\$150.00</b>
<b>Survey tech</b>	Survey Tech	<b>\$105.00</b>
<b>Surveyor</b>	Surveyor	<b>\$98.00</b>
<b>Survey Crew, 1-person</b>	Survey Crew 1 Person	<b>\$120.00</b>
<b>Survey Crew, 2-person</b>	Survey Crew 2 Person	<b>\$160.00</b>
GeoTech Drill Crew	GeoTech Drill Crew	\$200.00
Admin Coordinator	Admin Coord	\$89.00
<b>Expenses</b>		



**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: Sept. 14, 2020

SUBMITTED BY: Mike Ekey

DEPARTMENT: Administration

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

**TITLE / ISSUE / REQUEST**

Meeting of the Raymore Community Foundation

**STRATEGIC PLAN GOAL/STRATEGY**

**FINANCIAL IMPACT**

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

**PROJECT TIMELINE**

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

**STAFF RECOMMENDATION**

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Raymore Community Foundation Agenda  
Jan. 13, 2020, Minutes for Approval  
Resolution 20-01, Disbursement of Funds for Public Art

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

As outlined in the Raymore Community Foundation's Donation and Disbursement Policy, the Board of Directors is required to approve disbursements of \$10,000 or more.

This disbursement will help fund the approved public art piece approved by the Arts Commission. The public art piece will be located at Hawk Ridge Park just to the north of the amphitheater, a location approved by the Parks & Recreation Board.

The Foundation Board will also need to approve minutes from its previous meeting.



## **RAYMORE COMMUNITY FOUNDATION AGENDA**

**Monday, Sept. 14, 2020, at 7 p.m.**

**Final order of new business at the regular City Council meeting**

City Hall Council Chambers  
100 Municipal Circle  
Raymore, Missouri 64083

**1. Call to Order**

**2. Roll Call**

**3. Approval of the minutes**

- a. Jan. 13, 2020, meeting minutes

**4. New Business**

- a. Disbursement of funds

*Reference: Resolution 20-01*

Per the Raymore Community Foundation's Donation and Disbursement Policy, it is required to approve disbursements more than \$10,000. This disbursement from the Raymore Community Foundation will help fund the approved public art piece at Hawk Ridge Park.

**5. Adjourn**

## **A. Annual meeting of the Raymore Community Foundation**

### **1. Call to Order.**

Director Turnbow called the meeting to order at 9:13 p.m.

### **2. Roll Call.**

Directors in attendance: Sonja Abdelgawad, Kevin Barber, John Berendzen, Joseph Burke, Tom Circo, Jay Holman, Dale Jacobson, Reginald Townsend and Kristofer Turnbow.

### **3. Approval of minutes.**

#### **a. July 8, 2019 meeting minutes**

**MOTION:** By Director Holman, second by Director Barber to approve the minutes of the July 8, 2019 meeting.

**DISCUSSION:** None

<b>VOTE:</b>	Director Abdelgawad	Aye
	Director Barber	Aye
	Director Berendzen	Aye
	Director Burke, III	Aye
	Director Circo	Aye
	Director Holman	Aye
	Director Jacobson	Aye
	Director Townsend	Aye
	Director Turnbow	Aye

### **4. New Business**

#### **a. Election of Officers**

City Attorney Jonathan Zerr stated the by-laws of the Raymore Community Foundation require the board to meet annually in January to elect officers and conduct any other necessary business before the board. The officer positions are Vice-President, Secretary and Treasurer.

City Manager Jim Feuerborn stated historically the Mayor Pro Tem (Jay Holman) has filled the position of Vice President, Sonja Abdelgawad has filled the position of Secretary and the City's Finance Director (Elisa Williams) has filled the position of Treasurer. He asked the Board if that was acceptable or if nominations needed to be heard.

**MOTION:** By Director Holman, second by Director Barber to approve the slate of officers; Jay Holman Vice president, Sonja Abdelgawad Secretary, and Elisa Williams Treasurer.

**DISCUSSION:** None

<b>VOTE:</b>	Director Abdelgawad	Aye
	Director Barber	Aye
	Director Berendzen	Aye
	Director Burke, III	Aye
	Director Circo	Aye
	Director Holman	Aye
	Director Jacobson	Aye
	Director Townsend	Aye
	Director Turnbow	Aye

## 5. Adjourn.

**MOTION:** By Director Holman, second by Director Barber to adjourn the meeting of the Raymore Community Foundation.

**DISCUSSION:** None

<b>VOTE:</b>	Director Abdelgawad	Aye
	Director Barber	Aye
	Director Berendzen	Aye
	Director Burke, III	Aye
	Director Circo	Aye
	Director Holman	Aye
	Director Jacobson	Aye
	Director Townsend	Aye
	Director Turnbow	Aye

The meeting of the Board of Directors for Raymore Community Foundation adjourned at 9:17 p.m.

Respectfully submitted,

Jeanie Woerner  
City Clerk

**Resolution 20-01  
of the Raymore Community Foundation**

**“A RESOLUTION DISBURSING FUNDS FROM THE RAYMORE COMMUNITY FOUNDATION TO PURCHASE AND INSTALL A PUBLIC ART PIECE AS APPROVED BY THE RAYMORE ARTS COMMISSION.”**

**WHEREAS**, in 2019, the Raymore Community Foundation received \$10,000 from the now-disbanded Parks Foundation for a public art piece at Hawk Ridge Park, and;

**WHEREAS**, in following policy, the Parks & Recreation Board approved a location for a public art piece and the Arts Commission approved the selection of an artist and design for a new public art piece, and;

**WHEREAS**, the Raymore Community Foundation’s policy requires the board to approve disbursements of \$10,000 or more.

**NOW THEREFORE, BE IT RESOLVED BY THE RAYMORE MUNICIPAL ASSISTANCE CORPORATION BOARD OF DIRECTORS, AS FOLLOWS:**

Section 1: The Raymore Community Foundation will disburse \$10,000 to the Arts Commission for the creation and installation of the approved public art piece at Hawk Ridge Park.

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

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

**DULY READ AND PASSED THIS 14TH DAY OF SEPTEMBER, 2020, BY THE FOLLOWING VOTE:**

Director Abdelgawad  
Director Barber  
Director Berendzen  
Director Burke III  
Director Circo  
Director Holman  
Director Jacobson  
Director Townsend  
Director Turnbow

ATTEST:

APPROVE:

\_\_\_\_\_  
Secretary of the Corporation

\_\_\_\_\_  
President of the Corporation

\_\_\_\_\_  
Date of Signature



Leslie Tharp  
LeslieTharp.com  
239-671-8399  
LeslieTharpDesigns@gmail.com

## Hawk Ridge Park



Working Title: *Roots*

Leslie Tharp  
LeslieTharp.com  
239-671-8399  
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Missouri is home to a vast composition of prairie grasses, meadows, and tall grasses. Historically one-third of the state features a variety of prairie and tallgrass ecosystems. While only .5% of those original landscapes still exist, they remain vital to the soil health and plant and animals that depend on them.

Grassland habitat is diverse in its plant compositions and in the wildlife it sustains; from large fauna to small insects. A unique and often unseen feature of grassland habitats is the root structure that extends far below our feet.

These root systems play an important role in the local ecosystem, including providing 75-80% of the land's biomass which is responsible for enormous carbon absorption. These root systems are also very efficient at absorbing heavy rainfalls, and filtering out excess fertilizers from agricultural practices so they do not end up in the local waterways. Additionally, the prairie grass roots assist with invasive species control, and reducing issues of erosion.

These attributes are an incredible component of the prairie landscape, and are the driving inspiration behind this sculpture.

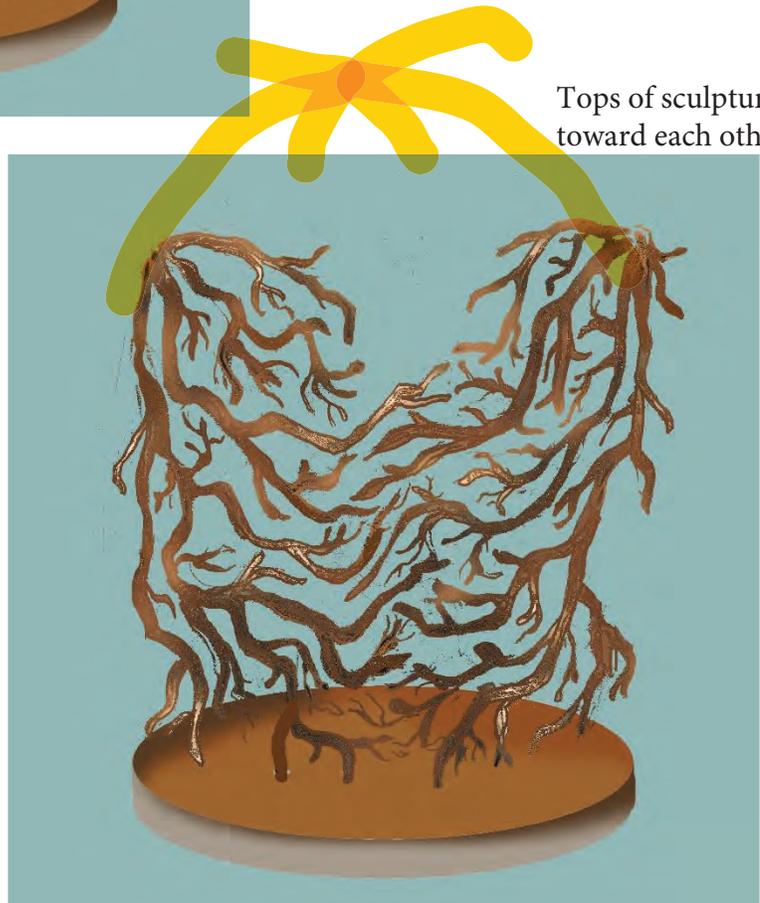


Leslie Tharp  
LeslieTharp.com  
239-671-8399  
LeslieTharpDesigns@gmail.com



Visitors to Hawk Ridge Park will be enticed to take a closer look at the complex, branching form they notice from afar as they enter the space. The form describes a series of root systems in meticulously forged and fabricated Cor-ten steel.

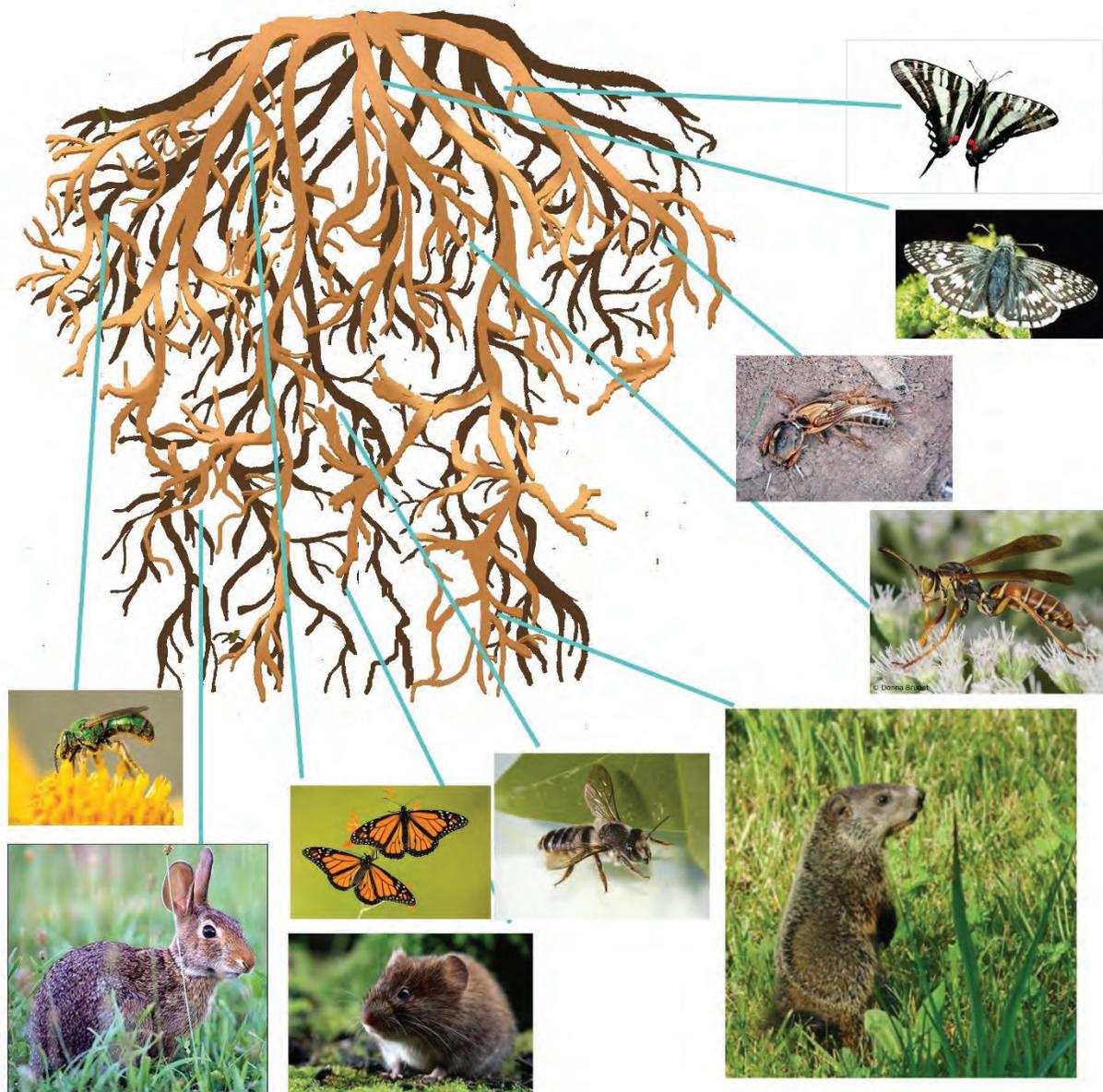
The fanning and weaving metalwork will stand approximately 8' tall, with arms reaching as far as 7' wide. The two main panels will gracefully arch towards each other, and entangle at the tips of their reach as they collide.



Tops of sculpture will arch toward each other.



Leslie Tharp  
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The network of roots will describe beautiful patterns, sprinkled with hidden imagery for viewers to find. Throughout the web of iron will be outlines of cotton tailed rabbits, groundhogs, prairie voles, and a wide selection of insects including important pollinator species such as the Monarch Butterfly. These forms will be very subtle and only seen by the most observant viewer!

The purpose of the “Eye Spy” game is to attract attention to the multidimensional value of these native prairie grasses, while elevating the beauty of their most unseen half.

Leslie Tharp  
LeslieTharp.com  
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LeslieTharpDesigns@gmail.com

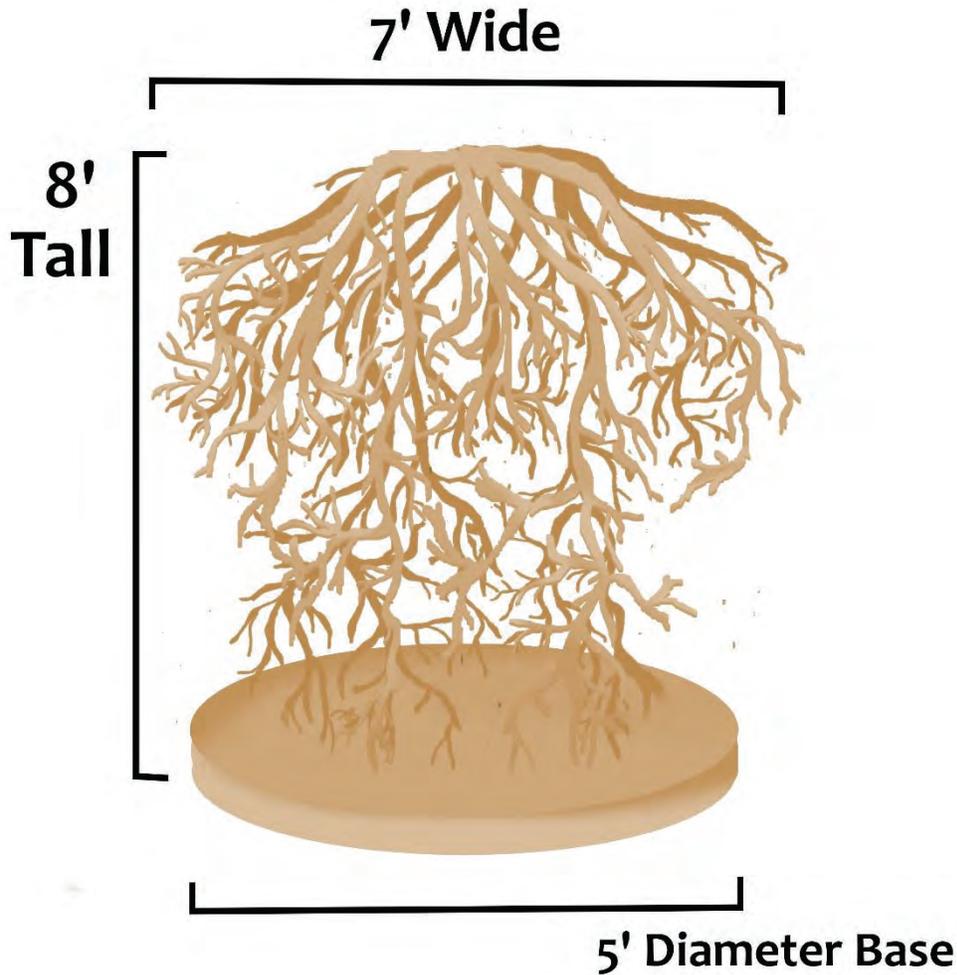


During the day, the view of the sculpture will be filled with beautiful patterns cast from the moving sunlight onto the base and grass surrounding the piece. These shadows will shift with the seasons as the sun moves higher or lower in the sky. Layered imagery of local insects and animals may be revealed as the sun draws attention to their shadows.

At night the work will be illuminated from the center of the base and will create a new visual effect to enjoy. The composition of single layer roots will be highlighted, and the form will act as a beacon for visitors attending an evening performance at the Amphitheater.



Leslie Tharp  
LeslieTharp.com  
239-671-8399  
LeslieTharpDesigns@gmail.com



Measuring 7' wide and 8' tall, the piece will be made from forged and fabricated Cor-ten Steel.

The texture and form of the branching line-work will be meticulously articulated, and the weather stable steel will provide a handsome warm finish with absolutely no maintenance required.

In the initial stage of application, COR-TEN shows a yellowish appearance. This is followed by a gradual change in the color of the protective rust from brown to a stable dark brown after one to two years in general application environments. Afterwards, the coloration shows no clear change except perhaps to a deeper dark brown.



# Miscellaneous



THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, AUGUST 17, 2020, AT 7:00 P.M., AT CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE III, CIRCO, HOLMAN, JACOBSON, AND TOWNSEND. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF.

A. Proposed Fiscal Year 2020-21 Budget

City Manager Jim Feuerborn presented the proposed Fiscal Year 2020-21 Budget to the City Council. He answered questions from Council. The Council work session agendas will include an item for budget discussion until final reading on October 26.

B. Other

The work session of the Raymore City Council adjourned at 8:30 p.m.



THE **PLANNING AND ZONING COMMISSION** OF THE CITY OF RAYMORE, MISSOURI, MET IN REGULAR SESSION **TUESDAY, AUGUST 18, 2020**, IN CITY COUNCIL CHAMBERS, 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI WITH THE FOLLOWING COMMISSION MEMBERS PRESENT: CHAIRMAN WILLIAM FAULKNER, MATTHEW WIGGINS, ERIC BOWIE (arrived at 7:14 p.m.), KELLY FIZER, JIM PETERMANN, MARIO URQUILLA, CALVIN ACKLIN AND MAYOR KRIS TURNBOW. ABSENT WAS JEREMY MANSUR. ALSO PRESENT WAS CITY PLANNER KATIE JARDIEU.

1. **Call to Order** – Chairman Faulkner called the meeting to order at 7:00 p.m.
2. **Pledge of Allegiance**
3. **Roll Call** – Roll was taken and Chairman Faulkner declared a quorum present to conduct business.
4. **Personal Appearances** – None
5. **Consent Agenda** - Chairman Faulkner requested to move Case #20016 - The Prairie of the Good Ranch - Final Plat to the Regular Agenda for discussion

**Motion by Commissioner Faulkner, Seconded by Mayor Turnbow, to move case #20016 - The Prairie of the Good Ranch - Final Plat to New Business on the agenda.**

**Vote on Motion:**

Chairman Faulkner	Aye
Commissioner Wiggins	Aye
Commissioner Bowie	Absent
Commissioner Acklin	Aye
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Commissioner Mansur	Absent
Mayor Turnbow	Aye

**Motion passed 7-0-0.**

- a. **Approval of the minutes of the August 4, 2020 meeting.**

**Motion by Commissioner Wiggins, Seconded by Commissioner Urquilla, to approve the minutes of the August 4 meeting.**

**Vote on Motion:**

Chairman Faulkner	Aye
Commissioner Wiggins	Aye
Commissioner Bowie	Absent
Commissioner Acklin	Aye
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Commissioner Mansur	Absent
Mayor Turnbow	Aye

**Motion passed 7-0-0.**

**6. Unfinished Business - None**

**7. New Business -**

**a. Case #20016 - The Prairie of the Good Ranch - Final Plat**

City Planner, Katie Jardieu, gave an overview of the staff report, highlighting that the reason for the replat was to account for the Southern Star pipeline easement. It was originally thought to be 50 feet, but Southern Star has stated it needs to be 66 feet. The streets for the subdivision were completed and accepted by the City on July 27, 2020.

Chairman Faulkner asked that the dates on the plat be changed to reflect the current date and revisions of the map. He also asked if the new cul-de-sac design, that was constructed, be included on the map, including the island design from UDC Code 445.030.110C. Ms. Jardieu responded that the cul-de-sac design was grandfathered in, however the developer went ahead and constructed the new design and the roads have been accepted.

Mayor Turnbow agreed with Chairman Faulkner and sought more explanation regarding the islands as he didn't see them when on site. Ms. Jardieu stated that Public Works reported that there was an island and the roads have been accepted. Mayor Turnbow stated that due to the smaller size of the cul-de-sac that he didn't see them and would like confirmation that the islands are present and the plat reflect true conditions.

Chairman Faulkner stated the motion could include updating the dates where appropriate and also suggest that the actual condition of the cul-de-sac be reflected on the plat. Both Mayor Turnbow and Ms. Jardieu agreed that this was a reasonable request.

**Motion by Commissioner Urquilla, Seconded by Mayor Turnbow, to accept the staff proposed findings of fact and forward Case #20016 - The Prairie of the Good Ranch - Final Plat Lots 1-65 and Tracts A-E with a recommendation of approval subject to the condition that the map reflect the amended date and to include the required design of the cul-de-sac if needed, or to reflect that it was grandfathered in.**

**Vote on Motion:**

Chairman Faulkner	Aye
Commissioner Wiggins	Aye
Commissioner Bowie	Absent
Commissioner Acklin	Aye
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Commissioner Mansur	Absent
Mayor Turnbow	Aye

**Motion passed 7-0-0.**

*Commissioner Bowie arrived at 7:14 pm.*

**8. City Council Report**

Ms. Jardieu provided a review of the following Council meetings:

- July 27 - appointment of Simon Casas to the Park Board
- recommendation of appointment of Reginald Townsend to the Kansas City Area Transportation Authority by the Board of County Commissioners

- Establishing a stop sign at Foxridge Drive and 163rd Street
- Award of the Willowind Gravity Sewer contract
- Support of application to MHDC for Grant Park Villas
- Dean Avenue extension Right-of-Way Final plat

## 9. Staff Report

Ms. Jardieu stated that the July staff report was the same from the previous Aug 4th meeting. As an additional note though, Westgate Drive is being striped and will be completed and open by the end of the week. Harold Estates sewer will be started soon as well.

Mayor Turnbow added that the resolution going to the county from City Council regarding the appointment of Reginald Townsend to KCAC will be forwarded to the state Senate for approval. Economic development and with I-49 it warranted Cass County being represented on the KCATA Board. There was a reconfiguration of the budget but no tax levy increase is proposed. The Willowind sewer contract has been awarded and is a big deal and exciting. It will allow for removal of the Harold Estates lift station. Grant Park Villas will receive a letter of support from the Council as done previously. The election has been declared and the City is moving forward with the G. O. Bond. The first award will be approximately \$9 million, as will the second award. The third award will then be approximately \$5.5 million.

## 10. Public Comment

No public comment

## 11. Commission Member Comment

Commissioner Bowie thanked staff for the update and apologized for being late.

Commissioner Fizer asked everyone to be safe.

Commissioner Acklin thanked staff for the updates.

Commissioner Urquilla appreciated Chairman Faulkner bringing the plat items to everyone's attention.

Commissioner Petermann thanked staff for the updates.

Commissioner Wiggins thanked staff for the updates.

Mayor Turnbow appreciated everyone attending the meeting at somewhat of a last minute as the applicant is looking to move forward with building.

Chairman Faulkner thanked the staff.

## 12. Adjournment

**Motion by Commissioner Wiggins, Seconded by Commissioner Urquilla, to adjourn the August 18, 2020 Planning and Zoning Commission meeting.**

### Vote on Motion:

Chairman Faulkner	Aye
Commissioner Wiggins	Aye
Commissioner Bowie	Aye

Commissioner Acklin	Aye
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Commissioner Mansur	Absent
Mayor Turnbow	Aye

**Motion passed 8-0-0.**

The August 18, 2020 meeting adjourned at 7:26 p.m.

Respectfully submitted,

Katie Jardieu