

TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
SEPTEMBER 17, 2019
REGULAR SESSION NO. 10
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
7:00 P.M.

OPENING SESSION

Invocation/Pledge of Allegiance
Roll Call

Proclamations & Presentations

- ★ Proclamation recognizing Raytown Citizens Crime Watch
- ★ Proclamation recognizing Constitution Week

Public Comments
Communication from the Mayor
Communication from the City Administrator
Committee Reports

1. CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the Board of Aldermen and will be enacted by one motion without separate discussion or debate. The Mayor or a member of the Board of Aldermen may request that any item be removed from the consent agenda. If there is no objection by the remaining members of the board, such item will be removed from the consent agenda and considered separately. If there is an objection, the item may only be removed by a motion and vote of the board.

Approval of the Regular September 3, 2019 Board of Aldermen meeting minutes.

OLD BUSINESS

2. Public Hearing: A public hearing to consider a Conditional Use Permit for property located at 9100 E. 350 Highway.
 - 2a. **SECOND READING: Bill No. 6508-19, Section XIII. AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR MOHAMED ALSIYOUHI TO OPERATE A VEHICLE REPAIR (LIMITED) USE AT 9100 E. 350 HIGHWAY IN THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI.** Point of Contact: Ray Haydaripoor, Community Development Director.
3. **SECOND READING: Bill No. 6513-19, Section XIII: AN ORDINANCE APPROVING THE "FINAL PLAT OF TURNLEAF VILLAS" LOCATED AT 59th STREET AND HUNTER COURT, COMPRISING 2.3 ACRES, AND LOCATED WITHIN THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI.** Point of Contact: Ray Haydaripoor, Community Development Director.

NEW BUSINESS

4. **FIRST READING: Bill No.: 6514-19, Section XIII. AN ORDINANCE TERMINATING THE USA 800 TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA, AS CREATED BY THE USA 800 TAX INCREMENT FINANCING PLAN AND DISSOLVING THE USA 800 TAX INCREMENT FINANCING SPECIAL ALLOCATION.** Point of Contact: Missy Wilson, Assistant City Administrator.

***Staff is requesting a suspension of the rules.

5. **FIRST READING: Bill No.: 6515-19, Section VIII. AN ORDINANCE** ESTABLISHING THE ANNUAL PROPERTY TAX LEVY RATE FOR THE CITY OF RAYTOWN GENERAL OPERATING FUND AND THE PARK FUND FOR THE YEAR 2019. Point of Contact: Russ Petry, Finance Director.
6. **R-3233-19: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF A DUAL DRUM ROLLER COMPACTOR FROM MURPHY TRACTOR & EQUIPMENT OFF THE NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING CONTRACT IN AN AMOUNT NOT TO EXCEED \$37,374.00. Point of Contact: Damon Hodges, City Administrator.
7. **R-3234-19: A RESOLUTION** AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS WITH VANCE BROTHERS, INC. OFF THE COUNTY COMMISSION OF PLATTE COUNTY AGREEMENT FOR THE 2019 MICRO-SURFACING PROJECT IN AN AMOUNT NOT TO EXCEED \$100,000.00. Point of Contact: Damon Hodges, City Administrator.
8. **R-3235-19: A RESOLUTION** AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH J.M. FAHEY CONSTRUCTION COMPANY UTILIZING THE KANSAS CITY, MISSOURI CONTRACT FOR THE 2019 ASPHALT OVERLAY PROJECT IN AN AMOUNT NOT TO EXCEED \$350,000.00. Point of Contact: Damon Hodges, City Administrator.
9. **R-3236-19: A RESOLUTION** AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH QUALITY CUSTOM CONSTRUCTION OFF THE CITY OF LEE'S SUMMIT CONTRACT FOR THE 2019 CONCRETE REPAIR PROJECT IN A TOTAL AMOUNT NOT TO EXCEED \$45,125.00. Point of Contact: Damon Hodges, City Administrator.
10. **R-3237-19: A RESOLUTION** AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH QUALITY CUSTOM CONSTRUCTION OFF THE CITY OF LEE'S SUMMIT CONTRACT FOR THE 2019 CONCRETE CURB REPAIR PROJECT IN A TOTAL AMOUNT NOT TO EXCEED \$175,803.83. Point of Contact: Damon Hodges, City Administrator.
11. **R-3238-19: A RESOLUTION** AUTHORIZING AND APPROVING AN AGREEMENT WITH DUKE'S ROOT CONTROL, INC. UTILIZING THE HOUSTON-GALVESTON AREA COOPERATIVE CONTRACT IN AN AMOUNT NOT TO EXCEED \$19,659.25 FOR FISCAL YEAR 2018-2019. Point of Contact: Damon Hodges, City Administrator.
12. **R-3239-19: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF COMPUTER EQUIPMENT AND SUPPLIES FROM DELL GOVERNMENT SALES IN AN AMOUNT NOT TO EXCEED \$7,972.74 FOR FISCAL YEAR 2018-2019. Point of Contact: Damon Hodges, City Administrator.
13. **R-3240-19: A RESOLUTION** AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS WITH CDW-G FOR THE PURCHASE OF COMPUTER EQUIPMENT AND SUPPLIES IN THE AMOUNT OF \$17,027.00 FOR FISCAL YEAR 2018-2019. Point of Contact: Damon Hodges, City Administrator.

DISCUSSION ITEM

14. Sewer Rates, Alderman Greg Walters

ADJOURNMENT

**DRAFT
MINUTES**

**RAYTOWN BOARD OF ALDERMEN
SEPTEMBER 3, 2019**

REGULAR SESSION NO. 10
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
7:00 P.M.

OPENING SESSION

Mayor Michael McDonough called the September 3, 2019 Board of Aldermen meeting to order at 7:00 p.m. and Angie McNeil of the Raytown Chapel Church provided the invocation and led the pledge of allegiance.

Roll

Roll was called by Teresa Henry, City Clerk, and the attendance was as follows:

Present: Alderman Bonnaye Mims, Alderman Frank Hunt, Alderman Derek Ward, Alderman Janet Emerson, Alderman Jason Greene, Alderman Bill Van Buskirk, Alderman Greg Walters, Alderman Jim Aziere, Alderman Ryan Myers, Alderman Mary Jane Van Buskirk

Proclamations & Presentations

Mayor McDonough presented the following:

- Proclamation recognizing Raytown Day of Prayer
- Proclamation recognizing Raytown Summer Lunch Ministry
- Proclamation recognizing City SPIRIT
- Proclamation recognizing Norman Schneider

Public Comments

Alderman Greene left the dais at 7:17 p.m.

Comments were made by:

Tony Jacob, Ward 2, Raytown, MO

Alderman Mary Jane Van Buskirk left the dais at 7:18 p.m.

Doug Magers, Raytown, MO

Aldermen Greene and Mary Jane Van Buskirk returned to the dais at 7:22 p.m.

Communication from the Mayor

Mayor McDonough spoke on recent events and City business.

Communication from the City Administrator

Damon Hodges, City Administrator, provided an update on the City's current projects and plans.

Committee Reports

Comments were made by Aldermen Greene, Emerson, Bill Van Buskirk and Mims.

1. **CONSENT AGENDA**

All matters listed under the Consent Agenda are considered to be routine by the Board of Aldermen and will be enacted by one motion without separate discussion or debate. The Mayor or a member of the Board of Aldermen may request that any item be removed from the consent agenda. If there is no objection by the remaining members of the board, such item will be removed from the consent agenda and considered separately. If there is an objection, the item may only be removed by a motion and vote of the board.

Approval of the Regular August 20, 2019 Board of Aldermen meeting minutes.

Alderman Mims, seconded by Alderman Emerson, made a motion to adopt. The motion was approved by a vote of 10-0.

Ayes: Aldermen Mims, Emerson, Ward, Aziere, Hunt, Bill Van Buskirk, Walters, Mary Jane Van Buskirk, Greene, Myers

Nays: None

NEW BUSINESS

2. **FIRST READING: Bill No. 6513-19, Section XIII: AN ORDINANCE** APPROVING THE "FINAL PLAT OF TURNLEAF VILLAS" LOCATED AT 59th STREET AND HUNTER COURT, COMPRISING 2.3 ACRES, AND LOCATED WITHIN THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI. Point of Contact: Ray Haydaripoor, Community Development Director.

The ordinance was read by title only by Teresa Henry, City Clerk.

Chris Gilbert, Planning & Zoning Coordinator, presented the item and remained for any discussion.

The recommended conditions for approval from staff were read by Chris Gilbert, Planning & Zoning Coordinator.

3. **R-3229-19: A RESOLUTION** AUTHORIZING EXECUTION OF A GRANT OF DRAINAGE EASEMENT BY THE CITY AS GRANTOR TO CFT NV DEVELOPMENTS, LLC IN CONNECTION WITH CONSTRUCTION OF A STORM DRAINAGE PIPE AND CONCRETE OVERFLOW ON CITY-OWNED PROPERTY. Point of Contact: Damon Hodges, City Administrator.

The resolution was read by title only by Teresa Henry, City Clerk.

Damon Hodges, City Administrator, presented the item and remained available for any discussion.

The resolution was discussed.

Alderman Myers, seconded by Mary Jane Van Buskirk, made a motion to adopt. The motion was approved by a vote of 9-1.

Ayes: Aldermen Myers, Mary Jane Van Buskirk, Walters, Hunt, Aziere, Greene, Emerson, Bill Van Buskirk, Mims
Nays: Alderman Ward

4. **R-3230-19: A RESOLUTION** AUTHORIZING AND APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN AND KISSICK CONSTRUCTION COMPANY, INC. FOR THE 8905 E. 55TH STREET STORM SEWER PROJECT IN AN AMOUNT NOT TO EXCEED \$45,000.00. Point of Contact: Damon Hodges, City Administrator.

The resolution was read by title only by Teresa Henry, City Clerk.

Jason Hanson, City Engineer, presented the item and remained available for any discussion along with Damon Hodges, City Administrator, and Tony Mesa, Public Works Superintendent.

Alderman Mary Jane Van Buskirk, seconded by Alderman Emerson, made a motion to adopt. The motion was approved by a vote of 10-0.

Ayes: Aldermen Mary Jane Van Buskirk, Emerson, Ward, Hunt, Bill Van Buskirk, Myers, Greene, Aziere, Mims, Walters

Nays: None

5. **R-3231-19: A RESOLUTION** AUTHORIZING AND APPROVING PARTICIPATION BY THE CITY OF RAYTOWN IN THE TRAFFIC ENGINEERING ASSISTANCE PROGRAM (TEAP) THROUGH THE MISSOURI DEPARTMENT OF TRANSPORTATION. Point of Contact: Damon Hodges, City Administrator.

The resolution was read by title only by Teresa Henry, City Clerk.

Damon Hodges, City Administrator, presented the item and remained available for any discussion along with Jason Hanson, City Engineer, and Tony Mesa, Public Works Superintendent.

The resolution was discussed.

Alderman Myers, seconded by Alderman Mims, made a motion to adopt.

Discussion continued.

The motion was approved by a vote of 10-0.

Ayes: Aldermen Myers, Mims, Hunt, Greene, Emerson, Bill Van Buskirk, Ward, Walters, Aziere, Mary Jane Van Buskirk

Nays: None

6. **R-3232-19: A RESOLUTION** APPROVING A GRANT POLICY FOR THE CITY OF RAYTOWN, MISSOURI. Point of Contact: Russ Petry, Finance Director.

The resolution was read by title only by Teresa Henry, City Clerk.

Russ Petry, Finance Director, presented the item and remained available for any discussion along with Damon Hodges, City Administrator.

The resolution was discussed.

Alderman Greene, seconded by Alderman Aziere, made a motion to adopt.

Discussion continued.

The motion was approved by a vote of 10-0.

Ayes: Aldermen Greene, Aziere, Mims, Mary Jane Van Buskirk, Myers, Walters, Ward, Hunt, Bill Van Buskirk, Emerson

Nays: None

Alderman Myers, seconded by Alderman Mims, made a motion to adjourn. The motion was approved by a majority of those present.

ADJOURNMENT

The meeting adjourned at 8:04 p.m.

Teresa M. Henry, MRCC
City Clerk

CITY OF RAYTOWN
Request for Board Action

Date: September 12, 2019

Bill No.: 6508-19

To: Mayor and Board of Aldermen

Section No.: XIII

From: Chris Gilbert, Planning & Zoning Coordinator

Department Head Approval: _____

Finance Director Approval: _____ (Only if funding is requested)

City Administrator Approval: _____



Action Requested: Board of Aldermen consideration and approval of a Conditional Use Permit authorizing a Vehicle Repair (Limited) use at 9100 E. 350 Highway in a Highway Commercial (HC) zoning district.

Recommendation: Staff recommends approval as submitted. The Planning & Zoning Commission voted (7-0) to recommend approval of the Conditional Use Permit with all conditions as contained in the staff report.

Analysis: Mohamed Alsiyouhi, the applicant, has a lease agreement with the property owner, Henry Machauf, to operate a tire and minor auto repair shop in the former Auto Cool building which has been vacant since 2016. The 2-bay building was originally designed and built for minor automotive work in the 1960s or 1970s and the requested use would be consistent with the original purpose of the building and consistent with automotive work previously performed on the site. The building was continuously occupied by the most recent business, Auto Cool, from 1998 until 2016.

Several conditions of approval were attached to the Conditional Use by staff and concurred with by the Planning Commission relating to required property maintenance and upgrades to bring the property up to current code requirements. These conditions are stated in the attached Ordinance.

Alternatives: Alternatives to the recommendation of the Planning & Zoning Commission would be to approve, conditionally approve, or deny the Conditional Use Permit.

Budgetary Impact:

Not Applicable

Additional Reports Attached:

- Staff Report from July 11, 2019, Planning & Zoning Commission meeting.

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR MOHAMED ALSIYOUHI TO OPERATE A VEHICLE REPAIR (LIMITED) USE AT 9100 E. 350 HIGHWAY IN THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI

WHEREAS Application PZ-2019-03, submitted by Mohamed Alsiyouhi, and property owner Henry Machauf, of 9532 Russell, Overland Park, Kansas, for approval of a Conditional Use Permit for Vehicle Repair (Limited), for 9100 E. 350 Highway within a Highway Commercial (HC) Zone in the City of Raytown, Jackson County, Missouri, was referred to the Planning Commission; and

WHEREAS, the Planning Commission considered the application on April 4 and July 11, 2019, and by a vote of 7 in favor and 0 against rendered a report to the Board of Aldermen recommending that the Conditional Use Permit be approved; and

WHEREAS, the Board of Aldermen considered the application on August 6, 2019 and August 20, 2019, and 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 Raytown and rendered a decision to approve the Conditional Use Permit.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

SECTION 1 – APPROVAL OF CONDITIONAL USE PERMIT. That the Conditional Use Permit for Mohamed Alsiyouhi to operate a Vehicle Repair (Limited) business at 9100 E. 350 Highway, is hereby approved.

SECTION 2 – CONDITIONS OF APPROVAL. That the Conditional Use Permit for Mohamed Alsiyouhi to operate a Vehicle Repair (Limited) business at 9100 E. 350 Highway be approved subject to the following conditions as contained in the staff report and as amended and approved by the Planning Commission:

1. Parking lot and driveway throughout the property is in disrepair. It shall be repaired and then maintained in good condition at all times.
2. Parking lot shall be properly striped with 9 ft x 19.5 ft spaces for customers. Spaces shall include a single handicapped parking space accessible to the main entrance of the building that is 8 ft x 19.5 ft with an 8 ft x 19.5 ft striped unloading zone and shall have a pole sign in front of the space with the international symbol of accessibility and “van accessible” upon it.
3. Some areas on the sides and back of the building shall be scraped, primed, and painted and thenceforth maintained in good condition at all times.
4. Pieces of siding on the front of the building shall be replaced and maintained.
5. Windows are in poor condition and shall be replaced or repaired to acceptable condition.
6. Front entrance doors including the garage doors are in poor condition and shall be replaced or repaired to acceptable condition.

- 7. Tree growing from asphalt directly behind the building shall be removed.
- 8. Dumpster shall be screened from view of adjoining properties in the rear area of the lot using approved shrubbery or an enclosure constructed of materials consistent with the main building on the property.
- 9. If inoperable or unlicensed vehicles will be stored on the property, the asphalted storage area at the rear of the building shall be screened from view with an approved fence.
- 10. All signage shall be approved under separate permit.
- 11. No Certificate of Occupancy or Commercial Use Permit will be issued until all requirements of this section have been met. The property should not be occupied and used for private or public auto repair until the Commercial Use Permit and Business License to operate are issued.
- 12. Compliance with all applicable local, state and federal regulations, codes, ordinances, and laws.

SECTION 3 – REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4 – SEVERABILITY CLAUSE. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

SECTION 5 – EFFECTIVE DATE. This ordinance shall be in full force and effect from and after the date of its passage and approval.

BE IT REMEMBERED that the above was read two times by heading only, **PASSED AND ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 17th day of September, 2019.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Jennifer M. Baird, City Attorney



Staff Report

Community Development
Planning and Development Services

PZ 2019-03

To: City of Raytown Planning and Zoning Commission

From: Chris Gilbert, Planning & Zoning Coordinator

Date: July 11, 2019

Re: Application for Conditional Use Permit (Continued from April 4, 2019)

CONDITIONAL USE PERMIT APPLICATION SUMMARY

Applicant: Mohamed Alsiyouhi

Property Owner: Henry and Bella Machauf

Property Location: 9100 E 350 Highway

Request: Conditional Use Permit approval of a tire repair and minor auto repair shop

Mohamed Alsiyouhi, on behalf of property owners Henry and Bella Machauf, is requesting Conditional Use Permit (CUP) approval for a tire repair and minor auto repair shop in a Highway Commercial (HC) zoning district. Per the city's land use table, vehicle repair shops are only conditionally approved in this zoning district. The applicant is not proposing any structural or site changes be made to the existing location.

The building previously ran a business licensed under "AUTO COOL" from 8/26/1998 to 6/30/2016. Since then, the structure has sat vacant.



Figure 1 – Street view of proposed auto shop

BACKGROUND

Property's Zoning Classification	Highway Commercial (HC)
Surrounding Properties' Zoning	Highway Commercial (HC)
Surrounding Overlay	Highway 350 Corridor
Surrounding Land Use	Commercial Businesses and Single Family Homes
Designated Future Land Use	Commercial
Ward	Ward 1
Approximate Land Area	0.39 acres
Roadway Classification	Expressway

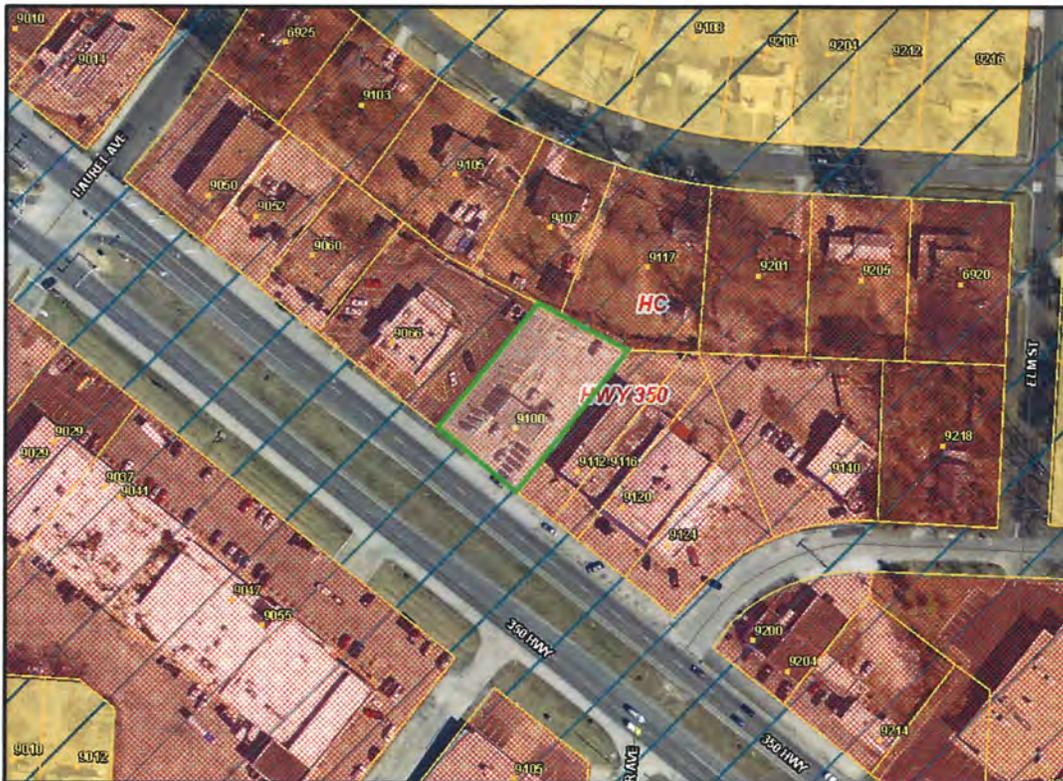


Figure 2 – Aerial view of proposed auto shop and surrounding zoning

SITE DESCRIPTION AND PRESENT USE

The building has sat vacant for approximately three years.

SURROUNDING PROPERTIES AND NEIGHBORHOOD

The structure faces 350 Highway, which is designated as an expressway by the City of Raytown. On the back side of the subject parcel, commercially zoned nonconforming homes adjoin the property. To the West of the structure, there is a fast food restaurant on the adjoining parcel (Arby's), and on the east, a variety of commercial businesses in a single long façade.



Staff Report

Community Development
Planning and Development Services

HISTORY

The building previously ran a business licensed under "AUTO COOL" from 8/26/1998 to 6/30/2016. Since then, the structure has sat vacant. The structure appears to have been built during the late 1960's / early 1970's but it is not clear what the use was prior to AUTO COOL.

PUBLIC COMMENTS

The public notice was published in *The Daily Record* on March 20, 2019, and again on June 26, 2019. Public notice letters were sent to property owners within 185 feet of the property by the applicant. The Neighborhood Information Meeting was held on March 26, 2019. To date, the Community Development Department has received no letters/calls regarding this application other than from additional prospective users who were informed that an open application for a CUP was being processed by the Planning Commission. The property was posted with a Public Hearing Notice Sign on the property in March and again in June with an updated hearing date.

ANALYSIS

In considering and making a decision on an application for a conditional use permit, consideration is required to be given by the city to the health, safety, morals, comfort and general welfare of the inhabitants of the city, including but not limited to, the following factors.

1. Stability and integrity of the various zoning districts

The parcel and all adjacent lots are zoned Highway Commercial (HC). This zoning district is designed to accommodate commercial activities that draw business from, provide services to and would benefit from a location easily accessible to a highway or arterial street. The zoning of commercial property to this district shall be for the purpose of encouraging and requiring appropriate business development and redevelopment on a quality level generally equal to or exceeding that, which prevails in the city. It is the opinion of city staff that the proposed use would maintain the stability and integrity of the Highway Commercial zoning district.

2. Conservation of property values

An improvement to neighboring property values is expected based upon the conditions of approval in this staff report that would bring the property up to code and remove the blighted look that vacant buildings typically present. The applicant and the property owner will need to figure out the cost sharing for meeting these conditions. The main impact will be the return of a business to the structure, which will prevent further decline in the condition of the property.

3. Protection against fire and casualties

Staff believes having a new business occupant that provides ongoing maintenance will make the property less subject to vandalism and arson than it does now as a vacant building.

4. Observation of general police regulations

The proposed business will not violate any general police regulations.

5. Prevention of traffic congestion

The proposed business will not increase traffic congestion beyond what is normal for an auto repair shop.



Staff Report

Community Development
Planning and Development Services

6. Promotion of traffic safety and the orderly parking of motor vehicles

The proposed business will not affect traffic safety nor the orderly parking of motor vehicles. As a repair shop, customer parking is minimal, but vehicle-awaiting-repair storage is more significant and can easily be addressed by the large asphalt storage area behind the building that may have to be screened if the applicant plans to leave unlicensed and inoperable vehicles sitting there visible to the street and adjacent properties.

7. Promotion of the safety of individuals and property

The proposed business will not affect the safety of individuals or property. To the contrary, an operating business will deter criminal activity that has a greater chance of occurring on vacant, abandoned properties.

8. Provision for adequate light and air

The proposed business will not affect the air quality of the area beyond what is normal for an automotive repair shop.

9. Prevention of overcrowding and excessive intensity of land uses

The proposed business will not affect the intensity of land uses in the area. It is an existing developed property and the proposed use is consistent with previous uses on the property.

10. Provision for public utilities and schools

The proposed business will not affect any public utilities or schools and could generate revenues that benefit the taxing entities including the school district.

11. Invasion by inappropriate uses

Staff does not view the proposed business as an inappropriate use at this location. Previous uses on the site and the building/site layout are both consistent with an auto repair business, of which there are many along 350 Highway.

12. Value, type and character of existing or authorized improvements and land uses

The property on which the proposed business would be located is developed and will require site and/or building improvements to bring the property to code that are addressed in the conditions of approval. Requiring 350 Highway Corridor standards for a reuse of an existing structure will be extremely difficult to enforce as the site is not being modified, expanded, reconstructed, etc., so as such does not require application of such standards at the present time with this application.

13. Encouragement of improvements and land uses in keeping with overall planning

As the property is a currently existing developed parcel with a structure designed specifically for automotive repair, the proposed business is consistent with overall planning principles.

14. Provision for orderly and proper renewal, development and growth

The proposed business, if approved, will reoccupy a site that has been vacant for years, resulting in blight creeping into the 350 Highway Corridor. By reutilizing the property for what it is designed for and eliminating an unsightly vacant property situation, the proposed use will contribute to the orderly and proper renewal, development and growth of the City.



RECOMMENDATION

Staff recommends approval of Case No. PZ 2019-03 – Conditional Use Permit for a tire repair and minor auto repair shop to be located at 9100 E. 350 Highway based off the completion of the following conditions:

1. No Certificate of Occupancy will be issued until all requirements of this section have been met.
2. Compliance with all applicable local, state and federal regulations, codes, ordinances, and laws.
3. Parking lot and driveway throughout the property is in disrepair. It shall be repaired and then maintained in good condition at all times.
4. Some areas on the sides and back of the building need to be scraped, primed and repainted and maintained in good condition at all times.
5. Pieces of the siding on the front of the building need to be replaced and maintained.
6. Windows are in poor condition, and will need to be repaired to acceptable condition.
7. Front entrance doors including garage doors in poor condition, will need to be repaired to acceptable condition.
8. Tree growing from asphalt in the rear of property must be removed.
9. Dumpster needs to be screened from view of adjoining properties using approved shrubbery or an enclosure in the rear of the building.
10. If inoperable or unlicensed vehicles will be stored on the property, the asphalted storage area at the rear of the building will need to be screened from view.
11. Signage approved under separate permit.
12. Follow all applicable federal, state, and local laws, rules, regulations, and guidelines.

CITY OF RAYTOWN
PLANNING & ZONING COMMISSION
MINUTES

April 3, 2019
7:00 pm

Raytown City Hall
Board of Aldermen Chambers
10000 East 59th Street
Raytown, Missouri 64133

1. Welcome by Chairperson

2. Call meeting to order and Roll Call

Wilson:	Present	Meyers:	Absent	Emerson:	Present
Bettis:	Absent	Robinson:	Present	Frazier:	Present
Stock:	Absent	Dwight:	Present	Cochran:	Present

3. Approval of March 7, 2019 Meeting Minutes

- a) Revisions – N/A
- b) Motion to approve – Mrs. Cochran
- c) Second – Mr. Frazier
- d) Additional Board Discussion – N/A
- e) Vote – Approve (5-0) – Mrs. Emerson abstained due to being absent from the meeting

4. Old Business - None

5. New Business

A. Case No.: PZ-2019-03

Applicant: Mohamed Alsiyouhi

Reason: Conditional Use Permit for a tire repair and minor auto repair shop

Introduction of Application by Chair (Mr. Wilson)

- 1. Explanation of any exparte' communication from Commission members regarding the application**
None
- 2. Enter Additional Relevant City Exhibits into the Record:**
 - a. Staff report
 - b. Conditional Use Permit Application
 - c. Application Supporting Documents
 - d. Application Permit and Receipt
 - e. Public Notice Guide
 - f. Neighborhood meeting invite, summary and sign-in sheet
 - g. Applicant's site plan and supporting plan documents

3. Introduction of Application by Staff

Director of Community Development introduces the case by explaining that Mohamed Alsiyouhi is requesting Conditional Use Permit (CUP) approval for a tire repair and minor auto repair shop in a Highway Commercial (HC) zoning district. He states that per the city's land use table, vehicle repair shops are only conditionally approved in this zoning district. The applicant is not proposing any structural or site changes be made to the existing location. Mr. Haydaripoor states that the building previously ran a business licensed under "AUTO COOL" from 8/26/1998 to 6/30/2016. Since then, the structure has sat vacant.

Mr. Haydaripoor temporarily pauses the progress of the Planning and Zoning Commission meeting to wait for applicant, Mohamed Alsiyouhi to arrive to the hearing. In the meantime, Chairman Wilson hands the floor over to Assistant City Administrator, Missy Wilson for a brief announcement.

Mrs. Wilson announces that contrary to the April 2019 PZ agenda that states there would not be a May PZ Meeting because of no new applications, the Planning and Zoning Commission will host a forum to hear about the potential planning and zoning requirement for medical marijuana. Since Missouri voted in Amendment 2 last year, the rules and regulations on this subject have not been published yet. Mrs. Wilson states that these regulations are expected in June. She adds that communities across the state are already having public hearings on the matter to address zoning from a commercial and residential standpoint.

Mrs. Wilson states that on May 2 at 7:00pm the Division Director for Medical Marijuana from the Department of Housing and Senior Services come and make a presentation to the commission. The city's legal counsel has been working on the subject for multiple clients and will also provide information prior to and during the meeting. Mrs. Wilson states that with the short amount of time between the announcement of the state's rules and regulations and the time the city's zoning changes will need to be in effect, the Planning and Zoning will be discussing the subject in advance. Mrs. Wilson announces that the public will be notified of this meeting.

Mr. Wilson asks how the turnout has been at forums that Mrs. Wilson has attended so far. Mrs. Wilson states that the turnout has been good but that some questions that the public asks did not yet have answers by state representatives, but they plan to address these issues in the final rules and regulations that will be published. Mrs. Wilson states that she does not yet have a draft of these rules and regulations but will be sure to get the commissioners what she can prior to the May 3 meeting.

Mr. Frazier asks if there are any potential applicants in Raytown as of yet. Mrs. Wilson states that the city does not have this information as interested applicants have filed with the state. According to Mrs. Wilson, the state announced in March that they have received approximately 400-450 dispensary applications and that they will only issue 192 permits.

Mr. Wilson resumes the discussion on PZ Case 2019-03 as applicant, Mohamed Alsiyouhi has arrived at the hearing.

4. Presentation of Application by Applicant

Mr. Alsiyouhi appears at the podium and announces his name and address, 8819 Eastern Avenue, Kansas City, Missouri 64138. He states that he intends to reopen the business as the same use that it was previously. Mr. Alsiyouhi states that he is not changing anything in the store, just some simple remodeling. He states that he is proposing at the shop is tire repair and minor auto repair.

Mr. Wilson asks if Mr. Alsiyouhi was able to read the conditions for approval that city staff included as part of their recommendation to the commissioners. Mr. Alsiyouhi states that he is unfamiliar. Mr. Wilson states that city staff has recommended six items as part of the approval for his application this evening. He wants to make sure the applicant has read, understood and agrees to those conditions. Mr. Haydaripoor brings the applicant a copy of the staff report and shows him the six conditions for approval that staff has included.

Mr. Alsiyouhi states that he is accepting of the six conditions and will comply. He goes on to state that currently he runs a store with his friend and has not had any issues. He states that he is confident in his ability to follow the rules.

5. Additional Staff Comments and Recommendation

Mr. Haydaripoor states that staff recommends approval of Case No. PZ 2019-03 – Conditional Use Permit for a tire repair and minor auto repair shop to be located at 9100 E. 350 Highway based off the completion of the following conditions:

1. Parking lot and driveway throughout the property is in disrepair. It shall be repaired and then maintained in good condition at all times.
2. Some areas on the sides and back of the building need to be scraped, primed and repainted and maintained in good condition at all times.
3. Pieces of the siding on the front of the building need to be replaced and maintained.
4. Trash enclosure needs to be screened from view of adjoining properties.
5. No Certificate of Occupancy will be issued until all requirements of this section have been met.
6. Compliance with all applicable local, state and federal regulations, codes, ordinances, and laws.

Mr. Haydaripoor states that with that, he will be happy to answer any questions the commissioners may have.

6. Board Discussion

Mrs. Cochran asks if Mohamed owns the property. Mr. Haydaripoor responds with no, Mr. Alsiyouhi will lease the property. Mrs. Cochran then asks whose responsibility it would be to meet the conditions for approval – the property owner or the tenant. Mr. Haydaripoor states that it is typically the owner who makes the property changes to meet the conditions for approval but it would be between the property owner and the tenant to make the agreement.

Mrs. Dwight states that it is a concern that the property owner would need to agree to the monetary things that need to be done to the property. She also states that the parking lot on the East side of the drawing is paved by Arby's and the grass area is maintained by Arby's. She states that it looks like Arby's goes to the sidewalk. Mrs. Dwight wonders how that agreement came about. She mentions that the Planning and Zoning commission required Arby's to have a sidewalk.

Mr. Haydaripoor states that half of the Arby's parking lot belongs to the property in question tonight. He mentions that there was an agreement in the past between the property owners and Arby's that the restaurant would be able to utilize the parking.

Mrs. Dwight asks for clarification on how much time a business would have to be out of business which would require them to get a CUP again, as in the case tonight. Mr. Haydaripoor states that in the Highway Commercial zoning district, that this number is six months. Since the building was vacant for about three years, the CUP needs to be renewed.

Mr. Haydaripoor reiterates that the conditions listed on the staff report for approval are property maintenance issues. If extensive work is done to the exterior of the building (unlike the minor property maintenance work recommended by city staff), the property would then need to follow the Highway 350 Corridor Design Guidelines.

Mrs. Dwight asks what makes this case different from the R & R Auto shop that the planning commission approved previously. She was under the impression that Mr. Alsiyouhi's proposed property would also need to follow the Highway 350 Corridor Design Guidelines. Mr. Haydaripoor states that because the applicant is not requesting to remodel the entire building, it does not trigger the need to follow these design guidelines, add a sidewalk or similar tasks.

Mr. Wilson mentions that he did not have the oath of truthfulness applied this evening. City Attorney, Julian Hartner swears Mr. Alsiyouhi in.

Mr. Frazier asks if the planning and zoning commission can request that the property be updated to fit the Highway 350 Corridor Design Guidelines. Mr. Haydaripoor states that the commission does have that power. They can add or take away conditions that city staff has set forth. Mr. Frazier asks if city staff will approve the location of the trash enclosure. Mr. Haydaripoor says that the trash enclosure is required to be screened by shrubbery or an actual enclosure. Mr. Frazier states he visited the site and noticed the rear property line.

Mrs. Dwight asks if someone were to buy the property next door and start a new business after two or three years of vacancy, would they not need to follow the Highway 350 Corridor Design Guidelines. If the applicant were to request to make exterior renovations, it would trigger the need to follow the guidelines. Mr. Haydaripoor states that Mrs. Dwight's statement is true.

Mr. Wilson asks for additional comments from the commission. None appear.

7. Board Decision to Approve, Conditionally Approve or Deny the Application

- a. Motion – Mrs. Emerson motions to approve with the six conditions recommended by staff.
- b. Second – Mr. Robinson seconds the motion.
- c. Additional Board Discussion –
Mrs. Dwight is concerned with the Highway 350 Corridor Design Guidelines not applying to this site. She also wonders what city staff is meaning by maintaining the property in good condition. What would constitute as good condition. Mrs. Dwight wonders how the property will look in 20 or so years if the surrounding properties are required to follow the Guidelines and this one is not.

Mr. Wilson asks how long the Conditional Use Permit (CUP) would be good for. Mr. Haydaripoor states that staff did not set a time limit but is willing to hear the commissioners' opinions on the matter.

Mr. Wilson states that had the business not sat vacant, the case would not have come to the Planning Commission and it would have only been handled in the business licensing department. Mr. Wilson states that the changing over of tenants on the 350 Highway corridor happens frequently and that it is the commissioners responsibility to regulate this.

Mrs. Dwight brings up the Tint Zone property where the applicant agreed to the conditions of city staff, but the commission brought the property owner to the next meeting to get their official approval of the recommended approval conditions.

Mr. Alsiyouhi states that the property has been sitting vacant for three years and that if he were to be able to start his business, the property would not continue to decline as he will be up keeping it. He then states that he may not be able to do everything the commission is requesting, as it would be the property owner's responsibility. He says he would upkeep the property to the best of his ability. He says as he does not own the property, he will not speak on the property owner's behalf.

Mr. Wilson states that the commission is struggling with the fact of approval without hearing from the property owner.

Mrs. Cochran asks that even if the business does not get approved and begin in the property, city staff is now aware of these property maintenance violations and they would need to be resolved. Mr. Haydaripoor agrees with her statement. Mr. Haydaripoor states that staff provided Mr. Alsiyouhi with the packet including the six recommended conditions for approval. He is unsure if that was shared and/or discussed with the property owners.

Mr. Haydaripoor recommends that the commission may request a letter from the property owner agreeing to follow the six conditions. Mrs. Dwight mentions that if they approve the CUP tonight, there is no incentive to get the building up to code. If they were to require the property owner to make the changes then obtain the CUP. Several members of the commission state that they agree.

Mr. Frazier states that since they are discussing property maintenance issues, there should be a condition that the property owner needs to approve the recommendations. He states that overall, they should try and require making the property meet as many design guidelines as they can. Mr. Frazier states that whether or not they approve the CUP, the property owner should be getting a property maintenance violation letter in the mail soon. He suggests that the applicant and property owner get together to figure out which design guidelines they can meet and come back to the commission with that information.

Mr. Wilson states that with all of the talk, he would ask the commission to consider rescinding the motion and second for approval of the case and rather continue the case to the next meeting that is appropriate as determined by city staff.

Mrs. Emerson and Mr. Robinson rescind their motion and second.

Mr. Wilson states that Case PZ 2019-03 will be continued to the next available PZ meeting giving the applicant and property owner the chance to discuss the recommendations staff is recommending, costs and design guidelines they would be able to meet.

- d. Motion - Mr. Frazier motions to continue Case PZ 2019-03 to the next available planning and zoning meeting.
- e. Second – Mrs. Cochran seconds the motion.
- f. Additional Board Discussion –
Mrs. Dwight suggests the applicant and property owner be provided with the Highway 350 Corridor Design Guidelines and a copy of their property maintenance violations. She would also like city staff to revisit the agreement between Arby's and the property owner.

Mr. Haydaripoor states that he has not seen the agreement. He has heard it second hand from other members of city staff.

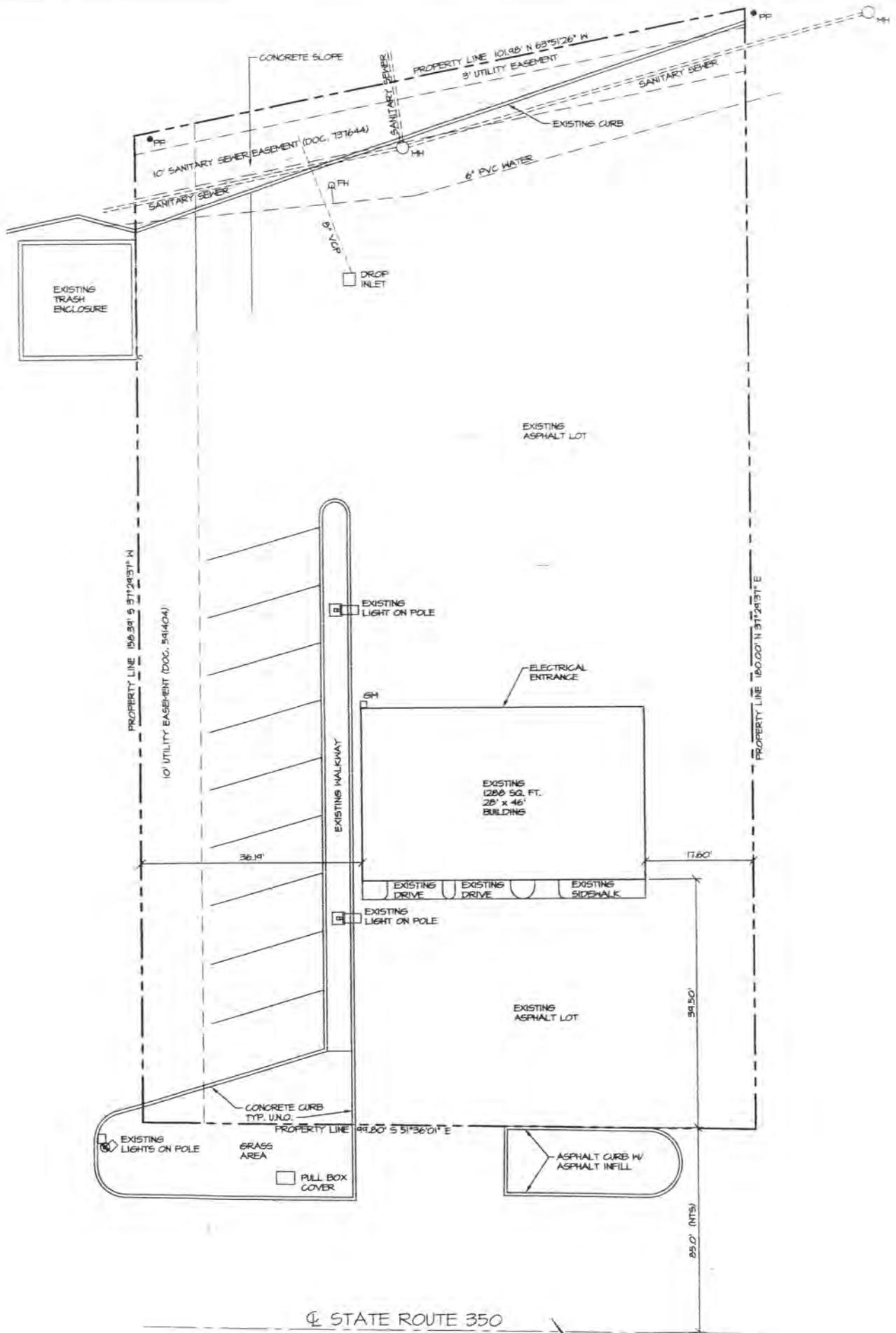
Mrs. Dwight asks that that agreement also be sent back to the commissioners for review.

- g. Vote (6-0) – Motion continues unanimously.

6. Other Business- None

8. Set Future Meeting Date - Thursday, May 2, 2019 at 7:00 PM

9. Adjourn



STATE ROUTE 350

EXISTING SITE PLAN
SCALE: 1" = 10'



Case Number _____
Date Received 11/14/18
Map Page _____

**CITY OF RAYTOWN
APPLICATION FOR CONDITIONAL USE PERMIT**

PART I Background Information

1. This request applies to property at the following address:

9100 E. 350 Hwy

2. The name(s), address(es), and phone number(s) of the property owners: (As listed on the deed)

Name	Address	Phone
<u>Henry and Bella Machauf</u>	<u>9532 Russell St. Shawnee mission, KS 66212</u>	

3. We, the property owner(s), do hereby appoint the following person as our agent during consideration of our request:

Name	Address	Phone/Email
<u>HENRY MACHAUF</u>	<u>9532 Russell, O.P. KS 66212</u>	<u>913-648-4183</u>

4. The property is currently being used for the following purposes:

vacant

5. Zoning classification of the property: High Commercial HC

6. Specify the use desired for the property: Tire repairs and minor auto repairs

7. Please list all existing structures and their heights located on the property:

<u>Structure</u>	<u>Height</u>
_____	_____
_____	_____

8. We, the undersigned, do hereby authorize the submission of this application and associated documents, and do hereby certify that all the information contained therein is true and correct. (Signatures of property owners)

<u>Shawn D. Al</u>	<u>11/14/18</u>	<u>Henry Machauf</u>
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AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI
COUNTY OF JACKSON

} S.S.

Page 1 of 1

Before the undersigned Notary Public personally appeared Chanel Jones on behalf of THE DAILY RECORD, KANSAS CITY who, being duly sworn, attests that said newspaper is qualified under the provisions of Missouri law governing public notices to publish, and did so publish, the notice annexed hereto, starting with the June 26, 2019 edition and ending with the June 26, 2019 edition, for a total of 1 publications:

06/26/2019

Notice of Public Hearing

The Community Development Department has received an application for a Conditional Use Permit for an auto/tire repair shop for the property at 9100 E. 350 Highway in Raytown, Missouri.

A public hearing to consider this application will be held by the Raytown Planning & Zoning Commission at 7:00pm on Thursday July 11, 2019.

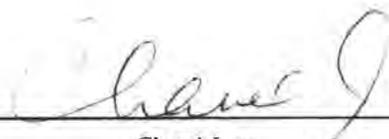
The Raytown Board of Aldermen will also hold public hearings regarding the above-described application tentatively scheduled for 7:00pm on Tuesday, August 6, 2019 and 7:00pm on Tuesday, August 20, 2019.

Both public hearings will take place in the Council Chambers at Raytown City Hall located at 10000 E. 59th St. Raytown, MO 64133.

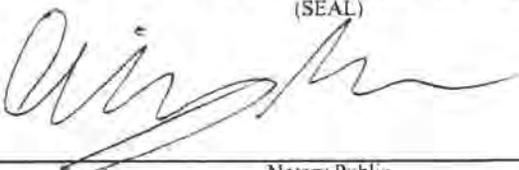
The public is invited to attend the public hearing to ask questions and provide comment regarding this application. Additional information regarding this application can be obtained from the Department of Community Development located in Raytown City Hall at 10000 East 59th Street, by telephone at (816) 737-6059 or by e-mail at chrisg@raytown.mo.us.

If you will require any special accommodation (i.e., qualified interpreter, large print, reader, hearing assistance) in order to attend either of these public hearings, please notify the Department of Community Development at Raytown City Hall at (816) 737-6014 no later than 48 hours prior to the applicable public hearing date.

11761380 Jackson Jun, 26, 2019


Chanel Jones

Subscribed & sworn before me this 26th day of Jun, 2019
(SEAL)


Notary Public



CITY OF RAYTOWN
Request for Board Action

Date: September 12, 2019 **Bill No.:** 6513-19
To: Mayor and Board of Aldermen **Section No.:** XIII
From: Chris Gilbert, Planning & Zoning Coordinator

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____



Action Requested: Board of Aldermen consideration and approval of the “Final Plat of Turnleaf Villas”, located at 59th Street and Hunter Court, comprising 2.3 acres, being a replat of part of Blue Ridge Villas Subdivision.

Recommendation: Staff recommends approval as submitted. The Planning & Zoning Commission voted (6-0) to recommend approval of the Final Plat with all conditions contained in the staff report.

Analysis: The “Final Plat of Turnleaf Villas”, located at 59th Street and Hunter Court and comprising 2.3 acres, is a replatting of the existing Blue Ridge Villas Subdivision. This is being done in advance of an effort by the developer, Ivan Chiang of Four Gem Properties, LLC, to complete development of the area by moving lot lines and easement locations to better accommodate the already approved senior care facilities and to eliminate the individual ownership parcels for the remaining unbuilt condominium units.

Public works has no additional requirements for utilities or roadway construction as all these improvements are already in place, including the private street, the common space with gazebo and sewer stubs, and no bonding for improvements installation is necessary. Hunter Court was constructed to then-existing design standards in 2005, which included a 20 foot roadway width, but current Fire Code now requires either a 24-foot width or the street to be signed for “No Parking” and enforced by the Homeowner’s Association (HoA). Posting the street was the chosen option by the Developer and enforcement on the private street will be required as part of the HoA’s responsibilities. The Developer is also required to update the HoA documents to include the entirety of both the proposed Turnleaf Villas and the remaining portions of Blue Ridge Villas not included in this plat. This revised document will be reviewed by staff to ensure it addresses these aforementioned issues and will then be recorded with the plat.

Several conditions of approval were attached to the Final Plat by staff and concurred with by the Planning Commission. These conditions are stated in the attached Ordinance.

Alternatives: Alternatives to the recommendation of the Planning & Zoning Commission would be to approve, conditionally approve, or deny the Final Plat.

Budgetary Impact:

Not Applicable

Additional Reports Attached:

- Staff Report from August 15, 2019, Planning & Zoning Commission meeting.

AN ORDINANCE APPROVING THE “FINAL PLAT OF TURNLEAF VILLAS” LOCATED AT 59th STREET AND HUNTER COURT, COMPRISING 2.3 ACRES, AND LOCATED WITHIN THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI

WHEREAS Application PZ-2019-06, submitted by Ivan Chiang of Four Gem Homes, LLC, for approval of the “Final Plat of Turnleaf Villas” located at 59th Street and Hunter Court and comprising 2.3 acres within the City of Raytown, Jackson County, Missouri, was referred to the Planning Commission; and

WHEREAS, the Planning Commission considered the application on August 15, 2019, and by a vote of 6 in favor and 0 against rendered a report to the Board of Aldermen recommending that the “Final Plat of Turnleaf Villas” be approved; and

WHEREAS, the Board of Aldermen considered the application on September 3, 2019 and September 17, 2019, and 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 Raytown and rendered a decision to approve the “Final Plat of Turnleaf Villas”

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

SECTION 1 – APPROVAL OF FINAL PLAT That the “Final Plat of Turnleaf Villas”, is hereby approved.

SECTION 2 – CONDITIONS OF APPROVAL
That the “Final Plat of Turnleaf Villas” be approved subject to the following conditions as contained in the staff report and as amended and approved by the Planning Commission:

1. Place permanent monuments, pins, or markers at all property corners within Raytown City Limits.
2. The public access easement is described twice below legal description on the plat. Please combine into one.
3. Place more A/E identifiers around Lot D on the plat to reduce confusion.
4. No public improvements are required per Raytown City Engineer, as private street and sewers already exist on Hunter Court.
5. Property owner is to provide an updated copy of the Homeowners Association (HoA) Covenants that incorporates all of the land contained within both the remaining lots of the original Blue Ridge Villas plat and the new lots contained within the Turnleaf Villas plat into one document that benefits all residents of both plats. Additionally the document will require the HoA to post and enforce the “No Parking” signage along Hunter Court, a private street, to meet Fire District requirements. This document will be recorded at Jackson County with the plats upon approval by the city.
6. Submit seven copies of the final subdivision plat of which four will be paper prints and three will be Mylar prints. All seven copies shall carry the original signatures of the owner or owners and acknowledgement by a notary public.
7. Compliance with all applicable local, state and federal regulations, codes, ordinances, and laws.

SECTION 3 – REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4 – SEVERABILITY CLAUSE. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

SECTION 5 – EFFECTIVE DATE. This ordinance shall be in full force and effect from and after the date of its passage and approval.

BE IT REMEMBERED that the above was read two times by heading only, **PASSED AND ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 17th day of September, 2019.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Jennifer M. Baird, City Attorney



Staff Report

Community Development
Planning and Development Services

PZ 2019-06

To: City of Raytown Planning and Zoning Commission

From: Chris Gilbert, Planning & Zoning Coordinator

Date: August 1, 2019

Re: Application for Final Plat Approval

PLAT APPLICATION SUMMARY

Applicant: Four Gem Homes, LLC, Fullerton, California

Project: Turnleaf Villas, Replat of Part of Blue Ridge Villas

Property Location: Hunter Court north of 59th Street

Request: For approval of a Final Plat replatting part of Blue Ridge Villas into 4 lots.

SITE DATA

Legal Description is attached with Application Supporting Documentation. Entire site being platted is 2.3 acres.

Land Use Data	
Surrounding Zoning	South: Low Density Residential
	North: Low Density Residential
	West: Medium Density Residential
	East: Low Density Residential
Ward(s)	Ward 3
Approximate Land Area	2.3 Acres

ZONING AND CURRENT USES OF NEARBY PROPERTY

The following provides an overview of the zoning and existing land uses on properties surrounding the subject area:

	<u>ZONING</u>	<u>EXISTING LAND USES</u>
South:	R-1	Single Family Homes
North:	R-1	Single Family Homes
East:	R-1	Single Family Homes
West:	R-2	Duplex Homes



Location of Turnleaf Villas

BACKGROUND

The Blue Ridge Villas project was approved in 2005 by the City and all public improvements were installed, but only 7 townhome units were ever built, all at the southern end of the private street, Hunter Court. The present owners of the Blue Ridge Villas property, Ivan Chiang and Four Gem Homes, have recently gotten City approval of an application filed in 2017 for a senior care facility that will be located on the proposed new Lot B.

Consistent with the original Planned Development Plan for Blue Ridge Villas, the owner/applicant now intends to eliminate the building ownership footprints with this plat that lay underneath the 4-plex units he plans to build so they can be rented instead of sold. The owner/applicant does not believe that newly constructed townhomes are saleable in the current housing market in Raytown. The same style and number of units will be constructed as originally planned, except for those replaced by the senior care facility. The plat will also move an easement for the gazebo to a more suitable location to fit the overall development.



Staff Report

Community Development
Planning and Development Services

The owner/applicant also owns the Homes Association at the moment so has the power to combine the new platted lots in with the remaining lots of the Blue Ridge Villas plat to the south that already exist as owner-occupied townhome units.

SITE DESCRIPTION AND PRESENT USE

The property to be platted is approximately 2.3 acres in size, has a private street already constructed and a common area gazebo in an island on Hunter Court. All of the property contained in the plat area is vacant land other than these aforementioned public improvements.

SURROUNDING PROPERTIES AND NEIGHBORHOOD

The neighborhood around the proposed plat is occupied primarily by low density residential uses. Some medium density residential exists to the west and a few units of the Blue Ridge Villas original plat exist to the immediate south.

FINDINGS OF FACT

1. Conformance to the City of Raytown Ordinances

Staff has reviewed the submitted final plat with respect to the City of Raytown Subdivision Regulations (Chapter 36) and Zoning Regulations (Chapter 50). Staff has determined that the final plat does meet City of Raytown regulations as pertains to the 2.3 acres of land actually within the plat.

2. Suitability of the land for subdivision development

The 2.3 acres within the plat area is vacant and all improvements are installed already.

3. Consistency with adjoining uses and platted property

Adjoining uses are mostly single family with some two family. The plat is overlaid by a previously approved Planned Development and the accompanying plan specifically identifies what can be done on the property. This plat is consistent with the plan, as amended.

4. Adequacy of public facilities and utilities to serve the proposed development

The plat area is undeveloped but currently served by all public facilities and utilities. The existing public facilities and utilities are adequate for the planned future development per the City Engineer.

5. Consideration of planning principles on site including lot layout and topography

The topography of the site does not present any issues. Lot layout is in accordance with the originally approved Planned Development plan and the original Blue Ridge Villas Plat.

RECOMMENDATION

Staff recommends approval of Case No. PZ 2019-06, Turnleaf Villas Final Plat, based on the conditions stated below:



Staff Report

Community Development
Planning and Development Services

1. Place permanent monuments, pins, or markers at all property corners within Raytown City Limits.
2. The public access easement is described twice below legal description. Please combine into one.
3. Place more A/E identifiers around Lot D to reduce confusion.
4. No public improvements are required per Raytown City Engineer, as private street and sewers already exist on Hunter Court.
5. Property owner is to provide an updated copy of the Homeowners Association Covenants that incorporates all of the land contained within both the remaining lots of the original Blue Ridge Villas plat and the new lots contained within the Turnleaf Villas plat into one document that benefits all residents of both plats. This document will be recorded at Jackson County with the plats upon approval by the city.
6. Submit seven copies of the final subdivision plat of which four will be paper prints and three will be Mylar prints. All seven copies shall carry the original signatures of the owner or owners and acknowledgement by a notary public.

Attachments:

Final Plat, Blue Ridge Villas

Final Plat, Turnleaf Villas

Original Development Plan, 2005

Application

DRAFT
CITY OF RAYTOWN
PLANNING & ZONING COMMISSION
MINUTES

August 15, 2019
7:00 pm

Raytown City Hall
Board of Aldermen Chambers
10000 East 59th Street
Raytown, Missouri 64133

1. Welcome by Chairperson (Chairman Wilson)

2. Call meeting to order and Roll Call

Wilson:	Present	Thurman:	Absent	Emerson:	Present
Bettis:	Absent	Robinson:	Present	Frazier:	Present
Stock:	Present	Dwight:	Present		

3. Approval of July 11, 2019 Meeting Minutes

- a) Revisions – N/A
- b) Motion to approve – Mr. Frazier
- c) Second – Ms. Stock
- d) Additional Board Discussion – N/A
- e) Vote – Approve (6-0-0)

4. Old Business: None

5. New Business

A. Case No.: PZ-2019-06 <Non-Public Hearing>

Applicant: Scott Chrisman, Anderson Engineering, on behalf of Four Gem Homes, LLC
Reason: Approval of the Final Plat, "Turnleaf Villas", being a replat of part of Blue Ridge Villas, located at 59th Street and Hunter Court.

Introduction of Application by Vice Chair (Mr. Bettis)

1. Explanation of any exparte' communication from Commission members regarding the application

No exparte communications reported.

2. Enter Additional Relevant City Exhibits into the Record:

- a. Staff report
- b. Application and Supporting Documents
- c. Final Plat of "Turnleaf Villas"

3. Introduction of Application by Staff

Chris Gilbert, Planning & Zoning Coordinator, provided the staff report for the application, showing site location and surrounding zoning, and the final plat. Mr. Gilbert explained that the replat was necessary to eliminate condominium ownership lines and to move a utility easement to facilitate completion of the unbuilt portion of Blue Ridge Villas as senior townhomes and care facilities. Mr. Gilbert said the property owner, who also is President of the Homes Association, would be required to provide an updated set of Covenants and Restrictions that benefits not just the residents of Turnleaf Villas, but also the existing 7 condominiums within Blue Ridge Villas, and they would be responsible for enforcing the no parking requirement along the private Hunter Court. Mr. Gilbert provided the recommendation that the Final Plat be recommended for approval with the conditions of approval listed in the staff report.

Ms. Stock asked Scott Chrisman, representing the owner, if he understood the conditions of approval. He said that he did.

Ms. Dwight asked if the 2005 conditions of approval would be enforced. Mr. Gilbert said the development was constructed except for the condominiums and the plat was being modified to permit the condominiums to become senior occupied rental townhomes instead. Mr. Gilbert pointed to City approval of the Development Plan change to permit two care facilities for seniors, including an Alzheimer's unit, to be located in the northeast corner of the plat.

A discussion ensued over parking on the narrow private street, who would enforce it, and how the two senior care facilities would look and if they could design enough parking to serve them without causing on street parking problems or significantly reduce open space in the development. A motion ensued:

- a. Motion – Ms. Dwight moved to direct staff to return the final site plan(s) for the senior care facilities to the planning Commission for approval once they are submitted for review.
- b. Second – Ms. Stock
- c. Vote (4-2) – Motion passes.

4. Board Decision to Approve, Conditionally Approve or Deny the Application

- a. Motion – Ms. Stock moved to recommend approval of the Final Plat based upon the recommendations in the staff report.
- b. Second – Mr. Frazier
- c. Vote (6-0) – Motion passes unanimously.

6. Other Business

A. Receiving Electronic Packets.

Mr. Gilbert took a poll of the commissioners of which preferred to get the packets emailed to them instead of paper deliveries. Commissioners Frazier, Dwight, and Wilson opted for electronic, Emerson, Robinson, and Stark for paper deliveries.

7. Future Meeting Date – Thursday, September 5, 2019 at 7:00 PM. The Planning Commission agreed by consensus to use the September 5, 2019, meeting to discuss possible zoning management criteria related to the moratorium placed on Smoke Shops, Convenience Stores, and Liquor Stores by the Board of Aldermen on May 21st, 2019.

8. Adjourn Ms. Stock, Ms. Dwight second, 6-0 approval to adjourn at 7:51 PM

CITY OF RAYTOWN
Request for Board Action

Date: September 12, 2019
To: Mayor and Board of Aldermen
From: Missy Wilson, Assistant City Administrator

Bill No.: 6514-19
Section No. XIII

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____

Action Requested: Approve ordinance to terminate the USA 800 Tax Increment Financing Plan, the Redevelopment Project Area, and dissolve the USA 800 TIF Special Allocation Fund.

Recommendation: Approve the ordinance.

Analysis: City Staff have determined that all monies owed the developer have been paid, and it is now time to terminate the plan and project, and dissolve the TIF special allocation fund to allow future property taxes to be paid to the taxing districts.

The USA 800 TIF Plan and Redevelopment Project were created by Ordinance No. 4301-97, as a pay-as-you-go project, with a life of 23 years. The approved plan identified the developer had 23 years from the date of adoption of the ordinance approving the project to complete the project improvements and be reimbursed eligible costs. This plan was scheduled to expire in 2020. However, the TIF is expiring early due to better than projected results.

The approved TIF project included but not limited to, the developer bringing forth the following improvements: the purchase of three (3) lots adjacent to the existing complex at 6608 Raytown Road, the construction of a new 21,000 sq.ft. building, construction of an overhead walkway, construction of parking and the necessary public improvements as required by the City.

The original TIF plan identified the developer would be eligible to be reimbursed \$350,000 plus interest. As of May 2019, the City reimbursed the developer the full \$350,000 plus interest of \$481,195.

The eligible reimbursable expenses included but were not limited to, architect/engineer services, building permits, acquisition costs, fire prevention, excavation, site preparation, parking lot construction and lighting, exterior drainage, sod and landscaping, construction of curbs, and TIF cost. The Development Agreement allowed the developer 9.5% interest for an equity funded redevelopment project.

Should the termination be approved, it is estimated the City would receive \$41,684.26 in additional property tax payments from the payment of the 2019 real property taxes.

Staff requests the rules be suspended so the matter can be voted on at the September 17, 2019 meeting.

Budgetary Impact: This application does not require the city to provide any funding.

Not Applicable

AN ORDINANCE TERMINATING THE USA 800 TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA, AS CREATED BY THE USA 800 TAX INCREMENT FINANCING PLAN AND DISSOLVING THE USA 800 TAX INCREMENT FINANCING SPECIAL ALLOCATION FUND

WHEREAS, on August 5, 1997 the Board of Aldermen adopted Ordinance No. 4301-97, approving the USA 800 Tax Increment Financing Plan (“Redevelopment Plan”) in an area described in the Redevelopment Plan (the “Redevelopment Area”), selecting USA 800, Inc. (the “Developer”) as the developer; approving the USA 800 Redevelopment Project (“Project”), and declaring the Redevelopment Area a Conservation area; and

WHEREAS, all costs of the Redevelopment Project have been paid; and

WHEREAS, all excess moneys remaining in the Special Allocation Fund shall be paid to the Jackson County Collector for payment to the taxing districts impacted by the USA 800 redevelopment project area, in accordance with Section 99.845 and 99.850 of the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.80 to 99.865 of the Revised Statutes of Missouri, as amended, (the “Act”); and

WHEREAS, the Board of Aldermen desires to make clear that the tax increment financing for the Redevelopment Plan and the designation of the Redevelopment Area of the Redevelopment Plan is terminated and direct the City Clerk to send copies of this ordinance to Jackson County.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, JACKSON COUNTY AS FOLLOWS:

SECTION 1 - TERMINATION OF PLAN AND REDEVELOPMENT AREA. Based upon the foregoing recitals, the Board of Aldermen hereby terminates the USA 800 Tax Increment Financing Plan and the USA 800 Project as a “redevelopment area” pursuant to Section 99.850 of the Act.

SECTION 2 – NOTIFICATIONS. The City Clerk is hereby directed to send copies of this ordinance to Jackson County.

SECTION 3 – SPECIAL ALLOCATION FUND. The City hereby dissolves the USA 800 Tax Increment Financing Special Allocation Fund, into which the incremental real estate taxes for the USA 800 redevelopment project area have been paid pursuant to Section 99.850 of the Act. Any monies remaining in the USA 800 Tax Increment Financing Special Allocation Fund at its dissolution are hereby designated surplus, and shall be paid to the Jackson County Collector for payment to the taxing districts impacted by the USA 800 redevelopment project area, in the same manner and proportion as the most recent distribution by the Jackson County Collector to those taxing districts of real property taxes from the real property in the USA 800 TIF District, all in accordance with Section 99.850 of the Act.

SECTION 4 – REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5 – SEVERABILITY CLAUSE. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

SECTION 6 – EFFECTIVE DATE. This ordinance shall be in full force and effect from and after the date of its passage and approval.

BE IT REMEMBERED that the above was read two times by heading only, **PASSED AND ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 17th day of September, 2019.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Jennifer M. Baird, City Attorney

**CITY OF RAYTOWN
Request for Board Action**

Date: September 12, 2019
To: Mayor and Board of Aldermen
From: Russ Petry, Finance Director

Bill No.: 6515-19
Section No.: VIII

Department Head Approval: _____

City Administrator Approval: _____

=====

Action Requested: Establish the 2019 Property Tax Levies.

Analysis: There is a need to establish the Property Tax Levy rates prior to October 1, 2019.

The City has received its notice of 2019 Assessed Valuation from the County. Finance has recalculated the levy rates using the formula supplied by the State Auditor's Office. These calculations indicate the City could levy a rate of \$0.3090 per \$100.00 assessed valuation for general city operations and a rate of \$0.1540 per \$100.00 assessed valuation for park operations. The 2019 proposed combined rate represents a reduction from the 2018 rate. According to Zillow the median home value for Raytown is approximately \$125,200. The total taxes collected for the City and Parks on the median home would be \$579.68 for each year.

The Adjusted Assessed Valuation:

- Real Estate values increased by \$48,166,136 or 18.38% from last year's amounts for a 2019 value of \$310,229,646;
- Personal property value decreased by \$4,197,540 or 6.2% from last year's amounts for a 2019 value of \$63,599,677.

Based on the assessed valuation and the proposed mill levy, staff is projecting that approximately \$1,154,600 will be generated for the General Fund and approximately \$576,123 will be generated for the Park Fund, which equates to a 1.9% increase for both General Fund and Parks Fund.

In accordance with State law, the City must hold a public hearing on the establishment of the levy rate prior to passage of the ordinance approving the 2019 rates. Notice for this public hearing must be published in the newspaper prior to the meeting date. The public hearing on this matter will take place on September 24, 2019.

Alternatives: None. This is a calculation required by State Law.

Additional Reports Attached:

- 1) 2019 Revised Assessed Valuation reports from the County
- 2) MO State Auditor's Office Tax Rate Pro Forma

AN ORDINANCE ESTABLISHING THE ANNUAL PROPERTY TAX LEVY RATE FOR THE CITY OF RAYTOWN GENERAL OPERATING FUND AND THE PARK FUND FOR THE YEAR 2019

WHEREAS, pursuant to the provisions of Chapters 67 and 94, Sections 67.110, 94.100, and 94.330 of the Revised Statutes of the State of Missouri, the rate for the levy of taxes must be established for the year 2019 on all taxable realty and tangible personal properties situated in the City of Raytown, Missouri, for the maintenance and operation of the City government and services to the citizens of Raytown; and

WHEREAS, the rate for the levy of taxes for the year 2019 has been calculated by the Director of Finance in accordance with the Missouri Constitution and Statutes; and

WHEREAS, a Public Hearing on the proposed tax levy required by Section 67.110 RSMo. was held on September 24, 2019, after publication of required notice; and

WHEREAS, the Board of Aldermen find it is in the best interest of the citizens of the City of Raytown to set the City of Raytown's 2019 Property Tax Levy at 30.90 cents (\$0.3090) per one hundred dollars (\$100.00) assessed valuation for general City Operations and at 15.40 cents (\$0.1540) per one hundred dollars (\$100.00) assessed valuation for Park Operations.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

SECTION 1 – GENERAL CITY OPERATING TAX RATE LEVY FOR 2019 ESTABLISHED. That the rate of levy of tax for the year 2019 on all taxable realty and tangible personal property within the City of Raytown, Missouri, is hereby established at 30.90/100 cents (\$0.3090) per one hundred dollars (\$100.00) assessed valuation for general expenses incurred by the City.

SECTION 2 – PARK TAX RATE LEVY FOR 2019 ESTABLISHED. That the rate of levy of tax for the year 2019 on all tangible realty and tangible personal property within the City of Raytown, Missouri, is hereby established at 15.40/100 cents (\$0.1540) per one hundred dollars (\$100.00) valuation for the purpose of a park fund to keep, maintain and further develop a system of public parks.

SECTION 3 – PROPERTY TAX LEVIED. That the aforesaid taxes, hereinafter referred to are hereby levied on all taxable realty and tangible personal property within the City of Raytown, Missouri for the year 2019 the same being due and payable on November 1, 2019, and delinquent on January 1, 2020, pursuant to Section 94.300 of the Revised Statutes of the State of Missouri.

SECTION 4 – REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5 – SEVERABILITY CLAUSE. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

SECTION 6 – EFFECTIVE DATE. This ordinance shall be in full force and effect from and after the date of its passage and approval.

BE IT REMEMBERED that the above was read two times by heading only, **PASSED AND ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri this ____ day of September, 2019.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Jennifer M. Baird, City Attorney



**COUNTY LEGISLATURE
JACKSON COUNTY, MISSOURI**

Jackson County
Courthouse
415 E. 12th Street
Kansas City, MO
64106
816-881-3242

NOTICE OF 2019
AGGREGATE ASSESSED VALUATION
FOR

**POLITICAL SUBDIVISIONS
OTHER THAN SCHOOL DISTRICTS**

As required by Section 137.245.3 RSMo., I, Mary Jo Spino, County Clerk of Jackson County, State of Missouri, do hereby certify that the following is the aggregate assessed valuation in Jackson County of...

City of Raytown

a political subdivision, for the year 2019, as shown on the Jackson County Assessment Rolls, plus Railroad and Utility valuations as reported by the State Tax Commission.

RECEIVED
SEP 05 2019
CITY OF RAYTOWN

REAL PROPERTY \$ **301,737,883**

	<u>County Assessment Rolls</u>		<u>Locally Assessed RR & Utility</u>		<u>Total</u>
Residential	\$ 244,284,192	+	N/A	=	\$ 244,284,192
Agricultural & Horticultural	\$ 28,612	+	N/A	=	\$ 28,612
Commercial	\$ <u>55,889,248</u>	+	\$ <u>1,535,831</u>	=	\$ <u>57,425,079</u>
	\$ 300,202,052	+	\$ 1,535,831	=	\$ 301,737,883

NEW CONSTRUCTION

Residential	\$ 165,437
Ag & Hort	\$
<u>Commercial</u>	\$ <u>42,761</u>
TOTAL	\$ 208,198

Note: The Amount of "New Construction" Value(s) are included above

The Non-Taxable Amount of "Abatement and/or TIF" Value(s) are not included above

PERSONAL PROPERTY \$ **62,279,349**

	<u>County Assessment Roll</u>		<u>Locally Assessed RR & Utility</u>		<u>Total</u>
"PP-B" Personal Property – Business	\$ 18,887,471	+	\$ 379,328	=	\$ 19,266,799
"PP-I" Personal Property - Individual	\$ <u>43,012,550</u>	+	N/A	=	\$ <u>43,012,550</u>
	\$ 61,900,021	+	\$ 379,328	=	\$ 62,279,349

STATE ASSESSED – REAL PROPERTY \$ **8,491,763**

STATE ASSESSED – PERSONAL PROPERTY \$ **1,320,328**

TOTAL CURRENT VALUATION \$ **373,829,323**

This information is transmitted to assist you in complying with Section 67.110 RSMo., which requires that notice be given and public hearings held before tax rates are set.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the County of Jackson, at my Office in Kansas City, Missouri, this 3rd day of September, 2019.



Mary Jo Spino

Mary Jo Spino Clerk



**ASSESSMENT DEPARTMENT
JACKSON COUNTY, MISSOURI**

Jackson County
Courthouse
415 E. 12th Street
Kansas City, MO
64106
816-881-3239

NOTICE OF 2019
AGGREGATE ASSESSED VALUATION
OF TAX INCREMENT FINANCED PROPERTY

CITY - RAYTOWN

For the year 2019, as shown on the Jackson County Assessment Rolls.

	<u>TIF VALUES</u>	
Residential	\$	4,482
Ag & Hort	\$	0
Commercial	\$	5,985,646

TOTAL TIF INCREMENT..... \$ 5,990,128

	<u>NEW CONSTRUCTION TIF</u>	
Residential	\$	0
Ag & Hort	\$	0
<u>Commercial</u>	\$	<u>166,259</u>
TOTAL	\$	166,259

Note: The amount of "New Construction TIF"
is included above.



NICOLE GALLOWAY, CPA
Missouri State Auditor

MEMORANDUM

September 06, 2019

TO: 09-048-0015 City of Raytown
RE: Setting of 2019 Property Tax Rates

The following are the tax rate computational forms that have been reviewed. Please follow the steps below to complete the process of setting your 2019 Property Tax Rate(s).

1. **Lines G - BB on the Summary Page should be completed** to show the actual tax rate(s) to levy.
2. Please **sign and date the Summary Page.**
3. Please **submit the finalized tax rate forms ready for certification to the County Clerk of each county** that your political subdivision resides in. The County Clerk must also sign the Summary Page and indicate the proposed tax rate to be entered on the tax books before submitting rate(s) to the State Auditor's Office for final review and certification.

If the attached pro forma calculation differs from the questionnaire submitted for review, please review the following line items for the reason(s) for the difference.

- **Form A, Line 2b - New Construction & Improvements - Personal Property**

Section 137.073.4, RSMo, states that the aggregate increase in valuation of personal property for the current year over that of the previous year is the equivalent of the new construction and improvements factor for personal property.

- **Form A, Line 5 - Prior Year Assessed Valuation**

If the 2019 questionnaire has a different amount on Form A, Line 5 than was previously submitted, we had to revise the 2018 calculation for this change. The revised 2018 tax rate ceiling is listed on the 2019 Summary Page, Line A. A copy of the revised 2018 calculation is available on your menu screen; please keep this form for your files.

- **(SCHOOL DISTRICTS ONLY) Form A, Line 14**

We revised the information the school district submitted on Line 14 to the amount computed by the Department of Elementary and Secondary Education (DESE).

If you have any questions about the enclosed forms, please contact the local government section at (573-751-4213.)



Summary Page

(2019)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

Table with 3 columns: Name of Political Subdivision, Political Subdivision Code, Purpose of Levy

The final version of this form MUST be sent to the county clerk.

The information to complete the Summary Page is available from prior year forms, computed on the attached forms, or computed on this page.

For Political Subdivision Use in Calculating its Tax Rate

- A. Prior year tax rate ceiling... 0.3435
B. Current year rate computed... 0.3090
C. Amount of rate increase authorized by voters for current year
D. Rate to compare to maximum authorized levy to determine tax rate ceiling... 0.3090
E. Maximum authorized levy the most recent voter approved rate... 1.0000
F. Current year tax rate ceiling maximum legal rate to comply with Missouri laws... 0.3090
G1. Less required sales tax reduction taken from tax rate ceiling (Line F), if applicable
G2. Less 20% required reduction 1st class charter county political subdivision NOT submitting an estimated non-binding tax rate to the county(ies) taken from tax rate ceiling (Line F)
H. Less voluntary reduction by political subdivision taken from the tax rate ceiling (Line F)
I. Plus allowable recoupment rate added to tax rate ceiling (Line F) If applicable, attach Form G or H.
J. Tax rate to be levied (Line F - Line G1 - Line G2 - Line H + Line I)
AA. Rate to be levied for debt service, if applicable (Form C, Line 10)
BB. Additional special purpose rate authorized by voters after the prior year tax rates were set, adjusted to provide the revenue available if applied to the prior year assessed value and increased by the percentage of CPI (Form B, Line 15 if a different purpose)

Certification

I, the undersigned, (Office) of (Political Subdivision) levying a rate in (County(ies)) do hereby certify that the data set forth above and on the accompanying forms is true and accurate to the best of my knowledge and belief.

Please complete Line G through BB, sign this form, and return to the county clerk(s) for final certification.

Form with 4 columns: (Date), (Signature), (Print Name), (Telephone)

Proposed rate to be entered on tax books by county clerk

based on certification from the political subdivision: Lines J AA BB

Section 137.073.7 RSMo, states that no tax rate shall be extended on the tax rolls by the county clerk unless the political subdivision has complied with the foregoing provisions of this section.

Form with 4 columns: (Date), (County Clerk's Signature), (County), (Telephone)



Form A

(2019)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Raytown 09-048-0015 General Revenue
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

1. (2019) Current year assessed valuation

Include the current state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

(a) 310,229,646 (Real Estate) + (b) 63,599,677 (Personal Property) = 373,829,323 (Total)

2. Assessed valuation of new construction & improvements

2(a) - Obtained from the county clerk or county assessor

2(b) - increase in personal property, use the formula listed under Line 2(b)

(a) 208,198 (Real Estate) + (b) 0 (Personal Property) = 208,198 (Total)
Line 1(b) - 3(b) - 5(b) + 6(b) + 7(b)
If Line 2b is negative, enter zero

3. Assessed value of newly added territory

obtained from the county clerk or county assessor

(a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)

4. Adjusted current year assessed valuation

(Line 1 total - Line 2 total - Line 3 total)

373,621,125

5. (2018) Prior year assessed valuation

Include prior year state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

NOTE: If this is different than the amount on the prior year Form A, Line 1, then revise the prior year tax rate form to recalculate the prior year tax rate ceiling. Enter the revised prior year tax rate ceiling on this year's Summary Page, Line A.

(a) 262,063,510 (Real Estate) + (b) 67,797,217 (Personal Property) = 329,860,727 (Total)

6. Assessed value of newly separated territory

obtained from the county clerk or county assessor

(a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)

7. Assessed value of property locally assessed in prior year, but state assessed in current year

obtained from the county clerk or county assessor

(a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)

8. Adjusted prior year assessed valuation

(Line 5 total - Line 6 total - Line 7 total)

329,860,727



Form A

(2019)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Raytown	09-048-0015	General Revenue
Name of Political Subdivision	Political Subdivision Code	Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

9. Percentage increase in adjusted valuation of existing property in the current year over the prior year's assessed valuation (Line 4 - Line 8 / Line 8 x 100)	13.2663%
10. Increase in Consumer Price Index (CPI) certified by the State Tax Commission	1.9000%
11. Adjusted prior year assessed valuation (Line 8)	329,860,727
12. (2018) Tax rate ceiling from prior year (Summary Page, Line A)	0.3435
13. Maximum prior year adjusted revenue from property that existed in both years (Line 11 x Line 12 / 100)	1,133,072
14. Permitted reassessment revenue growth The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10) or 5%. A negative figure on Line 9 is treated as a 0 for Line 14 purposes. Do not enter less than 0 or more than 5%.	1.9000%
15. Additional revenue permitted (Line 13 x Line 14)	21,528
16. Total revenue permitted in current year * from property that existed in both years (Line 13 + Line 15)	1,154,600
17. Adjusted current year assessed valuation (Line 4)	373,621,125
18. Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo (Line 16 / Line 17 x 100) Round a fraction to the nearest one/one hundredth of a cent. Enter this rate on the Summary Page, Line B	0.3090

* To compute the total property tax revenues billed for the current year (including revenues from all new construction and improvements and annexed property), multiply Line 1 by the rate on Line 18 and divide by 100. The property tax revenues billed would be used in estimating budgeted revenues.



Summary Page

(2019)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Raytown 09-048-0015 Parks & Recreation
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

The information to complete the Summary Page is available from prior year forms, computed on the attached forms, or computed on this page. Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

- A. Prior year tax rate ceiling as defined in Chapter 137, RSMo, revised if the prior year data changed or a voluntary reduction was taken in a non-reassessment year (Prior year Summary Page, Line F minus Line H in odd numbered year or prior year Summary Page, Line F in even numbered year) 0.1714
B. Current year rate computed pursuant to Article X, Section 22, of the Missouri Constitution and Section 137.073, RSMo, if no voter approved increase (Form A, Line 18) 0.1540
C. Amount of rate increase authorized by voters for current year if same purpose, adjusted to provide the revenue available if applied to the prior year assessed value and increased by the percentage of CPI (Form B, Line 15)
D. Rate to compare to maximum authorized levy to determine tax rate ceiling (Line B if no election, otherwise Line C) 0.1540
E. Maximum authorized levy the most recent voter approved rate 0.4000
F. Current year tax rate ceiling maximum legal rate to comply with Missouri laws Political subdivisions tax rate (Lower of Line D or E) 0.1540
G1. Less required sales tax reduction taken from tax rate ceiling (Line F), if applicable
G2. Less 20% required reduction 1st class charter county political subdivision NOT submitting an estimated non-binding tax rate to the county(ies) taken from tax rate ceiling (Line F)
H. Less voluntary reduction by political subdivision taken from the tax rate ceiling (Line F) WARNING: A voluntary reduction taken in an even numbered year will lower the tax rate ceiling for the following year.
I. Plus allowable recoupment rate added to tax rate ceiling (Line F) If applicable, attach Form G or H.
J. Tax rate to be levied (Line F - Line G1 - Line G2 - Line H + Line I)
AA. Rate to be levied for debt service, if applicable (Form C, Line 10)
BB. Additional special purpose rate authorized by voters after the prior year tax rates were set, adjusted to provide the revenue available if applied to the prior year assessed value and increased by the percentage of CPI (Form B, Line 15 if a different purpose)

Certification

I, the undersigned, (Office) of (Political Subdivision) levying a rate in (County(ies)) do hereby certify that the data set forth above and on the accompanying forms is true and accurate to the best of my knowledge and belief.

Please complete Line G through BB, sign this form, and return to the county clerk(s) for final certification.

Form with fields for Date, Signature, Print Name, and Telephone.

Proposed rate to be entered on tax books by county clerk

based on certification from the political subdivision: Lines J AA BB

Section 137.073.7 RSMo, states that no tax rate shall be extended on the tax rolls by the county clerk unless the political subdivision has complied with the foregoing provisions of this section.

Form with fields for Date, County Clerk's Signature, County, and Telephone.



Form A

(2019)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Raytown 09-048-0015 Parks & Recreation
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

1. (2019) Current year assessed valuation

Include the current state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

(a) 310,737,883 (Real Estate) + (b) 63,599,677 (Personal Property) = 374,337,560 (Total)

2. Assessed valuation of new construction & improvements

2(a) - Obtained from the county clerk or county assessor

2(b) - increase in personal property, use the formula listed under Line 2(b)

(a) 208,198 (Real Estate) + (b) 0 (Line 1(b) - 3(b) - 5(b) + 6(b) + 7(b) If Line 2b is negative, enter zero) = 208,198 (Total)

3. Assessed value of newly added territory

obtained from the county clerk or county assessor

(a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)

4. Adjusted current year assessed valuation

(Line 1 total - Line 2 total - Line 3 total)

374,129,362

5. (2018) Prior year assessed valuation

Include prior year state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

NOTE: If this is different than the amount on the prior year Form A, Line 1, then revise the prior year tax rate form to recalculate the prior year tax rate ceiling. Enter the revised prior year tax rate ceiling on this year's Summary Page, Line A.

(a) 262,063,510 (Real Estate) + (b) 67,797,217 (Personal Property) = 329,860,727 (Total)

6. Assessed value of newly separated territory

obtained from the county clerk or county assessor

(a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)

7. Assessed value of property locally assessed in prior year, but state assessed in current year

obtained from the county clerk or county assessor

(a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)

8. Adjusted prior year assessed valuation

(Line 5 total - Line 6 total - Line 7 total)

329,860,727



Form A

(2019)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Raytown	09-048-0015	Parks & Recreation
Name of Political Subdivision	Political Subdivision Code	Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

9. Percentage increase in adjusted valuation of existing property in the current year over the prior year's assessed valuation (Line 4 - Line 8 / Line 8 x 100)	13.4204%
10. Increase in Consumer Price Index (CPI) certified by the State Tax Commission	1.9000%
11. Adjusted prior year assessed valuation (Line 8)	329,860,727
12. (2018) Tax rate ceiling from prior year (Summary Page, Line A)	0.1714
13. Maximum prior year adjusted revenue from property that existed in both years (Line 11 x Line 12 / 100)	565,381
14. Permitted reassessment revenue growth The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10) or 5%. A negative figure on Line 9 is treated as a 0 for Line 14 purposes. Do not enter less than 0 or more than 5%.	1.9000%
15. Additional revenue permitted (Line 13 x Line 14)	10,742
16. Total revenue permitted in current year * from property that existed in both years (Line 13 + Line 15)	576,123
17. Adjusted current year assessed valuation (Line 4)	374,129,362
18. Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo (Line 16 / Line 17 x 100) Round a fraction to the nearest one/one hundredth of a cent. Enter this rate on the Summary Page, Line B	0.1540

* To compute the total property tax revenues billed for the current year (including revenues from all new construction and improvements and annexed property), multiply Line 1 by the rate on Line 18 and divide by 100. The property tax revenues billed would be used in estimating budgeted revenues.



Informational Data

(2019)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

Table with 3 columns: Name of Political Subdivision, Political Subdivision Code, Purpose of Levy

This page shows the information that would have been on the line items for the Summary Page, Form A, and/or Form B had no voluntary reduction(s) been taken in prior even numbered year(s).

Based on Prior Year Tax Rate Ceiling as if No Voluntary Reductions were Taken

- Step 1 The governing body should hold a public hearing and adopt a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate.
Step 2 Submit a copy of the resolution, policy statement, or ordinance to the State Auditor's Office for review.

Informational Summary Page

Table with 2 columns: Description (A-F), Value (0.3435, 0.3090, etc.)

Informational Form A

Table with 2 columns: Description (9-18), Value (13.2663%, 1.9000%, etc.)

Informational Form B

Table with 2 columns: Description (6-15), Value (blank, 0.3090, etc.)



Informational Data

(2019)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

Table with 3 columns: Name of Political Subdivision, Political Subdivision Code, Purpose of Levy. Values: City of Raytown, 09-048-0015, Parks & Recreation

This page shows the information that would have been on the line items for the Summary Page, Form A, and/or Form B had no voluntary reduction(s) been taken in prior even numbered year(s).

Based on Prior Year Tax Rate Ceiling as if No Voluntary Reductions were Taken

- Step 1 The governing body should hold a public hearing and adopt a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate.
Step 2 Submit a copy of the resolution, policy statement, or ordinance to the State Auditor's Office for review.

Informational Summary Page

Table with 2 columns: Description, Value. Rows include Prior year tax rate ceiling (0.1714), Current year rate computed (0.1540), Amount of increase authorized by voters for current year, Rate to compare to maximum authorized levy (0.1540), Maximum authorized levy (0.4000), Tax rate ceiling if no voluntary reductions were taken in a prior even numbered year (0.1540).

Informational Form A

Table with 2 columns: Description, Value. Rows include Percentage increase in adjusted valuation (13.4204%), Increase in Consumer Price Index (CPI) (1.9000%), Adjusted prior year assessed valuation (329,860,727), (2018) Tax rate ceiling from prior year (0.1714), Maximum prior year adjusted revenue (565,381), Permitted reassessment revenue growth (1.9000%), Additional reassessment revenue permitted (10,742), Total revenue permitted in current year (576,123), Adjusted current year assessed valuation (374,129,362), Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo (0.1540).

Informational Form B

Table with 2 columns: Description, Value. Rows include Prior year tax rate ceiling to apply voter approved increase to, Voter approved increased tax rate to adjust, Adjusted prior year assessed valuation, Maximum prior year adjusted revenue, Consumer Price Index (CPI), Permitted revenue growth for CPI, Total revenue allowed from the additional voter approved increase, Adjusted current year assessed valuation, Adjusted voter approved increased tax rate, Amount of rate increase authorized by voters for the current year.

**CITY OF RAYTOWN
Request for Board Action**

Date: September 12, 2019
To: Mayor and Board of Aldermen
From: Damon Hodges, City Administrator

Resolution No.: R-3233-19

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____

Action Requested: Board of Aldermen approval of the expense of Capital Sales Tax funds for the purchase of a dual drum roller compactor.

Recommendation: Staff recommends approval as submitted.

Analysis: The current roller was purchased in 2007 and has reliability issues, as well as being under sized to achieve proper compaction of certain asphalt products used on medium and larger patches. Staff researched the appropriate size and type of roller to best fit our operation size and needs. During the research, staff looked at operating weight, width, vibratory frequency and the type of vibration. Staff determined that oscillating vibration of the Hamm machine would be the best fit and conventional vibration. Public Works Department staff researched upfront costs and opportunities from Case, Caterpillar and Hamm for new machines. During the research, staff obtained quotes from the dealers for Case, Caterpillar and Hamm for similar sized and weighted machines capable of performing the work we need. During the evaluation process Murphy Tractor & Equipment presented an opportunity to buy a new 2016 leftover Hamm with full warranties at a substantial savings from a 2019 model and the lowest cost option all while providing us with the only oscillating vibration in the class.

Staff recommends the purchase of a new 2016 Hamm HD10VO roller from Murphy Tractor based on the Source well (NJPA) cooperative contract with a canopy, strobe and extended warranty for \$37,374.00.

Alternatives: n/a.

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Fund: Capital Sales Tax Fund
205-62-00-100-57000
Amount to Spend: not to exceed \$37,374.00

Additional Reports Attached: Drum Roller Picture, Murphy Tractor quote, Cooperative Agreement, Extension, and Warranty.

A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF A DUAL DRUM ROLLER COMPACTOR FROM MURPHY TRACTOR & EQUIPMENT OFF THE NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING CONTRACT IN AN AMOUNT NOT TO EXCEED \$37,374.00

WHEREAS, the current drum roller utilized by the City of Raytown’s Public Works Department has reliability issues and is undersized; and

WHEREAS, the City of Raytown in the adoption of its purchasing policy has approved the practice of purchasing equipment from competitive bids awarded by other governmental entities through the cooperative bidding process; and

WHEREAS, funds for such purpose are budgeted from the Capital Sales Tax Fund and such expenditure was reviewed and approved by the Special Sales Tax Oversight Committee on September 10, 2019 as being consistent with voter intent; and

WHEREAS, the City of Raytown finds it is in the best interest of the citizens of the City of Raytown to authorize and approve the purchase of a dual drum roller compactor from Murphy Tractor & Equipment off the National Joint Powers Alliance Cooperative Purchasing Contract in an amount not to exceed \$37,374.00;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the purchase of a dual drum roller compactor from Murphy Tractor & Equipment off the National Joint Powers Alliance Cooperative Purchasing Contract in an amount not to exceed \$37,374.00. is hereby authorized and approved; and

FURTHER THAT the City Administrator is hereby authorized to execute all documents necessary to this transaction and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 17th day of September, 2019.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney

Quote Id: 20336122

Prepared For:
CITY OF RAYTOWN STREET DEPARTMENT



Prepared By: **JIM LEVY**

Murphy Tractor & Equipment
8600 Ne Parvin Road
Kansas City, MO 64161-8300

Tel: 816-483-5000
Mobile Phone: 816-898-3739
Fax: 816-455-0592
Email: jlevy@murphytractor.com

Quote Id: 20336122

28 August 2019

CITY OF RAYTOWN STREET DEPARTMENT
10000 E 59th St
Raytown, MO 64133

Tony,
we are pleased to quote you (1) 2016 Hamm HD10 VO Compaction Roller per
Sourcewell Contract #032515-WAI. Per Raytown Specifications.

Optional Equipment:

Beacon- Price: \$150.00
Canopy- Price: \$950.00
3 year / 2000 hour Extended Warranty: Price: \$774.00

Thanks,
JIM LEVY
816-483-5000
Murphy Tractor & Equipment

Quote Summary

Prepared For:
CITY OF RAYTOWN STREET DEPARTMENT
10000 E 59th St
Raytown, MO 64133

Prepared By:
JIM LEVY
Murphy Tractor & Equipment
8600 Ne Parvin Road
Kansas City, MO 64161-8300
Phone: 816-483-5000
Mobile: 816-898-3739
jlevy@murphytractor.com

Quote Id: 20336122
Created On: 28 August 2019
Last Modified On: 03 September 2019
Expiration Date: 30 September 2019

Equipment Summary	Qty	Extended
2016 HAMM AG HD10VZ - H2300668	1	
Equipment Total		\$ 35,500.00

Quote Summary

Equipment Total	\$ 35,500.00
SubTotal	\$ 35,500.00
Total	\$ 35,500.00
Balance Due	\$ 35,500.00

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 20336122

Customer: CITY OF RAYTOWN STREET DEPARTMENT

2016 HAMM AG HD10VZ - H2300668

Hours: 9
Stock Number: 171646

Description	Qty
HD10 VO TANDEM ROLLER W/ VIBRATING ROLLER DRUM & OSCILLATIO	1
Standard Options - Per Unit	
DRIVER SEAT, BLACK IMITATION LEATHER	1
ROPS FOLDABLE	1
STANDARD COLOR (RAL 2004 + RAL 7015)	1
HYD OIL	1
LIGHTING PACKAGE AS PER ROAD TRAFFIC REGULATIONS	1
BACK UP ALARM	1
VERSION WITH CE CONFORMITY	1
PLASTIC SCRAPER, FOLDABLE	1
WARNING LABELS ACCORDING TO ANSI	1
TECHNICAL DOCUMENTATION - NORTH AMERICA COUNTRY VERSION	1
ENGLISH SPARE PARTS AND APPLICATOIN DOCUMENTATTION	1
Other Charges	
Freight	1
TT&M for warranty period	1



Contract Award
RFP 032515 #

FORM D



Formal Offering of Proposal
(To be completed Only by Proposer)

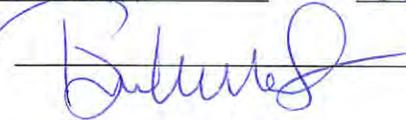
HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES
In compliance with the Request for Proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: WIRTGEN AMERICA, INC. Date: 23 MARCH 2015

Company Address: 6030 DANA WAY

City: ANTIOCH State: TN Zip: 37013

Contact Person: BROSIE HUTCHINS Title: VICE PRESIDENT.

Authorized Signature (ink only):  BROSIE HUTCHINS
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 032515 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

Wirtgen America, Inc.
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be May 19th, 20 15 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: [Signature] Dr. Chad Couvette
NJPA Executive Director (Name printed or typed)

Awarded this 19th day of May, 20 15 NJPA Contract Number 032515-WAI

NJPA Authorized signature: [Signature] Scott Veronen
NJPA Board Member (Name printed or typed)

Executed this 19th day of May, 20 15 NJPA Contract Number 032515-WAI

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name WIRTGEN AMERICA, INC.

Vendor Authorized signature: [Signature] BRODIE HUTCHINS
(Name printed or typed)

Title: VICE PRESIDENT

Executed this 20th day of May, 20 15 NJPA Contract Number 032515-WAI



EXTENDED SERVICE PROTECTION PLAN QUOTE

POLICY TERM = TOTAL MONTHS / TOTAL HOURS, INCLUDING THE MFR. BASE WARRANTY

Quote #: EW082819-00103

Equipment: 2016 Hamm ROLLER HD 10 VO / 1 hrs.

MFR Base Warranty: 12 months / 1000 hours for FULL

Usage Type: Government / Road Work / Milling / Paving

Equipment Retail Value: \$0.00

Program: New

Salesperson: Tricia Udland

Customer Name:

Amounts below are in \$USD

Quote Expiration: Pricing and options shown will be honored until 09/27/19 or until machine no longer qualifies, whichever occurs first. Please contact the program administrators for valid pricing needed beyond this date.

Months/Hours (Cov)	ESPP Ded	Price
36 / 2000 (PREMIER)	\$0.00	\$774.00
36 / 2000 (PT EXPANDED)	\$0.00	\$513.00
36 / 2000 (PT)	\$0.00	\$432.00
36 / 2000 (ENGINE ONLY)	\$0.00	\$369.00

**Letter of Agreement
To Extend the Contract**

Between

**Wirtgen America, LLC
6030 Dana Way
Antioch, TN 37013-3116**

And

**Sourcewell, Formerly National Joint Powers Alliance (NJPA)
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930**

The Vendor and Sourcewell have entered into an Agreement (Contract #032515-WAI) for the procurement of Heavy Construction Equipment with Related Accessories, Attachments and Supplies. This Agreement has an expiration date of May 19, 2019, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, Sourcewell and Sourcewell's members. The Vendor and Sourcewell therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on May 19, 2020. All other terms and conditions of the Agreement remain in force.

Sourcewell, Formerly National Joint Powers Alliance (NJPA)

DocuSigned by:
By: Jeremy Schwartz, Its: **Director of Operations & Procurement/CPO**

Name printed or typed: Jeremy Schwartz

Date 4/8/2019 | 2:23 PM CDT

Wirtgen America, LLC

By: Sandy Draper, Its: Director, Inside Sales Operations

Name printed or typed: Sandy Draper

Date 04/19/2019



PLATTE COUNTY COMMISSION

RON SCHIEBER
PRESIDING COMMISSIONER

DAGMAR WOOD
1ST DISTRICT COMMISSIONER

JOHN ELLIOTT
2ND DISTRICT COMMISSIONER

County Commission Order: 2019-CO-038

Department: Public Works

Prepared By: Bob Heim

IN THE COUNTY COMMISSION OF PLATTE COUNTY, MISSOURI

AN ORDER APPROVING AN AGREEMENT BETWEEN PLATTE COUNTY, MISSOURI AND Vance Brothers, Inc. FOR THE PURPOSE OF 2019 Road Surfacing Project.

WHEREAS, it is in the best interests of the citizens of Platte County that the County enter into a contract with Vance Brothers, Inc. for the purpose of 2019 Road Surfacing Project.

NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

- CONTRACT APPROVAL** The COUNTY is hereby authorized to enter into a Contract with Vance Brothers, Inc. for the purpose of 2019 Road Surfacing Project.
- EXECUTION OF CONTRACT.** The Presiding Commissioner and the County Clerk are hereby authorized to execute the Contract in substantially the form of the proposed Contract attached hereto, together with any and all other documents as needed to carry out the intent of this Order.

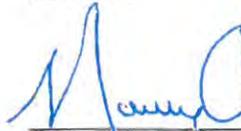
This Order shall be effective immediately upon passage.

Done this 18th day of March, 2019 at Platte City, Missouri.

Budgeted Item: Yes, Fund 3000-7000-71110

Budget Impact: Not to Exceed \$ 341,900.00

ATTEST:

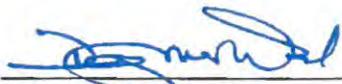

Nancy Armstrong
County Clerk





Ron Schieber

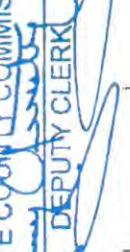
Presiding Commissioner



Dagmar Wood
1st District Commissioner



John Elliott
2nd District Commissioner

ATTEST A TRUE COPY
NANCY ARMSTRONG, CLERK OF
PLATTE COUNTY COMMISSION
BY 
DEPUTY CLERK

Approved as to form and legality:



Robert H. Shaw, County Counselor

Pursuant to Sections 50.660 and 55.160 RSMo., I certify that there is an unencumbered balance or anticipated revenue to be placed to the credit of the appropriation to which the foregoing expenditure is to be charged, and an unencumbered cash balance or anticipated revenue in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.



Kevin Robinson, County Auditor



2019 ROAD SURFACING PROJECT

Contract Documents and Technical Specifications

January 23, 2019

COUNTY COMMISSION

Ron Schieber, Presiding Commissioner
Dagmar Wood, First District Commissioner
John Elliott, Second District Commissioner

COUNTY HIGHWAY ADMINISTRATOR

Bob Heim, Director of Public Works

BID FORM UNIT PRICE SCHEDULE

WORK PERFORMED BY THE CONTRACTOR					
Item	Description	Unit	Quantity	Unit Price	TOTAL
1	Asphalt Overlay – RECYCLED MIX Type RC 3-01 (Qty includes PSRD 6323 Tons & Weatherby Lake 750Tons)	Tons	23,000	<u>No Bid</u>	<u>NA</u>
2	Micro Surfacing	Square Yards	130,000	\$ <u>2.63</u>	\$ <u>341,900.00</u>
3	Asphalt Cold Milling (Qty Includes PSRD 60,523 SY)	Square Yards	71,050	<u>No Bid</u>	<u>NA</u>
4	Asphalt Curb Line Milling (Qty includes Weatherby Lake 3,500 SY)	Square Yards	3,500	<u>No Bid</u>	<u>NA</u>

- A. All quantities estimated. Actual quantities will be taken from field measurements of installed work based upon the dimensions identified in the itemized list of roadways.
- B. Contractor may bid upon any or all items.

Bidder Notes:



COOPERATIVE PURCHASING AUTHORIZATION

Section 70.220 Missouri Revised Statutes authorizes political subdivisions such as Platte County to procure services through joint purchasing agreements cooperatively with other political subdivisions of the state.

The Platte County Public Works department desires to offer this bid and contract to other Missouri political subdivisions through the cooperative purchasing provision as allowed by statute. The successful bidder may enter into a Memorandum of Understanding with other agencies, municipalities, etc., to provide pavement surfacing services.

This is optional and not required. Platte County will not make any determination for bid award based upon the bidder's choice to accept or decline this cooperative contracting opportunity.

Bidders should please mark and sign the following statement:

(Company) Vance Brothers, Inc, chooses to offer this bid and subsequent contract to other political subdivisions of the State of Missouri in accordance with RSMO § 70.220.

Accept



Decline

(Signature)

Sr. Vice President

(Title)

2/12/19

(Date)

**CITY OF RAYTOWN
Request for Board Action**

Date: September 17, 2019
To: Mayor and Board of Aldermen
From: Damon Hodges, City Administrator

Resolution No.: R-3234-19

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____



Action Requested: Approval of the expenses associated with the annual roadway micro-surfacing project.

Recommendation: Staff recommends approval as submitted.

Analysis: The Public Works Department is utilizing the current Commission of Platte County, Missouri Agreement with Vance Brothers, Inc. for their 2019 Road Surfacing Project, as attached.

The measured construction estimate is in the amount of \$89,433.56. Staff is requesting purchasing authority up to \$100,000.00 to accommodate potential change orders. This is approximately 10% of the base bid total cost. The Vance Brothers quote is based on the Commission of Platte County, Missouri Agreement.

The current 2018-19 fiscal year budget has \$100,000.00 budgeted for the Annual Seal Project, within Repairs & Maintenance Services.

This project does not have any state or federal funding associated with it. This project will be inspected with the City's own personnel.

Alternatives: Do not do the project and leave the roadway as it is.

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Fund: Transportation Sales Tax Fund
204.62.00.100.53600
Amount to Spend: not to exceed \$100,000.00

Additional Reports Attached: Location map, List & Cost Estimate and Commission of Platte County Agreement.

A RESOLUTION AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS WITH VANCE BROTHERS, INC. OFF THE COUNTY COMMISSION OF PLATTE COUNTY AGREEMENT FOR THE 2019 MICRO-SURFACING PROJECT IN AN AMOUNT NOT TO EXCEED \$100,000.00

WHEREAS, the City of Raytown would like to begin its 2019 Micro-Surfacing project; and

WHEREAS, the City of Raytown in the adoption of its purchasing policy has approved the use of competitive bids awarded by other governmental entities through the cooperative bidding process; and

WHEREAS, the County Commission of Platte Country, Missouri has successfully bid Road Surfacing; and

WHEREAS, funds for such purposes are budgeted from the Transportation Sales Tax Fund and such expenditure was reviewed and approved by the Special Sales Tax Oversight Committee on September 10, 2019 as being consistent with voter intent; and

WHEREAS, the quote received from Vance Brothers, Inc. for the measured construction estimate was \$89,433.55; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to enter into an agreement with Vance Brothers, Inc for the 2019 Micro-Surfacing Project off the County Commission of Platte County, Missouri agreement in the amount of \$89,433.55 for such purposes; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to authorize and approve an additional \$10,566.45 to fund any changes in the final unit measurements for a total amount not to exceed \$100,000.00.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the Board of Aldermen find it is in the best interest of the City to enter into an agreement with Vance Brothers, Inc. off the County Commission of Platt County Missouri agreement in the amount of \$89,433.56 for the 2019 Micro-Surfacing Project within the City, attached hereto as Exhibit "A" and incorporated herein; and

FURTHER THAT, the Board of Aldermen find it is in the best interest of the City to authorize and approve an additional \$10,566.45 to fund any changes in the final unit measurements for a total amount not to exceed \$100,000.00 and this amount is hereby authorized and approved; and

FURTHER THAT the City Administrator, is hereby authorized to execute any and all documents and to take any and all actions necessary to effectuate the terms of the Agreement and exercise the authority granted herein on behalf of the City.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 17th day of September, 2019.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney

2019 Micro Surfacing

<u>Street Name</u>	<u>From</u>	<u>To</u>	<u>Lanes</u>	<u>Section Length</u>	<u>Units</u>	<u>Width</u>	<u>Section Area</u>	<u>Units</u>	
Hunter Ave	59th Street	60th Terrace	2	1,053	LF	28	3,276	SY	
Hunter Ave	60th Terrace	63rd Street	2	1,539	LF	28	4,788	SY	
59th Terrace	Cul-de-sac	Hunter Ave	2	244	LF	28	759	SY	
60th Street	Cul-de-sac	Hunter Ave	2	286	LF	28	890	SY	
60th Terrace	Hunter Ave	Hunter Ave	2	248	LF	28	772	SY	
61st Street	Hunter Ave	Manning	2	739	LF	28	2,299	SY	
62nd Terrace	Hunter Ave	Manning	2	720	LF	28	2,240	SY	
Manning	61st Street	62nd Terrace	2	699	LF	28	2,175	SY	
Lane Ave	59th Street	61st Street	2	1,387	LF	28	4,315	SY	
Lane Ave	61st Street	62nd Terrace	2	819	LF	28	2,548	SY	
Manning	Cul-de-sac	63rd Street	2	499	LF	28	1,552	SY	
Colman Parking Lot	shelter parking area							2,000	SY
Colman Parking Lot	ballfield parking area							1,800	SY
Colman Parking Lot	maint. parking area							1,500	SY
Total =							30,914	SY	

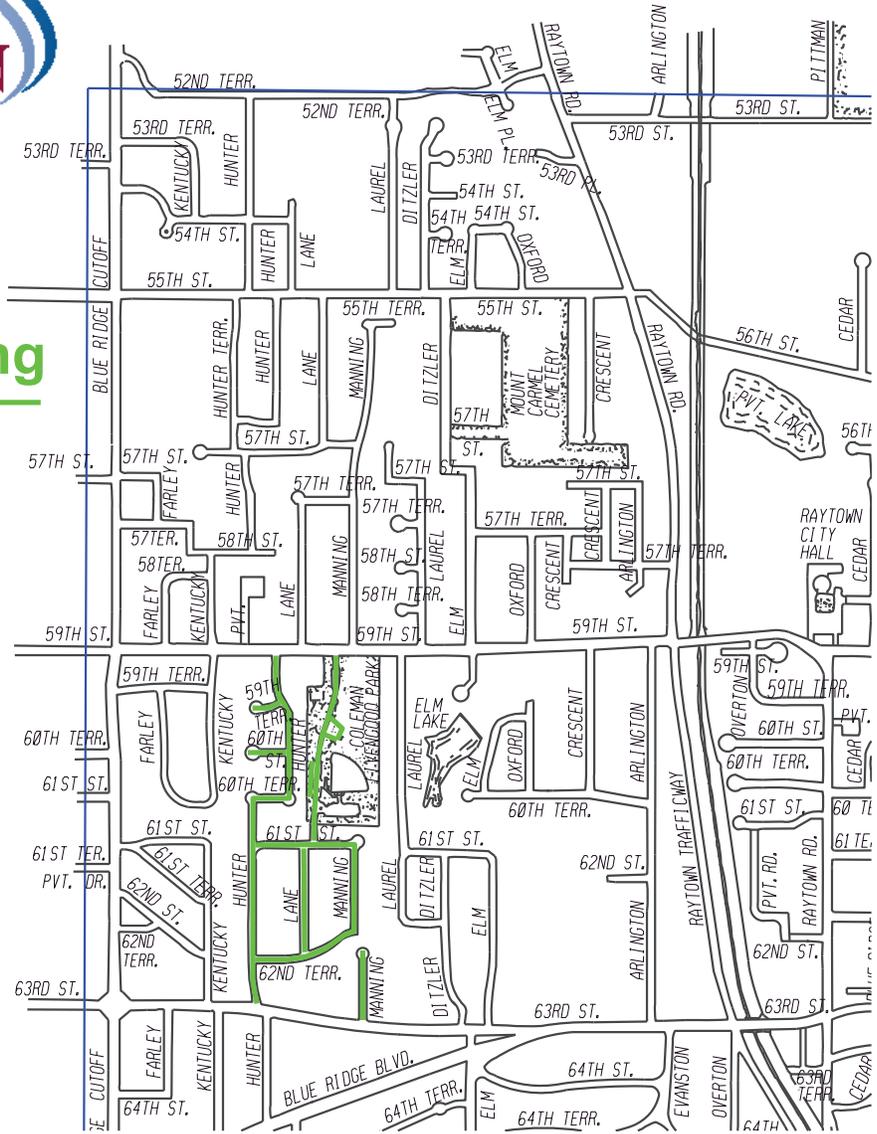
add 10% contingency
34,005.16 SY

<u>Description</u>	<u>Approx. Unit Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit</u>	<u>Estimated Total Cost</u>
1. Micro Surfacing	34,005	SY	\$2.63	SY	\$89,433.56



2019

Micro Surfacing



CITY OF RAYTOWN
Request for Board Action

Date: September 12, 2019
To: Mayor and Board of Aldermen
From: Damon Hodges, City Administrator

Resolution No.: R-3235-19

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____

Action Requested: Board of Aldermen approval of the expense of Transportation Sales Tax funds for the annual asphalt overlay project.

Recommendation: Staff recommends approval as submitted.

Analysis: The Public Works Department is utilizing the current Kansas City, MO contract with J.M. Fahey Construction Company for their Resurface Designated Streets 59th Street to South City Limits contract, as attached.

Staff is utilizing the Raytown Purchasing Policy, Section 2, Exceptions to Competitive Bid Process, 2.1 paragraph 9 - which states the City can take advantage of another local governments fixed price contract if those prices are more advantageous to Raytown than local market prices.

This contract with KCMO allows us to get asphalt surface laid at \$49.75 per ton, compared to the current contract of Lee's Summit MO of \$62.50 per ton for asphalt surface mix. The last time Raytown put 2" Overlay out to bid in 2014, our cost per ton was \$59.10.

The current 2018-2019 Fiscal Year budget has \$350,000.00 budgeted for Annual Asphalt Overlay Project, within Repairs & Maintenance Services.

This project doesn't have any state or federal funding associated with it. This project will be inspected with the City's own personnel.

Alternatives: Do not do the project and leave the roadway as is.

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Fund: Transportation Sales Tax Fund
204.62.00.100.53600
Amount to Spend: not to exceed \$350,000.00

Additional Reports Attached: Raytown Overlay Location Map, KCMO Contract with JM Fahey and the KCMO/JM Fahey Change Order 1.

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH J.M. FAHEY CONSTRUCTION COMPANY UTILIZING THE KANSAS CITY, MISSOURI CONTRACT FOR THE 2019 ASPHALT OVERLAY PROJECT IN AN AMOUNT NOT TO EXCEED \$350,000.00

WHEREAS, the City of Raytown would like to begin its Annual Asphalt Overlay Project; and

WHEREAS, the City of Raytown in the adoption of its purchasing policy has approved the use of competitive bids awarded by other governmental entities through the cooperative bidding process; and

WHEREAS, the City of Kansas City, Missouri has successfully bid Road Resurfacing; and

WHEREAS, funds for such purpose are budgeted from the Transportation Sales Tax Fund and such expenditure was reviewed and approved by the Special Sales Tax Oversight Committee on September 10, 2019 as being consistent with voter intent; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to enter into an agreement with J. M. Fahey Construction Company in the amount of \$299,289.70 for such purposes; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to authorize and approve an additional \$25,737.60 to fund any changes in the final unit measurements for a total amount not to exceed \$350,000.00.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the Board of Aldermen find it is in the best interest of the City to enter into an agreement with J. M. Fahey Construction Company in the amount of \$324,262.40 for the 2019 Asphalt Overlay Program within the City, attached hereto as Exhibit "A" and incorporated herein, is hereby authorized and approved; and

FURTHER THAT the Board of Aldermen finds it is in the best interest of the City to authorize and approve an additional \$25,737.60 to fund any changes in the final unit measurements for a total amount not to exceed \$350,000.00; and

FURTHER THAT the City Administrator is hereby authorized to execute any and all documents and to take any and all actions necessary to effectuate the terms of the Agreement and exercise the authority granted herein on behalf of the City.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 17th day of September, 2019.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney

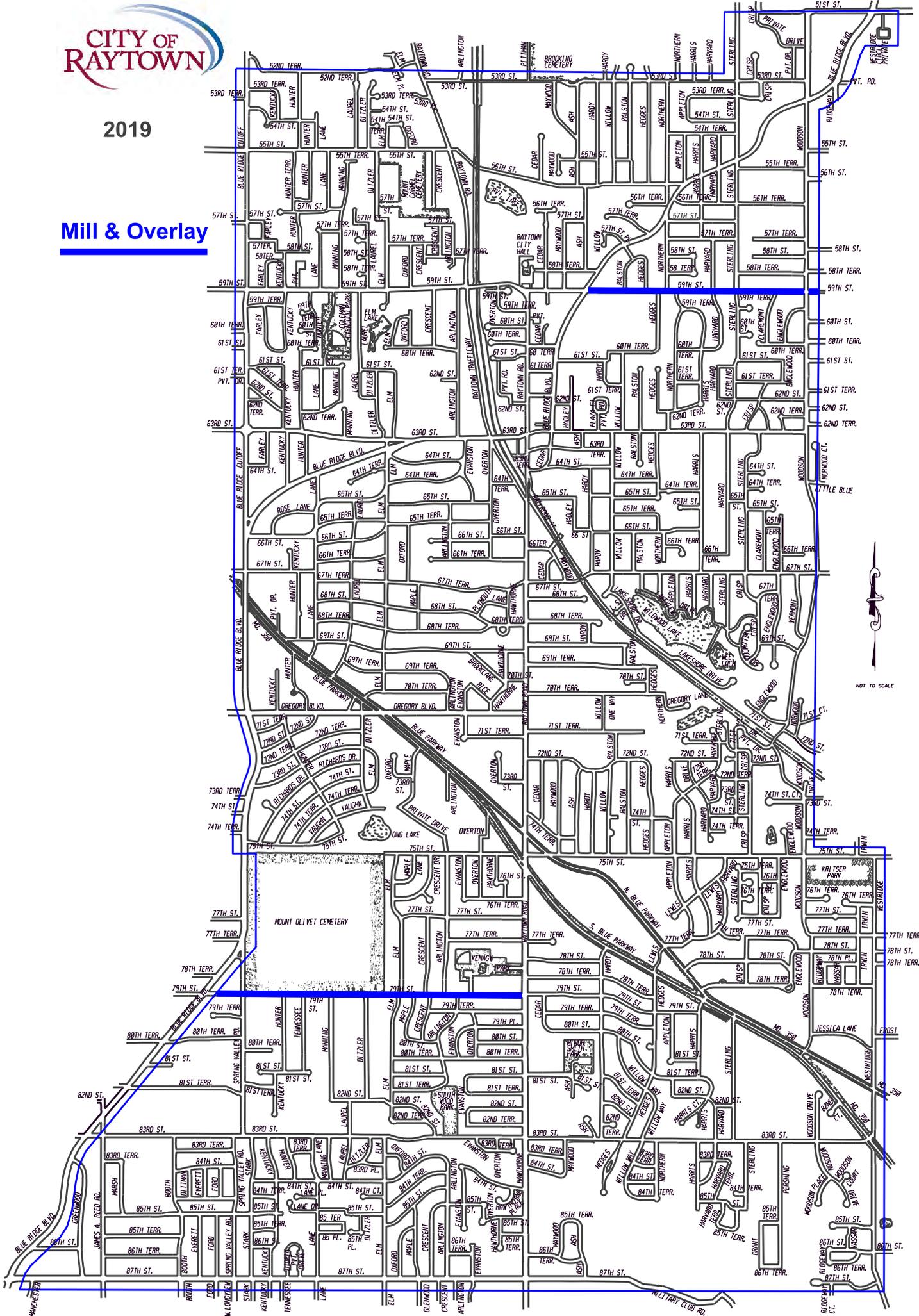
<u>Street Name</u>	<u>From</u>	<u>To</u>	<u>Lanes</u>	<u>Section Length</u>	<u>Units</u>	<u>Width</u>	<u>Section Area</u>	<u>Units</u>	<u>Est. Tons</u>	<u>Estimated Asphalt Cost</u>	<u>Cold Plane</u>	<u>Mill Cost</u>	<u>COST</u>	<u>Miles</u>	<u>Lane Miles</u>
59th Street	Blue Ridge Blvd	E of Woodson	2	4,420	LF	28	123,760	SF	1512.6	\$ 86,219.47	fc	\$ 17,188.89	\$ 103,408.36	0.84	1.67
79th Street	E of Blue Ridge Blvd	Raytown Rd.	2	5,850	LF	28	163,800	SF	2002.0	\$ 114,114.00	fc	\$ 22,750.00	\$ 136,864.00	1.11	2.22
* 86th Street, 86th Terrace, Ridgeway Avenue (west of Westridge)			2	2,100	LF	28	58,800	SF	718.7	\$ 40,964.00	fc	\$ 8,166.67	\$ 49,130.67	0.40	0.80
* 83rd Terrace	E of Raytown Road		2	750	LF	28	21,000	SF	256.7	\$ 14,630.00	fc	\$ 2,916.67	\$ 17,546.67	0.14	0.28
* 84th Street	E of Raytown Road		2	740	LF	28	20,720	SF	253.2	\$ 14,434.93	fc	\$ 2,877.78	\$ 17,312.71	0.14	0.28

Total Cost Estimate = \$ 324,262.40

* these streets being milled and overlaid will depend on how the above streets progress

2019

Mill & Overlay





**City of Kansas City, Missouri
Public Works Department
Sherri McIntyre P.E., Director**

- | | |
|-------------------------------------|------------------------|
| <input checked="" type="checkbox"/> | Executed Contract File |
| <input checked="" type="checkbox"/> | Contractor |
| <input type="checkbox"/> | Finance |
| <input type="checkbox"/> | City Clerk |
| <input type="checkbox"/> | Surety |
| <input type="checkbox"/> | Granting Agency |
| <input type="checkbox"/> | Project Manager |
| <input type="checkbox"/> | CM/Inspector |
| <input type="checkbox"/> | Design Professional |
| <input type="checkbox"/> | |

Project Manual

**Project Number 19-3
Contract Number CS190045**

RESURFACE DESIGNATED STREETS 59TH STREET TO SOUTH CITY LIMITS

HOT RECYCLING, RESURFACING, AND COLD MILLING CERTAIN STREETS, TRAFFICWAYS, AND BOULEVARDS DESIGNATED AS CONTRACT 19-3, AND PERFORMING OTHER INCIDENTAL AND RELATED WORK FROM 59th STREET TO THE SOUTHERN CITY LIMITS IN KANSAS CITY, MISSOURI.

**J.M. Fahey Construction Company
Andrew M. Fahey
408 High Grove Road
Grandview, MO 64030
(F) 816-763-3862
(T) 816-763-3010
AMfahey@jmfahey.com**

Project Manager: Kerry Kanatzar
Telephone: (816) 513-4713
Email: Kerry.Kanatzar@kcmo.org

February 2019

ORDINANCE NO. 190255, AS AMENDED

Authorizing a contract for approximately \$3,500,000.00 with J.M. Fahey Construction Company for the resurfacing of various streets generally between 59th Street and South City limits; and establishing an effective date of May 24, 2019.

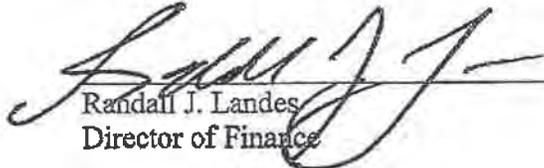
BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Public Works is hereby authorized to execute a contract with J.M. Fahey Construction Company in the amount of \$3,421,794.00 for the resurfacing of various streets in the 2019-2020 season as shown in Contract 19-3 and the performance of other incidental and related work in Kansas City, Missouri, generally between 59th Street and South City limits, from funds previously appropriated to Account No. 20-3090-897701-B-89008533. A copy of the contract is on file in the office of the Director of Public Works.

Section 2. That the Director of Public Works is authorized to enter into contract changes up to and including twenty percent of the original contract price for related work.

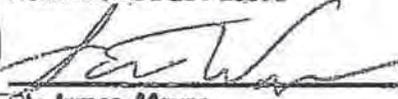
Section 3. That the effective date of this ordinance shall be May 24, 2019.

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.


Randall J. Landes
Director of Finance



Authenticated as Passed



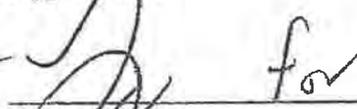
St. James, Mayor



Marilyn Sangers, City Clerk

APR 25 2019

Approved as to form and legality:

 for

Dustin H. Johnson
Assistant City Attorney

Date Passed



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Project Title: Resurface Designated Streets 59th St. South CL

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INVITATION TO BID

Project Number: 19-3/CS190045

Project Title: Resurface Designated Streets - 59th Street to South City Limits

The **General Services Department** of Kansas City, Missouri will receive sealed Bids until 2:00 PM on Tuesday, **February 26, 2019** at City Hall, 414 E. 12th Street, 1st Floor, Room 102W, Kansas City, Missouri, 64106 for **Project No. 19-3 Resurface Designated Streets from 59th Street to South City Limits**. Bids will be opened after that time at the same location.

City desires that Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) have a maximum opportunity to participate in the performance of City contracts. The goals for this specific Project are (10%) MBE participation and (4%) WBE participation.

Bidding Documents will be available online to all interested parties at the Kansas City, Missouri Plan Room, <http://www.kcmoplanroom.org>. All addenda will be posted at this location. Any document or plan may be viewed or downloaded from this location.

Garrett Ross, Project Manager
Public Works Department
4721 Coal Mine Road
Kansas City, MO 64130
(816) 513-4701 Phone Number
(816) 513-4717 Facsimile Number
E-mail: Kerry Garrett.ross@kcmo.org

Procurement Officer: Darrell Everette
Phone Number: (816) 513-0798
E-mail: Darrell.everette@kcmo.org

View all procurement and contracting opportunities at <http://www.kcmo.org>.



INSTRUCTIONS TO BIDDERS

Project Number: 19-3/CS190045

Project Title: Resurface Designated Streets 59th St to South CL

Sealed Bids for Project No. 19-3/CS190045 - Resurface Designated Streets from 59th Street to South City Limit, will be received by the General Services Department at City Hall, 414 E. 12th Street, 1st Floor, Kansas City, Missouri, 64106 until 2:00 P.M., Tuesday **February 26, 2019** at which time bidding will be closed.

- a. All Bids will be opened and read aloud. The Bid Envelope must contain all required submissions to be included with the Bid. No Bid may be withdrawn for a period of ninety (90) days after the Bid is opened. Bid security shall likewise continue for the same ninety (90) days unless earlier released by the City. The successful Bidder shall comply with all Bidding and contract requirements. Bids, once opened and read, may not be withdrawn without forfeiture of the Bid security.
- b. All Bids shall be addressed to the Manager of Procurement Services, shall state on the outside of the sealed Bid envelope "Bid Enclosed", title and Project number, and shall be deposited in the locked Bid box. All Bids must comply with the Bidding Requirements of Kansas City, Missouri (OWNER).

2. Consideration of Bids

- a. The City will determine the lowest and best Bid. The City may reject any or all bids. If the City rejects all Bids, the City may: (1) resolicit Bids following the City's normal solicitation procedure; or (2) solicit Bids only from those Bidders that submitted a Bid pursuant to the original solicitation; or (3) use an expedited Bid submission schedule with or without readvertising or issuing any other public notice when the City determines that the delay from the normal City solicitation procedure would not be in the City's best interests.
- b. Alternates. If this solicitation includes Bid Alternates, the City, in its sole discretion, may include any, all or none of the Alternates in determining the lowest and best Bid. In determining lowest and best Bid, the City may include the Alternates in any combination and in any order or priority or choose none of the Alternates. The City may make this determination at any time after Bid Closing and prior to Contract award. The City will act in the best interest of the City in determining whether to include any, all or none of the Alternates and the combination and priority of any Alternates selected. If additional funding becomes available after Contract award, City may add any or all of the Alternates to the Contract by change order.

3. Evidence of Competency to Perform. Each bidder shall furnish with the bid satisfactory evidence of Bidder's competency to perform the proposed work. Such evidence of competency shall consist of the following:

- a. Completed Form 00410.01 Experience Reference Summary for three projects of similar scope performed within the past 5 years including the name, address and telephone number of the contact person having knowledge of the project and the dollar value of the project.

- b. Statement that, during the three (3) years immediately preceding the date of the Bid, Bidder has received no written notices of violations of any federal or state prevailing wage statute in which prevailing wage penalties were assessed against the Bidder or Bidder has been found in such but has made restitution to affected workmen and complied with any statutory penalty; and a statement that Bidder is current on payment of Federal and State income tax withholdings and unemployment insurance payments
- c. Statement that Bidder participates in a training program that facilitates entry into the construction industry and which may include an on-the-job or in-house training program. By submitting its Bid, Bidder is agreeing to timely submit during the 48 hours after Bid opening an affidavit of describing such program and Bidder's participation.
- d. Identify the following Key Personnel proposed for the Project. (**NOTE:** Key Personnel must be committed to the Project for its duration, and may not be removed or substituted without the City's prior written consent.)
 - (1) GC Project Manager
 - (2) On-Site Field Superintendent
 - (3) QC/QA Manager
 - (4) Safety Officer

4. Waiver of Bid Requirements the City Manager or his delegate at any time may waive any requirements imposed by this solicitation or by any City regulation when failure to grant the waiver will result in an increased cost to the City and the requirement waived would be waived for all Bidders for this solicitation and it is in the best interest of the City to grant the waiver. The City Council at any time may waive any requirements imposed in this solicitation by the City's Code of Ordinances when it finds failure to grant the waiver will result in an increased cost to the City and the waived requirement would be waived for all Bidders for this solicitation and it is in the best interest of the City to grant the waiver. The City reserves the right to waive any irregularities and/or formalities as deemed appropriate.

5. Late Bids Bids and modifications of Bids received after the exact hour and date specified for receipt will not be considered unless: (1) the Bid is sent via the U.S. Postal Service, common carrier or contract carrier, by a delivery method that guarantees the Bid will be delivered to the City prior to the submission deadline; or (2) if the Bid is submitted by mail, common carrier or contract carrier it is determined by the City that the late receipt was due solely to an error by the U.S. Postal Service, common carrier or contract carrier; or (3) the Bid is timely delivered to the City but is at a different City location than that specified in this IFB; or (4) the City extends the time after the deadline for a force majeure event that could potentially affect any or all Bidders meeting the deadline.

6. Interpretations and Addenda All questions about the meaning or intent of the Bidding Documents may be directed to the Project Manager listed at the end of these Instructions to Bidders. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda to all parties recorded as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only answers issued by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City.

7. Bid Security Requirements All Bids submitted must be accompanied by a Bid deposit in the amount of five percent (5%) of the base Bid which shall be in the form of a Bid Bond (on the form provided in these Bidding Documents), Cashier's Check, Letter of Credit, Certificate of Deposit or other instrument approved in advance by the City. Prior to submittal of the Bid the City Treasurer must approve both the financial institution and text of a Letter of Credit. A Cashier's Check or a Certificate of Deposit shall be payable to the City Treasurer.

8. Forfeiture of Security If a Bidder fails or refuses to execute the Contract when requested by the City, any Bid security given to the City shall immediately become due and payable and forfeited to the City as liquidated damages.

9. Mistake in Bid Security by submitting a Bid, Bidder is agreeing to correct any mistakes on a Bid security submission when requested by the City. When such a mistake occurs and a Bidder fails or refuses to correct the mistake or execute the Contract when requested by the City, any Bid security shall be forfeited to the City and the Bidder shall also be subject to debarment and damages.

10. Bids that Exceed the Engineer's Estimate the City may offer the apparent lowest and best Bidders the option of performing the Work for the Engineer's estimate for the Project with no changes to the Bid requirements or scope of the Project if the Bid is not more than five percent higher than the Engineer's estimate.

11. Post Bid Required Submissions the Successful Bidder will be required to submit the following documents with the signed copies of the Bid Form/Contract or within the timeframes specified in the Notice of Intent to Contract letter. Copies of the City's forms that the successful Bidder will be required to sign are bound into this Project Manual for information:

- a. Properly signed, dated, and sealed Performance and Maintenance Bond and Payment Bond;
- b. Properly completed certificates of insurance;
- c. Copies of licenses required by the City to do the Work;
- d. A copy of CONTRACTOR's current Certificate of Good Standing or Fictitious Name Registration from the Missouri Secretary of State, or other acceptable proof; and

12. Indemnification – City of Kansas City. The contract documents contains a requirement that Contractor shall indemnify, defend and hold harmless the City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the contract, caused in whole or in part by Contractor, its employees, agents, or Subcontractors, or caused by others for whom Contractor is liable, including negligent acts or omissions of the City, its agencies, officials, officers, or employees. The contract requires Contractor to obtain specified limits of insurance to insure the indemnity obligation. Contractor has the opportunity to recover the cost of the required insurance in the Contract Price by including the cost of that insurance in the Bid amount.

13. City's Buy American and Missouri Preference Policies It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. When Bids offer quality, price, conformity with specifications, term of delivery and other conditions imposed in the specifications that are equal, the City shall select the Bid that uses manufactured goods or commodities that are manufactured or produced in the United States. The City shall give preference to all commodities manufactured, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations or individuals, when quality is equal or better and delivered price is the same or less. It is the bidder's responsibility to claim these preferences.

14. Affirmative Action It is the policy of the City that any person or entity entering into a contract with the City, will employ applicants and treat employees equally without regard to their race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age. Bidder will be required to comply with the City's Affirmative Action ordinance if Bidder is awarded a contract from the City totaling more than \$300,000.00. If you have any questions regarding the City's Affirmative Action requirements, please contact HRD at (816) 513-1836 or visit the City's website at www.kcmo.gov.

15. Tax Clearance Bidder will be required to furnish to CITY sufficient proof from City's Commissioner of Revenue, verifying that Bidder is in compliance with the license and tax ordinances administered by City's Revenue Division as a precondition to CITY making its first payment under any CONTRACT over \$160,000.00. Bidder will also be required to obtain proof of City tax compliance from all of its Subcontractors prior to the Subcontractors performing any Work.

16. Substitutions or "Or-Equal" Items The procedure for submission of substitutions or "or-equal" items is set forth in the General Conditions and Supplementary Conditions.

17. Prevailing Wage Requirements the Successful Bidder shall pay the prevailing hourly rate of wages as determined by the Missouri Annual Wage Order and/or Federal Wage Determination set forth in the Project Manual. In case of a conflict between Missouri and Federal wage rates, the higher rate shall apply.

Successful Bidder shall be required to use City's Internet web based Prevailing Wage Reporting System provided by City and protocols included in that software during the term of this Contract. When requested by the City, Bidder shall submit user applications to City's provided Prevailing Wage Reporting System for all applicable personnel and shall require subcontractors to submit same.

18. Contract Information Management System. Successful Bidder shall be required to use City's Internet web based Contract Information Management System/Project Management Communications Tool provided by City and protocols included in that software during the term of this Contract. Bidder/Proposer shall submit user applications to City's provided Contract Information Management System for all personnel, subcontractors or suppliers as applicable.

19. MBE/WBE Program Requirements City desires that Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) have a maximum opportunity to participate in the performance of City contracts. The goals for this specific Project are **(10%)** MBE participation and **(4%)** WBE participation. The City's HRD Forms and HRD Instructions for Construction Projects are incorporated into these Bidding Documents and the Contract Documents. The MBE/WBE Directory is available on the City's website at www.kcmo.gov. Please call the Human Relations Department at (816) 513-1836 for assistance.

Successful Bidder shall be required to use City's Internet web based MBE/WBE Program Reporting System provided by City and protocols included in that software during the term of this Contract. When requested by the City, Bidder shall submit user applications to City's provided MBE/WBE Program Reporting System for all applicable personnel and shall require subcontractors/subconsultants to submit same.

20. Waiver of MBE/WBE Requirements the City Council may waive any and all MBE/WBE requirements imposed by any Bidding Document or the MBE/WBE Ordinance and Contract with the lowest and best Bidder if the City Council determines a waiver is in the best interests of the City.

21. Forfeiture of Bid Bond for Failure to Make MBE/WBE Submissions By submitting its Bid, Bidder is agreeing to the following: (1) Bidder has made by Bid opening a good faith effort to meet the MBE/WBE goals established for the Project; or Bidder will continue to make during the 48 hours after Bid opening a good faith effort to meet the MBE/WBE goals established for the Project; and (2) Bidder will timely submit its 00450 HRD Construction Contractor Utilization Plan/Request for Waiver (HRD Form 8) and 00450.01 Letter of Intent to Subcontract for each MBE/WBE listed on the 00450 HRD Construction Contractor Utilization Plan/Request for Waiver; and (3) Bidder will submit documentation of its good faith efforts to meet the MBE/WBE goals when requested by the City. Failure to meet these requirements in good faith will result in Bidder being debarred and forfeiting its Bid Bond.

22. Workforce Program Requirements. City desires that minorities and women have a maximum opportunity to practice their trades on city construction projects. The minimum company-wide goals are a ten percent (10%) minority workforce and two percent (2%) women

workforce. The City's HRD Forms and HRD Instructions for Construction Projects are incorporated into these Bidding Documents and the Contract Documents.

Successful Bidder shall be required to use City's Internet web based Workforce Program Reporting System provided by City and protocols included in that software during the term of this Contract. When requested by the City, Bidder shall submit user applications to City's provided Workforce Program Reporting System for all applicable personnel and shall require subcontractors to submit same.

23. Subcontractors, Suppliers and Others

a. If the Contract Documents require the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to City, the apparent lowest and best Bidder, and any other Bidder so requested, shall submit to City a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. An experience statement shall accompany such list with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier or organization if requested by City. If City has reasonable objection to any proposed Subcontractor, Supplier or other person or organization, City may request the apparent lowest and best Bidder to submit an acceptable substitute without an increase in Bid price.

b. By submitting its Bid, Bidder agrees that it has read and understands all the provisions of General Condition No. 6.07, Concerning Subcontractors, Suppliers and Others, and that it will comply with all those provisions including but not limited to mandatory mediation of disputes and the prohibition against paid-if-paid and paid-when-paid contract clauses. It is the City's expectation that all Subcontractors and Suppliers will be treated fairly and in good faith by the successful Bidders and that the successful Bidder will make all reasonable efforts to resolve contract disputes with a Subcontractor or Supplier in a prompt and fair manner. If the City is notified by a Subcontractor or Supplier of a contract claim with the successful Bidder, City will notify the successful Bidder and will request prompt resolution of the claim. City will provide any such Subcontractor or Supplier information regarding mandatory mediation as well as a copy of the Payment Bond. City may notify the Surety that City has taken cognizance of such claim.

c. In accordance with the Missouri Prompt Payment Act, City reserves the right to withhold payment(s) in good faith from the successful Bidder due to: i) the successful Bidder's failure to comply with any material provision of the contract; ii) third party claims filed or reasonable evidence that a claim will be filed; iii) the successful Bidder's failure to make timely payments for labor, equipment or materials; or iv) for damage to a Subcontractor or Supplier.

d. By submitting its Bid, Bidder agrees it will not deny any Subcontractor subcontracting opportunities solely because the Subcontractor is not a signatory to collective bargaining agreements with organized labor.

e. The provisions of GC 6.07 are a material term of the Contract with the City and failure by the successful Bidder to comply with the provisions of this section will be taken into consideration by City in making the determination of lowest and best bidder in any subsequent City contracts.

24. On-Site Inspection the Project Site will be available for inspection by Bidders. Bidders visiting the Project Site shall be responsible for their own safety.

25. Signatures Each copy of the Bid Form/Contract must be signed and properly dated by the following, as applicable:

Limited Liability Company:

a member of the limited liability Company authorized to sign on behalf of the company.

Partnership:

a partner authorized to sign on behalf of the partnership.

Sole Proprietor:

the proprietor.

Joint Venture:

the parties to the Joint Venture authorized to sign on behalf of each party to the Joint Venture, or a person authorized by each party to the Joint Venture to sign on behalf of all parties to the Joint Venture.

Corporation:

a corporate office authorized to sign on behalf of the corporation. Corporation's seal must be attached to the signature.

26. Forward all questions in writing to the following Project Manager and Contract Administrator. Questions received less than fourteen (14) days prior to the Bid Date may not be answered. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda to all Bidders. Oral or other interpretations or clarifications shall be without legal effect, even if made at a Pre-Bid Meeting.

Garrett Ross, Project Manager
Public Works Department
4721 Coal Mine Road
Kansas City, MO 64130
(816) 985-8190 Phone Number
(816) 513-4717 Facsimile Number
E-mail: Garrett.Ross@kcmo.org

Darrell Everette, Procurement Manager
General Services
City Hall
414 E. 12th Street
1st Floor-Room 102W
Kansas City, Missouri 64106
(816) 513-0798
(816) 513-2812 Fax
E-mail: Darrell.everette@kcmo.org



For persons with disabilities needing reasonable accommodations please contact Meg Conger at 816-513-6589. If you need to use the Relay Service, please dial 711.



BID FORM / CONTRACT

Project Number: 19-3/CS190045

Project Title: Resurface Designated Streets 59th St to South CL

1. Bidder, having examined the Bidding Documents, related documents and the Site of the Work, and being familiar with all the conditions affecting the construction of the proposed Work, including Laws and Regulations and the availability of materials and supplies, agrees, if this Bid is selected by CITY, this Bid Form/Contract will become the Contract between Bidder and CITY for Bidder to furnish all labor and materials, equipment and services necessary for the proper completion of the Work in accordance with the Contract Documents, including general construction work at the price(s) stated below, which stated sums include fees and all other charges applicable to materials, appliances, labor and all things subject to and upon which other charges may be levied.
2. Bidder agrees the Contract Documents will comprise the entire agreement between CITY and Bidder. The Contract Documents are identified in the General Conditions and are incorporated into and made part hereof this Bid Form/Contract by reference.
3. Bidder agrees that if this Bid Form/Contract is executed by CITY, Bidder's offer is accepted and this Bid Form/Contract that incorporates all other Contract Documents shall constitute the Contract between the parties. Bidder authorizes the CITY to fill in the Contract Price on this Bid Form/Contract in accordance with Bidder's Bid. Bidder agrees that this Bid Form/Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Bid Form/Contract and all of which, when taken together, will be deemed to constitute one and the same Bid Form/Contract. This Bid Form/Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Bid Form/Contract and shall be acceptable in a court of law. A copy of this Bid Form/Contract shall constitute an original and shall be acceptable in a court of law.
4. The Bid Price(s) shall be shown in numeric figures only.
TOTAL BASE BID IN NUMERIC FIGURES \$ 3,421,794.00
5. The undersigned Bidder has given CITY'S Project Manager written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the Project Manager or by the DESIGN PROFESSIONAL is acceptable to Bidder.
6. The undersigned Bidder agrees that this Bid shall remain subject to selection by CITY, and may not be withdrawn for ninety (90) days after the day Bids are opened.
7. The undersigned Bidder certifies that this Bid contains no modifications, deviations, riders or qualifications.
8. Form 00412 Unit Prices contain prices included in the Base Bid, and are incorporated into this Bid. Form must be completed and returned with this Bid.
9. The undersigned Bidder acknowledges receipt of the following addenda listed by number and date appearing on each addendum:

Addendum Number	Dated	Addendum Number	Dated
(None)	()	()	()
()	()	()	()
()	()	()	()
()	()	()	()
()	()	()	()
()	()	()	()
()	()	()	()

10. By submitting its bid, Bidder is agreeing to meet or exceed the minimum employment goals of 10% minority and 2% women during the term of its contract with the City, or request a waiver of the goals. If a waiver is requested, Bidder must establish good faith efforts towards meeting the goals as set forth in the HRD Instructions for Construction Contracts and the City's Construction Employment Program Ordinance (commonly known as the "Workforce Ordinance") (City Code Section 3-515). Within forty-eight (48) hours after bid opening, the construction contractor shall submit **HRD Employee Identification Report Form-Rev. 102715** which shall include: the name, home address, job title, sex and race/ethnicity of each person the contractor anticipates will be performing construction labor hours creditable towards the minimum workforce goals applicable to the construction contractor individually.
11. Should Bidder fail to meet or exceed the minimum employment goals or otherwise establish that Bidder is entitled to a waiver under circumstances in which Bidder has previously failed to meet or exceed the goals on one or more occasions with the twenty-four month period immediately preceding the completion of the Work under this Bid Form/Contract, Bidder may be suspended from participating, either as a contractor or subcontractor, on any future contract with the City for a period ranging from thirty days to six months as further specified in the Contract Documents. This program is distinguished from the M/WBE Program in that it is not based on company ownership but rather is based on workforce hours instead of a budgetary allocation of work.
12. By submitting its bid, Bidder warrants that if its bid should exceed \$300,000.00 and Bidder employs fifty (50) or more people, Bidder has an affirmative action program in place and will maintain the affirmative action program in place for the duration of its contract with the City. Bidder further warrants that it will comply with the affirmative action requirements contained in the General Conditions as incorporated by reference into this Bid Form/Contract.
13. Section 15 through Section 18 constitutes the Affidavit of Intended Utilization required to be submitted by Bidders.
14. By submitting its bid, Bidder is agreeing to the following: (1) Bidder has made by bid opening a good faith effort to meet the MBE/WBE/DBE goals established for the project; or Bidder will continue to make during the 48 hours after bid opening a good faith effort to meet the MBE/WBE/DBE goals established for the project; and (2) Bidder will timely submit its **00450 HRD 08 Contractor Utilization Plan/Request for Waiver** and **00450.01 Letter of Intent to Subcontract** for each MBE/WBE listed on the 00450 HRD 08 Construction Contractor Utilization Plan/Request for Waiver;; and (3) Bidder will submit documentation of its good faith efforts to meet the

MBE/WBE/DBE goals when requested by the City. Failure to meet these requirements in good faith will result in Bidder forfeiting its bid bond.

PROJECT GOALS: 10% MBE 4% WBE % DBE

BIDDER PARTICIPATION: 10 % MBE 4 % WBE % DBE

15. To the best of Bidder's knowledge, the following are names of certified MBEs and/or WBEs with whom Bidder, or Bidder's subcontractors, presently intend to contract with if awarded the Contract on the above project: (All firms must currently be certified by Kansas City, Missouri Human Relations Department)

A. Name of M/WBE Firm RLS TRUCKING, INC.
Address 8001 PROSPECT AVENUE, KANSAS CITY, MO 64132
Telephone No. (816) 921-1230
I.R.S. No. 74-3054802
Area/Scope of work MATERIAL HAUL
Subcontract amount \$ 171,090.00

B. Name of M/WBE Firm DELTA SWEEPING COMPANY
Address 2001 GUINOTTE AVENUE, KANSAS CITY, MO 64132
Telephone No. (816) 221-8851
I.R.S. No. 43-1159695
Area/Scope of work STREET SWEEPING
Subcontract amount \$ 85,215.00

C. Name of M/WBE Firm R.L. HANNAH & SONS TRUCKING, INC.
Address 28110 SW OUTER ROAD, HARRISONVILLE, MO 64701
Telephone No. (816) 380-4510
I.R.S. No. 43-1032004
Area/Scope of work MATERIAL HAUL
Subcontract amount \$ 51,657.00

D. Name of M/WBE Firm A. ROBINSON TRUCKING, LLC.
Address 9005 MANNING, RAYTOWN, MO 64138
Telephone No. (816) 916-8192
I.R.S. No. 01-0952358
Area/Scope of work MATERIAL HAUL
Subcontract amount \$ 171,090.00

E. Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____
Area/Scope of work _____
Subcontract amount _____

F. Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____
Area/Scope of work _____
Subcontract amount _____

(List additional MBE/WBEs, if any, on additional pages and attach to this form)

16. By submitting its bid, Bidder is agreeing it will identify and timely submit within 48 Hours after Bid opening those MBE/WBE subcontractors with dollar amounts and scopes of work, which apply to or exceed the MBE/WBE goals for the Project on the **00450 HRD 08 Contractor Utilization Plan/Request for Waiver**.
17. Bidder agrees that failure to meet or exceed the MBE/WBE Goals for the above project will require the Director of Human Relations to recommend disapproval of the bid unless the Director of Human Relations finds the Bidder established good faith efforts towards meeting the goals as set forth in the HRD Forms and Instructions for Construction Projects and the City's MBE/WBE Ordinance.

Business Entity Type:

- Missouri Corporation
- Foreign Corporation
- Fictitious Name Registration
- Sole Proprietor
- Limited Liability Company
- Partnership
- Joint Venture
- Other: (Specify) _____

BIDDER

Legal name & address of Bidder, person firm, partnership, corporation, or association submitting Bid:

J.M. FAHEY CONSTRUCTION COMPANY

Phone No: (816) 763-3010

Cell No: (816) 365-9773

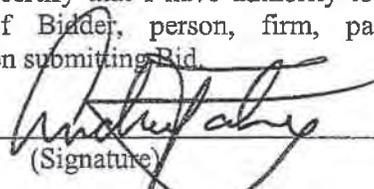
Facsimile No: (816) 763-3862

Bidder's E-Mail: _____

AMFAHEY@JMFAHEY.COM

Federal ID. No. 43-1029042

I hereby certify that I have authority to execute this document on behalf of Bidder, person, firm, partnership, corporation or association submitting Bid.

By: 
(Signature)

ANDREW M. FAHEY
(Print Name)

Title: VICE-PRESIDENT

Date: 2/26/2019

(Attach corporate seal if applicable)

NOTARY

Subscribed and sworn to before me this 26TH day of FEBRUARY, 2019.

My Commission Expires: Feb. 14, 2020 Barbara Durtson

ACCEPTANCE OF BID

CITY, by executing this Bid Form/Contract, hereby accepts Bidder's Bid and this Bid Form/Contract that incorporates all other Contract Documents shall constitute the Contract between the Parties.

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents a maximum amount of **Three Million Four Hundred Twenty One Thousand Seven Hundred Ninety Four and 00/100** Dollars, (**\$3,421,794.00**). The Contract Price includes:

00412 Unit Prices, included in the Bid, a copy of which is attached

By executing this Bid Form/Contract, CITY accepts Bidder's offer for the Contract Price stated above and this Bid Form/Contract that incorporates all other Contract Documents shall constitute the Contract between the parties

Sheni K. McInly

City of Kansas City, Missouri (OWNER or City)

Approved as to form:

[Signature]

Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

for Therese Danilow

Director of Finance

5-22-19

(Date)



EXPERIENCE AND REFERENCE SUMMARY

Project Number: 19-3/CS190045

Project Title: Resurface Designated Street – 59th Street to South City Limits

KANSAS CITY
MISSOURI

Firm's Legal Name	J. M. FAHEY CONSTRUCTION COMPANY
Mailing Address	408 HIGH GROVE ROAD, GRANDVIEW, MISSOURI 64030
Contact – Name & Email	ANDREW M. FAHEY, AMFAHEY@JMFAHEY.COM
Contact – Phone & Fax	(816) 763-3010, (816) 763-3862

NO.	PROJECT & LOCATION	OWNER NAME & ADDRESS CONTACT & PHONE NUMBER	PROJECT DURATION & DATE COMPLETED	\$ VALUE
1.	SEE ATTACHED			
2.				
3.				
4.				
5.				
6.				
7.				
9.				
10.				

J. M. Fahey Construction Company**Active Projects in excess of \$1,000,000.00
Project**

	Contract Amount	Status	Owner/Contact
KCMO 17-2 Resurface Designated Streets	\$4,011,887.10	active	City of Kansas City, Missouri Kerry Kanatzar 816-513-4743
KCMO 17-3 Resurface Designated Streets	\$3,012,638.31	close out	City of Kansas City, Missouri Kerry Kanatzar 816-513-4743
KCMO 18-2 Resurface Designated Streets	\$5,098,061.90	active	City of Kansas City, Missouri Kerry Kanatzar 816-513-4743
KCMO 135th Street Improvements Phase 3	\$2,449,963.36	close out	City of Kansas City, Missouri Kim Pemberton

**Active Projects less than \$1,000,000.00:
Project**

	Contract Amount	Status	Owner/Contact
Unified Government Leavenworth Road	\$333,225.00	active	Unified Government Wyane Moody 913-573-5700
KCMO WSD, 69th and Middle Blue River Bas	\$617,528.00	active	

**Completed projects past 3 years in excess of \$1,000,000.00:
Project**

	Contract Amount	Status	Owner/Contact
Unified Government 2017 NSRP # 2	\$1,567,876.23	complete	Unified Government Wyane Moody 913-573-5700
Prairie Village 2017 Paving/CARS	\$4,415,297.81	complete	City of Prairie Village Melissa Prenger
Johson County, Johnson County Taxilanes at	\$4,180,191.77	complete	Johnson County
City of Leawood 2017 Mill and Overlay	\$1,219,133.79	complete	City of Leawood David Ley
City of Lee's summit Todd George Road	\$1,097,309.55	complete	City of Lee's Summit
City of Olathe , 159th Street	\$2,736,753.50	complete	City of Olathe
KCMO 16-2 Resurface Designated Streets	\$3,404,611.12	complete	City of Kansas City, Missouri Kerry Kanatzar 816-513-4743
KCMO 16-3 Resurface Designated Streets	\$2,094,717.04	complete	City of Kansas City, Missouri Kerry Kanatzar 816-513-4743
KCMO Troost 23rd to 30th	\$6,829,776.42	complete	City of Kansas City, Missouri Mr. Damon Hodge 816-513-0019
City of Grandview Main Street Phase 4	\$1,960,154.01	complete	City of Grandview
Unified Government 2016 NSRP # 2	\$1,474,897.17	complete	Unified Government Wyane Moody 913-573-5700
City of Merriam antioch Road 67th to Johnsor	\$1,762,929.67	complete	City of Merriam
City of Raymore 58 Highway	\$1,456,472.15	complete	City of Raymore Mike Krass 816-892-3017



J. M. FAHEY
CONSTRUCTION COMPANY

408 High Grove Road
Grandview, Missouri 64030
(816) 763-3010
(816) 763-3862 FAX
www.jmfahey.com

February 26, 2019

Garret Ross
Project Manager
Public Works – City of Kansas City, MO.
4721 Coal Mine Road
Kansas City, Missouri 64130

Re: Resurface Designated Streets
Project No. 19-1, 19-2, and 19-3
Contract No. CS190043, CS190044, and CS190045

Mr. Ross:

As requested, J. M. Fahey Construction Company (JMFCC) is providing the following information:

During the three (3) years immediately preceding the date of the Bid, JMFCC has not received any written notices of violations of any federal or state prevailing wage law. JMFCC is current on payment of Federal and State income tax withholdings and unemployment insurance payments.

JMFCC will be utilizing the following Key Personnel for the Project:

- GC Project Manager: Dustin Stull
- Onsite Field Superintendent: Tim Way (Asphalt) and Dennis Bridger (Milling)
- QC/QA Manager: Nathan Winkelbauer
- Safety Officer: Corey Willey

Sincerely,

J.M. FAHEY CONSTRUCTION COMPANY

Dustin K. Stull
Project Manager

Attached: Form 00410.01 Experience Reference Summary
Affidavit of Training Program 081817

Highway and Heavy Construction Since 1971

ASPHALT PLANT LOCATIONS: 7014 Holliday Drive Kansas City, Kansas 66106 (913) 375-9000 • 8600 Tracy Kansas City, Missouri 64131 (816) 523-6766

KANSAS CITY
MISSOURI**UNIT PRICES**Project Number: 19-3/CS190045Project Title: Resurface Designated Streets 59th St to South CL

NOTE: IN THE EVENT OF DISCREPANCY, UNIT PRICE SHALL GOVERN.

Item No.	Unit	Quantity	Item Description:	Unit	Extension
1	EACH	80	Water Valve Adjustment - Ring	\$45.00	\$3,600.00
2	EACH	25	Manhole Adjustment - Ring	\$100.00	\$2,500.00
3	EACH	10	Survey Monument Adjustment	\$10.00	\$100.00
4	SQ-YD	400,000	Cold Milling 2 Inch Nominal Depth	\$0.95	\$380,000.00
5	SQ-YD	55,000	Cold Milling Curb Line	\$1.00	\$55,000.00
6	TONS	50,000	Asphaltic Concrete Surface in Place - RC Type 01-5	\$49.75	\$2,487,500.00
7	TONS	600	Miscellaneous Overlay in Place RC Type 01-5	\$72.00	\$43,200.00
8	TONS	2,000	Small Area Paving	\$72.00	\$144,000.00
9	LIN-FT	185,000	Thermoplastic Pavement Markings - 4in.	\$0.52	\$96,200.00
10	LIN-FT	500	Type I Preformed Pavement Marking Tape Pavement Markings - 6in.	\$7.00	\$3,500.00
11	LIN-FT	50	Type I Preformed Pavement Marking Tape Pavement Markings - 8in.	\$9.00	\$450.00
12	LIN-FT	450	Type I Preformed Pavement Marking Tape Pavement Markings - 12in.	\$16.00	\$7,200.00
13	LIN-FT	1,200	Type I Preformed Pavement Marking Tape Pavement Markings - 24in.	\$24.00	\$28,800.00
14	EACH	50	Type I Preformed Pavement Marking Tape Pavement Markings - Arrows	\$260.00	\$13,000.00
15	EACH	10	Type I Preformed Pavement Marking Tape Pavement Markings - Combo Arrows	\$500.00	\$5,000.00
16	EACH	10	Type I Preformed Pavement Marking Tape Pavement Markings - MUTCD Fig 9C-9 (Sharrow)	\$380.00	\$3,800.00
17	EACH	20	Type I Preformed Pavement Marking Tape Pavement Markings - White Bike Symbol	\$450.00	\$9,000.00
18	EACH	20	Type I Preformed Pavement Marking Tape Pavement Markings - White Yield Line Symbol (shark teeth)	\$150.00	\$3,000.00
19	LIN-FT	150	Removal of Pavement Marking	\$3.00	\$450.00
20	SQ-YD	160	Concrete Inlay - 6in.	\$75.00	\$12,000.00
21	EACH	3	Speed Hump Install	\$1,250.00	\$3,750.00
22	EACH	3	Type I Preformed Pavement Marking Tape Pavement Markings - Speed Hump	\$1,200.00	\$3,600.00
23	EACH	5	Loop Detectors 5' x 30'	\$2,591.00	\$12,955.00
24	EACH	3	Loop Detectors 6' x 6'	\$1,063.00	\$3,189.00
25	DOLLAR	100,000	(Soft) Spot Patching	\$1.00	\$100,000.00
			TOTAL BID ITEMS #1 THROUGH #25		\$3,421,794.00

Note: May be printed, for manual fill-in, or filled in on electronic excel spreadsheet version.



BID BOND

Project Number 19-3/CS190045

Project Title Resurface Designated Streets 59th Street to South City Limits

Bond Number N/A

KNOW ALL MEN BY THESE PRESENTS: That J.M. Fahey Construction Company of Grandview, MO, as Principal, and Travelers Casualty and Surety Company of America as Surety, hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents unto KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation, as Obligee, in the sum of

Five Percent of Amount Bid Dollars (\$ 5% of Amount Bid), lawful money of the United States.

WHEREAS, Principal is herewith submitting its Bid to enter into a contract with Kansas City for the above referenced project,

NOW, THEREFORE the condition of this obligation is such that if the Principal is awarded the contract the Principal will, within the time required, enter into a contract and give a good and sufficient surety bonds to secure the performance of the terms and conditions of the contract and for the prompt payment of all labor and material furnished in the prosecution thereof as required by the contract documents, then this obligation shall be void; otherwise the Principal and Surety will immediately pay unto the Obligee the full amount of this bond as liquidated damages for failure to fulfill the conditions of this obligation, but in no event shall the Surety's liability exceed the penal sum hereof.

Signed, sealed and delivered this 26th day of February, 2019.

BIDDER AND PRINCIPAL

Name, address and facsimile number of Bidder and Principal

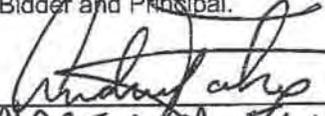
J.M. Fahey Construction Company

408 High Grove Road

Grandview, MO 64030

(816) 763-3862

I hereby certify that I have authority to execute this document on behalf of Bidder and Principal.

By: 
Title: ANDREW M. FAHEY, VICE-PRESIDENT

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

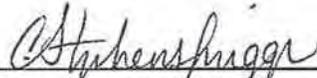
Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183

(860) 277-7002

I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety has an A.M. Best rating of A- or better; (3) Surety is named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and (4) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

By: 

Title: C. Stephens Griggs, Attorney-in-Fact

Date: February 26, 2019

(Attach seal and Power of Attorney)



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **C. Stephens Griggs** of **Kansas City Missouri**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



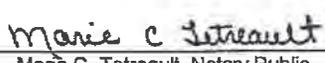
State of Connecticut
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the **30th** day of **June**, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

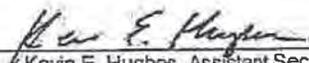
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **26th** day of **February**, 2019




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



HRD Contractor Utilization Plan Approval

Date: March 18, 2019
 To: Janice Taylor, Human Relations Department
 From: Darrell Everette, General Services Department
 Subject: Project No/Contract No.: 19-3 / CS190045
 Project Title: Resurface Designated Street – 59th Street to South City Limits

Funding: <input checked="" type="checkbox"/> City (MBE/WBE/DBE) <input type="checkbox"/> Federal (DBE) ¹ <input type="checkbox"/> State (DBE) ¹ - Grant <input type="checkbox"/> Other: _____	
Contract Category: <input checked="" type="checkbox"/> Construction <input type="checkbox"/> General Service <input type="checkbox"/> Facility Repair <input type="checkbox"/> Design Professional <input type="checkbox"/> Professional Services <input type="checkbox"/> Concession <input type="checkbox"/> Other: _____	
Bid/Proposal Closing Date: 2/26/2019 No. of Bidders/Proposers: 3	
Recommended Bid/Proposal²: \$ \$3,421,794.00	
Company: J.M. Fahey Construction Co. Contact: Andrew Fahey Contact Email: amfahey@jmfahay.com	Address: 408 High Grove Road, Grandview, MO 64030 Phone: 816-763-3010 Fax: 816-763-3862
Additional Information: 	

cc: Garrett Ross, Project Manager; Carla Hardin

FOR HUMAN RELATIONS DEPARTMENT USE ONLY The attached Contractor Utilization Plan is:		The Request for Best Faith Efforts Waiver is:
<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Applicable
Contractor Utilization Plan Participation: <u>10</u> % MBE & <u>4</u> % WBE or _____ % DBE		Date: <u>4/08/19</u>
Human Relations Department		

FOR GRANTING AGENCY USE ONLY³ <input type="checkbox"/> N/A Approved by: _____ _____ Date: _____
--

¹ DBE Programs apply to specific federal or state grant requirements.
² The dollar figure here should match the approved Bid/Proposal recommendation or amendment preparation checklist on file with the requesting department.
³ Federal and state grant agreements may require granting agency approval of contract goals.

Inter-Departmental Communication

Date: April 8, 2019

To: Jermaine Reed, Chair: Transportation & Infrastructure Committee

From: Phillip Yelder Director Human Relations Department

Subject: Docket Memo #CS190045 19-3

CONTRACTOR:

Address: J.M. Fahey Construction Company
408 High Grove Road,
Grandview, Mo. 64030

Contract # 19-3/ CS190045 resurfacing Designated Streets om
From 59th to South City Limits
Contract Amount: \$3,421,794.00
MBE Goal 10%
WBE Goal: 4%
Total MBE Achieved: 10%
Total WBE Achieved: 4%

MBE SUBCONTRACTORS:

Name: RLS Trucking, Inc.
Address: 8001 prospect Ave.
Kansas City, Mo. 64132
Scope of Work: Trucking & Hauling Materials
Dollar Amount: \$171,000.00 (5%)
Ownership: Robert L. Shaw, Owner
Structure: AAM

MBE SUBCONTRACTORS:

Name: A. Robinson Trucking, LLC
Address: 9005 Manning
Raytown, Mo. 64136
Scope of Work: Materials/ Hauling
Dollar Amount: \$171,090.00 (5%)
Ownership: Alan Robinett
Structure: AAM

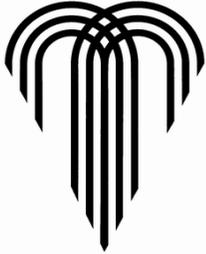
WBE SUBCONTRACTORS:

Name: Delta Sweeping Company
Address: 2001 Guinotte Ave.
Kansas City, Mo. 64132
Scope of Work: Street Sweeping
Dollar Amount: \$85,215.00 (2.5%)
Ownership: Suzanne Francis
Structure: Caucasian Female Code 27

WBE SUBCONTRACTORS:

Name: R.L. Hannah & Sons Trucking, Inc.
Address: 28110 SW outer Road
Harrisonville, Mo. 64701
Scope of Work: Hauling
Dollar Amount: \$51,657.00 (1.5%)
Ownership: Sharon Green
Structure: Caucasian Female Code 27

Comments:



CHANGE ORDER

Project Number 19-3

Project Title Resurface Designated Streets

Change Order No: 1 Date of Issuance: 7/1/2019

Ordinance No: 190255 Ordinance Effective Date: 5/24/2019
 Contract Notice To Proceed Date: 6/18/2019

To CONTRACTOR: J.M. Fahey Construction Co.
 408 High Grove Road
 North Kansas City, MO 64116

The Contract is changed as follows:

This change order no.1 adjusts bid quantities and adds items #26, #27, and #28.

This Change Order constitutes compensation in full on behalf of the Contractor and its subcontractors and suppliers for all costs, including impact costs and extended general conditions, and markups directly and indirectly attributable to the Work changes ordered herein, for all delays related thereto and for performance of the changes within the time stated. Contractor hereby releases all claims for delay, interruption, extended general conditions, impact and cumulative impact claims for this Work.

See Attached Document(s).

Not valid until signed by the Director.

The original Contract Price was	<u>\$3,421,794.00</u>
Net change by previously authorized Change Orders	<u>\$0.00</u>
The Contract Price prior to this Change Order was	<u>\$3,421,794.00</u>
The Contract Price will be (<input type="checkbox"/> increased by) (<input type="checkbox"/> decreased by) (<input checked="" type="checkbox"/> unchanged)	<u>\$0.00</u>
The new Contract Price including this Change Order will be	<u>\$3,421,794.00</u>
The Contract Time will be (<input type="checkbox"/> increased by) (<input type="checkbox"/> decreased by) (<input checked="" type="checkbox"/> unchanged)	
The date of Substantial Completion as of the date of this Change Order therefore is	<u>9/27/2019</u>
The date of Final Completion as of the date of this Change Order therefore is	<u>10/31/2019</u>

Project Number & Project Title :19-3 Resurface Designated Streets
 Change Order No. 1

DESIGN PROFESSIONAL:	By:	Date:
	Title:	
CONTRACTOR: J.M. FAHEY CONSTRUCTION COMPANY	By: DUSTIN K. STULL 	Date: 7/01/2019
	Title: PROJECT MANAGER	
CITY:	By:	Date:
	Title:	

Approved as to form: _____
 Assistant City Attorney

I certify there is a balance otherwise unencumbered to the credit of the appropriation to which the above amount is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the above obligation.

 Director By: _____ Date

- Distribution:
- CITY
 - CONTRACTOR
 - DESIGN PROFESSIONAL

REMINDER: CONTRACTOR is responsible for considering the effect this Change Order may have on its ability to meet or exceed the D/M/WBE participation amounts in its Contractor Utilization Plan (CUP) as amended by any previously approved Request for Modification/Substitution. If CONTRACTOR will not be able to achieve the approved participation amounts in performing the work included within this Change Order, or if CONTRACTOR needs to retain the services of additional D/M/WBEs not previously listed in its CUP, CONTRACTOR is advised to submit a Request for Modification/Substitution.

	Items to be Changed	Original Contract	Number of Units				Contract Unit Price	Amount of Overrun (+) Underrun (-) (This C. O.)	Bid Item Total	As-built Total
			Unit of Measure	Previous Change Orders	To Be Constructed	Overrun (+) Underrun (-) (This C. O.)				
1	Water Valve Adjustment - Ring	80.00	EACH	0.00	80.00	80.00	\$45.00	\$3,600.00	\$3,600.00	\$3,600.00
2	Manhole Adjustment - Ring	25.00	EACH	0.00	25.00	25.00	\$100.00	\$2,500.00	\$2,500.00	\$2,500.00
3	Survey Monument Adjustment	10.00	EACH	0.00	10.00	10.00	\$10.00	\$100.00	\$100.00	\$100.00
4	Cold Milling 2 Inch Nominal Depth	400,000.00	SQ-YD	0.00	90,000.00	90,000.00	\$0.95	\$85,500.00	\$380,000.00	\$85,500.00
5	Cold Milling Curb Line	55,000.00	SQ-YD	0.00	15,250.00	15,250.00	\$1.00	\$15,250.00	\$55,000.00	\$15,250.00
6	Asphaltic Concrete Surface in Place - RC Type 01-5	50,000.00	TONS	0.00	10,000.00	10,000.00	\$49.75	\$497,500.00	\$2,487,500.00	\$497,500.00
7	Miscellaneous Overlay in Place RC Type 01-5	600.00	TONS	0.00	600.00	600.00	\$72.00	\$43,200.00	\$43,200.00	\$43,200.00
8	Small Area Paving	2,000.00	TONS	0.00	2,000.00	2,000.00	\$72.00	\$144,000.00	\$144,000.00	\$144,000.00
9	Thermoplastic Pavement Markings - 4in.	185,000.00	LIN-FT	0.00	185,000.00	185,000.00	\$0.52	\$96,200.00	\$96,200.00	\$96,200.00
10	Type I Preformed Pavement Marking Tape Pavement Markings - 6in.	500.00	LIN-FT	0.00	500.00	500.00	\$7.00	\$3,500.00	\$3,500.00	\$3,500.00
11	Type I Preformed Pavement Marking Tape Pavement Markings - 8in.	50.00	LIN-FT	0.00	50.00	50.00	\$9.00	\$450.00	\$450.00	\$450.00
12	Type I Preformed Pavement Marking Tape Pavement Markings - 12in.	450.00	LIN-FT	0.00	450.00	450.00	\$16.00	\$7,200.00	\$7,200.00	\$7,200.00
13	Type I Preformed Pavement Marking Tape Pavement Markings - 24in.	1,200.00	LIN-FT	0.00	1,200.00	1,200.00	\$24.00	\$28,800.00	\$28,800.00	\$28,800.00
14	Type I Preformed Pavement Marking Tape Pavement Markings - Arrows	50.00	EACH	0.00	50.00	50.00	\$260.00	\$13,000.00	\$13,000.00	\$13,000.00
15	Type I Preformed Pavement Marking Tape Pavement Markings - Combo Arrows	10.00	EACH	0.00	10.00	10.00	\$500.00	\$5,000.00	\$5,000.00	\$5,000.00
16	Type I Preformed Pavement Marking Tape Pavement Markings - MUTCD Fig 9C-9 [Sharrow]	10.00	EACH	0.00	10.00	10.00	\$380.00	\$3,800.00	\$3,800.00	\$3,800.00
17	Type I Preformed Pavement Marking Tape Pavement Markings - White Bike Symbol	20.00	EACH	0.00	20.00	20.00	\$450.00	\$9,000.00	\$9,000.00	\$9,000.00
18	Type I Preformed Pavement Marking Tape Pavement Markings - White Yield Line Symbol (shark teeth)	20.00	EACH	0.00	20.00	20.00	\$150.00	\$3,000.00	\$3,000.00	\$3,000.00
19	Removal of Pavement Marking	150.00	LIN-FT	0.00	150.00	150.00	\$3.00	\$450.00	\$450.00	\$450.00
20	Concrete Inlay - 6in.	160.00	SQ-YD	0.00	160.00	160.00	\$75.00	\$12,000.00	\$12,000.00	\$12,000.00
21	Speed Hump Install	3.00	EACH	0.00	3.00	3.00	\$1,250.00	\$3,750.00	\$3,750.00	\$3,750.00
22	Type I Preformed Pavement Marking Tape Pavement Markings - Speed Hump	3.00	EACH	0.00	3.00	3.00	\$1,200.00	\$3,600.00	\$3,600.00	\$3,600.00
23	Loop Detectors 5' x 30'	5.00	EACH	0.00	5.00	5.00	\$2,591.00	\$12,955.00	\$12,955.00	\$12,955.00
24	Loop Detectors 6' x 6'	3.00	EACH	0.00	3.00	3.00	\$1,063.00	\$3,189.00	\$3,189.00	\$3,189.00
25	(Soft) Spot Patching	100,000.00	DOLLAR	0.00	62,000.00	62,000.00	\$1.00	\$62,000.00	\$100,000.00	\$62,000.00
26	Cold Milling 4 Inch Nominal Depth	0.00	DOLLAR	0.00	145,000.00	145,000.00	\$3.20	\$464,000.00	\$0.00	\$464,000.00
27	4" Asphaltic Concrete Surface in Place - RC Type 01-5	0.00	DOLLAR	0.00	33,000.00	33,000.00	\$55.25	\$1,823,250.00	\$0.00	\$1,823,250.00
28	Additional Traffic Control	0.00	DOLLAR	0.00	20,000.00	20,000.00	\$3.75	\$75,000.00	\$0.00	\$75,000.00
						Total		\$3,421,794.00	\$3,421,794.00	\$3,421,794.00

This change order no.1 adjusts bid quantities and adds items #26, #27, and #28.

CITY OF RAYTOWN
Request for Board Action

Date: September 12, 2019
To: Mayor and Board of Aldermen
From: Damon Hodges, City Administrator

Resolution No.: R-3236-19

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____

Action Requested: Board of Aldermen approval of the expense of Transportation Sales Tax funds for the upcoming 2019 Concrete Repair Project.

Recommendation: Staff recommends approval as submitted.

Analysis: The Public Works Department will utilize a City of Lee's Summit cooperative contract with Quality Custom Construction.

This project will be removing and replacing ADA ramps, curb & gutters, sidewalks, and driveway approaches that are within the annual pavement Micro-Surfacing areas, as well as adding other areas in need at various locations throughout the City.

The construction estimate from Quality Custom Construction is in the amount of \$37,605.15, as attached. Staff is requesting purchasing authority up to \$45,125.00 to accommodate for potential change orders. This is approximately 20% of the estimated total cost.

The current 2018-19 fiscal year budget has \$150,000.00 budgeted for Annual Concrete Curb, Sidewalk, and Paving Contract, within Repairs & Maintenance Services.

This project does not have any state or federal funding associated with it. This project will be inspected with the City's own personnel.

Alternatives: Do not do the project and leave the curbs, sidewalks, ADA ramps, and driveways as is.

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Fund: Transportation Sales Tax Fund
204.62.00.100.53600

Amount to Spend: \$45,125.00

Additional Reports Attached: Location map, Contractor estimate and Lee's Summit Cooperative Contract.

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH QUALITY CUSTOM CONSTRUCTION OFF THE CITY OF LEE'S SUMMIT CONTRACT FOR THE 2019 CONCRETE REPAIR PROJECT IN A TOTAL AMOUNT NOT TO EXCEED \$45,125.00

WHEREAS, the City of Raytown would like to begin its 2019 Concrete Repair Project; and

WHEREAS, the City of Raytown in the adoption of its purchasing policy has approved the use of competitive bids awarded by other governmental entities through the cooperative bidding process; and

WHEREAS, the City of Lee's Summit, Missouri has successfully bid concrete flatwork, curb replacement and street repair; and

WHEREAS, funds for such purposes are budgeted from the Transportation Sales Tax Fund and such expenditure was reviewed and approved by the Special Sales Tax Oversight Committee on September 10, 2019 as being consistent with voter intent; and

WHEREAS, the quote received from Quality Custom Construction for the measured construction estimate was \$37,605.15; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to enter into an agreement with Quality Custom Construction for the 2019 Concrete Repair Project off the City of Lee's Summit, Missouri agreement in the amount not to exceed \$37,605.15; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to authorize and approve an additional \$7,519.85 to fund any changes in the final unit measurements for a total amount not to exceed \$45,125.00.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the Board of Aldermen find it is in the best interest of the City to enter into an agreement with Quality Custom Construction for the 2019 Concrete Repair Project off the City of Lee's Summit, Missouri agreement in an amount not to exceed \$37,605.15; and

FURTHER THAT, the Board of Aldermen find it is in the best interest of the City to authorize and approve an additional \$7,519.85 to fund any changes in the final unit measurements for a total amount not to exceed \$45,125.00; and

FURTHER THAT the City Administrator is hereby authorized to execute any and all documents and to take any and all actions necessary to effectuate the terms of the Agreement and exercise the authority granted herein on behalf of the City.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 17th day of September, 2019.

Michael McDonough, Mayor

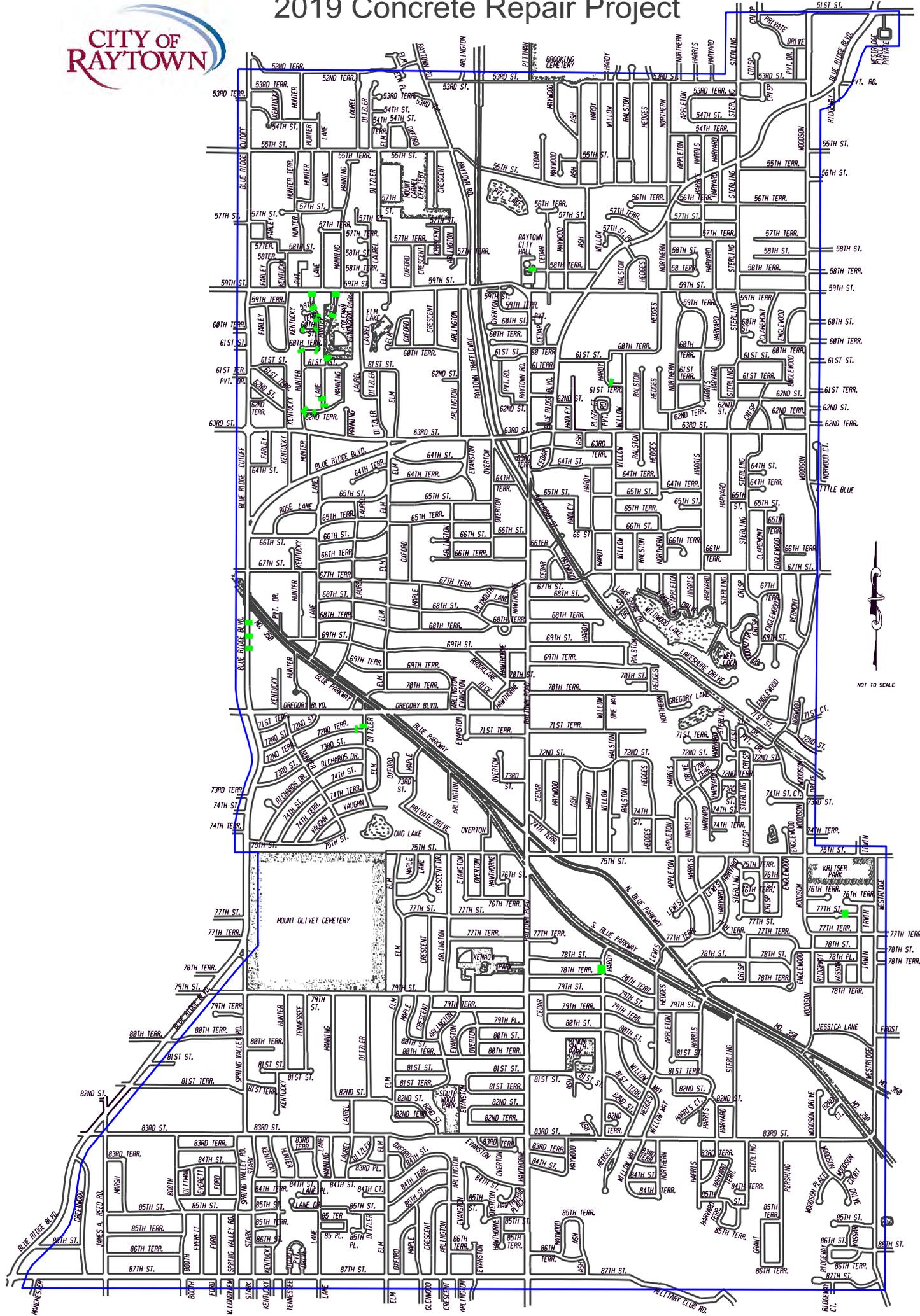
ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney

2019 Concrete Repair Project



NOT TO SCALE



QUALITY CUSTOM CONSTRUCTION

9707 S Corn Road
 Lone Jack, MO 64070
 816-697-3232

Estimate

Date	Estimate #
8/20/2019	2598

Name / Address
CITY OF RAYTOWN, MO 10000 E 59TH ST RAYTOWN, MO 64133

Item	Description	Qty	Cost	Total
NOTE	THIS PROPOSAL PERTAINS TO MISC CURB, ADA RAMP AND FLATWORK REPLACEMENT AT VARIOUS LOCATIONS, RAYTOWN MO.			
ADA RAMP	59th & Hunter - SW Corner - ADA Ramp - concrete portion	30.5	12.43	379.12
4" Ext. Slab	Sidewalk area	72	9.46	681.12
Curb	Curb CG-1	33.5	34.29	1,148.72
DETECTABLE S...	Cast in place panels - per sq ft	16	43.45	695.20
ADA RAMP	59th & Hunter - SE Corner - ADA Ramp - concrete portion	30	12.43	372.90
4" Ext. Slab	Sidewalk area	30	9.46	283.80
Curb	Curb CG - 1	20	34.29	685.80
DETECTABLE S...	Cast in place panels - per sq ft	16	43.45	695.20
Curb	8954 E 59th Terr - Replace CG - 2	23	35.76	822.48
Curb	8959 E 59th Terr - Replace CG - 2	100	35.76	3,576.00
Curb	8954 E 60th St - Replace CG - 2	24	35.76	858.24
Curb	8958 E 60th St - Replace CG - 2	21.33	35.76	762.76
Curb	6020 Hunter - Replace CG - 2	32	35.76	1,144.32
Curb	8961 E 60th St - Replace CG - 2	27	35.76	965.52
ADA RAMP	59th & Lane - SW Corner - ADA Ramp - Concrete Portion	36	12.43	447.48
4" Ext. Slab	Sidewalk Area	65	9.46	614.90
Curb	Curb CG - 1	30	34.29	1,028.70
DETECTABLE S...	Cast in place panels - per sq ft	16	43.45	695.20
ADA RAMP	59th & Lane - SE Corner - ADA Ramp - Concrete Portion	36	12.43	447.48
We look forward to serving you!		Total		



QUALITY CUSTOM CONSTRUCTION

9707 S Corn Road
 Lone Jack, MO 64070
 816-697-3232

Estimate

Date	Estimate #
8/20/2019	2598

Name / Address
CITY OF RAYTOWN, MO 10000 E 59TH ST RAYTOWN, MO 64133

Item	Description	Qty	Cost	Total
4" Ext. Slab	Sidewalk Area	30	9.46	283.80
Curb	Curb CG - 1	21	34.29	720.09
DETECTABLE S...	Cast in place panels - per sq ft	16	43.45	695.20
Curb	Park Maint. Bldg. - North of inlet - CG - 1	37.5	34.29	1,285.88
ADA RAMP	Livengood Park @ BB Field - ADA Ramp - Concrete Portion	36	12.43	447.48
4" Ext. Slab	Sidewalk Area	100	9.46	946.00
Curb	Curb CG - 1	21.5	34.29	737.24
DETECTABLE S...	Cast in place panels - per sq ft	8	43.45	347.60
Curb	6217 Hunter - Replace CG - 2	32.66	35.76	1,167.92
Curb	6225 Hunter - Replace CG - 2	24	35.76	858.24
Curb	8967 E 62nd Terr - Replace CG - 2	5	35.76	178.80
Curb	6200 Lane - Replace CG - 2	10	35.76	357.60
Curb	6205 Lane - Replace CG - 2	5	35.76	178.80
ADA RAMP	City Hall - East Employee Entrance - ADA Ramp - Concrete Portion	64	12.43	795.52
DETECTABLE S...	Cast in place panels - per sq ft	8	43.45	347.60
Curb	10130 E 78th Terr (along Hardy) - Replace CG - 2	150	31.57	4,735.50
6" Ext. Slab	6113 Hardy (on 61st Terr) - Replace driveway approach	342	9.43	3,225.06
4" Ext. Slab	6903 Blue Ridge Blvd - Replace sidewalk	16	9.46	151.36
4" Ext. Slab	6903 Blue Ridge Blvd - replace sidewalk	16	9.46	151.36
4" Ext. Slab	6945 Blue Ridge Blvd - replace sidewalk	16	9.46	151.36

We look forward to serving you!		Total		
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QUALITY CUSTOM CONSTRUCTION

9707 S Corn Road
 Lone Jack, MO 64070
 816-697-3232

Estimate

Date	Estimate #
8/20/2019	2598

Name / Address
CITY OF RAYTOWN, MO 10000 E 59TH ST RAYTOWN, MO 64133

Item	Description	Qty	Cost	Total
6" Ext. Slab	11800 E 77th st - Replace driveway approach	184	9.66	1,777.44
Curb	9118 E 72nd Terr. - CG - 2	36	35.76	1,287.36
Curb	9118 E 72nd Terr. (on Ditzler) - replace sidewalk	50	9.46	473.00
NOTE	QUANTITIES PROVIDED BY CITY OF RAYTOWN MOST OF WHICH WERE FIELD VERIFIED BY QCC. IN THE EVENT OF ADDITIONS AND/OR SUBTRACTIONS OF QUANTITIES REQUESTED BY THE CITY, FINAL INVOICE WILL REFLECT SUCH CHANGES			
NOTE	PRICES INCLUDE: REMOVAL OF EXISTING AREAS OF CONCRETE AND INSTALLATION OF NEW			
NOTE	CITY OF RAYTOWN TO PERFORM THE FOLLOWING: PATCH ASPHALT AREAS AFTER NEW CURB INSTALLATION, ANY GREENSPACE RESTORATION (IF APPLICABLE), STRIPING (IF APPLICABLE)			
NOTE	MISSOURI WAGE ORDER NUMBER 25, SECTION 048, JACKSON COUNTY, PERTAINS TO THE SAID WORK			
We look forward to serving you!			Total	\$37,605.15



LEE'S SUMMIT MISSOURI

INTEROFFICE MEMORANDUM CONTRACT DOCUMENT

DATE: February 28, 2019

TO: Key Purchasing Personnel

FROM: Purchasing Division 

RE: Concrete/Curb/Street
Bid 2019-014

Vendor	Quality Custom Construction PO Box 269 Grain Valley, MO 64029
Phone & Fax	PH: 816-697-3232 FAX: 816-696-3232 Cell: 913-208-8233
Contact Person	Ed Lipowicz
Ordering Instructions	<ul style="list-style-type: none"> o Using Department to enter a requisition in the Lawson System for a Purchase Order to be issued. o Requisition must include each item as a separate line item. o Invoices will be paid against Lawson System Receiver and Purchase Order.
Terms/Discounts	Net 30
Delivery	Destination
Pricing	See Attached Pricing Sheet
Response Time	As specified
Effective Dates	April 1, 2019 through March 31, 2020

cc: Bid File- Original memo
Intranet



LEE'S SUMMIT MISSOURI

NOTICE TO PROCEED

February 28, 2019

Mr. Ed Lipowicz
Quality Custom Construction
PO Box 269
Grain Valley, MO 64029

RE: Award of Yearly Contract for Concrete Flatwork, Curb Replacement and Street Repair
Bid 2019-014

Dear Mr. Lipowicz:

I am pleased to inform you the above referenced contract has been awarded to your company. The contract period will be April 1, 2019 through March 31, 2020, with four (4) possible renewal periods. A copy of the contract documents is enclosed.

The using departments will place orders with your company using a Purchase Order number. This Purchase Order number must be referenced on all invoices, delivery tickets, and all associated paperwork.

To ensure prompt payment, all invoices must be sent to Accounts Payable at ap@cityofls.net, via fax at 816-969-1113, or by US Mail to Attention Accounts Payable, City of Lee's Summit, 220 S.E. Green Street, Lee's Summit, MO 64063. Payment will be made within 30 days after receipt of the invoice.

I look forward to doing business with your company during this contract period. Please do not hesitate to contact me if any questions or concerns arise at 816-969-1087.

Thank you,



DeeDee Tschirhart, CPPB
Senior Procurement Officer

cc: Bid file
Accounts Payable

Procurement and Contract Services

220 SE Green Street | Lee's Summit, MO 64063 | P: 816.969.1080 | F: 816.969.1081 | cityofls.net

CITY OF LEE'S SUMMIT
PROCUREMENT AND CONTRACT SERVICES DIVISION
220 S.E. GREEN STREET
LEE'S SUMMIT, MO 64063
816-969-1087 Phone 816-969-1081 Fax
deedee.tschirhart@cityofls.net

INVITATION FOR BID NUMBER 2019-014

The City of Lee's Summit will accept electronically submitted bids through Public Purchase from qualified persons or firms interested in providing the following:

CONCRETE FLATWORK/CURB INSTALLATION/STREET REPAIR AS A YEARLY CONTRACT
IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS

BIDS MUST BE UPLOADED INTO PUBLIC PURCHASE E-PROCUREMENT SYSTEM PRIOR TO THE OPENING DATE OF
OCTOBER 5, 2019 AT 3:00PM LOCAL TIME

The cutoff date for any questions for this bid is September 28, 2018 at Noon, Local Time.

It is the responsibility of interested firms to check the City's e-procurement system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit,mo/buyer/public/publicinfo> for any addendums prior to the opening date and time of this Bid. All addendums must be signed and included with submitted Bid.

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

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service in accordance with all terms and conditions specified herein. Please type or print the information below.

Respondent is REQUIRED to complete, sign and return this form with their submittal.

Company Name

Quality Custom Construction

Address

9707 South Corn Rd.

City/State/Zip

Lone Jack, MO 64070

Telephone #

ed@qualitycustomconstruction.net

E-mail

Authorized Person (Print)

Ed Lipowicz II

Signature

President

Title

9-28-2018

Date

C Corporation

Entity Type

20-1823753

Tax ID #

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Affidavit, Compliance with Prevailing Wage
Work Authorization Affidavit and E-Verify Affidavit
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Personnel Qualifications
Insurance Requirements
General Terms and Conditions
Certified Payroll Forms-Prevailing Wage
Annual Wage Order

INVITATION FOR BID NUMBER 2019-014

The City of Lee's Summit will accept electronic bids from interested companies in providing concrete flat work, curb installation or street repair as a yearly contract. Bids must be received electronically in Public Purchase by 3:00 P.M. Local time, on October 5, 2018. Bids will be read aloud publicly in the Finance and Procurement Conference Room at City Hall, 220 SE Green Street, Lee's Summit, MO 64063, at the specified bid opening date and time.

Bidding documents and any addendums are available by accessing the City's e-bidding system, Public. Bidders needing to register with Public Purchase click here: <http://www.publicpurchase.com>. This is a two-step process. Bidders should plan on registering no later than 36 hours (M-F) prior to bid opening.

All wages paid for work under this Contract shall comply with requirements of the prevailing wage law of the State of Missouri, Sec 290.210 et seq., R.S. Mo., as amended by the Division of Labor Standards, State of Missouri and regulations promulgated by the Division of Labor.

For any contract for services greater than \$5,000, the successful bidder shall comply with § 285.530, RSMo, as amended, and (1) provide by sworn affidavit affirmation that it does not knowingly employ any person who is an unauthorized alien and (2) provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this agreement. The required documentation affirming enrollment must be from the federal work authorization program provider. Letter from respondent reciting compliance is not sufficient. All proposals should include the signed and notarized Work Authorization Affidavit and the electronic signature page from the E-Verify program. Letter from Contractor reciting compliance is not sufficient.

DeeDee Tschirhart, Senior Procurement Officer



SCOPE: To provide installation of concrete flat work, curbing and street repairs for the City of Lee's Summit as a yearly contract on an as needed basis. The successful contractor shall be required to provide all labor, materials and equipment for the installation of concrete flat work and curbing.

NOTE: The City reserves the right to bid any project over the City's informal bid threshold amount of \$10,000.00 and is determined to be in the best interest of the City.

1.0 INSTRUCTIONS TO BIDDERS:

- 1.1 All questions shall be submitted and potentially answered via the City's e-bidding site Public Purchase. If there is significant information deemed necessary to be communicated to all potential bidders, addendum(s) will be issued via Public Purchase. All addendums(s) must be signed and included with submitted bid.
- 1.2 Bids submitted on separate forms are NOT acceptable unless specified in the bid document. Failure to complete bid forms to the satisfaction of the City may result in the rejection of your bid.
- 1.3 It is the responsibility of each bidder before submitting a bid to examine the bidding documents thoroughly and request written interpretation or clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Requests for clarification must be received no later than September 28, 2018 at noon local time.
- 1.4 Changes to the specifications, provisions, or terms and conditions will not be allowed except by written addendum issued by the Procurement and Contract Services Division. Oral explanations or instructions given prior to award will not be binding.
- 1.5 Quantities stated herein represent an estimate for the period of time stated. Orders shall be placed for actual requirements as needed.
- 1.6 The bidder shall provide all transportation, labor, materials, and equipment to perform the work. State total costs of materials/services requested in Section 4.0 Pricing. Prices shall include FOB destination and inside delivery.
- 1.7 Bids will be publicly opened and read aloud at the time indicated on the Invitation for Bid. Bidders and the public are invited but not required to attend the formal opening of bids. No decisions relating to the award of a contract will be made at the opening.
- 1.8 Acceptance of this bid or any part thereof, in writing, within one hundred twenty (120) days after the bid opening date by the City of Lee's Summit shall bind the supplier to furnish the supplies or material in accordance with the specifications and bid offer on the written order of the City of Lee's Summit.
- 1.9 The City reserves the right to reject any and all bids, to waive technical defects in bids, and to select the bid(s) deemed most advantageous to the City. The City reserves the right to award this contract in its entirety or to split the contract between bidders, whichever is in the best interest of the City. The City may accept any item or group of items of the bid unless qualified by specific limitation of the bidder.
- 1.10 Items required for this contract qualify for exemption from taxes in accordance with RSMo Section 144.062 as well as in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated, the Missouri Department of Revenue has exempted all or those certain items of the contract from State and local sales and use taxes. If your company/firm is located outside the State of Missouri and is unable to honor the City of Lee's Summit's State of Missouri tax exempt status, all pricing submitted shall include any and all applicable taxes.
- 1.11 If an award is a result of this Invitation for Bid, a contract in the form of a Term & Supply Contract will be issued. The contract number must be referenced on all documentation including invoice. Any Contract Awarded pursuant to this bid shall be subject to the following Terms & Conditions located on pages 19-25. Any bid conditioned on conflicting Terms & Conditions may be rejected
- 1.12 For prompt payment, all invoices shall be sent directly to Accounts Payable, City of Lee's Summit, MO, 220 S.E. Green Street, Lee's Summit, MO 64063; faxed to 816-969-1113; or e-mailed to ap@cityofls.net. Pre-billing will not be allowed without prior written acceptance by the City.

2.0 SPECIFIC REQUIREMENTS OF BID:**2.1 Renewal Option:**

- 2.1.1 The City reserves the right to re-new this contract for four (4) additional one-year renewal periods.
- 2.1.2 Adjustments in cost at the beginning of each renewal period must be agreed to by both parties. All requested increases must be accompanied by justification acceptable to the City to establish allowable renewal term pricing.
- 2.1.3 If the Contractor requests an increase in compensation for any renewal period, the Contractor shall notify the Procurement and Contract Services Manager no less than sixty (60) days prior to the end of the contract period and shall provide evidence to the satisfaction of the City of increased costs incurred by the Contractor for any element of the contract for which an increase is requested.
- 2.1.4 The Procurement Officer shall notify the Contractor in writing of the intent to exercise the renewal option. However, failure to notify the Contractor does not waive the City's right to exercise the renewal option.

2.2 Licenses and Permits: Successful bidder shall secure licenses imposed by law and ordinance and pay all charges and fees, which shall include a current City of Lee's Summit, MO, Business License. Before issuance of a contract to the successful bidder, proof of the licenses (ie xerographic copy of paid receipt or xerographic copy of the actual license) shall be provided to the Procurement and Contract Services Division to be kept in the bid file as part of the permanent record. Any building permits that would be required for new work shall be provided by the City at no cost to the bidder. It shall be the responsibility of the successful bidder to contact the Development Center, (816) 969-1220, for information to obtain business licenses. A business license is not required if the awarded bidders' place of business does not reside in the City of Lee's Summits' city limits and is only delivering products or equipment.

2.3 Insurance: The bidder must provide Certificate of Insurance in accordance with all requirements shown in the insurance requirements section of this document prior to award of contract-if applicable.

2.4 Prevailing Wages: Any work that changes or increases the size, type, or extent of a public works facility will require that all wages paid be in compliance with the Prevailing Wage Laws of the State of Missouri. Note: If questions arise whether the work is new installation or routine repair and maintenance, the City's legal counsels decision shall prevail. The City will accept one MDOLIR Affidavit Compliance with The Prevailing Wage Law at the end of each job classified as new installation/prevailing wage law applicable. According to the Prevailing Wage Law, the following definition shall apply to this contract: Construction: Includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair: Repairs done by overhaul or replacement of major constituent parts that have deteriorated are "major repairs."
What is the difference between major repair and maintenance? "Major repairs" are subject to the Prevailing Wage Law. Repairs done by overhaul or replacement of major constituent parts that have deteriorated are "major repairs." Any questions regarding major repairs should be addressed to the Division. If the size, type or extent of the existing facility is changed or increased, the work performed is subject to the Prevailing Wage Law. A maintenance project is **not** subject to the Prevailing Wage Law. Maintenance is recurrent, day-to-day, periodic or scheduled work unless it involves the overhaul or replacement of major constituent parts. If work involves the repair but not the major repair or replacement of existing facilities, and the size, type or extent of the existing facilities is not changed, it is maintenance.

Sections 2.5-2.7 are in accordance with RSMo 32.057.1.

- 2.5 Retainage:** For any new work where the prevailing wage applies, the City will withhold 5% retainage until final completion and acceptance by the City of the project unless it has been determined that the project will be paid as a "lump sum" in which case the 5% retainage will be waived. If retainage is released and there are any remaining minor items to be completed, and amount equal to one hundred and fifty percent of the value of each item as determined by the City or the City's duly authorized representative shall be withheld until such item or items are completed. All other requirements shall be adhered to.
- 2.6 Value of Remaining Work:** If the City or it's duly appointed representative(s) determines the work is not substantially completed and accepted, then the City or the City's representative shall provide a written explanation of why the work is not considered substantially completed and accepted within fourteen (14) calendar days to the contractor, who shall then provide such notice to the subcontractor or suppliers responsible for such work. If such written explanation is not given by the City, the City shall pay at least ninety-eight percent of the retainage within thirty calendar days. If at that time there are any remaining minor items to be completed, an amount equal to one hundred fifty percent of the value of each item as determined by the public owner's representative shall be withheld until such items are completed (RSMo 34.057.1).
- 2.7 Invoice-Payment Requirements:** Contractor shall provide certified copies of payroll with each invoice for jobs classified as new construction or major repair. All invoices must state whether work being performed is major or new construction. No less than the



prevailing hourly rate of wages specified shall be paid to all workers employed by Contractor and any subcontractor under him. Contractor shall forfeit as a penalty to the City of Lee's Summit, Missouri, one hundred (\$100.00) dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the said rate for work done. Final payment is contingent upon receipt by the City of an executed affidavit, attached hereto, stating that the Contractor has fully complied with the prevailing wage law. No final payment can be made unless and until this affidavit is filed in proper form and order.

2.8 Response time criteria:

- 2.8.1 Under this contract, it is required that the Contractor be available for service seven (7) days a week, 24 hours a day.
- 2.8.2 Some work under this contract is of an emergency nature. Contractor shall provide a single twenty-four (24) hour telephone number to assure prompt response to calls from the City.
- 2.8.3 It shall be the City's responsibility, upon placing a call, to designate an emergency or non-emergency situation.
- 2.8.4 Contractor shall verbally confirm to the initial request for emergency service within one (1) hour of notification and shall have qualified staff on the job site within two (2) hours of the original notification.
- 2.8.5 In the event repairs cannot be completed with the initial response, every effort by the Contractor shall be made to provide limited repair to allow for effective functioning until complete restoration can be made.
- 2.8.6 Failure to meet the requirements may result in the City contacting another vendor and requesting the work be performed by them. In this circumstance, Contractor shall not be entitled to any payment or damages and shall pay the City for any additional costs incurred. Failure to respond or report to the job site within the agreement time frame, may be construed as a breach of this agreement, and at the City's discretion, this contract may be terminated upon written notice by the City.
- 2.8.7 Requests for non-emergency service shall have a response time within twenty-four (24) hours from notification. The City reserves the right to schedule times and dates for non-emergency service to be performed under this contract.

2.9 Post award information:

- 2.9.1 All work shall be performed and all complaints handled with due regard to the City public relations. Contractor shall utilize competent employees in performing the work. At the request of the City, Contractor shall replace any incompetent, unfaithful, abusive or disorderly person in his or her employ. The City and Contractor shall be promptly notified by the other of any complaints received.
- 2.9.2 Contractor shall be responsible for providing, maintaining and transporting all necessary and customary equipment, tools and fuel needed to fulfill the contract. In no event shall the City be responsible for any damages to any of the Contractor's equipment or clothing either, lost, damaged, destroyed or stolen.
- 2.9.3 Proper safety precautions shall be used at all times and shall remain the Contractor's responsibility. Contractor shall be equipped to meet all Occupational Safety and Health Administration (OSHA) criteria.
- 2.9.4 Contractor will be contacted for services as required by the applicable City Department Supervisor or their designee.
- 2.9.5 Contractor will provide the City with a signed copy of the Work Order Cost Estimate attached to the invoice which references the Purchase Order issued for Services rendered.

2.10 Invoices and payment:

- 2.10.1 The City reserves the right to request copies of supplier's invoices for materials.
- 2.10.2 Contractor shall submit, on a timely basis, an itemized detailed statement including the following information:
 - ✓ Name of City personnel authorizing the work
 - ✓ Name of the employees who performed the work
 - ✓ Hours and rates spent on each job for each given day
 - ✓ A list of all materials used for each job and the location
 - ✓ When parts were used for the job, the percentage of cost must also be shown on invoice
 - ✓ The purchase order number shall be designated on all invoices
 - ✓ Certified payroll
- 2.10.3 Contractor shall keep complete records of all the work performed under the contract. Work covered under this contract shall be invoiced separately from any other work. Requests for payment shall be submitted by job.
- 2.10.4 The City reserves the right to audit the successful bidder's financial records.

2.11 Compliance: The following items shall be provided by the successful bidder to the City of Lee's Summit Procurement and Contract Services Division:

- 2.11.1 To be provided with Bid submittal:
 - ✓ Bidder should complete the bid document in its entirety (bidders should keep a copy of bid submittal)
 - ✓ Executed Addendum(s)
- 2.11.2 To be provided prior to the issuance of a contract:
 - ✓ Business License

- ✓ Certificate of Insurance naming the City of Lee's Summit as additional insured under General Liability
 - ✓ W-9 (new vendor only).
 - ✓ Vendor Information Form (new vendor only)
 - ✓ Work Authorization Affidavit
 - ✓ E-Verify Signature Page
 - ✓ References and Experience
 - ✓ The ten (10) hour on site OSHA construction safety training requirements are applicable for work completed under this Contract. Certificate of Completion must be provided for all of those performing work on said project.
- NOTE: W-9 and Certificate of Insurance (COI) shall identify the SAME legal entity company name.

- 2.11.3 To be provided with Applications for Payment
- ✓ Pay Application
 - ✓ Certified Payroll Form
 - ✓ Certified Payroll Report
 - ✓ MoDOLIR-Compliance with Prevailing Wage Law Affidavit
 - ✓ Contractor's Certification and Affidavit

2.12 **No Financial Interest or Other Conflict:** By submission of its response, the bidder certifies that they are in compliance with items 2.12.1 through 2.13.4.

2.12.1 Elected/appointed officials/employees of the City of Lee's Summit or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

2.12.2 Contractor hereby covenants that at the time of solicitation submittal the Contractor has no other contractual relationships which would create any actual or perceived conflict of interest. Contractor further agrees that during the term of the contract neither the Contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

2.13 **Debarment and Suspension Status:**

2.13.1 Offeror is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is Offeror an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.

2.13.2 Offeror has not within a three year period preceding this invitation been convicted of or had a civil suit judgment rendered against Offeror for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public 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 statement, or receiving stolen property.

2.13.3 Offeror is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.

2.13.4 Offeror has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

2.14 All businesses doing business in the State of MO should be registered with the Missouri Secretary Of State. Upon MO registration, a charter number is issued and should be identified on the front cover page of this solicitation. If your business is exempt, the exemption number should be referenced in lieu of a charter number. This information should be completed at the time of bid submittal and shall be required prior to award. To register with the Missouri Secretary of State, please consult: <https://bsd.sos.mo.gov/BusinessEntity/BESearch.aspx?SearchType=0>

3.0 TECHNICAL SPECIFICATIONS:

3.1 **General Requirements:** Contract for services is being established to expedite current and future projects. Projects are initiated as opportunity for improvements or development arises. Available funding is the determining factor in utilizing contract services in lieu of staff.

3.2 Materials for Curbing:

3.2.1 **Concrete Mix:** Concrete shall conform to the requirements of the Kansas City Metro Materials Board (KCMMB). Concrete strength shall be a minimum of 4000 psi unless otherwise specified for a project. All additives and mixes shall be stated on each project quote request.

3.2.2 **Expansion Material:** Expansion material shall be placed in accordance with the Lee's Summit Design Guidelines.

3.2.3 **Reinforcing Steel:** Rods shall be #4 gauge steel and placed conforming to the Lee's Summit Design Guidelines.

3.2.4 **Curing Material:** Curing membrane shall be as specified in section 2208.2 Sub-Section F of the Division II Construction and Materials Specifications, Streets, Kansas City Metropolitan Chapter APWA when applicable.

3.2.5 Construction Details:

- ❖ Curb and Gutter, CG-1, and Residential Lazyback Curb, CG-2, shall be constructed in compliance with Lee's Summit Design Guidelines. Curb edging which shall be curvilinear 12" high and 6" wide with top edged and broom finished. All flat work shall be finished as specified for the project.
- ❖ All form work shall be approved by City Staff prior to placement of concrete.

3.2.6 **Rock:** Rock required for new work and its placement shall be the responsibility of the City or its contractors. Rock required for replacement work shall be the responsibility of the contractor.

3.2.7 **Joints:** The joints shall be formed at right angles to the alignment of the project unless otherwise specified in the project quote request or job specifications.

❖ Expansion Joint:

- **Material:** Expansion joints shall be formed by 3/4 inch thick joint filler.
- **Stability:** Expansion joints shall be secured in a manner so they will not be disturbed by depositing and consolidating of concrete.

❖ **Contraction Joints:** All work shall have contraction joints formed at intervals conforming to Lee's Summit Design Guidelines.

❖ **Method:** Contraction joints may be formed by either tooling or sawing.

- **Tooling:** Tooled contraction joints shall be constructed with 1/4 inch radius on all exposed edged.
- **Sawing:** Sawing of contraction joints will be permitted if done within 24 hours of the placing of concrete and completed with a clean non raveled edge.

3.2.8 **Concrete Work:** Concrete shall be placed in accordance with the requirements of Lee's Summit Design Guidelines and as specified in the project specifications. Expansion and contraction joints shall be constructed as indicated above. The contractor shall furnish all equipment, transportation of equipment, materials and labor to install and finish concrete and the expense for these items shall be included in the linear or square foot pricing requested. Any concrete work not included in the line item pricing but performed in conjunction with line item bid descriptions may be performed by submission of separate proposal. Proposal may be accepted or rejected and bid out by the City.

❖ **Site Preparation:** Site preparation for new work shall be the responsibility of the City or its contractor. Preparation for placement of concrete on replacement work shall be the responsibility of the contractor.

❖ **Concrete Placement:** Concrete shall be mechanically vibrated when specified by the project or in compliance with Lee's Summit Design Guidelines.

❖ **Finishing:** After placing and initial strike-off, the curbing shall be tooled to the required radius. If the surface of the concrete is sufficiently wet so that a ridge is formed at the inside of the radius tool, finishing will cease until the excessive moisture has evaporated. After initial set and tooling, a broom finish shall be applied to the top edge and radius edges. In all cases finished curb shall have a true surface, free from sags, twists, or warps, and shall have a uniform color and appearance. Flat work shall be finished according to project specifications and shall have a uniform color and appearance.

❖ **Curing:** As soon as practical after the concrete is finished, it shall be cured with one of the acceptable liquid curing membranes applied according to the manufacturer direction if specified for the project. If the front and or back forms are removed from finished curbing within a period of 72 hours of placement, these surfaces shall also be cured. Wet



burlap, cotton mat, waterproof paper, polyethylene sheeting or earth backfill is not an acceptable curing method for curbing.

- ❖ **Protection:** The contractor shall protect the concrete work against damage or defacement of any kind until it has been accepted by the City's designated project coordinator. Concrete which is damaged or defaced, shall be removed and replaced, or repaired to the satisfaction of the City's designated project coordinator.

3.2.9 **Method of Measurement:** Curb work performed, as set forth in these specifications, shall be measured by the linear foot of satisfactorily completed curb work as measured at the flow line. The square foot of satisfactorily completed work shall the measurement for flat work.

3.3 **ADA Ramps:** Replacement and new ADA Ramps will be constructed in accordance with the Americans with Disabilities Act and City of Lee's Summit Design and Construction Manual Details. Wheelchair ramp construction consists of placing or replacing ramps as shown on APWA detail sheet SW-1 (Ramp Types A, B, or C). Additional sidewalk panels may be replaced as directed by the City. Sidewalk panels that are replaced in excess of the standard wheelchair ramps will be measured as square feet of 4" flatwork replacement for payment purposes. Curbing shall be poured separate to the ramps with no monolithic pours permitted.

3.4 **Street Repairs:** 10" Concrete cap to meet the existing street surface on city streets. The concrete mix is to be WA610-1-4 with Missouri type D rock. Contractor shall work with Inspections for approval.

3.5 **Detectable Warnings:** Detectable warnings are required standardized surface features built in or applied to walking surfaces on sidewalks or ramps to warn visually impaired people of hazards on a circulation path. Those hazards include, but are not limited to interfaces between sidewalks and areas where moving vehicles may be present.

3.5.1 **Dimensions:** Detectable warnings shall consist of raised truncated domes with a 0.9 in (23 mm) nominal diameter, a nominal 0.2 in (5mm) height, and a nominal center to center spacing of 2.35 in (60 mm). They shall extend across the full walking surface of the walk or ramp, and shall be 2 feet (0.6 m) long in the direction of pedestrian travel.

3.5.2 **Contrast:** Detectable warnings shall contrast visually with adjoining surfaces, either light-on-dark or dark-on-light. The material used to provide contrast should contrast by at least 40%. Contrast in percent is determined by:

$$\text{Contrast} = [(B1-B2)/B1] \times 100$$

Where:

B1=light reflectance value (LRV) of the lighter area

B2=light reflectance value (LRV) of the darker area

Light Reflectance Value shall be determined by ASTM D2805 for painted surfaces or by visual comparison to paint chips with LRVs determined by ASTM D2805 for non-painted surfaces. Note that in any application both white and black are never absolute: thus B1 is always less than 100, and B2 is always greater than 0.

3.5.3 **Material:** The material used to provide contrast shall be an integral part of the walking surface. The material for detectable surface shall consist of:

- ❖ **Grouted-in-Place Clay Pavers**
 - Paving brick shall be 2 1/4" x 3 5/8" x 7 5/8" and shall meet the requirements of ASTM C902 for Class SX, Type 1 brick and ASTM C1272.
 - The bricks shall be placed in a Soldier Course pattern on type A and Type C ramps, or in the Herringbone or Soldier Course pattern on Type B ramps.
 - The bricks shall be saw cut only and any brick shall not be less than 25% of a full brick.
 - Type M mortar shall be used for the setting bed and grouted joints in accordance with ASTM C270, Table 1 (Masonry Cement Type only).
- ❖ **Cast-in-Place Tiles:** Acceptable products include Detectable Warning System's E-Z-Set Ceramic Composite Detectable Warning Panels, Armor Tile's Cast In Place System, ADA Solution's Composite Paver, CASTinTACT Detectable Warning Panel, or approved equal.
- ❖ Color for all surfaces options shall be 'brick red'. Surface applied retrofit tiles shall not be allowed. Any color variation to meet contrast requirements must be approved by City Engineer



4.0 PRICING: Contractor must provide for square foot, linear foot and/or square yard for materials, etc.

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE
SECTION 1: Concrete Curb Edging- New 12" H x 6" W				
4.1	Concrete Curb Edging- New 12" H x 6" W	1-100	L.F.	\$ 11.80
4.2	Concrete Curb Edging- New 12" H x 6" W	101-200	L.F.	\$ 11.80
4.3	Concrete Curb Edging- New 12" H x 6" W	201-500	L.F.	\$ 10.49
4.4	Concrete Curb Edging- New 12" H x 6" W	501-750	L.F.	\$ 9.88
4.5	Concrete Curb Edging- New 12" H x 6" W	751-1000	L.F.	\$ 9.61
4.6	Concrete Curb Edging- New 12" H x 6" W	1001-2000	L.F.	\$ 9.18
SECTION 2: Concrete Curb Edging- Replacement 12"Hx6"W				
4.7	Concrete Curb Edging- Replacement 12"Hx6"W	1-100	L.F.	\$ 21.17
4.8	Concrete Curb Edging- Replacement 12"Hx6"W	101-200	L.F.	\$ 18.39
4.9	Concrete Curb Edging- Replacement 12"Hx6"W	201-500	L.F.	\$ 15.97
4.10	Concrete Curb Edging- Replacement 12"Hx6"W	501-750	L.F.	\$ 15.41
4.11	Concrete Curb Edging- Replacement 12"Hx6"W	751-1000	L.F.	\$ 14.94
4.12	Concrete Curb Edging- Replacement 12"Hx6"W	1001-2000	L.F.	\$ 14.76
SECTION 3: Concrete Curb Edging- New 6"x12"wide				
4.13	Concrete Curb Edging- New 6"x12"wide	1-100	L.F.	\$ 10.31
4.14	Concrete Curb Edging- New 6"x12"wide	101-200	L.F.	\$ 9.88
4.15	Concrete Curb Edging- New 6"x12"wide	201-500	L.F.	\$ 9.31
4.16	Concrete Curb Edging- New 6"x12"wide	501-750	L.F.	\$ 9.13
4.17	Concrete Curb Edging- New 6"x12"wide	751-1000	L.F.	\$ 8.45
4.18	Concrete Curb Edging- New 6"x12"wide	1001-2000	L.F.	\$ 8.45
SECTION 4: Concrete Curb Edging- Replace 6"x12"wide				
4.19	Concrete Curb Edging- Replace 6"x12"wide	1-100	L.F.	\$ 20.47
4.20	Concrete Curb Edging- Replace 6"x12"wide	101-200	L.F.	\$ 19.37
4.21	Concrete Curb Edging- Replace 6"x12"wide	201-500	L.F.	\$ 18.32
4.22	Concrete Curb Edging- Replace 6"x12"wide	501-750	L.F.	\$ 18.13
4.23	Concrete Curb Edging- Replace 6"x12"wide	751-1000	L.F.	\$ 17.75
4.24	Concrete Curb Edging- Replace 6"x12"wide	1001-2000	L.F.	\$ 17.28
SECTION 5: CG-1 Curbing - New				
4.25	CG-1 Curbing - New	1-100	L.F.	\$ 24.43
4.26	CG-1 Curbing - New	101-200	L.F.	\$ 19.88
4.27	CG-1 Curbing - New	201-500	L.F.	\$ 17.18
4.28	CG-1 Curbing - New	501-750	L.F.	\$ 16.70
4.29	CG-1 Curbing - New	751-1000	L.F.	\$ 15.97
4.30	CG-1 Curbing - New	1001-2000	L.F.	\$ 14.33
SECTION 6: CG-1 Replacement				
4.31	CG-1 Replacement	1-100	L.F.	\$ 31.04
4.32	CG-1 Replacement	101-200	L.F.	\$ 29.47
4.33	CG-1 Replacement	201-500	L.F.	\$ 27.79
4.34	CG-1 Replacement	501-750	L.F.	\$ 24.68
4.35	CG-1 Replacement	751-1000	L.F.	\$ 23.82
4.36	CG-1 Replacement	1001-2000	L.F.	\$ 22.02
SECTION 7: CG-2 Curbing - New				
4.37	CG-2 Curbing - New	1-100	L.F.	\$ 24.30
4.38	CG-2 Curbing - New	101-200	L.F.	\$ 17.71
4.39	CG-2 Curbing - New	201-500	L.F.	\$ 17.14
4.40	CG-2 Curbing - New	501-750	L.F.	\$ 15.38
4.41	CG-2 Curbing - New	751-1000	L.F.	\$ 15.25
4.42	CG-2 Curbing - New	1001-2000	L.F.	\$ 14.81

SECTION 8: CG-2 Replacement					
4.43	CG-2 Replacement	1-100	L.F.	\$ 32.37	
4.44	CG-2 Replacement	101-200	L.F.	\$ 28.58	
4.45	CG-2 Replacement	201-500	L.F.	\$ 28.10	
4.46	CG-2 Replacement	501-750	L.F.	\$ 26.68	
4.47	CG-2 Replacement	751-1000	L.F.	\$ 24.87	
4.48	CG-2 Replacement	1001-2000	L.F.	\$ 21.98	
SECTION 9: Concrete Steps – New price based on square footage of stair tread					
4.49	Concrete Steps – New price - sq ft of stair tread	1-200	Tread Ft.	\$ 66.92	
4.50	Concrete Steps – New price - sq ft of stair tread	201-1000	Tread Ft.	\$ 64.64	
4.51	Concrete Steps – New price - sq ft of stair tread	1001-4,000	Tread Ft.	\$ 58.10	
4.52	Concrete Steps – New price - sq ft of stair tread	4,001-6,000	Tread Ft.	\$ 53.35	
4.53	Concrete Steps – New price - sq ft of stair tread	6,001-8,000	Tread Ft.	\$ 52.30	
4.54	Concrete Steps – New price - sq ft of stair tread	8,001-10,000	Tread Ft.	\$ 51.26	
4.55	Concrete Steps – New price - sq ft of stair tread	10,000 & up	Tread Ft.	\$ 48.60	
SECTION 10: Concrete Steps – Replacement price based on square footage of stair tread					
4.56	Concrete Steps – Replace price - sq ft of stair tread	1-200	Tread Ft.	\$ 70.44	
4.57	Concrete Steps – Replace price - sq ft of stair tread	201-1000	Tread Ft.	\$ 68.43	
4.58	Concrete Steps – Replace price - sq ft of stair tread	1001-4,000	Tread Ft.	\$ 64.79	
4.59	Concrete Steps – Replace price - sq ft of stair tread	4,001-6,000	Tread Ft.	\$ 62.65	
4.60	Concrete Steps – Replace price - sq ft of stair tread	6,001-8,000	Tread Ft.	\$ 60.84	
4.61	Concrete Steps – Replace price - sq ft of stair tread	8,001-10,000	Tread Ft.	\$ 55.25	
4.62	Concrete Steps – Replace price - sq ft of stair tread	10,000 & up	Tread Ft.	\$ 48.79	
SECTION 11: Concrete Flat Work-New-Broom Finish-Pour finish and saw cut only (forming, reinforcement placement, concrete and all other related materials will be furnished by the City)					
4.63	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	1-200	Sq.Ft.	\$ 5.79	
4.64	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	201-1000	Sq.Ft.	\$ 5.56	
4.65	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	1001-4,000	Sq.Ft.	\$ 3.90	
4.66	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	4,001-6,000	Sq.Ft.	\$ 2.47	
4.67	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	6,001-8,000	Sq.Ft.	\$ 2.09	
4.68	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	8,001-10,000	Sq.Ft.	\$ 2.04	
4.69	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	10,000 & up	Sq.Ft.	\$ 2.00	
SECTION 12: Concrete Flat Work-New-Trowel Finish-Pour finish and saw cut only (forming, reinforcement placement, concrete and all other related materials will be furnished by the City)					
4.70	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	1-200	Sq.Ft.	\$ 6.27	
4.71	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	201-1000	Sq.Ft.	\$ 5.80	
4.72	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	1001-4,000	Sq.Ft.	\$ 3.44	
4.73	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	4,001-6,000	Sq.Ft.	\$ 2.00	
4.74	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	6,001-8,000	Sq.Ft.	\$ 1.72	
4.75	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	8,001-10,000	Sq.Ft.	\$ 1.67	
4.76	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	10,000 & up	Sq.Ft.	\$ 1.34	
SECTION 13: Ramps					
4.77	ADA Ramp – New (concrete portion only)	Each	Sq.Ft.	\$ 9.31	
4.78	ADA Ramp – Replacement (concrete portion only)	Each	Sq.Ft.	\$ 11.25	
4.79	ADA Detectable Surface – Cast In Place Panels	Each	Sq.Ft.	\$ 39.33	
4.80	ADA Detectable Surface – Grouted In Place Bricks	Each	Sq.Ft.	\$ 46.60	
SECTION 14: Concrete Flat Work-New- broom finish					
			4" Thick	6" Thick	
4.81	Concrete Flat Work-New- broom finish	1-200	Sq.Ft.	\$ 8.74	\$ 9.72
4.82	Concrete Flat Work-New- broom finish	201-1000	Sq.Ft.	\$ 6.19	\$ 6.74
4.83	Concrete Flat Work-New- broom finish	1001-4,000	Sq.Ft.	\$ 4.45	\$ 4.67
4.84	Concrete Flat Work-New- broom finish	4,001-6,000	Sq.Ft.	\$ 4.45	\$ 4.67
4.85	Concrete Flat Work-New- broom finish	6,001-8,000	Sq.Ft.	\$ 4.27	\$ 4.48
4.86	Concrete Flat Work-New- broom finish	8,001-10,000	Sq.Ft.	\$ 4.17	\$ 4.30
4.87	Concrete Flat Work-New- broom finish	10,000 & up	Sq.Ft.	\$ 3.72	\$ 3.80

SECTION 15: Concrete Flat Work-Replacement- broom finish				4" Thick	6" Thick
4.88	Concrete Flat Work-Replacement- broom	1-200	Sq.Ft.	\$ 8.57	\$ 8.75
4.89	Concrete Flat Work-Replacement- broom	201-1000	Sq.Ft.	\$ 8.46	\$ 8.54
4.90	Concrete Flat Work-Replacement- broom	1001-4,000	Sq.Ft.	\$ 8.07	\$ 8.07
4.91	Concrete Flat Work-Replacement- broom	4,001-6,000	Sq.Ft.	\$ 6.93	\$ 7.13
4.92	Concrete Flat Work-Replacement- broom	6,001-8,000	Sq.Ft.	\$ 6.46	\$ 6.74
4.93	Concrete Flat Work-Replacement- broom	8,001-10,000	Sq.Ft.	\$ 5.89	\$ 6.65
4.94	Concrete Flat Work-Replacement- broom	10,000 & up	Sq.Ft.	\$ 5.23	\$ 5.61
SECTION 16: Concrete Flat Work-New- Trowel Finish				4" Thick	6" Thick
4.95	Concrete Flat Work-New- Trowel Finish	1-200	Sq.Ft.	\$ 8.74	\$ 8.93
4.96	Concrete Flat Work-New- Trowel Finish	201-1000	Sq.Ft.	\$ 7.14	\$ 7.51
4.97	Concrete Flat Work-New- Trowel Finish	1001-4,000	Sq.Ft.	\$ 4.66	\$ 5.14
4.98	Concrete Flat Work-New- Trowel Finish	4,001-6,000	Sq.Ft.	\$ 4.19	\$ 4.66
4.99	Concrete Flat Work-New- Trowel Finish	6,001-8,000	Sq.Ft.	\$ 3.80	\$ 4.28
4.100	Concrete Flat Work-New- Trowel Finish	8,001-10,000	Sq.Ft.	\$ 3.78	\$ 4.20
4.101	Concrete Flat Work-New- Trowel Finish	10,000 & up	Sq.Ft.	\$ 3.61	\$ 4.00
SECTION 17: Concrete Flat Work-Replacement-Trowel Finish				4" Thick	6" Thick
4.102	Concrete Flat Work-Replacement-Trowel Finish	1-200	Sq.Ft.	\$ 10.39	\$ 10.83
4.103	Concrete Flat Work-Replacement-Trowel Finish	201-1000	Sq.Ft.	\$ 10.06	\$ 10.54
4.104	Concrete Flat Work-Replacement-Trowel Finish	1001-4,000	Sq.Ft.	\$ 7.21	\$ 7.51
4.105	Concrete Flat Work-Replacement-Trowel Finish	4,001-6,000	Sq.Ft.	\$ 6.83	\$ 6.84
4.106	Concrete Flat Work-Replacement-Trowel Finish	6,001-8,000	Sq.Ft.	\$ 4.85	\$ 5.05
4.107	Concrete Flat Work-Replacement-Trowel Finish	8,001-10,000	Sq.Ft.	\$ 4.80	\$ 4.99
4.108	Concrete Flat Work-Replacement-Trowel Finish	10,000 & up	Sq.Ft.	\$ 4.66	\$ 4.85
SECTION 18: Concrete Street Repairs					
4.109	10" Thick Concrete Patch	0 - 20	Sq.Ft.	\$ 15.37	\$ 15.37
4.110	10" Thick Concrete Patch	21 - 70	Sq.Ft.	\$ 14.43	\$ 14.43
4.111	10" Thick Concrete Patch	71 - 260	Sq.Ft.	\$ 13.34	\$ 13.34
4.112	10" Thick Concrete Patch	> 260	Sq.Ft.	\$ 11.65	\$ 11.65
SECTION 19: Concrete Flat Work-New Broom/Pour Finish				8" Saw Cut	10" Saw Cut
4.113	Concrete Flat Work-New- broom finish	1-200	Sq.Ft.	\$ 10.50	\$ 10.48
4.114	Concrete Flat Work-New- broom finish	201-1000	Sq.Ft.	\$ 7.53	\$ 7.83
4.115	Concrete Flat Work-New- broom finish	1001-4,000	Sq.Ft.	\$ 5.53	\$ 5.87
4.116	Concrete Flat Work-New- broom finish	4,001-6,000	Sq.Ft.	\$ 5.53	\$ 5.87
4.117	Concrete Flat Work-New- broom finish	6,001-8,000	Sq.Ft.	\$ 5.40	\$ 5.84
4.118	Concrete Flat Work-New- broom finish	8,001-10,000	Sq.Ft.	\$ 5.25	\$ 5.61
4.119	Concrete Flat Work-New- broom finish	10,000 & up	Sq.Ft.	\$ 5.21	\$ 5.56
SECTION 20: Concrete Flat Work-Replacement- Broom/Pour Finish				8" Saw Cut	10" Saw Cut
4.120	Concrete Flat Work-Replacement- broom	1-200	Sq.Ft.	\$ 10.05	\$ 10.50
4.121	Concrete Flat Work-Replacement- broom	201-1000	Sq.Ft.	\$ 9.60	\$ 10.05
4.122	Concrete Flat Work-Replacement- broom	1001-4,000	Sq.Ft.	\$ 8.98	\$ 9.53
4.123	Concrete Flat Work-Replacement- broom	4,001-6,000	Sq.Ft.	\$ 8.11	\$ 8.57
4.124	Concrete Flat Work-Replacement- broom	6,001-8,000	Sq.Ft.	\$ 7.36	\$ 7.89
4.125	Concrete Flat Work-Replacement- broom	8,001-10,000	Sq.Ft.	\$ 6.74	\$ 7.45
4.126	Concrete Flat Work-Replacement- broom	10,000 & up	Sq.Ft.	\$ 6.29	\$ 7.28
SECTION 21: Concrete Flat Work-New- Trowel/Pour Finish				8" Saw Cut	10" Saw Cut
4.127	Concrete Flat Work-New- Trowel Finish	1-200	Sq.Ft.	\$ 10.62	\$ 10.77
4.128	Concrete Flat Work-New- Trowel Finish	201-1000	Sq.Ft.	\$ 8.06	\$ 8.36
4.129	Concrete Flat Work-New- Trowel Finish	1001-4,000	Sq.Ft.	\$ 6.12	\$ 6.46
4.130	Concrete Flat Work-New- Trowel Finish	4,001-6,000	Sq.Ft.	\$ 6.12	\$ 6.46
4.131	Concrete Flat Work-New- Trowel Finish	6,001-8,000	Sq.Ft.	\$ 5.62	\$ 5.97
4.132	Concrete Flat Work-New- Trowel Finish	8,001-10,000	Sq.Ft.	\$ 5.37	\$ 5.72
4.133	Concrete Flat Work-New- Trowel Finish	10,000 & up	Sq.Ft.	\$ 5.31	\$ 5.66

SECTION 22: Concrete Flat Work-Replacement-Trowel Finish				8" Saw Cut	10" Saw Cut
4.134	Concrete Flat Work-Replacement-Trowel Finish	1-200	Sq.Ft.	\$ <u>10.23</u>	\$ <u>10.62</u>
4.135	Concrete Flat Work-Replacement-Trowel Finish	201-1000	Sq.Ft.	\$ <u>9.80</u>	\$ <u>10.05</u>
4.136	Concrete Flat Work-Replacement-Trowel Finish	1001-4,000	Sq.Ft.	\$ <u>9.09</u>	\$ <u>9.60</u>
4.137	Concrete Flat Work-Replacement-Trowel Finish	4,001-6,000	Sq.Ft.	\$ <u>8.93</u>	\$ <u>8.99</u>
4.138	Concrete Flat Work-Replacement-Trowel Finish	6,001-8,000	Sq.Ft.	\$ <u>8.78</u>	\$ <u>8.81</u>
4.139	Concrete Flat Work-Replacement-Trowel Finish	8,001-10,000	Sq.Ft.	\$ <u>8.06</u>	\$ <u>8.37</u>
4.140	Concrete Flat Work-Replacement-Trowel Finish	10,000 & up	Sq.Ft.	\$ <u>7.21</u>	\$ <u>8.11</u>
SECTION 23: Dowel Bars					
4.141	Dowel Bars Installed	5/8"	each	\$ <u>2.81</u>	\$ <u>2.81</u>
SECTION 24: 4" Compacted Aggregate Base					
4.142	4" Compacted Aggregate Base	1-200	Sq.Ft.	\$ <u>1.03</u>	\$ <u>1.03</u>
4.143	4" Compacted Aggregate Base	201-1000	Sq.Ft.	\$ <u>0.87</u>	\$ <u>0.87</u>
4.144	4" Compacted Aggregate Base	1001-4,000	Sq.Ft.	\$ <u>0.67</u>	\$ <u>0.67</u>
4.145	4" Compacted Aggregate Base	4,001-6,000	Sq.Ft.	\$ <u>0.54</u>	\$ <u>0.54</u>
4.146	4" Compacted Aggregate Base	6,001-8,000	Sq.Ft.	\$ <u>0.47</u>	\$ <u>0.47</u>
4.147	4" Compacted Aggregate Base	8,001-10,000	Sq.Ft.	\$ <u>0.46</u>	\$ <u>0.46</u>
4.148	4" Compacted Aggregate Base	10,000 & up	Sq.Ft.	\$ <u>0.38</u>	\$ <u>0.38</u>
SECTION 25: Pavestone Concrete Pavers over Sand Base				Installation	Replacement
4.149	Pavestone Concrete Pavers over Sand Base	1-100	Sq.Ft.	\$ <u>21.91</u>	\$ <u>21.00</u>
4.150	Pavestone Concrete Pavers over Sand Base	101-200	Sq.Ft.	\$ <u>20.00</u>	\$ <u>19.10</u>
4.151	Pavestone Concrete Pavers over Sand Base	201-500	Sq.Ft.	\$ <u>17.79</u>	\$ <u>16.88</u>
4.152	Pavestone Concrete Pavers over Sand Base	501-750	Sq.Ft.	\$ <u>16.77</u>	\$ <u>15.86</u>
4.153	Pavestone Concrete Pavers over Sand Base	751-1,000	Sq.Ft.	\$ <u>13.81</u>	\$ <u>12.90</u>
4.154	Pavestone Concrete Pavers over Sand Base	1,001-2,500	Sq.Ft.	\$ <u>12.36</u>	\$ <u>11.45</u>
4.155	Pavestone Concrete Pavers over Sand Base	2,501-4,000	Sq.Ft.	\$ <u>12.20</u>	\$ <u>11.29</u>
SECTION 26: Pavestone Concrete Pavers over Concrete Base				Installation	Replacement
4.156	Pavestone Concrete Pavers over Concrete Base	1-100	Sq.Ft.	\$ <u>30.05</u>	\$ <u>29.15</u>
4.157	Pavestone Concrete Pavers over Concrete Base	101-200	Sq.Ft.	\$ <u>27.25</u>	\$ <u>26.34</u>
4.158	Pavestone Concrete Pavers over Concrete Base	201-500	Sq.Ft.	\$ <u>21.41</u>	\$ <u>20.50</u>
4.159	Pavestone Concrete Pavers over Concrete Base	501-750	Sq.Ft.	\$ <u>20.39</u>	\$ <u>19.48</u>
4.160	Pavestone Concrete Pavers over Concrete Base	751-1,000	Sq.Ft.	\$ <u>19.24</u>	\$ <u>18.33</u>
4.161	Pavestone Concrete Pavers over Concrete Base	1,001-2,500	Sq.Ft.	\$ <u>16.88</u>	\$ <u>15.98</u>
4.162	Pavestone Concrete Pavers over Concrete Base	2,501-4,000	Sq.Ft.	\$ <u>15.82</u>	\$ <u>14.91</u>
SECTION 27: Brick Pavers over Sand Base				Installation	Replacement
4.163	Brick Pavers over Sand Base	1-100	Sq.Ft.	\$ <u>21.91</u>	\$ <u>21.00</u>
4.164	Brick Pavers over Sand Base	101-200	Sq.Ft.	\$ <u>20.00</u>	\$ <u>19.10</u>
4.165	Brick Pavers over Sand Base	201-500	Sq.Ft.	\$ <u>19.60</u>	\$ <u>18.69</u>
4.166	Brick Pavers over Sand Base	501-750	Sq.Ft.	\$ <u>18.58</u>	\$ <u>17.67</u>
4.167	Brick Pavers over Sand Base	751-1,000	Sq.Ft.	\$ <u>15.62</u>	\$ <u>14.71</u>
4.168	Brick Pavers over Sand Base	1,001-2,500	Sq.Ft.	\$ <u>14.17</u>	\$ <u>13.26</u>
4.169	Brick Pavers over Sand Base	2,501-4,000	Sq.Ft.	\$ <u>14.00</u>	\$ <u>13.10</u>
SECTION 28: Brick Pavers over Concrete Base				Installation	Replacement
4.170	Brick Pavers over Concrete Base	1-100	Sq.Ft.	\$ <u>31.86</u>	\$ <u>30.96</u>
4.171	Brick Pavers over Concrete Base	101-200	Sq.Ft.	\$ <u>29.06</u>	\$ <u>28.15</u>
4.172	Brick Pavers over Concrete Base	201-500	Sq.Ft.	\$ <u>23.22</u>	\$ <u>23.22</u>
4.173	Brick Pavers over Concrete Base	501-750	Sq.Ft.	\$ <u>23.10</u>	\$ <u>21.20</u>
4.174	Brick Pavers over Concrete Base	751-1,000	Sq.Ft.	\$ <u>21.05</u>	\$ <u>21.05</u>
4.175	Brick Pavers over Concrete Base	1,001-2,500	Sq.Ft.	\$ <u>18.69</u>	\$ <u>17.79</u>
4.176	Brick Pavers over Concrete Base	2,501-4,000	Sq.Ft.	\$ <u>17.63</u>	\$ <u>16.72</u>

NON PREVAILING WAGE

SECTION 29: 4" Brick Red Stamped Concrete Flatwork					
4.177	4" Brick Red Stamped Concrete	1-200	Sq.Ft.	\$ <u>10.38</u>	\$ <u>10.38</u>
4.178	4" Brick Red Stamped Concrete	201-1000	Sq.Ft.	\$ <u>7.91</u>	\$ <u>7.91</u>
4.179	4" Brick Red Stamped Concrete	1001-4,000	Sq.Ft.	\$ <u>5.91</u>	\$ <u>5.91</u>
4.180	4" Brick Red Stamped Concrete	4,001-6,000	Sq.Ft.	\$ <u>4.85</u>	\$ <u>4.85</u>
4.181	4" Brick Red Stamped Concrete	6,001-8,000	Sq.Ft.	\$ <u>4.47</u>	\$ <u>4.47</u>
4.182	4" Brick Red Stamped Concrete	8,001-10,000	Sq.Ft.	\$ <u>4.27</u>	\$ <u>4.27</u>
4.183	4" Brick Red Stamped Concrete	10,000 & up	Sq.Ft.	\$ <u>4.27</u>	\$ <u>4.27</u>
Hours of Service and Contact Information					
State hours normal service is available				7 a.m. to 5 p.m., 5 days per wk	
Emergency service available				24 HOURS PER DAY — a.m. to — p.m., 7 days per wk	
Name of person to call for service				Ed Lipowicz IV	
Telephone of person to call for service				913-208-8233 cell	
City standard payment terms are Net 30 after receipt of invoice and certified payroll.					
Is the pricing provided above tax exempt per the City of Lee's Summit's State of Missouri tax exempt status as stated under section 1.0 Instructions to Bidders, paragraph 1.10?					Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
If you answered "No" to the question posed in section 4.1, does the pricing provided above include any and all applicable taxes as stated under section 1.0 Instructions to Bidders, paragraph 1.10?					Yes <input type="checkbox"/> No <input type="checkbox"/>

4.0 PRICING: Contractor must provide for square foot, linear foot and/or square yard for materials, etc.

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE
SECTION 1: Concrete Curb Edging- New 12" H x 6" W				
4.1	Concrete Curb Edging- New 12" H x 6" W	1-100	L.F.	\$ 13.03
4.2	Concrete Curb Edging- New 12" H x 6" W	101-200	L.F.	\$ 13.03
4.3	Concrete Curb Edging- New 12" H x 6" W	201-500	L.F.	\$ 11.59
4.4	Concrete Curb Edging- New 12" H x 6" W	501-750	L.F.	\$ 10.91
4.5	Concrete Curb Edging- New 12" H x 6" W	751-1000	L.F.	\$ 10.61
4.6	Concrete Curb Edging- New 12" H x 6" W	1001-2000	L.F.	\$ 10.14
SECTION 2: Concrete Curb Edging- Replacement 12"Hx6"W				
4.7	Concrete Curb Edging- Replacement 12"Hx6"W	1-100	L.F.	\$ 23.39
4.8	Concrete Curb Edging- Replacement 12"Hx6"W	101-200	L.F.	\$ 20.32
4.9	Concrete Curb Edging- Replacement 12"Hx6"W	201-500	L.F.	\$ 17.64
4.10	Concrete Curb Edging- Replacement 12"Hx6"W	501-750	L.F.	\$ 17.02
4.11	Concrete Curb Edging- Replacement 12"Hx6"W	751-1000	L.F.	\$ 16.50
4.12	Concrete Curb Edging- Replacement 12"Hx6"W	1001-2000	L.F.	\$ 16.30
SECTION 3: Concrete Curb Edging- New 6"x12"wide				
4.13	Concrete Curb Edging- New 6"x12"wide	1-100	L.F.	\$ 11.39
4.14	Concrete Curb Edging- New 6"x12"wide	101-200	L.F.	\$ 10.91
4.15	Concrete Curb Edging- New 6"x12"wide	201-500	L.F.	\$ 10.28
4.16	Concrete Curb Edging- New 6"x12"wide	501-750	L.F.	\$ 10.08
4.17	Concrete Curb Edging- New 6"x12"wide	751-1000	L.F.	\$ 9.77
4.18	Concrete Curb Edging- New 6"x12"wide	1001-2000	L.F.	\$ 9.77
SECTION 4: Concrete Curb Edging- Replace 6"x12"wide				
4.19	Concrete Curb Edging- Replace 6"x12"wide	1-100	L.F.	\$ 22.61
4.20	Concrete Curb Edging- Replace 6"x12"wide	101-200	L.F.	\$ 21.40
4.21	Concrete Curb Edging- Replace 6"x12"wide	201-500	L.F.	\$ 20.24
4.22	Concrete Curb Edging- Replace 6"x12"wide	501-750	L.F.	\$ 20.03
4.23	Concrete Curb Edging- Replace 6"x12"wide	751-1000	L.F.	\$ 19.61
4.24	Concrete Curb Edging- Replace 6"x12"wide	1001-2000	L.F.	\$ 19.09
SECTION 5: CG-1 Curbing - New				
4.25	CG-1 Curbing - New	1-100	L.F.	\$ 26.99
4.26	CG-1 Curbing - New	101-200	L.F.	\$ 21.96
4.27	CG-1 Curbing - New	201-500	L.F.	\$ 18.98
4.28	CG-1 Curbing - New	501-750	L.F.	\$ 18.45
4.29	CG-1 Curbing - New	751-1000	L.F.	\$ 17.64
4.30	CG-1 Curbing - New	1001-2000	L.F.	\$ 15.83
SECTION 6: CG-1 Replacement				
4.31	CG-1 Replacement	1-100	L.F.	\$ 34.29
4.32	CG-1 Replacement	101-200	L.F.	\$ 32.56
4.33	CG-1 Replacement	201-500	L.F.	\$ 30.70
4.34	CG-1 Replacement	501-750	L.F.	\$ 27.27
4.35	CG-1 Replacement	751-1000	L.F.	\$ 26.32
4.36	CG-1 Replacement	1001-2000	L.F.	\$ 24.33
SECTION 7: CG-2 Curbing - New				
4.37	CG-2 Curbing - New	1-100	L.F.	\$ 26.85
4.38	CG-2 Curbing - New	101-200	L.F.	\$ 19.56
4.39	CG-2 Curbing - New	201-500	L.F.	\$ 18.93
4.40	CG-2 Curbing - New	501-750	L.F.	\$ 16.99
4.41	CG-2 Curbing - New	751-1000	L.F.	\$ 16.84
4.42	CG-2 Curbing - New	1001-2000	L.F.	\$ 16.36



SECTION 8: CG-2 Replacement					
4.43	CG-2 Replacement	1-100	L.F.	\$ 35.76	
4.44	CG-2 Replacement	101-200	L.F.	\$ 31.57	
4.45	CG-2 Replacement	201-500	L.F.	\$ 31.04	
4.46	CG-2 Replacement	501-750	L.F.	\$ 29.47	
4.47	CG-2 Replacement	751-1000	L.F.	\$ 27.48	
4.48	CG-2 Replacement	1001-2000	L.F.	\$ 24.28	
SECTION 9: Concrete Steps – New price based on square footage of stair tread					
4.49	Concrete Steps – New price - sq ft of stair tread	1-200	Tread Ft.	\$ 73.94	
4.50	Concrete Steps – New price - sq ft of stair tread	201-1000	Tread Ft.	\$ 71.42	
4.51	Concrete Steps – New price - sq ft of stair tread	1001-4,000	Tread Ft.	\$ 64.19	
4.52	Concrete Steps – New price - sq ft of stair tread	4,001-6,000	Tread Ft.	\$ 58.94	
4.53	Concrete Steps – New price - sq ft of stair tread	6,001-8,000	Tread Ft.	\$ 57.79	
4.54	Concrete Steps – New price - sq ft of stair tread	8,001-10,000	Tread Ft.	\$ 56.64	
4.55	Concrete Steps – New price - sq ft of stair tread	10,000 & up	Tread Ft.	\$ 53.70	
SECTION 10: Concrete Steps – Replacement price based on square footage of stair tread					
4.56	Concrete Steps – Replace price - sq ft of stair tread	1-200	Tread Ft.	\$ 77.83	
4.57	Concrete Steps – Replace price - sq ft of stair tread	201-1000	Tread Ft.	\$ 75.61	
4.58	Concrete Steps – Replace price - sq ft of stair tread	1001-4,000	Tread Ft.	\$ 71.59	
4.59	Concrete Steps – Replace price - sq ft of stair tread	4,001-6,000	Tread Ft.	\$ 69.22	
4.60	Concrete Steps – Replace price - sq ft of stair tread	6,001-8,000	Tread Ft.	\$ 67.22	
4.61	Concrete Steps – Replace price - sq ft of stair tread	8,001-10,000	Tread Ft.	\$ 61.04	
4.62	Concrete Steps – Replace price - sq ft of stair tread	10,000 & up	Tread Ft.	\$ 53.91	
SECTION 11: Concrete Flat Work-New-Broom Finish-Pour finish and saw cut only (forming, reinforcement placement, concrete and all other related materials will be furnished by the City)					
4.63	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	1-200	Sq.Ft.	\$ 6.39	
4.64	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	201-1000	Sq.Ft.	\$ 6.14	
4.65	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	1001-4,000	Sq.Ft.	\$ 4.30	
4.66	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	4,001-6,000	Sq.Ft.	\$ 2.72	
4.67	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	6,001-8,000	Sq.Ft.	\$ 2.31	
4.68	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	8,001-10,000	Sq.Ft.	\$ 2.25	
4.69	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	10,000 & up	Sq.Ft.	\$ 2.20	
SECTION 12: Concrete Flat Work-New-Trowel Finish-Pour finish and saw cut only (forming, reinforcement placement, concrete and all other related materials will be furnished by the City)					
4.70	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	1-200	Sq.Ft.	\$ 6.92	
4.71	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	201-1000	Sq.Ft.	\$ 6.40	
4.72	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	1001-4,000	Sq.Ft.	\$ 3.80	
4.73	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	4,001-6,000	Sq.Ft.	\$ 2.20	
4.74	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	6,001-8,000	Sq.Ft.	\$ 1.89	
4.75	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	8,001-10,000	Sq.Ft.	\$ 1.84	
4.76	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	10,000 & up	Sq.Ft.	\$ 1.47	
SECTION 13: Ramps					
4.77	ADA Ramp – New (concrete portion only)	Each	Sq.Ft.	\$ 10.28	
4.78	ADA Ramp – Replacement (concrete portion only)	Each	Sq.Ft.	\$ 12.43	
4.79	ADA Detectable Surface – Cast In Place Panels	Each	Sq.Ft.	\$ 43.45	
4.80	ADA Detectable Surface – Grouted In Place Bricks	Each	Sq.Ft.	\$ 51.49	
SECTION 14: Concrete Flat Work-New- broom finish					
			4" Thick	6" Thick	
4.81	Concrete Flat Work-New- broom finish	1-200	Sq.Ft.	\$ 9.65	\$ 10.73
4.82	Concrete Flat Work-New- broom finish	201-1000	Sq.Ft.	\$ 6.83	\$ 7.44
4.83	Concrete Flat Work-New- broom finish	1001-4,000	Sq.Ft.	\$ 4.91	\$ 5.15
4.84	Concrete Flat Work-New- broom finish	4,001-6,000	Sq.Ft.	\$ 4.91	\$ 5.15
4.85	Concrete Flat Work-New- broom finish	6,001-8,000	Sq.Ft.	\$ 4.71	\$ 4.95
4.86	Concrete Flat Work-New- broom finish	8,001-10,000	Sq.Ft.	\$ 4.60	\$ 4.75
4.87	Concrete Flat Work-New- broom finish	10,000 & up	Sq.Ft.	\$ 4.10	\$ 4.20

SECTION 15: Concrete Flat Work-Replacement- broom finish				4" Thick	6" Thick
4.88	Concrete Flat Work-Replacement- broom	1-200	Sq.Ft.	\$ 9.46	\$ 9.66
4.89	Concrete Flat Work-Replacement- broom	201-1000	Sq.Ft.	\$ 9.34	\$ 9.43
4.90	Concrete Flat Work-Replacement- broom	1001-4,000	Sq.Ft.	\$ 8.91	\$ 8.91
4.91	Concrete Flat Work-Replacement- broom	4,001-6,000	Sq.Ft.	\$ 7.65	\$ 7.87
4.92	Concrete Flat Work-Replacement- broom	6,001-8,000	Sq.Ft.	\$ 7.13	\$ 7.44
4.93	Concrete Flat Work-Replacement- broom	8,001-10,000	Sq.Ft.	\$ 6.50	\$ 7.34
4.94	Concrete Flat Work-Replacement- broom	10,000 & up	Sq.Ft.	\$ 5.77	\$ 6.19
SECTION 16: Concrete Flat Work-New- Trowel Finish				4" Thick	6" Thick
4.95	Concrete Flat Work-New- Trowel Finish	1-200	Sq.Ft.	\$ 9.65	\$ 9.86
4.96	Concrete Flat Work-New- Trowel Finish	201-1000	Sq.Ft.	\$ 7.88	\$ 8.29
4.97	Concrete Flat Work-New- Trowel Finish	1001-4,000	Sq.Ft.	\$ 5.14	\$ 5.67
4.98	Concrete Flat Work-New- Trowel Finish	4,001-6,000	Sq.Ft.	\$ 4.62	\$ 5.14
4.99	Concrete Flat Work-New- Trowel Finish	6,001-8,000	Sq.Ft.	\$ 4.19	\$ 4.72
4.100	Concrete Flat Work-New- Trowel Finish	8,001-10,000	Sq.Ft.	\$ 4.17	\$ 4.63
4.101	Concrete Flat Work-New- Trowel Finish	10,000 & up	Sq.Ft.	\$ 3.98	\$ 4.42
SECTION 17: Concrete Flat Work-Replacement-Trowel Finish				4" Thick	6" Thick
4.102	Concrete Flat Work-Replacement-Trowel Finish	1-200	Sq.Ft.	\$ 11.48	\$ 11.96
4.103	Concrete Flat Work-Replacement-Trowel Finish	201-1000	Sq.Ft.	\$ 11.11	\$ 11.64
4.104	Concrete Flat Work-Replacement-Trowel Finish	1001-4,000	Sq.Ft.	\$ 7.96	\$ 8.29
4.105	Concrete Flat Work-Replacement-Trowel Finish	4,001-6,000	Sq.Ft.	\$ 7.54	\$ 7.55
4.106	Concrete Flat Work-Replacement-Trowel Finish	6,001-8,000	Sq.Ft.	\$ 5.35	\$ 5.57
4.107	Concrete Flat Work-Replacement-Trowel Finish	8,001-10,000	Sq.Ft.	\$ 5.30	\$ 5.51
4.108	Concrete Flat Work-Replacement-Trowel Finish	10,000 & up	Sq.Ft.	\$ 5.14	\$ 5.35
SECTION 18: Concrete Street Repairs					
4.109	10" Thick Concrete Patch	0 - 20	Sq.Ft.	\$ 16.98	\$ 16.98
4.110	10" Thick Concrete Patch	21 - 70	Sq.Ft.	\$ 15.94	\$ 15.94
4.111	10" Thick Concrete Patch	71 - 260	Sq.Ft.	\$ 14.74	\$ 14.74
4.112	10" Thick Concrete Patch	>260	Sq.Ft.	\$ 12.87	\$ 12.87
SECTION 19: Concrete Flat Work-New Broom/Pour Finish				8" Saw Cut	10" Saw Cut
4.113	Concrete Flat Work-New- broom finish	1-200	Sq.Ft.	\$ 11.60	\$ 11.57
4.114	Concrete Flat Work-New- broom finish	201-1000	Sq.Ft.	\$ 8.31	\$ 8.65
4.115	Concrete Flat Work-New- broom finish	1001-4,000	Sq.Ft.	\$ 6.10	\$ 6.48
4.116	Concrete Flat Work-New- broom finish	4,001-6,000	Sq.Ft.	\$ 6.10	\$ 6.48
4.117	Concrete Flat Work-New- broom finish	6,001-8,000	Sq.Ft.	\$ 5.96	\$ 6.45
4.118	Concrete Flat Work-New- broom finish	8,001-10,000	Sq.Ft.	\$ 5.80	\$ 6.19
4.119	Concrete Flat Work-New- broom finish	10,000 & up	Sq.Ft.	\$ 5.75	\$ 6.14
SECTION 20: Concrete Flat Work-Replacement- Broom/Pour Finish				8" Saw Cut	10" Saw Cut
4.120	Concrete Flat Work-Replacement- broom	1-200	Sq.Ft.	\$ 11.10	\$ 11.60
4.121	Concrete Flat Work-Replacement- broom	201-1000	Sq.Ft.	\$ 10.60	\$ 11.10
4.122	Concrete Flat Work-Replacement- broom	1001-4,000	Sq.Ft.	\$ 9.92	\$ 10.52
4.123	Concrete Flat Work-Replacement- broom	4,001-6,000	Sq.Ft.	\$ 8.96	\$ 9.46
4.124	Concrete Flat Work-Replacement- broom	6,001-8,000	Sq.Ft.	\$ 8.13	\$ 9.16
4.125	Concrete Flat Work-Replacement- broom	8,001-10,000	Sq.Ft.	\$ 7.44	\$ 8.23
4.126	Concrete Flat Work-Replacement- broom	10,000 & up	Sq.Ft.	\$ 6.95	\$ 8.04
SECTION 21: Concrete Flat Work-New- Trowel/Pour Finish				8" Saw Cut	10" Saw Cut
4.127	Concrete Flat Work-New- Trowel Finish	1-200	Sq.Ft.	\$ 11.73	\$ 11.90
4.128	Concrete Flat Work-New- Trowel Finish	201-1000	Sq.Ft.	\$ 8.90	\$ 9.23
4.129	Concrete Flat Work-New- Trowel Finish	1001-4,000	Sq.Ft.	\$ 6.76	\$ 7.13
4.130	Concrete Flat Work-New- Trowel Finish	4,001-6,000	Sq.Ft.	\$ 6.76	\$ 7.13
4.131	Concrete Flat Work-New- Trowel Finish	6,001-8,000	Sq.Ft.	\$ 6.21	\$ 6.59
4.132	Concrete Flat Work-New- Trowel Finish	8,001-10,000	Sq.Ft.	\$ 5.93	\$ 6.32
4.133	Concrete Flat Work-New- Trowel Finish	10,000 & up	Sq.Ft.	\$ 5.86	\$ 6.25

SECTION 22: Concrete Flat Work-Replacement-Trowel Finish				8" Saw Cut	10" Saw Cut
4.134	Concrete Flat Work-Replacement-Trowel Finish	1-200	Sq.Ft.	\$ <u>11.30</u>	\$ <u>11.73</u>
4.135	Concrete Flat Work-Replacement-Trowel Finish	201-1000	Sq.Ft.	\$ <u>10.82</u>	\$ <u>11.10</u>
4.136	Concrete Flat Work-Replacement-Trowel Finish	1001-4,000	Sq.Ft.	\$ <u>10.04</u>	\$ <u>10.60</u>
4.137	Concrete Flat Work-Replacement-Trowel Finish	4,001-6,000	Sq.Ft.	\$ <u>9.86</u>	\$ <u>9.93</u>
4.138	Concrete Flat Work-Replacement-Trowel Finish	6,001-8,000	Sq.Ft.	\$ <u>9.70</u>	\$ <u>9.73</u>
4.139	Concrete Flat Work-Replacement-Trowel Finish	8,001-10,000	Sq.Ft.	\$ <u>8.90</u>	\$ <u>9.24</u>
4.140	Concrete Flat Work-Replacement-Trowel Finish	10,000 & up	Sq.Ft.	\$ <u>7.96</u>	\$ <u>8.96</u>
SECTION 23: Dowel Bars					
4.141	Dowel Bars installed	5/8"	each	\$ <u>3.10</u>	\$ <u>3.10</u>
SECTION 24: 4" Compacted Aggregate Base					
4.142	4" Compacted Aggregate Base	1-200	Sq.Ft.	\$ <u>1.13</u>	\$ <u>1.13</u>
4.143	4" Compacted Aggregate Base	201-1000	Sq.Ft.	\$ <u>0.96</u>	\$ <u>0.96</u>
4.144	4" Compacted Aggregate Base	1001-4,000	Sq.Ft.	\$ <u>0.73</u>	\$ <u>0.73</u>
4.145	4" Compacted Aggregate Base	4,001-6,000	Sq.Ft.	\$ <u>0.59</u>	\$ <u>0.59</u>
4.146	4" Compacted Aggregate Base	6,001-8,000	Sq.Ft.	\$ <u>0.51</u>	\$ <u>0.51</u>
4.147	4" Compacted Aggregate Base	8,001-10,000	Sq.Ft.	\$ <u>0.50</u>	\$ <u>0.50</u>
4.148	4" Compacted Aggregate Base	10,000 & up	Sq.Ft.	\$ <u>0.41</u>	\$ <u>0.41</u>
SECTION 25: Pavestone Concrete Pavers over Sand Base				Installation	Replacement
4.149	Pavestone Concrete Pavers over Sand Base	1-100	Sq.Ft.	\$ <u>24.20</u>	\$ <u>23.20</u>
4.150	Pavestone Concrete Pavers over Sand Base	101-200	Sq.Ft.	\$ <u>22.10</u>	\$ <u>21.10</u>
4.151	Pavestone Concrete Pavers over Sand Base	201-500	Sq.Ft.	\$ <u>19.65</u>	\$ <u>18.65</u>
4.152	Pavestone Concrete Pavers over Sand Base	501-750	Sq.Ft.	\$ <u>18.52</u>	\$ <u>17.52</u>
4.153	Pavestone Concrete Pavers over Sand Base	751-1,000	Sq.Ft.	\$ <u>15.25</u>	\$ <u>14.25</u>
4.154	Pavestone Concrete Pavers over Sand Base	1,001-2,500	Sq.Ft.	\$ <u>13.65</u>	\$ <u>12.65</u>
4.155	Pavestone Concrete Pavers over Sand Base	2,501-4,000	Sq.Ft.	\$ <u>13.47</u>	\$ <u>12.47</u>
SECTION 26: Pavestone Concrete Pavers over Concrete Base				Installation	Replacement
4.156	Pavestone Concrete Pavers over Concrete Base	1-100	Sq.Ft.	\$ <u>33.20</u>	\$ <u>32.20</u>
4.157	Pavestone Concrete Pavers over Concrete Base	101-200	Sq.Ft.	\$ <u>30.10</u>	\$ <u>29.10</u>
4.158	Pavestone Concrete Pavers over Concrete Base	201-500	Sq.Ft.	\$ <u>23.65</u>	\$ <u>22.65</u>
4.159	Pavestone Concrete Pavers over Concrete Base	501-750	Sq.Ft.	\$ <u>22.52</u>	\$ <u>21.52</u>
4.160	Pavestone Concrete Pavers over Concrete Base	751-1,000	Sq.Ft.	\$ <u>21.25</u>	\$ <u>20.25</u>
4.161	Pavestone Concrete Pavers over Concrete Base	1,001-2,500	Sq.Ft.	\$ <u>18.65</u>	\$ <u>17.65</u>
4.162	Pavestone Concrete Pavers over Concrete Base	2,501-4,000	Sq.Ft.	\$ <u>17.47</u>	\$ <u>16.47</u>
SECTION 27: Brick Pavers over Sand Base				Installation	Replacement
4.163	Brick Pavers over Sand Base	1-100	Sq.Ft.	\$ <u>24.20</u>	\$ <u>23.20</u>
4.164	Brick Pavers over Sand Base	101-200	Sq.Ft.	\$ <u>24.10</u>	\$ <u>23.10</u>
4.165	Brick Pavers over Sand Base	201-500	Sq.Ft.	\$ <u>21.65</u>	\$ <u>20.65</u>
4.166	Brick Pavers over Sand Base	501-750	Sq.Ft.	\$ <u>20.52</u>	\$ <u>19.52</u>
4.167	Brick Pavers over Sand Base	751-1,000	Sq.Ft.	\$ <u>17.25</u>	\$ <u>16.25</u>
4.168	Brick Pavers over Sand Base	1,001-2,500	Sq.Ft.	\$ <u>15.65</u>	\$ <u>14.65</u>
4.169	Brick Pavers over Sand Base	2,501-4,000	Sq.Ft.	\$ <u>15.47</u>	\$ <u>14.47</u>
SECTION 28: Brick Pavers over Concrete Base				Installation	Replacement
4.170	Brick Pavers over Concrete Base	1-100	Sq.Ft.	\$ <u>35.20</u>	\$ <u>34.20</u>
4.171	Brick Pavers over Concrete Base	101-200	Sq.Ft.	\$ <u>32.10</u>	\$ <u>31.10</u>
4.172	Brick Pavers over Concrete Base	201-500	Sq.Ft.	\$ <u>25.65</u>	\$ <u>25.65</u>
4.173	Brick Pavers over Concrete Base	501-750	Sq.Ft.	\$ <u>25.52</u>	\$ <u>24.52</u>
4.174	Brick Pavers over Concrete Base	751-1,000	Sq.Ft.	\$ <u>23.25</u>	\$ <u>23.25</u>
4.175	Brick Pavers over Concrete Base	1,001-2,500	Sq.Ft.	\$ <u>20.65</u>	\$ <u>19.65</u>
4.176	Brick Pavers over Concrete Base	2,501-4,000	Sq.Ft.	\$ <u>19.47</u>	\$ <u>18.47</u>

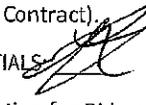
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SECTION 26: 4" Brick Red Stamped Concrete flatwork					
4.177	4" Compacted Aggregate Base	1-200	Sq.Ft.	\$ 11.46	\$ 11.46
4.178	4" Compacted Aggregate Base	201-1000	Sq.Ft.	\$ 8.73	\$ 8.73
4.179	4" Compacted Aggregate Base	1001-4,000	Sq.Ft.	\$ 6.52	\$ 6.52
4.180	4" Compacted Aggregate Base	4,001-6,000	Sq.Ft.	\$ 5.35	\$ 5.35
4.181	4" Compacted Aggregate Base	6,001-8,000	Sq.Ft.	\$ 4.93	\$ 4.93
4.182	4" Compacted Aggregate Base	8,001-10,000	Sq.Ft.	\$ 4.71	\$ 4.71
4.183	4" Compacted Aggregate Base	10,000 & up	Sq.Ft.	\$ 4.71	\$ 4.71
Hours of Service and Contact Information					
State hours normal service is available				7 a.m. to 5 p.m., 5 days per wk	
Emergency service available				24 HOURS PER DAY	
Name of person to call for service				Ed Lipowicz III	
Telephone of person to call for service				913-208-8233 cell	
City standard payment terms are Net 30 after receipt of invoice and certified payroll.				2% 10; NET 30	
Is the pricing provided above tax exempt per the City of Lee's Summit's State of Missouri tax exempt status as stated under section 1.0 Instructions to Bidders, paragraph 1.10?					Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
If you answered "No" to the question posed in section 4.1, does the pricing provided above include any and all applicable taxes as stated under section 1.0 Instructions to Bidders, paragraph 1.10?					Yes <input type="checkbox"/> No <input type="checkbox"/>

5.0 COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:

This section is optional, it will not affect bid award. If the City of Lee's Summit awarded you the proposed contract, would you sell under the prices and terms of this Contract to any Municipal, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or Mid-America Regional Council (MARC) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Contract).

YES NO

INITIALS 

Sales will be made in accordance with the prices, terms, and conditions of the Invitation for Bid and any subsequent term contract. There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the bid or contract unless they are specifically named in the Invitation for Bid as a joint bidder. The principal contracting officer (PCO) is responsible to handle the solicitation and award the contract. The PCO has sole authority to modify the contract and handle disputes regarding the substance of the contract. The PCO is the Procurement Officer of Record, City of Lee's Summit, Missouri. Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

6.0 WORK AUTHORIZATION AFFIDAVIT AND E-VERIFY: Any contract for services in excess of five thousand dollars (\$5,000), the bidder or business entity, as defined in § 285.530, RSMo, shall, 1. Provide; by sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien and 2. Provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The required documentation must be from the federal work authorization program provider. E.g. the electronic signature page from the E-Verify program's Memorandum of Understanding. Letter from Consultants reciting compliance is not sufficient.

The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate an FREE internet-based program called E-Verify, <http://www.dhs.gov/everify> that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the Consultant's business license, termination of the contract, debarment from city and State work for a period of three years or permanently, and withholding 25% of the total amount due the Consultant.

All submittals should include the signed and notarized Work Authorization Affidavit AND the electronic signature page from the E-Verify program.

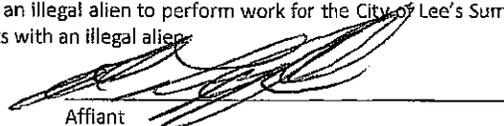


CITY OF LEE'S SUMMIT, MISSOURI
WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo
(FOR ALL BIDS FOR SERVICES IN EXCESS OF \$5,000.00)
Effective 1/1/2009

County of Jackson)
State of Missouri) ss.

My name is Ed Lipowicz. I am an authorized agent of Quality Custom Construction (Bidder"). Bidder is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Lee's Summit, Missouri. Bidder does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

Bidder shall not knowingly employ or contract with an illegal alien to perform work for the City of Lee's Summit, Missouri or enter into a contract with a subbidder that knowingly employs or contracts with an illegal alien.



Affiant

Ed Lipowicz IV

Printed Name

Subscribed and sworn to before me this 26th day of September, 2018.



Notary Public

SEAL

LISA M. COLLINS
Notary Public - Notary Seal
STATE OF MISSOURI
Commissioned in Jackson County
My Commission Expires: October 17, 2018
Commission Number: 14530255



7.0 REFERENCES AND EXPERIENCE: PLEASE COMPLETE THE INFORMATION LISTED BELOW IN FULL: If additional space is required, make additional copies of this form and submit with bid. To be considered for award, bidder shall have been in business for a minimum of five (5) years.

How many years has your firm been in business?	Years: <u>16</u>
List references and prior experience; preferably with other municipalities, in the last 3-5 year period; work or services of the same type and size to the project being proposed. (List municipality/company names, addresses, contact person(s), telephone numbers, date of project completion and contract amount.)	
Prior Work/Services Performed for:	
Municipality/Company Name: <u>City of Lee's Summit</u>	
Address: <u>220 SE Green St</u> <u>LS MO</u>	
Contact Person: <u>DeeDee Tschurhart</u> Title: <u>Procurement Officer</u> Telephone No: <u>816-969-1087</u>	
Description of Work/Services Performed: <u>Concrete Flatwork, Curb, Street Repair</u>	
Contract Amount: \$ <u>794,970.87</u>	Completion Date: <u>12/31/2017 - Ongoing</u>
Prior Work/Services Performed for:	
Municipality/Company Name: <u>Lee's Summit School District</u>	
Address: <u>502 SE Transport Dr.</u> <u>LS MO</u>	
Contact Person: <u>Kyle Correll</u> Title: <u>Director of Facilities</u> Telephone No: <u>816-985-3119</u>	
Description of Services Performed:	
Contract Amount: \$ <u>412,350.03</u>	Completion Date: <u>12/31/2017 - Ongoing</u>

8.0 PERSONNEL QUALIFICATIONS:

Contractor is REQUIRED to provide the information below in FULL DETAIL.
Indicate person who will be supervising project and years of experience in similar work.
Name: Ed Lipowicz IV # of Years: 18
Type of Experience: All areas of concrete construction management

Complete the following for employees that would be working on this project. List any previous work directly relating to the scope of this project for other municipalities or private companies in the last five years. Attach a separate sheet of paper if needed.

EMPLOYEE NAME	QUALIFICATIONS	EXPERIENCE/TRAINING
<u>Jeremiah Rose</u>	<u>Site Foreman / Cement Mason</u>	<u>22 yrs / ACI /</u>
<u>David Rose</u>	<u>Site Coordinator / Operator / Cement Mason</u>	<u>19 yrs / Con. Mgmt.</u>
<u>Eric Moeller</u>	<u>Cement Mason / Forms Supervisor</u>	<u>21 yrs / Multiple areas of concrete construction</u>
<u>Travis Moore</u>	<u>Operator / Cement Mason / Site Prep</u>	<u>16 yrs</u>
<u>Steve Jackson</u>	<u>Carpenter / Cement Mason</u>	<u>22 yrs / MODOT Projects</u>
<u>Rob Summers</u>	<u>Carpenter / Cement Mason</u>	<u>14 yrs</u>
<u>Brian Irwin</u>	<u>Cement Mason</u>	<u>26 yrs / Class A concrete construction</u>
<u>Chris Benton</u>	<u>Cement Mason</u>	<u>17 yrs</u>
<u>Mike Patrick</u>	<u>Cement Mason</u>	<u>15 yrs</u>

INSURANCE REQUIREMENTS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS

1. General.

- A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.
- B. No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
- D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.
- E. Primary Insurance. Contractor's insurance shall be, or be endorsed to indicate, its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.
- F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.
- G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.
- H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.
- I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall either cover all subcontractors in the Contractor's liability insurance policy or execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
- J. Notice of Claim. The Contractor shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.
- K. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the

insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement.

If any of the policies required by this Agreement expire during the life of this Agreement, Contractor shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing number and title of this Agreement.

Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - (a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.
 - (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
 - (c) Excess Liability – Follow Form to underlying insurance.
- (2) Contractor's insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
- (3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.
- (4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 2S (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

All Certificates of Insurance shall name the City of Lee's Summit as the certificate holder and send the certificate and any endorsements to:

City of Lee's Summit
Procurement and Contract Services
220 S.E. Green Street
Lee's Summit, MO 64063 -2358

2. Required Insurance Coverage.

- A. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
- B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

- C. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.
- D. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.
- The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Contractor.
3. Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

GENERAL TERMS AND CONDITIONS
GENERAL INSTRUCTIONS CONCERNING IFB's/BID's

1. **AWARD.** The right is reserved, as the interest of the City may require to reject any or all bids and to waive any minor informality or irregularity in bids received. The City may accept any item or group of items of any bid unless qualified by specific limitation of the bidder. Unless otherwise provided in the schedule, bids may be submitted for any quantities less than those specified; and the City reserves the right to make an award on any item for a quantity less than the quantity bid upon at the unit price offered unless the bidder specified otherwise in his bid. The Contract shall be awarded to that responsible and responsive bidder whose bid, conforming to the Invitation for Bids, will be most advantageous (lowest price and best value) to the City, price and other factors considered. An award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid, results in a binding contract without further action by either party.
2. **PREPARATION OF BIDS.**
 - A Bidders are expected to examine the drawing, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk.
 - B Each bidder shall furnish the information required by the invitation. The bidder shall sign the invitation. Erasures or other changes must be initialed by the person signing the offer. Bids signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the City.
 - C Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
 - D Alternate bids for supplies or services other than those specified will not be considered unless authorized by the invitation.
 - E Bidder must state a definite time for delivery of supplies or services unless otherwise specified in the invitation.
 - F Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
 - G If the item has a trade name, brand and/or catalog number, such must be stated in the bid.
 - H Prices quoted are to be firm, final and shall include shipping F.O.B. destination unless requested as a single line item.
 - I In submitting bids, Vendor agrees that the City of Lee's Summit shall have 120 days in which to accept or reject any of the bids submitted unless otherwise specified on the bid page.
 - J Specification sheets **MUST** be uploaded with bids.
3. **EXPLANATION TO BIDDERS.** Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, drawing, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Oral explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an addendum to the invitation, if such information is necessary to bidders in submitting bids per the invitation or if the lack of such information would be prejudicial to uninformed bidders.
4. **ACKNOWLEDGMENT OF ADDENDUM TO INVITATIONS.** Receipt of an addendum to an invitation by a bidder must be acknowledged by signing and uploading the addendum into the City's e-bidding system or as otherwise stipulated in the bid document. Such acknowledgment must be received prior to the hour and date specified for receipt of bids, or returned with the bid and received prior to opening time and date.
5. **SUBMISSION OF BIDS.**
 - A Bids, addendum(s) and modification(s) thereof shall be uploaded into the City's e-bidding system, unless otherwise stated in the Invitation for Bid, before the open date and time.
 - B Emailed or faxed bids will not be considered unless authorized by the invitation.
 - C Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. If not consumed by testing, samples will be returned at bidders request and expense, unless otherwise specified by the invitation.
 - D Bids will be publicly opened and read aloud as stipulated in the "Invitation for Bid".
 - E Submission of a bid constitutes an assignment by you of any and all anti-trust claims that you may have under the Federal and/or State laws resulting from this Contract.
6. **FAILURE TO SUBMIT BID.** If a "no bid" is submitted, do not return the invitation unless otherwise specified. A letter, postcard or email notification should be sent to the issuing office advising whether future invitations for the type of supplies or services covered by this invitation are desired. Failure of the recipient to bid or to notify the issuing office that future invitations are desired may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the invitation.
7. **MODIFICATION OR WITHDRAWAL OF BIDS/SOLICITATIONS.** A bid/solicitation may only be withdrawn by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation may be withdrawn by signed, written notice. 2. A bid/solicitation may also be withdrawn in person by the bidder or its authorized representative who provides proper identification. 3. A bid/solicitation may be withdrawn via email by the bidder or its authorized representative. A bid/solicitation may only be modified by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation modification may be modified by signed, written notice provided in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. 2. A bid/solicitation modification may also be submitted in person by the bidder or its authorized representative who provides proper identification and provides written notice with the bid/solicitation number, description and the word "modification" identified on the envelope. All modifications shall not be opened until the official opening date and time to preserve the integrity of the bid/solicitation process. Telephone, telegraphic or electronic requests to modify a bid/solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the bid/solicitation official opening date and time specified.
8. **LATE BIDS AND MODIFICATIONS.** It is the responsibility of the bidder to upload or submit a hard copy if stipulated in the Invitation for Bid (IFB), his bid, bid addendum(s) or bid modification(s) on or before the date and time of the bid opening date and time. Bids will NOT be accepted after the date and time of opening under any circumstances.
9. **BONDS.** Bonds shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPRQ or better financial performance rating per the current A.M. Best Company ratings.)
 - A **BID DEPOSITS (BONDS).**

Bid Deposit Not Required .

Bid Deposit Required as stipulated in the "Invitation for Bid".

Note the following: Bid Deposit. The Bidder will furnish a bid deposit in the form of a bond, certified check, or money order in the amount of 5% of base bid made payable to the City of Lee's Summit, Jackson County, Missouri, for the measure of liquidated damages which the City will sustain and the proceeds thereof will become the property of the City if for any reason the bidder (Personal or company checks will not be accepted):

 - (1) Withdraws his bid after the opening of the bids and prior to the time a formal written agreement evidencing the contract has been signed and delivered to the City whether or not the bidder at the time of such withdrawal has been designated as the successful bidder, or
 - (2) Upon written notification of the award of contract to him, he fails to properly sign and deliver to the City within 10 days Labor and Materials and Performance Bonds, if required; Certificate of Insurance, and the written Contract, formally evidencing the terms of the invitation for Bid and his bid as submitted.
 - (3) The bidder further agrees the City will have the right to retain the bid deposit for a period of one hundred twenty (120) days from the date of opening of the bids. At the expiration of said time, or earlier at the option of the City, said bid deposit will be returned to the bidder unless said bid deposit has become the property of the City as liquidated damages for one of the reasons stipulated.
 - B **PERFORMANCE AND LABOR AND MATERIAL PAYMENT BONDS.**

Performance and Labor and Material Payment Bonds Not Required .

Performance and Labor and Material Payment Bonds Bond Required as stipulated in the "Invitation to Bid".

Note the following:

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- (1) Coincident with the execution of the Contract, Contractor shall furnish to City a contract Performance Bond and a Labor and Material Payment Bond drawn upon the forms included in these Contract Documents.
 - (2) Date of bonds shall be the same as the date of City's execution of the contract.
 - (3) The Performance Bond and Labor and Material Payment Bond shall be in an amount equal to the full contract price, guaranteeing the payment of all bills and obligations arising from the performance of the contract, and otherwise conditioned as required by law.
 - (4) The bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover full and faithful performance of the contract in the event of Change Orders regardless of the amount of time or money involved. It shall be Contractors' responsibility to notify his surety of any changes affecting the general scope of the work or change in the Contract Price.
 - (5) At any time during the continuance of the Contract that the surety on any bond becomes unacceptable to City, City shall have the right to require additional and sufficient sureties which Contractor shall furnish to the satisfaction of City within ten (10) days after notice to do so.
10. **DISCOUNTS AND BID EVALUATION.** Discounts offered for prompt payment may be considered in bid evaluation.
11. **MATERIAL AVAILABILITY.** Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the City of Lee's Summit immediately if materials specified are discontinued, replaced, or not available for an extended period of time.
12. **ALTERNATE BIDS.** Bidders must submit complete specifications on all alternate bids. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. Unless otherwise indicated, it will be assumed that the article proposed is exactly as specified.
13. **AWARD OF CONTRACT.**
- A **BASIS OF AWARD.**
 - (1) Only firm bids will be considered.
 - (2) Bidders may be requested to submit financial statements subsequent to the bid opening. Such statements shall be submitted to City within three (3) days after being so requested.
 - (3) The award of the Contract, if it is awarded, will be to the lowest responsible and responsive bidder whose qualifications indicate the award will be in the best interest of the Owner and whose bid complies with all prescribed requirements.
 - (4) City reserves the right to reject any and all bids, and waive any and all informalities, and the right to disregard all non-conforming or conditional bids or counter-proposals.
 - B **EVALUATION OF BIDS.**
 - (1) The evaluation of bids will include consideration of prior experience, financial statements, if requested, sub-contractors, suppliers, and manufacturers to be used in the work and manufacturers' data on the materials and equipment to be incorporated. Time of completion or delivery will also be a factor in the award.
 - (2) "Or Approved Equal" Clause. Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the City, of equal substance and function. Substitute items may be rejected at the discretion of the City of Lee's Summit.
 - (3) Whenever the name of a manufacturer is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutes". The City may assume that items bid are equal or it may request samples and proof thereof unless approved before shipment. City reserves the right to return at bidder's expense all items that are not acceptable as equals, said items to be replaced by bidder with satisfactory items at the original price.
 - (4) By virtue of statutory authority, the City shall give preference to all commodities manufactured, mined, produced, or grown within the State of Missouri, and to all firms, corporations or individuals, when quality is equal or better and the delivered price is the same or less. Similar preference will be given to Lee's Summit products and supplies.
 - C **NOTICE OF AWARD.** After considering the basis of award and evaluation of bids, City will within one hundred twenty (120) days after the date of opening bids, notify the successful bidder of acceptance of his bid.
14. **QUALIFICATIONS OF BIDDERS.** The City may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
15. **ANTI-TRUST.** Submission of a bid constitutes an assignment by bidder of any and all anti-trust claims that the bidder may have under the Federal and/or State laws resulting from this contract.
16. **GUARANTEE.** All customary guarantees for workmanship, quality and performance specific by the Manufacturer for any or all items shall apply to the items offered under this bid.
17. **EXPERIENCE STATEMENT** (if required). Only those bids will be considered which are submitted by bidders who submit with their bid an Experience Statement listing projects and showing satisfactory completion of work of type and size comparable to the work required by these contract documents. A list of comparable projects, including pertinent information and identification of the owners, shall be submitted with the bid. Similar Experience Statements shall be included for any subcontractors named in the bid.
18. **REFUND OF DEPOSIT ON BID DOCUMENTS** (if required). Deposits on bid documents and contract drawings will be refunded to all prospective bidders, sub-contractors, suppliers and manufacturers who return the documents in good condition to Owner before the date set for opening bids or within ten days thereafter (unless otherwise stated in the invitation to bid).

CONTRACTUAL REQUIREMENTS.

GENERAL CONTRACTUAL REQUIREMENTS.

1. **DEFINITIONS.**
 - A "City" shall refer to: City of Lee's Summit, Jackson County, Missouri who are the owners of the property, and their authorized representatives.
 - B "Contractor" shall refer to the corporation, company, partnership, firm, or individual, named and designated in the contract agreement and who has entered into this contract for the performance of the work and/or to furnish goods, services, or construction covered thereby at an agreed upon price, and its, his or their duly authorized agents or other legal representatives.
 - C The "specifications" includes Instruction to Bidders, the Terms and Conditions of Purchase, the Definitions and the technical specifications of the work.
 - D A "sub-contractor" is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate contract or agreement with the Contractor.
 - E The term "sample" as used herein includes natural materials, fabricated items, equipment, devices, appliances or parts thereof as called for in the specifications and any other samples as may be required by the City to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the Contractor conform to the requirements of the contract documents. Samples approved by the City shall establish the kind, quality, and other required characteristics, and all work shall be in accordance with the approved samples. Samples, when requested, shall be supplied at no cost to the City.
 - F The term "estimated" represents quantities estimated for the period of time stated. Purchase orders shall be placed for actual requirements as needed.
 - G The term "minimum" means the City will order this quantity of supplies during the period of this contract at the price bid.
 - H The term "maximum" means the City may order this quantity of supplies during the period of this contract and the bidder should be prepared to supply same at the price bid.
2. **PURCHASE ORDERS.** The City will not be responsible for articles or services furnished without a purchase order unless otherwise set forth in the Bid Documents.
3. **CONTRACT TERMS.** The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract and any specifications or bid documents notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished by the Contractor at any time and the acceptance by the City of any terms

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or conditions contained in such document which is inconsistent with the terms and conditions set forth in the contract. Any different or additional terms other than those herein contained in Contractor's acceptance are hereby objected to.

4. **TRANSPORTATION CHARGES.** Freight/shipping shall be F.O.B. Destination whereby all transportation charges shall be paid by Contractor.
5. **PACKAGING.** The City will not be liable for any charges for drayage, packing, cartage, boxing, crating or storage in excess of the purchase price of this order unless stated otherwise herein.
6. **INSPECTION AND ACCEPTANCE.** No material received by the City pursuant to the purchase order issued under the terms and conditions of this bid document shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Contractor herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor's expense for full credit or replacement. No goods returned as defective shall be replaced without Buyer's written authorization. Such return shall in no way affect City's discount privileges. Such right to return, offered to the City arising from the City's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies the City may have therefore.
7. **GENERAL GUARANTY AND WARRANTY.** The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and his sub-contractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the Contract. Furthermore, he shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.
8. **PATENTS.** Contractor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and Contractor covenants that he will at his own expense, defend every suit which may be brought against the City, or those selling or using City's product (provided Contractor is promptly notified of such suit and all papers therein are delivered to Contractor) for any alleged infringement of any patent by reason of the sale or use of such articles and Contractor agrees that he will pay all cost, damages and profits recoverable in any such suit.
9. **QUANTITIES.** City assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to City's rejection and return at Contractor's expense.
10. **ACTS OF GOD.** Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
11. **BANKRUPTCY OR INSOLVENCY.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Contractor, or in the event of breach of any of the terms hereof including the warranties of the Contractor, City may cancel this contract or affirm the contract and hold Contractor responsible in damages.
12. **COMPLIANCE WITH APPLICABLE LAWS.** Contractor shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Contractor's performance under this contract. Contractor shall indemnify and hold the City harmless on account of any violations thereof relating to Contractor's performance under this contract, including imposition of fines and penalties which result from the violation of such laws.
13. **LAW GOVERNING.** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this contractual agreement will be decided by a Missouri Court.
14. **TIME OF DELIVERY.** The City requires that all materials ordered will be delivered when specified. Time is therefore of the essence. If deliveries are not made at the time agreed upon, City reserves the right to cancel or to purchase elsewhere and hold Contractor accountable for any damages sustained as a result thereof.
15. **INTERPRETATION OF CONTRACT AND ASSIGNMENTS.** This contract shall be construed according to the laws of the State of Missouri. This contract, or any rights, obligations, or duties hereunder may not be assigned by Contractor without City's written consent and any attempted assignment without such consent shall be void.
16. **CONTRACTOR'S INVOICES.** Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract Number (if any), Purchase Order number, Item Number; contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the City Accounts Payable Division. Any delay in receiving invoices, or errors and omissions, on statement or invoices will be considered just cause for withholding settlement without losing discount privileges.
17. **NOTICE AND SERVICE THEREOF.** Any notice to any Contractor from the City relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail or email, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative on the work.
18. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.
19. **TERMINATION OF CONTRACT.** This contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.
20. **INDEMNITY AND HOLD HARMLESS.** Contractor agrees to indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Contractor, his sub-contractors, employees or agents, and arising out of services performed by Contractor, his sub-contractors, employees or agents under this contract to the extent permitted by the Constitution and the Laws of the State of Missouri.
21. **SUB-CONTRACTS.**
 - A The Contractor shall not execute an agreement with any sub-contractor to perform any work until he has written the City of Lee's Summit to determine any disapproval of the use of such sub-contractor.
 - B The Contractor shall be fully responsible to the City for the acts and omissions of his sub-contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
 - C The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of the contract.
 - D Nothing contained in the Conditions shall create any contractual relationship between any sub-contractor and the City.
22. **UNIFORM COMMERCIAL CODE.** This contract is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said Contract.
23. **CHANGES.** The City may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this contract in or to drawings, designs, specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for

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performance of this contract or purchase order, the Contractor shall notify the City in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the Contractor for such adjustment must be asserted within 30 days or such other period as may be agreed upon in writing by the parties after the Contractor's receipt of notice of the change. Nothing herein contained shall excuse the Contractor from proceeding with the contract as changed.

24. **RESPONSIBILITY FOR SUPPLIES.** The Contractor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the Contractor shall bear all risks for rejected supplies after notice of rejection. This needs rewriting to coincide with the Freight clause.
25. **EXECUTION OF CONTRACT.** Depending on the type of service provided, one or more of the following four (4) methods will be employed. The methods applicable to this contract will be checked below:
- A The Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- B The contract shall consist of a **YEARLY CONTRACT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- C The contract shall consist of a **ONE-TIME CONTRACT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- D Five copies of the Contract.
- (1) City will furnish 5 copies of the Bid Documents to the successful Bidder who shall prepare 5 counterpart copies, each containing an exact copy of the Bid Form as submitted, required insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Contract signed with the date of his signature.
- (2) The prepared counterpart copies shall be delivered to Owner within ten days after the date of Notice of Award.
- (3) City will sign the Contract, insert the date of his signature at the beginning of the Contract, and return one copy to Contractor after receiving the counterpart copies.
26. **FINAL PAYMENT.** Final payment shall be in a lump sum after Contractor has performed, to the City's satisfaction, all duties imposed upon him/her by the contract documents. Contractor shall allow thirty (30) days minimum for payment sum (unless otherwise specified in the bid documents). Additional payment provisions for construction projects are detailed in number 41 below.
27. **NON-DISCRIMINATION IN EMPLOYMENT.** In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
28. **DOMESTIC PRODUCTS.** The City of Lee's Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States (City of Lee's Summit Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5)).
29. **TAX EXEMPT.** Do not bill tax. The City of Lee's Summit is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.
30. **REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT".** The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of statements required of sub-contractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.
31. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS.** No member of, or delegate to the Congress of the United States and no Resident Council Member shall be admitted to any share or part of this Contract or to any benefit to arise from the same; provided, that the foregoing provision of the Section shall not be construed to extend to this Contract if made with a corporation for its general benefit.
32. **FUND ALLOCATION.** Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Contractor understands that the obligation of the City to pay for goods and/or services under the contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.
33. **ASSIGNMENTS.** Neither City nor Contractor shall, without the prior written consent of the other, assign in whole or in part his interest under any of the Contract Documents and, specifically the Contractor shall not assign any moneys due or to become due without the prior written consent of the City.
34. **DEBARMENT.** By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal or State Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a Federal department, agency or provision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.

NOTE TO BIDDERS: THE FOLLOWING CONTRACTUAL REQUIREMENTS PERTAIN TO CONSTRUCTION PROJECTS AND OTHER PROJECTS WHICH REQUIRE ITS CONTRACTOR TO PERFORM WORK FOR THE CITY. THESE MAY NOT APPLY TO ALL MATERIAL PURCHASES OR SUPPLY CONTRACTS UNLESS SO STIPULATED.

35. **WORK HOUR AND SAFETY STANDARD ACT.** All bidders awarded contracts in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29CFR, Part 5). Under Section 103 of the Act, each Contractor shall be required to compute wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard work day or work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies, or materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
36. **LABOR-RELATED REGULATIONS.** The bidder's attention is specifically directed to the special rules, regulations, and stipulations pertaining to labor listed below which may be a part of the bid as stipulated in the "Invitation to Bid"
- A **Wage Rate Stipulation** - State of Missouri. If required by the "Invitation to Bid"
- B **Wage Rate Determination** - Federal. If required by the "Invitation to Bid"
- The bid, contract and bonds shall be conditioned upon compliance with all provisions of the Contract Documents including these rules, regulations and stipulations.
37. **BUILDING REGULATION, PERMITS AND LAW.**
- A The "General Conditions for the Construction of Buildings" AIA Form A201 forms part of this contract as if herein bound Arbitration shall not apply to any contract resulting from this IFB.

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- B Satisfy all current and applicable local codes, ordinances and licensing requirements.
38. **COORDINATION OF THE WORK.** The Contractor shall be responsible for the proper execution of all work and for the coordination of the operations of all trades, subcontractors, and supplies engaged under the Contract. He shall be prepared to provide each of his subcontractors the locations, measurements, and information they may require for the performance of their work.
39. **CHANGES IN THE WORK.**
- A The Contractor shall not make changes in the work required to be performed by omitting work, by adding work or by changing materials, fixtures or services from those specified without the prior written consent of the City and using Departments of the City of Lee's Summit, Missouri. Any authorized changes will not relieve or release the Contractor from any of these obligations under the contract. All work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Except for the purpose of affording protection against any emergency endangering life and/or property, the Contractor shall not make any changes in the Contract.
- B Each change order shall include in its final form, a detailed description of the change in the work, the Contractor's proposal for the change in price and/or time, and the statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.
40. **TIMING.**
- A **Time to Commence Work:** Upon receipt of Contract Documents fully executed by City and a Notice to Proceed, Contractor shall immediately proceed with the work. However, he shall not move onto the site until all required copies of insurance policies and certificates have been accepted by City.
- B **Time Starts to Run:** The Contract Time shall start to run on the date stated in the Notice to Proceed.
- C **Time of Contract:** Time is of the essence of the Contract. The work shall be prosecuted diligently at such rate of progress as will insured full completion thereof within the Contract Time. If Contractor shall neglect, refuse or fail to complete the work within the time set forth above, or any proper extension thereof granted by City, Contractor shall pay (see bid document) to City for each and every day he is in default. Because of the difficulty in determining the actual damages to be sustained by City in the event of such breach of the Contract, all amounts paid as provided herein shall be considered as and for City's liquidated damages and not as a penalty, and City shall have the right to deduct the amount of such liquidated damages from payments otherwise due to Contractor or to sue for and recover same.
- D **Excusable Delays:** The Contractor shall not be charged damages for any delays in the completion of the work that the Contractor is required to perform under the terms and conditions of this Contract for the following reasons:
- (1) To any acts of the Governments, including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense, or any other national emergency.
 - (2) To any acts of the City.
 - (3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of god or of the public enemy, acts of another Contractor in the performance of some other Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, weather of unusual severity, such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.
 - (4) To any delay of any sub-contractor occasioned by any of the causes specified in sub-paragraphs 1, 2, and 3 above; provided however, that the Contractor promptly (within 10 days) notifies the City, in writing, of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this Contract, the City shall extend the contract time by a period commensurate with the period of excusable delay to the completion of the work as a whole.
41. **PAYMENTS.**
- A Lump Sum Payments: After the final inspection and acceptance of all work under the Contract, by the City, including clean-up, the Contractor shall prepare his statement for final payment and submit it to the Owner for approval. When the required warranties and the release of liens have been executed by the Contractor, the final payment will be made which will include any amounts remaining due under the Contract. (Allow a full thirty (30) days). The Contractor will be paid the Contract price in one lump sum amount after the work is satisfactorily completed unless progress payments are approved prior to Contract award. Pay estimates are by the City Engineer as follows:
- B Engineer's Pay Estimates:
- (1) The Engineer's pay estimate, in consequence of any Contractor's application for payment will constitute a representation by him to City, based on Engineer's observations of the work in progress and on his review of the application for payment and supporting data, that the work has progressed to the point indicated that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his Pay Estimate); and the Contractor is entitled to payment of the amount shown in the Engineer's Pay Estimate.
 - (2) Engineer shall not be deemed by his rendering of any Pay Estimate to have represented that he made exhaustive or continuous inspections to check the quality or the quantity of the work, or that he has reviewed the means, methods, techniques, sequences and procedures of construction or that he has made any examination to ascertain how or for what purpose Contractor has used the moneys paid or to be paid to him on account of the Contract price.
 - (3) Engineer may refuse to render an Engineer's pay Estimate for the whole or any part of any payment if, in his opinion, he is unable to make the above representations to City. He may also refuse to render any Engineer's Pay Estimate, or because of subsequently discover evidence or the results of subsequent inspections or tests, nullify any such previous Engineer's Pay Estimate to such extent as may be necessary in his opinion to protect City from loss because of any reason set forth in General Conditions.
42. **CONTRACTOR'S CERTIFICATE AND RELEASE** (for Construction Purposes). Prior to final payment and as a condition there to, the Contractor shall execute a certificate and release. This certificate and release will set forth the undisputed balance due the Contractor under the Contract, a listing for amounts of outstanding and unsettled items which the Contractor claims are due and owing by the City to the Contractor; a certification that the work under the Contract and Change Orders has been performed in accordance with the terms, thereof, and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of the Contract, a statement that, except for the amounts enumerated, the Contractor releases the City from any and all claims arising under or by virtue of the Contract. A duplicate of the certificate shall be issued to the City.
43. **SURPLUS MATERIALS.** The job site shall be kept clean and free of surplus materials, rubbish and debris at all times. All surplus materials delivered to the job site and all materials, fixtures, and equipment removed and not reused shall remain or become the property of the Contractor and its sub-contractors, and shall be removed from the job site promptly after completion, as well as all rubbish and debris resulting from their respective operations at the Contractor's expense.
44. **ACCIDENT PREVENTION.**
- A The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. All materials, parts, supplies and services rendered under the technical specifications must comply with standards of the Williams Steiger Occupational Safety and Health Act. In consideration of the price paid herein Contractor agrees to indemnify City for any penalties imposed by the Act arising out of misfeasance or malfunction of items or services purchased.
- B The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.
45. **CONFLICTS.** No salaried officer or employee of the City and no member of the City Council or Park Board shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 - 105.496 shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.
46. **DAVIS BACON ACT:** The wages for any work utilizing this contract in which federal funding is utilized shall comply with any and all applicable federal laws and/or requirements to include but not limited to the Davis Bacon Act.



MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
AFFIDAVIT
COMPLIANCE WITH THE PREVAILING WAGE LAW

I, _____, upon being duly sworn upon my oath state that: (1) I am the
(Name)
_____ of _____; (2) all requirements of
(Title) *(Name of Company)*
§§ 290.210 to 290.340, RSMo, pertaining to the payment of wages to workers employed on public works projects
have been fully satisfied with regard to this company's work on _____;
(Name of Project)

(3) I have reviewed and am familiar with the prevailing wage rules in 8 CSR 30-3.010 to 8 CSR 30-3.060; (4) based upon my knowledge of these rules, including the occupational titles set out in 8 CSR 30-3.060, I have completed full and accurate records clearly indicating (a) the names, occupations, and crafts of every worker employed by this company in connection with this project together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed, (b) the payroll deductions that have been made for each worker, and (c) the amounts paid to provide fringe benefits, if any, for each worker; (5) the amounts paid to provide fringe benefits, if any, were irrevocably made to a fund, plan, or program on behalf of the workers; (6) these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available, as often as may be necessary, to such body and the Missouri Department of Labor and Industrial Relations; (7) such records shall not be destroyed or removed from the state for one year following the completion of this company's work on this project; and (8) there has been no exception to the full and complete compliance with the provisions and requirements of Annual Wage Order No. _____ Section _____ issued by the Missouri Division of Labor Standards and applicable to this project located in _____ County, Missouri, and completed on the _____ day of _____, _____.

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that the falsification of any information set out above may subject me to criminal prosecution pursuant to §§290.340, 570.090, 575.040, 575.050, or 575.060, RSMo.

Signature

Subscribed and sworn to me this _____ day of _____, _____.

My commission expires _____, _____.

Notary Public

Receipt by Authorized Public Representative

Missouri Department of Labor and Industrial Relations is an equal opportunity employer/program.

PW-4 (07-14) A1



MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
DIVISION OF LABOR STANDARDS

**AFFIDAVIT
COMPLIANCE WITH THE PREVAILING WAGE LAW**

I, _____, upon being duly sworn upon my oath state that: (1) I am the
(Name)
_____ of _____; (2) all requirements of
(Title) *(Name of Company)*
§§ 290.210 to 290.340, RSMo, pertaining to the payment of wages to workers employed on public works projects
have been fully satisfied with regard to this company's work on _____;
(Name of Project)

(3) I have reviewed and am familiar with the prevailing wage rules in 8 CSR 30-3.010 to 8 CSR 30-3.060; (4) based upon my knowledge of these rules, including the occupational titles set out in 8 CSR 30-3.060, I have completed full and accurate records clearly indicating (a) the names, occupations, and crafts of every worker employed by this company in connection with this project together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed, (b) the payroll deductions that have been made for each worker, and (c) the amounts paid to provide fringe benefits, if any, for each worker; (5) the amounts paid to provide fringe benefits, if any, were irrevocably paid to a trustee or to a third party pursuant to a fund, plan, or program on behalf of the workers; (6) these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available, as often as may be necessary, to such body and the Missouri Department of Labor and Industrial Relations; (7) such records shall not be destroyed or removed from the state for one year following the completion of this company's work on this project; (8) when in effect, the requirements of §§ 290.550 through 290.580, RSMo, pertaining to excessive unemployment were fully satisfied; and (9) there has been no exception to the full and complete compliance with the provisions and requirements of Annual Wage Order No. _____ Section _____ issued by the Missouri Division of Labor Standards and applicable to this project located in _____ County, Missouri, and completed on the _____ day of _____.

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that the falsification of any information set out above may subject me to criminal prosecution pursuant to §§290.340, 570.090, 575.040, 575.050, or 575.060, RSMo.

Signature

Subscribed and sworn to me this _____ day of _____,
My commission expires _____.

Notary Public

Receipt by Authorized Public Representative

PW-4 (04-11) A1



Company ID Number: 267325

Approved by:

Employer QUALITY CUSTOM CONSTRUCTION	
Name (Please Type or Print) EDMUND R LIPOWICZ IV	Title
Signature Electronically Signed	Date 10/22/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 10/22/2009

Company ID Number: 267325

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	QUALITY CUSTOM CONSTRUCTION
Company Facility Address	9707 S. CORN ROAD Lone Jack, MO 64070
Company Alternate Address	9707 S Corn Rd Lone Jack, MO 64070
County or Parish	JACKSON
Employer Identification Number	201823753
North American Industry Classification Systems Code	238
Parent Company	QUALITY CUSTOM CONCEPTS INC
Number of Employees	5 to 9
Number of Sites Verified for	1

Company ID Number: 287325

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name EDMUND R LIPOWICZ IV
Phone Number (816) 697 - 3232
Fax Number (816) 697 - 3232
Email Address edlipowicz@sbcglobal.net

CITY OF RAYTOWN
Request for Board Action

Date: September 12, 2019
To: Mayor and Board of Aldermen
From: Damon Hodges, City Administrator

Resolution No.: R-3237-19

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____

Action Requested: Board of Aldermen approval of the expense of Transportation Sales Tax funds for the Raytown Trafficway Curb Project.

Recommendation: Staff recommends approval as submitted.

Analysis: The Public Works Department will utilize a City of Lee's Summit cooperative contract with Quality Custom Construction.

This project will be removing and replacing curb and gutters along Raytown Trafficway from 63rd street to 59th Street. The construction estimate from Quality Custom Construction is in the amount of \$152,872.90, as attached. Staff estimates 15% or \$22,930.93 for contingencies and change orders. The total estimated cost of this project is \$175,803.83. This project is made possible by savings on other projects and by utilizing storm water and transportation sales tax funding. \$57,000.00 of this project will be funded from the storm water fund since this project has a significant storm water impact.

This project does not have any state or federal funding associated with it. This project will be inspected with the City's own personnel.

Alternatives: Do not do the project and leave the curbs as is.

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Account Number: 204-62-00-100-52300
Fund: Transportation Sales Tax Fund
Amount to Spend: not to exceed \$50,000.00

Account Number: 204-62-00-100-53600
Fund: Transportation Sales Tax Fund
Amount to Spend: not to exceed \$68,803.83

Account Number: 401-62-00-100-53600
Fund: Storm Water Fund
Amount to Spend: not to exceed \$57,000.00

Additional Reports Attached: Location map (in blue), 2 Pictures, Contractor estimate, and Lee's Summit Cooperative Contract.

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH QUALITY CUSTOM CONSTRUCTION OFF THE CITY OF LEE'S SUMMIT CONTRACT FOR THE 2019 CONCRETE CURB REPAIR PROJECT IN A TOTAL AMOUNT NOT TO EXCEED \$175,803.83

WHEREAS, the City of Raytown would like to begin its 2019 Concrete Curb Repair Project; and

WHEREAS, the City of Raytown in the adoption of its purchasing policy has approved the use of competitive bids awarded by other governmental entities through the cooperative bidding process; and

WHEREAS, the City of Lee's Summit, Missouri has successfully bid concrete flatwork, curb replacement and street repair; and

WHEREAS, funds for such purposes are budgeted from the Transportation Sales Tax Fund and such expenditure was reviewed and approved by the Special Sales Tax Oversight Committee on September 10, 2019 as being consistent with voter intent; and

WHEREAS, the quote received from Quality Custom Construction for the measured construction estimate was \$152,872.90; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to enter into an agreement with Quality Custom Construction for the 2019 Concrete Curb Repair Project off the City of Lee's Summit, Missouri agreement in the amount not to exceed \$152,872.90; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to authorize and approve an additional \$22,930.93 to fund any changes in the final unit measurements for a total amount not to exceed \$175,803.83.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the Board of Aldermen find it is in the best interest of the City to enter into an agreement with Quality Custom Construction for the 2019 Concrete Curb Repair Project off the City of Lee's Summit, Missouri agreement in an amount not to exceed \$152,872.90; and

FURTHER THAT the Board of Aldermen find it is in the best interest of the City to authorize and approve an additional \$22,930.93 to fund any changes in the final unit measurements for a total amount not to exceed \$175,803.83; and

FURTHER THAT the City Administrator is hereby authorized to execute any and all documents and to take any and all actions necessary to effectuate the terms of the Agreement and exercise the authority granted herein on behalf of the City.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 17th day of September, 2019.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney



QUALITY CUSTOM CONSTRUCTION

9707 S Corn Road
 Lone Jack, MO 64070
 816-697-3232

Estimate

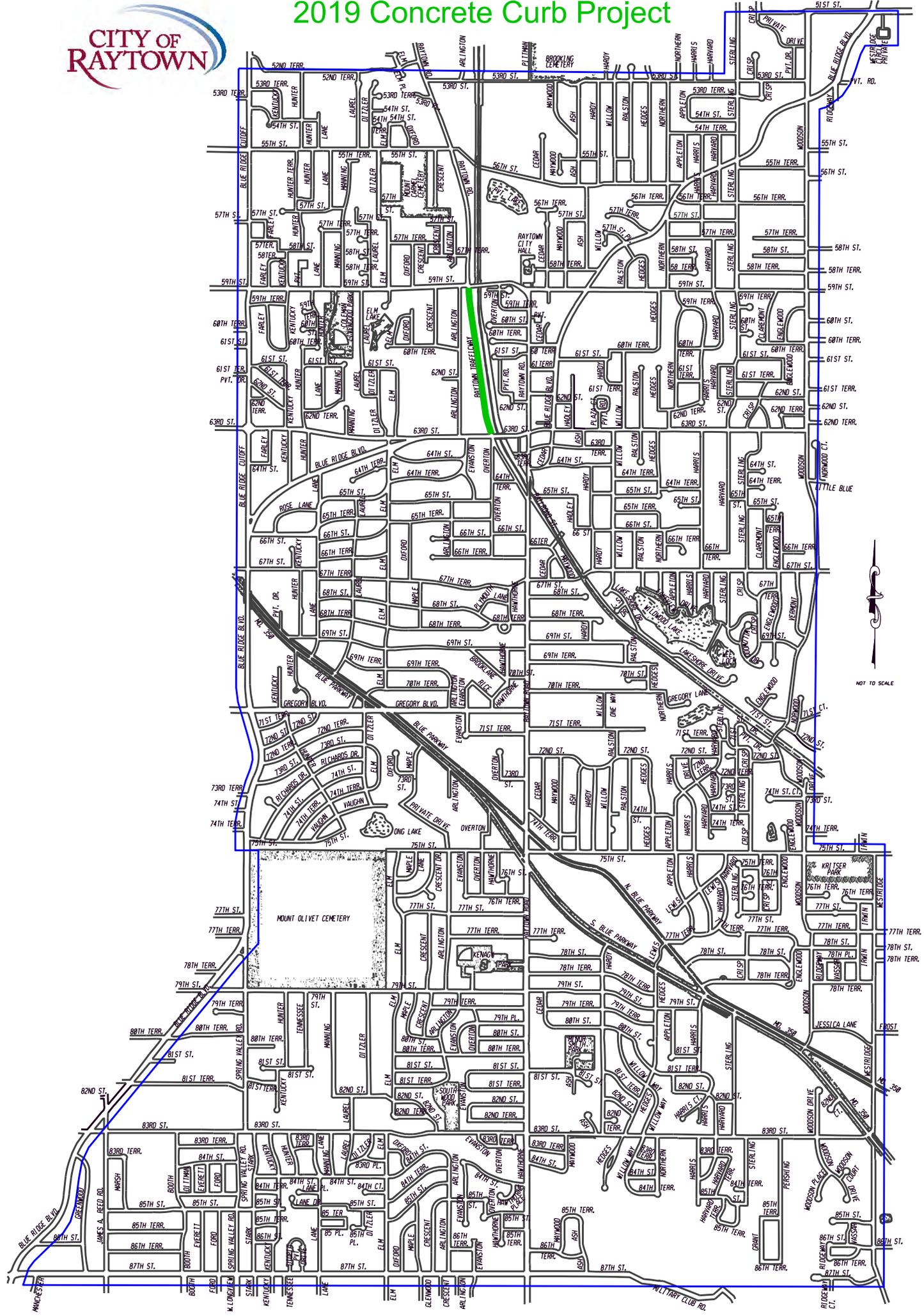
Date	Estimate #
9/6/2019	2620

Name / Address
CITY OF RAYTOWN, MO 10000 E 59TH ST RAYTOWN, MO 64133

Item	Description	Qty	Cost	Total
NOTE	THIS PROPOSAL PERTAINS TO CURB REPLACEMENT ON RAYTOWN TRAFFICWAY FROM 59TH ST TO 63RD ST.			
Curb	WEST SIDE - REMOVE AND REPLACE CG -1 - PER LINEAL FOOT	2,700	23.35	63,045.00
Curb	EAST SIDE - REMOVE AND REPLACE CG - 1 - PER LINEAL FOOT	2,450	23.25	56,962.50
Misc	EDGE MILL 16 IN WIDE PASS, 2 IN DEEP ALONG CURB. SUPPLY AND INSTALL 2 IN OF TOP COAT ASPHALT AFTER NEW CURB INSTALLATION.	1	32,865.40	32,865.40
NOTE	PRICES INCLUDE: REMOVAL OF EXISTING CURB AND INSTALLATION OF NEW CURB			
NOTE	QUANTITIES PROVIDED BY THE CITY OF RAYTOWN. IN THE EVENT OF ADDITIONS AND/OR SUBTRACTIONS OF QUANTITIES REQUESTED BY THE CITY, FINAL INVOICE WILL REFLECT SUCH CHANGES.			
NOTE	CITY OF RAYTOWN TO PERFORM THE FOLLOWING: ANY GREENSPACE / YARD RESTORATION (IF APPLICABLE), STRIPING (IF APPLICABLE)			
NOTE	MISSOURI WAGE ORDER NUMBER 25, SECTION 048, JACKSON COUNTY, PERTAINS TO THE SAID WORK			
We look forward to serving you!			Total	\$152,872.90



2019 Concrete Curb Project







LEE'S SUMMIT MISSOURI

INTEROFFICE MEMORANDUM CONTRACT DOCUMENT

DATE: February 28, 2019

TO: Key Purchasing Personnel

FROM: Purchasing Division 

RE: Concrete/Curb/Street
Bid 2019-014

Vendor	Quality Custom Construction PO Box 269 Grain Valley, MO 64029
Phone & Fax	PH: 816-697-3232 FAX: 816-696-3232 Cell: 913-208-8233
Contact Person	Ed Lipowicz
Ordering Instructions	<ul style="list-style-type: none"> o Using Department to enter a requisition in the Lawson System for a Purchase Order to be issued. o Requisition must include each item as a separate line item. o Invoices will be paid against Lawson System Receiver and Purchase Order.
Terms/Discounts	Net 30
Delivery	Destination
Pricing	See Attached Pricing Sheet
Response Time	As specified
Effective Dates	April 1, 2019 through March 31, 2020

cc: Bid File- Original memo
Intranet



LEE'S SUMMIT MISSOURI

NOTICE TO PROCEED

February 28, 2019

Mr. Ed Lipowicz
Quality Custom Construction
PO Box 269
Grain Valley, MO 64029

RE: Award of Yearly Contract for Concrete Flatwork, Curb Replacement and Street Repair
Bid 2019-014

Dear Mr. Lipowicz:

I am pleased to inform you the above referenced contract has been awarded to your company. The contract period will be April 1, 2019 through March 31, 2020, with four (4) possible renewal periods. A copy of the contract documents is enclosed.

The using departments will place orders with your company using a Purchase Order number. This Purchase Order number must be referenced on all invoices, delivery tickets, and all associated paperwork.

To ensure prompt payment, all invoices must be sent to Accounts Payable at ap@cityofls.net, via fax at 816-969-1113, or by US Mail to Attention Accounts Payable, City of Lee's Summit, 220 S.E. Green Street, Lee's Summit, MO 64063. Payment will be made within 30 days after receipt of the invoice.

I look forward to doing business with your company during this contract period. Please do not hesitate to contact me if any questions or concerns arise at 816-969-1087.

Thank you,



DeeDee Tschirhart, CPPB
Senior Procurement Officer

cc: Bid file
Accounts Payable

Procurement and Contract Services

220 SE Green Street | Lee's Summit, MO 64063 | P: 816.969.1080 | F: 816.969.1081 | cityofls.net

CITY OF LEE'S SUMMIT
PROCUREMENT AND CONTRACT SERVICES DIVISION
220 S.E. GREEN STREET
LEE'S SUMMIT, MO 64063
816-969-1087 Phone 816-969-1081 Fax
deedee.tschirhart@cityofls.net

INVITATION FOR BID NUMBER 2019-014

The City of Lee's Summit will accept electronically submitted bids through Public Purchase from qualified persons or firms interested in providing the following:

**CONCRETE FLATWORK/CURB INSTALLATION/STREET REPAIR AS A YEARLY CONTRACT
IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS**

**BIDS MUST BE UPLOADED INTO PUBLIC PURCHASE E-PROCUREMENT SYSTEM PRIOR TO THE OPENING DATE OF
OCTOBER 5, 2019 AT 3:00PM LOCAL TIME**

The cutoff date for any questions for this bid is September 28, 2018 at Noon, Local Time.

It is the responsibility of interested firms to check the City's e-procurement system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit,mo/buyer/public/publicinfo> for any addendums prior to the opening date and time of this Bid. All addendums must be signed and included with submitted Bid.

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

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service in accordance with all terms and conditions specified herein. Please type or print the information below.

Respondent is **REQUIRED** to complete, sign and return this form with their submittal.

Company Name

Quality Custom Construction

Address

9707 South Corn Rd.

City/State/Zip

Lone Jack, MO 64070

Telephone #

ed@qualitycustomconstruction.net

E-mail

Authorized Person (Print)

Ed Lipowicz II

Signature

President

Title

9-28-2018

Date

Tax ID #

20-1823753

C Corporation

Entity Type

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INVITATION FOR BID NUMBER 2019-014

The City of Lee's Summit will accept electronic bids from interested companies in providing concrete flat work, curb installation or street repair as a yearly contract. Bids must be received electronically in Public Purchase by 3:00 P.M. Local time, on October 5, 2018. Bids will be read aloud publicly in the Finance and Procurement Conference Room at City Hall, 220 SE Green Street, Lee's Summit, MO 64063, at the specified bid opening date and time.

Bidding documents and any addendums are available by accessing the City's e-bidding system, Public. Bidders needing to register with Public Purchase click here: <http://www.publicpurchase.com>. This is a two-step process. Bidders should plan on registering no later than 36 hours (M-F) prior to bid opening.

All wages paid for work under this Contract shall comply with requirements of the prevailing wage law of the State of Missouri, Sec 290.210 et seq., R.S. Mo., as amended by the Division of Labor Standards, State of Missouri and regulations promulgated by the Division of Labor.

For any contract for services greater than \$5,000, the successful bidder shall comply with § 285.530, RSMo, as amended, and (1) provide by sworn affidavit affirmation that it does not knowingly employ any person who is an unauthorized alien and (2) provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this agreement. The required documentation affirming enrollment must be from the federal work authorization program provider. Letter from respondent reciting compliance is not sufficient. All proposals should include the signed and notarized Work Authorization Affidavit and the electronic signature page from the E-Verify program. Letter from Contractor reciting compliance is not sufficient.

DeeDee Tschirhart, Senior Procurement Officer



SCOPE: To provide installation of concrete flat work, curbing and street repairs for the City of Lee's Summit as a yearly contract on an as needed basis. The successful contractor shall be required to provide all labor, materials and equipment for the installation of concrete flat work and curbing.

NOTE: The City reserves the right to bid any project over the City's informal bid threshold amount of \$10,000.00 and is determined to be in the best interest of the City.

1.0 INSTRUCTIONS TO BIDDERS:

- 1.1 All questions shall be submitted and potentially answered via the City's e-bidding site Public Purchase. If there is significant information deemed necessary to be communicated to all potential bidders, addendum(s) will be issued via Public Purchase. All addendums(s) must be signed and included with submitted bid.
- 1.2 Bids submitted on separate forms are NOT acceptable unless specified in the bid document. Failure to complete bid forms to the satisfaction of the City may result in the rejection of your bid.
- 1.3 It is the responsibility of each bidder before submitting a bid to examine the bidding documents thoroughly and request written interpretation or clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Requests for clarification must be received no later than September 28, 2018 at noon local time.
- 1.4 Changes to the specifications, provisions, or terms and conditions will not be allowed except by written addendum issued by the Procurement and Contract Services Division. Oral explanations or instructions given prior to award will not be binding.
- 1.5 Quantities stated herein represent an estimate for the period of time stated. Orders shall be placed for actual requirements as needed.
- 1.6 The bidder shall provide all transportation, labor, materials, and equipment to perform the work. State total costs of materials/services requested in Section 4.0 Pricing. Prices shall include FOB destination and inside delivery.
- 1.7 Bids will be publicly opened and read aloud at the time indicated on the Invitation for Bid. Bidders and the public are invited but not required to attend the formal opening of bids. No decisions relating to the award of a contract will be made at the opening.
- 1.8 Acceptance of this bid or any part thereof, in writing, within one hundred twenty (120) days after the bid opening date by the City of Lee's Summit shall bind the supplier to furnish the supplies or material in accordance with the specifications and bid offer on the written order of the City of Lee's Summit.
- 1.9 The City reserves the right to reject any and all bids, to waive technical defects in bids, and to select the bid(s) deemed most advantageous to the City. The City reserves the right to award this contract in its entirety or to split the contract between bidders, whichever is in the best interest of the City. The City may accept any item or group of items of the bid unless qualified by specific limitation of the bidder.
- 1.10 Items required for this contract qualify for exemption from taxes in accordance with RSMo Section 144.062 as well as in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated, the Missouri Department of Revenue has exempted all or those certain items of the contract from State and local sales and use taxes. If your company/firm is located outside the State of Missouri and is unable to honor the City of Lee's Summit's State of Missouri tax exempt status, all pricing submitted shall include any and all applicable taxes.
- 1.11 If an award is a result of this Invitation for Bid, a contract in the form of a Term & Supply Contract will be issued. The contract number must be referenced on all documentation including invoice. Any Contract Awarded pursuant to this bid shall be subject to the following Terms & Conditions located on pages 19-25. Any bid conditioned on conflicting Terms & Conditions may be rejected
- 1.12 For prompt payment, all invoices shall be sent directly to Accounts Payable, City of Lee's Summit, MO, 220 S.E. Green Street, Lee's Summit, MO 64063; faxed to 816-969-1113; or e-mailed to ap@cityofls.net. Pre-billing will not be allowed without prior written acceptance by the City.

2.0 SPECIFIC REQUIREMENTS OF BID:**2.1 Renewal Option:**

- 2.1.1 The City reserves the right to re-new this contract for four (4) additional one-year renewal periods.
- 2.1.2 Adjustments in cost at the beginning of each renewal period must be agreed to by both parties. All requested increases must be accompanied by justification acceptable to the City to establish allowable renewal term pricing.
- 2.1.3 If the Contractor requests an increase in compensation for any renewal period, the Contractor shall notify the Procurement and Contract Services Manager no less than sixty (60) days prior to the end of the contract period and shall provide evidence to the satisfaction of the City of increased costs incurred by the Contractor for any element of the contract for which an increase is requested.
- 2.1.4 The Procurement Officer shall notify the Contractor in writing of the intent to exercise the renewal option. However, failure to notify the Contractor does not waive the City's right to exercise the renewal option.

2.2 Licenses and Permits: Successful bidder shall secure licenses imposed by law and ordinance and pay all charges and fees, which shall include a current City of Lee's Summit, MO, Business License. Before issuance of a contract to the successful bidder, proof of the licenses (ie xerographic copy of paid receipt or xerographic copy of the actual license) shall be provided to the Procurement and Contract Services Division to be kept in the bid file as part of the permanent record. Any building permits that would be required for new work shall be provided by the City at no cost to the bidder. It shall be the responsibility of the successful bidder to contact the Development Center, (816) 969-1220, for information to obtain business licenses. A business license is not required if the awarded bidders' place of business does not reside in the City of Lee's Summits' city limits and is only delivering products or equipment.

2.3 Insurance: The bidder must provide Certificate of Insurance in accordance with all requirements shown in the insurance requirements section of this document prior to award of contract-if applicable.

2.4 Prevailing Wages: Any work that changes or increases the size, type, or extent of a public works facility will require that all wages paid be in compliance with the Prevailing Wage Laws of the State of Missouri. Note: If questions arise whether the work is new installation or routine repair and maintenance, the City's legal counsels decision shall prevail. The City will accept one MDOLIR Affidavit Compliance with The Prevailing Wage Law at the end of each job classified as new installation/prevailing wage law applicable. According to the Prevailing Wage Law, the following definition shall apply to this contract: Construction: Includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair: Repairs done by overhaul or replacement of major constituent parts that have deteriorated are "major repairs."
What is the difference between major repair and maintenance? "Major repairs" are subject to the Prevailing Wage Law. Repairs done by overhaul or replacement of major constituent parts that have deteriorated are "major repairs." Any questions regarding major repairs should be addressed to the Division. If the size, type or extent of the existing facility is changed or increased, the work performed is subject to the Prevailing Wage Law. A maintenance project is **not** subject to the Prevailing Wage Law. Maintenance is recurrent, day-to-day, periodic or scheduled work unless it involves the overhaul or replacement of major constituent parts. If work involves the repair but not the major repair or replacement of existing facilities, and the size, type or extent of the existing facilities is not changed, it is maintenance.

Sections 2.5-2.7 are in accordance with RSMo 32.057.1.

2.5 Retainage: For any new work where the prevailing wage applies, the City will withhold 5% retainage until final completion and acceptance by the City of the project unless it has been determined that the project will be paid as a "lump sum" in which case the 5% retainage will be waived. If retainage is released and there are any remaining minor items to be completed, and amount equal to one hundred and fifty percent of the value of each item as determined by the City or the City's duly authorized representative shall be withheld until such item or items are completed. All other requirements shall be adhered to.

2.6 Value of Remaining Work: If the City or it's duly appointed representative(s) determines the work is not substantially completed and accepted, then the City or the City's representative shall provide a written explanation of why the work is not considered substantially completed and accepted within fourteen (14) calendar days to the contractor, who shall then provide such notice to the subcontractor or suppliers responsible for such work. If such written explanation is not given by the City, the City shall pay at least ninety-eight percent of the retainage within thirty calendar days. If at that time there are any remaining minor items to be completed, an amount equal to one hundred fifty percent of the value of each item as determined by the public owner's representative shall be withheld until such items are completed (RSMo 34.057.1).

2.7 Invoice-Payment Requirements: Contractor shall provide certified copies of payroll with each invoice for jobs classified as new construction or major repair. All invoices must state whether work being performed is major or new construction. No less than the



prevailing hourly rate of wages specified shall be paid to all workers employed by Contractor and any subcontractor under him. Contractor shall forfeit as a penalty to the City of Lee's Summit, Missouri, one hundred (\$100.00) dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the said rate for work done. Final payment is contingent upon receipt by the City of an executed affidavit, attached hereto, stating that the Contractor has fully complied with the prevailing wage law. No final payment can be made unless and until this affidavit is filed in proper form and order.

2.8 Response time criteria:

- 2.8.1 Under this contract, it is required that the Contractor be available for service seven (7) days a week, 24 hours a day.
- 2.8.2 Some work under this contract is of an emergency nature. Contractor shall provide a single twenty-four (24) hour telephone number to assure prompt response to calls from the City.
- 2.8.3 It shall be the City's responsibility, upon placing a call, to designate an emergency or non-emergency situation.
- 2.8.4 Contractor shall verbally confirm to the initial request for emergency service within one (1) hour of notification and shall have qualified staff on the job site within two (2) hours of the original notification.
- 2.8.5 In the event repairs cannot be completed with the initial response, every effort by the Contractor shall be made to provide limited repair to allow for effective functioning until complete restoration can be made.
- 2.8.6 Failure to meet the requirements may result in the City contacting another vendor and requesting the work be performed by them. In this circumstance, Contractor shall not be entitled to any payment or damages and shall pay the City for any additional costs incurred. Failure to respond or report to the job site within the agreement time frame, may be construed as a breach of this agreement, and at the City's discretion, this contract may be terminated upon written notice by the City.
- 2.8.7 Requests for non-emergency service shall have a response time within twenty-four (24) hours from notification. The City reserves the right to schedule times and dates for non-emergency service to be performed under this contract.

2.9 Post award information:

- 2.9.1 All work shall be performed and all complaints handled with due regard to the City public relations. Contractor shall utilize competent employees in performing the work. At the request of the City, Contractor shall replace any incompetent, unfaithful, abusive or disorderly person in his or her employ. The City and Contractor shall be promptly notified by the other of any complaints received.
- 2.9.2 Contractor shall be responsible for providing, maintaining and transporting all necessary and customary equipment, tools and fuel needed to fulfill the contract. In no event shall the City be responsible for any damages to any of the Contractor's equipment or clothing either, lost, damaged, destroyed or stolen.
- 2.9.3 Proper safety precautions shall be used at all times and shall remain the Contractor's responsibility. Contractor shall be equipped to meet all Occupational Safety and Health Administration (OSHA) criteria.
- 2.9.4 Contractor will be contacted for services as required by the applicable City Department Supervisor or their designee.
- 2.9.5 Contractor will provide the City with a signed copy of the Work Order Cost Estimate attached to the invoice which references the Purchase Order issued for Services rendered.

2.10 Invoices and payment:

- 2.10.1 The City reserves the right to request copies of supplier's invoices for materials.
- 2.10.2 Contractor shall submit, on a timely basis, an itemized detailed statement including the following information:
 - ✓ Name of City personnel authorizing the work
 - ✓ Name of the employees who performed the work
 - ✓ Hours and rates spent on each job for each given day
 - ✓ A list of all materials used for each job and the location
 - ✓ When parts were used for the job, the percentage of cost must also be shown on invoice
 - ✓ The purchase order number shall be designated on all invoices
 - ✓ Certified payroll
- 2.10.3 Contractor shall keep complete records of all the work performed under the contract. Work covered under this contract shall be invoiced separately from any other work. Requests for payment shall be submitted by job.
- 2.10.4 The City reserves the right to audit the successful bidder's financial records.

2.11 Compliance: The following items shall be provided by the successful bidder to the City of Lee's Summit Procurement and Contract Services Division:

- 2.11.1 To be provided with Bid submittal:
 - ✓ Bidder should complete the bid document in its entirety (bidders should keep a copy of bid submittal)
 - ✓ Executed Addendum(s)
- 2.11.2 To be provided prior to the issuance of a contract:
 - ✓ Business License

- ✓ Certificate of Insurance naming the City of Lee's Summit as additional insured under General Liability
 - ✓ W-9 (new vendor only).
 - ✓ Vendor Information Form (new vendor only)
 - ✓ Work Authorization Affidavit
 - ✓ E-Verify Signature Page
 - ✓ References and Experience
 - ✓ The ten (10) hour on site OSHA construction safety training requirements are applicable for work completed under this Contract. Certificate of Completion must be provided for all of those performing work on said project.
- NOTE: W-9 and Certificate of Insurance (COI) shall identify the SAME legal entity company name.

- 2.11.3 To be provided with Applications for Payment
- ✓ Pay Application
 - ✓ Certified Payroll Form
 - ✓ Certified Payroll Report
 - ✓ MoDOLIR-Compliance with Prevailing Wage Law Affidavit
 - ✓ Contractor's Certification and Affidavit

2.12 **No Financial Interest or Other Conflict:** By submission of its response, the bidder certifies that they are in compliance with items 2.12.1 through 2.13.4.

2.12.1 Elected/appointed officials/employees of the City of Lee's Summit or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

2.12.2 Contractor hereby covenants that at the time of solicitation submittal the Contractor has no other contractual relationships which would create any actual or perceived conflict of interest. Contractor further agrees that during the term of the contract neither the Contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

2.13 **Debarment and Suspension Status:**

2.13.1 Offeror is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is Offeror an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.

2.13.2 Offeror has not within a three year period preceding this invitation been convicted of or had a civil suit judgment rendered against Offeror for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public 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 statement, or receiving stolen property.

2.13.3 Offeror is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.

2.13.4 Offeror has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

2.14 All businesses doing business in the State of MO should be registered with the Missouri Secretary Of State. Upon MO registration, a charter number is issued and should be identified on the front cover page of this solicitation. If your business is exempt, the exemption number should be referenced in lieu of a charter number. This information should be completed at the time of bid submittal and shall be required prior to award. To register with the Missouri Secretary of State, please consult: <https://bsd.sos.mo.gov/BusinessEntity/BESearch.aspx?SearchType=0>

3.0 TECHNICAL SPECIFICATIONS:

3.1 **General Requirements:** Contract for services is being established to expedite current and future projects. Projects are initiated as opportunity for improvements or development arises. Available funding is the determining factor in utilizing contract services in lieu of staff.

3.2 Materials for Curbing:

3.2.1 **Concrete Mix:** Concrete shall conform to the requirements of the Kansas City Metro Materials Board (KCMMB). Concrete strength shall be a minimum of 4000 psi unless otherwise specified for a project. All additives and mixes shall be stated on each project quote request.

3.2.2 **Expansion Material:** Expansion material shall be placed in accordance with the Lee's Summit Design Guidelines.

3.2.3 **Reinforcing Steel:** Rods shall be #4 gauge steel and placed conforming to the Lee's Summit Design Guidelines.

3.2.4 **Curing Material:** Curing membrane shall be as specified in section 2208.2 Sub-Section F of the Division II Construction and Materials Specifications, Streets, Kansas City Metropolitan Chapter APWA when applicable.

3.2.5 Construction Details:

- ❖ Curb and Gutter, CG-1, and Residential Lazyback Curb, CG-2, shall be constructed in compliance with Lee's Summit Design Guidelines. Curb edging which shall be curvilinear 12" high and 6" wide with top edged and broom finished. All flat work shall be finished as specified for the project.
- ❖ All form work shall be approved by City Staff prior to placement of concrete.

3.2.6 **Rock:** Rock required for new work and its placement shall be the responsibility of the City or its contractors. Rock required for replacement work shall be the responsibility of the contractor.

3.2.7 **Joints:** The joints shall be formed at right angles to the alignment of the project unless otherwise specified in the project quote request or job specifications.

❖ Expansion Joint:

- **Material:** Expansion joints shall be formed by 3/4 inch thick joint filler.
- **Stability:** Expansion joints shall be secured in a manner so they will not be disturbed by depositing and consolidating of concrete.

❖ **Contraction Joints:** All work shall have contraction joints formed at intervals conforming to Lee's Summit Design Guidelines.

❖ **Method:** Contraction joints may be formed by either tooling or sawing.

- **Tooling:** Tooled contraction joints shall be constructed with 1/4 inch radius on all exposed edged.
- **Sawing:** Sawing of contraction joints will be permitted if done within 24 hours of the placing of concrete and completed with a clean non raveled edge.

3.2.8 **Concrete Work:** Concrete shall be placed in accordance with the requirements of Lee's Summit Design Guidelines and as specified in the project specifications. Expansion and contraction joints shall be constructed as indicated above. The contractor shall furnish all equipment, transportation of equipment, materials and labor to install and finish concrete and the expense for these items shall be included in the linear or square foot pricing requested. Any concrete work not included in the line item pricing but performed in conjunction with line item bid descriptions may be performed by submission of separate proposal. Proposal may be accepted or rejected and bid out by the City.

❖ **Site Preparation:** Site preparation for new work shall be the responsibility of the City or its contractor. Preparation for placement of concrete on replacement work shall be the responsibility of the contractor.

❖ **Concrete Placement:** Concrete shall be mechanically vibrated when specified by the project or in compliance with Lee's Summit Design Guidelines.

❖ **Finishing:** After placing and initial strike-off, the curbing shall be tooled to the required radius. If the surface of the concrete is sufficiently wet so that a ridge is formed at the inside of the radius tool, finishing will cease until the excessive moisture has evaporated. After initial set and tooling, a broom finish shall be applied to the top edge and radius edges. In all cases finished curb shall have a true surface, free from sags, twists, or warps, and shall have a uniform color and appearance. Flat work shall be finished according to project specifications and shall have a uniform color and appearance.

❖ **Curing:** As soon as practical after the concrete is finished, it shall be cured with one of the acceptable liquid curing membranes applied according to the manufacturer direction if specified for the project. If the front and or back forms are removed from finished curbing within a period of 72 hours of placement, these surfaces shall also be cured. Wet



burlap, cotton mat, waterproof paper, polyethylene sheeting or earth backfill is not an acceptable curing method for curbing.

- ❖ **Protection:** The contractor shall protect the concrete work against damage or defacement of any kind until it has been accepted by the City's designated project coordinator. Concrete which is damaged or defaced, shall be removed and replaced, or repaired to the satisfaction of the City's designated project coordinator.

3.2.9 **Method of Measurement:** Curb work performed, as set forth in these specifications, shall be measured by the linear foot of satisfactorily completed curb work as measured at the flow line. The square foot of satisfactorily completed work shall the measurement for flat work.

3.3 **ADA Ramps:** Replacement and new ADA Ramps will be constructed in accordance with the Americans with Disabilities Act and City of Lee's Summit Design and Construction Manual Details. Wheelchair ramp construction consists of placing or replacing ramps as shown on APWA detail sheet SW-1 (Ramp Types A, B, or C). Additional sidewalk panels may be replaced as directed by the City. Sidewalk panels that are replaced in excess of the standard wheelchair ramps will be measured as square feet of 4" flatwork replacement for payment purposes. Curbing shall be poured separate to the ramps with no monolithic pours permitted.

3.4 **Street Repairs:** 10" Concrete cap to meet the existing street surface on city streets. The concrete mix is to be WA610-1-4 with Missouri type D rock. Contractor shall work with Inspections for approval.

3.5 **Detectable Warnings:** Detectable warnings are required standardized surface features built in or applied to walking surfaces on sidewalks or ramps to warn visually impaired people of hazards on a circulation path. Those hazards include, but are not limited to interfaces between sidewalks and areas where moving vehicles may be present.

3.5.1 **Dimensions:** Detectable warnings shall consist of raised truncated domes with a 0.9 in (23 mm) nominal diameter, a nominal 0.2 in (5mm) height, and a nominal center to center spacing of 2.35 in (60 mm). They shall extend across the full walking surface of the walk or ramp, and shall be 2 feet (0.6 m) long in the direction of pedestrian travel.

3.5.2 **Contrast:** Detectable warnings shall contrast visually with adjoining surfaces, either light-on-dark or dark-on-light. The material used to provide contrast should contrast by at least 40%. Contrast in percent is determined by:

$$\text{Contrast} = [(B1-B2)/B1] \times 100$$

Where:

B1=light reflectance value (LRV) of the lighter area

B2=light reflectance value (LRV) of the darker area

Light Reflectance Value shall be determined by ASTM D2805 for painted surfaces or by visual comparison to paint chips with LRVs determined by ASTM D2805 for non-painted surfaces. Note that in any application both white and black are never absolute: thus B1 is always less than 100, and B2 is always greater than 0.

3.5.3 **Material:** The material used to provide contrast shall be an integral part of the walking surface. The material for detectable surface shall consist of:

- ❖ **Grouted-in-Place Clay Pavers**
 - Paving brick shall be 2 1/4" x 3 5/8" x 7 5/8" and shall meet the requirements of ASTM C902 for Class SX, Type 1 brick and ASTM C1272.
 - The bricks shall be placed in a Soldier Course pattern on type A and Type C ramps, or in the Herringbone or Soldier Course pattern on Type B ramps.
 - The bricks shall be saw cut only and any brick shall not be less than 25% of a full brick.
 - Type M mortar shall be used for the setting bed and grouted joints in accordance with ASTM C270, Table 1 (Masonry Cement Type only).
- ❖ **Cast-in-Place Tiles:** Acceptable products include Detectable Warning System's E-Z-Set Ceramic Composite Detectable Warning Panels, Armor Tile's Cast In Place System, ADA Solution's Composite Paver, CASTinTACT Detectable Warning Panel, or approved equal.
- ❖ Color for all surfaces options shall be 'brick red'. Surface applied retrofit tiles shall not be allowed. Any color variation to meet contrast requirements must be approved by City Engineer



4.0 PRICING: Contractor must provide for square foot, linear foot and/or square yard for materials, etc.

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE
SECTION 1: Concrete Curb Edging- New 12" H x 6" W				
4.1	Concrete Curb Edging- New 12" H x 6" W	1-100	L.F.	\$ 11.80
4.2	Concrete Curb Edging- New 12" H x 6" W	101-200	L.F.	\$ 11.80
4.3	Concrete Curb Edging- New 12" H x 6" W	201-500	L.F.	\$ 10.49
4.4	Concrete Curb Edging- New 12" H x 6" W	501-750	L.F.	\$ 9.88
4.5	Concrete Curb Edging- New 12" H x 6" W	751-1000	L.F.	\$ 9.61
4.6	Concrete Curb Edging- New 12" H x 6" W	1001-2000	L.F.	\$ 9.18
SECTION 2: Concrete Curb Edging- Replacement 12"Hx6"W				
4.7	Concrete Curb Edging- Replacement 12"Hx6"W	1-100	L.F.	\$ 21.17
4.8	Concrete Curb Edging- Replacement 12"Hx6"W	101-200	L.F.	\$ 18.39
4.9	Concrete Curb Edging- Replacement 12"Hx6"W	201-500	L.F.	\$ 15.97
4.10	Concrete Curb Edging- Replacement 12"Hx6"W	501-750	L.F.	\$ 15.41
4.11	Concrete Curb Edging- Replacement 12"Hx6"W	751-1000	L.F.	\$ 14.94
4.12	Concrete Curb Edging- Replacement 12"Hx6"W	1001-2000	L.F.	\$ 14.76
SECTION 3: Concrete Curb Edging- New 6"x12"wide				
4.13	Concrete Curb Edging- New 6"x12"wide	1-100	L.F.	\$ 10.31
4.14	Concrete Curb Edging- New 6"x12"wide	101-200	L.F.	\$ 9.88
4.15	Concrete Curb Edging- New 6"x12"wide	201-500	L.F.	\$ 9.31
4.16	Concrete Curb Edging- New 6"x12"wide	501-750	L.F.	\$ 9.13
4.17	Concrete Curb Edging- New 6"x12"wide	751-1000	L.F.	\$ 8.45
4.18	Concrete Curb Edging- New 6"x12"wide	1001-2000	L.F.	\$ 8.45
SECTION 4: Concrete Curb Edging- Replace 6"x12"wide				
4.19	Concrete Curb Edging- Replace 6"x12"wide	1-100	L.F.	\$ 20.47
4.20	Concrete Curb Edging- Replace 6"x12"wide	101-200	L.F.	\$ 19.37
4.21	Concrete Curb Edging- Replace 6"x12"wide	201-500	L.F.	\$ 18.32
4.22	Concrete Curb Edging- Replace 6"x12"wide	501-750	L.F.	\$ 18.13
4.23	Concrete Curb Edging- Replace 6"x12"wide	751-1000	L.F.	\$ 17.75
4.24	Concrete Curb Edging- Replace 6"x12"wide	1001-2000	L.F.	\$ 17.28
SECTION 5: CG-1 Curbing - New				
4.25	CG-1 Curbing - New	1-100	L.F.	\$ 24.43
4.26	CG-1 Curbing - New	101-200	L.F.	\$ 19.88
4.27	CG-1 Curbing - New	201-500	L.F.	\$ 17.18
4.28	CG-1 Curbing - New	501-750	L.F.	\$ 16.70
4.29	CG-1 Curbing - New	751-1000	L.F.	\$ 15.97
4.30	CG-1 Curbing - New	1001-2000	L.F.	\$ 14.33
SECTION 6: CG-1 Replacement				
4.31	CG-1 Replacement	1-100	L.F.	\$ 31.04
4.32	CG-1 Replacement	101-200	L.F.	\$ 29.47
4.33	CG-1 Replacement	201-500	L.F.	\$ 27.79
4.34	CG-1 Replacement	501-750	L.F.	\$ 24.68
4.35	CG-1 Replacement	751-1000	L.F.	\$ 23.82
4.36	CG-1 Replacement	1001-2000	L.F.	\$ 22.02
SECTION 7: CG-2 Curbing - New				
4.37	CG-2 Curbing - New	1-100	L.F.	\$ 24.30
4.38	CG-2 Curbing - New	101-200	L.F.	\$ 17.71
4.39	CG-2 Curbing - New	201-500	L.F.	\$ 17.14
4.40	CG-2 Curbing - New	501-750	L.F.	\$ 15.38
4.41	CG-2 Curbing - New	751-1000	L.F.	\$ 15.25
4.42	CG-2 Curbing - New	1001-2000	L.F.	\$ 14.81

SECTION 8: CG-2 Replacement					
4.43	CG-2 Replacement	1-100	L.F.	\$ 32.37	
4.44	CG-2 Replacement	101-200	L.F.	\$ 28.58	
4.45	CG-2 Replacement	201-500	L.F.	\$ 28.10	
4.46	CG-2 Replacement	501-750	L.F.	\$ 26.68	
4.47	CG-2 Replacement	751-1000	L.F.	\$ 24.87	
4.48	CG-2 Replacement	1001-2000	L.F.	\$ 21.98	
SECTION 9: Concrete Steps – New price based on square footage of stair tread					
4.49	Concrete Steps – New price - sq ft of stair tread	1-200	Tread Ft.	\$ 66.92	
4.50	Concrete Steps – New price - sq ft of stair tread	201-1000	Tread Ft.	\$ 64.64	
4.51	Concrete Steps – New price - sq ft of stair tread	1001-4,000	Tread Ft.	\$ 58.10	
4.52	Concrete Steps – New price - sq ft of stair tread	4,001-6,000	Tread Ft.	\$ 53.35	
4.53	Concrete Steps – New price - sq ft of stair tread	6,001-8,000	Tread Ft.	\$ 52.30	
4.54	Concrete Steps – New price - sq ft of stair tread	8,001-10,000	Tread Ft.	\$ 51.26	
4.55	Concrete Steps – New price - sq ft of stair tread	10,000 & up	Tread Ft.	\$ 48.60	
SECTION 10: Concrete Steps – Replacement price based on square footage of stair tread					
4.56	Concrete Steps – Replace price - sq ft of stair tread	1-200	Tread Ft.	\$ 70.44	
4.57	Concrete Steps – Replace price - sq ft of stair tread	201-1000	Tread Ft.	\$ 68.43	
4.58	Concrete Steps – Replace price - sq ft of stair tread	1001-4,000	Tread Ft.	\$ 64.79	
4.59	Concrete Steps – Replace price - sq ft of stair tread	4,001-6,000	Tread Ft.	\$ 62.65	
4.60	Concrete Steps – Replace price - sq ft of stair tread	6,001-8,000	Tread Ft.	\$ 60.84	
4.61	Concrete Steps – Replace price - sq ft of stair tread	8,001-10,000	Tread Ft.	\$ 55.25	
4.62	Concrete Steps – Replace price - sq ft of stair tread	10,000 & up	Tread Ft.	\$ 48.79	
SECTION 11: Concrete Flat Work-New-Broom Finish-Pour finish and saw cut only (forming, reinforcement placement, concrete and all other related materials will be furnished by the City)					
4.63	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	1-200	Sq.Ft.	\$ 5.79	
4.64	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	201-1000	Sq.Ft.	\$ 5.56	
4.65	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	1001-4,000	Sq.Ft.	\$ 3.90	
4.66	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	4,001-6,000	Sq.Ft.	\$ 2.47	
4.67	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	6,001-8,000	Sq.Ft.	\$ 2.09	
4.68	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	8,001-10,000	Sq.Ft.	\$ 2.04	
4.69	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	10,000 & up	Sq.Ft.	\$ 2.00	
SECTION 12: Concrete Flat Work-New-Trowel Finish-Pour finish and saw cut only (forming, reinforcement placement, concrete and all other related materials will be furnished by the City)					
4.70	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	1-200	Sq.Ft.	\$ 6.27	
4.71	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	201-1000	Sq.Ft.	\$ 5.80	
4.72	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	1001-4,000	Sq.Ft.	\$ 3.44	
4.73	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	4,001-6,000	Sq.Ft.	\$ 2.00	
4.74	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	6,001-8,000	Sq.Ft.	\$ 1.72	
4.75	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	8,001-10,000	Sq.Ft.	\$ 1.67	
4.76	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	10,000 & up	Sq.Ft.	\$ 1.34	
SECTION 13: Ramps					
4.77	ADA Ramp – New (concrete portion only)	Each	Sq.Ft.	\$ 9.31	
4.78	ADA Ramp – Replacement (concrete portion only)	Each	Sq.Ft.	\$ 11.25	
4.79	ADA Detectable Surface – Cast In Place Panels	Each	Sq.Ft.	\$ 39.33	
4.80	ADA Detectable Surface – Grouted In Place Bricks	Each	Sq.Ft.	\$ 46.60	
SECTION 14: Concrete Flat Work-New- broom finish					
			4" Thick	6" Thick	
4.81	Concrete Flat Work-New- broom finish	1-200	Sq.Ft.	\$ 8.74	\$ 9.72
4.82	Concrete Flat Work-New- broom finish	201-1000	Sq.Ft.	\$ 6.19	\$ 6.74
4.83	Concrete Flat Work-New- broom finish	1001-4,000	Sq.Ft.	\$ 4.45	\$ 4.67
4.84	Concrete Flat Work-New- broom finish	4,001-6,000	Sq.Ft.	\$ 4.45	\$ 4.67
4.85	Concrete Flat Work-New- broom finish	6,001-8,000	Sq.Ft.	\$ 4.27	\$ 4.48
4.86	Concrete Flat Work-New- broom finish	8,001-10,000	Sq.Ft.	\$ 4.17	\$ 4.30
4.87	Concrete Flat Work-New- broom finish	10,000 & up	Sq.Ft.	\$ 3.72	\$ 3.80

SECTION 15: Concrete Flat Work-Replacement- broom finish				4" Thick	6" Thick
4.88	Concrete Flat Work-Replacement- broom	1-200	Sq.Ft.	\$ 8.57	\$ 8.75
4.89	Concrete Flat Work-Replacement- broom	201-1000	Sq.Ft.	\$ 8.46	\$ 8.54
4.90	Concrete Flat Work-Replacement- broom	1001-4,000	Sq.Ft.	\$ 8.07	\$ 8.07
4.91	Concrete Flat Work-Replacement- broom	4,001-6,000	Sq.Ft.	\$ 6.93	\$ 7.13
4.92	Concrete Flat Work-Replacement- broom	6,001-8,000	Sq.Ft.	\$ 6.46	\$ 6.74
4.93	Concrete Flat Work-Replacement- broom	8,001-10,000	Sq.Ft.	\$ 5.89	\$ 6.65
4.94	Concrete Flat Work-Replacement- broom	10,000 & up	Sq.Ft.	\$ 5.23	\$ 5.61
SECTION 16: Concrete Flat Work-New- Trowel Finish				4" Thick	6" Thick
4.95	Concrete Flat Work-New- Trowel Finish	1-200	Sq.Ft.	\$ 8.74	\$ 8.93
4.96	Concrete Flat Work-New- Trowel Finish	201-1000	Sq.Ft.	\$ 7.14	\$ 7.51
4.97	Concrete Flat Work-New- Trowel Finish	1001-4,000	Sq.Ft.	\$ 4.66	\$ 5.14
4.98	Concrete Flat Work-New- Trowel Finish	4,001-6,000	Sq.Ft.	\$ 4.19	\$ 4.66
4.99	Concrete Flat Work-New- Trowel Finish	6,001-8,000	Sq.Ft.	\$ 3.80	\$ 4.28
4.100	Concrete Flat Work-New- Trowel Finish	8,001-10,000	Sq.Ft.	\$ 3.78	\$ 4.20
4.101	Concrete Flat Work-New- Trowel Finish	10,000 & up	Sq.Ft.	\$ 3.61	\$ 4.00
SECTION 17: Concrete Flat Work-Replacement-Trowel Finish				4" Thick	6" Thick
4.102	Concrete Flat Work-Replacement-Trowel Finish	1-200	Sq.Ft.	\$ 10.39	\$ 10.83
4.103	Concrete Flat Work-Replacement-Trowel Finish	201-1000	Sq.Ft.	\$ 10.06	\$ 10.54
4.104	Concrete Flat Work-Replacement-Trowel Finish	1001-4,000	Sq.Ft.	\$ 7.21	\$ 7.51
4.105	Concrete Flat Work-Replacement-Trowel Finish	4,001-6,000	Sq.Ft.	\$ 6.83	\$ 6.84
4.106	Concrete Flat Work-Replacement-Trowel Finish	6,001-8,000	Sq.Ft.	\$ 4.85	\$ 5.05
4.107	Concrete Flat Work-Replacement-Trowel Finish	8,001-10,000	Sq.Ft.	\$ 4.80	\$ 4.99
4.108	Concrete Flat Work-Replacement-Trowel Finish	10,000 & up	Sq.Ft.	\$ 4.66	\$ 4.85
SECTION 18: Concrete Street Repairs					
4.109	10" Thick Concrete Patch	0 - 20	Sq.Ft.	\$ 15.37	\$ 15.37
4.110	10" Thick Concrete Patch	21 - 70	Sq.Ft.	\$ 14.43	\$ 14.43
4.111	10" Thick Concrete Patch	71 - 260	Sq.Ft.	\$ 13.34	\$ 13.34
4.112	10" Thick Concrete Patch	> 260	Sq.Ft.	\$ 11.65	\$ 11.65
SECTION 19: Concrete Flat Work-New Broom/Pour Finish				8" Saw Cut	10" Saw Cut
4.113	Concrete Flat Work-New- broom finish	1-200	Sq.Ft.	\$ 10.50	\$ 10.48
4.114	Concrete Flat Work-New- broom finish	201-1000	Sq.Ft.	\$ 7.53	\$ 7.83
4.115	Concrete Flat Work-New- broom finish	1001-4,000	Sq.Ft.	\$ 5.53	\$ 5.87
4.116	Concrete Flat Work-New- broom finish	4,001-6,000	Sq.Ft.	\$ 5.53	\$ 5.87
4.117	Concrete Flat Work-New- broom finish	6,001-8,000	Sq.Ft.	\$ 5.40	\$ 5.84
4.118	Concrete Flat Work-New- broom finish	8,001-10,000	Sq.Ft.	\$ 5.25	\$ 5.61
4.119	Concrete Flat Work-New- broom finish	10,000 & up	Sq.Ft.	\$ 5.21	\$ 5.56
SECTION 20: Concrete Flat Work-Replacement- Broom/Pour Finish				8" Saw Cut	10" Saw Cut
4.120	Concrete Flat Work-Replacement- broom	1-200	Sq.Ft.	\$ 10.05	\$ 10.50
4.121	Concrete Flat Work-Replacement- broom	201-1000	Sq.Ft.	\$ 9.60	\$ 10.05
4.122	Concrete Flat Work-Replacement- broom	1001-4,000	Sq.Ft.	\$ 8.98	\$ 9.53
4.123	Concrete Flat Work-Replacement- broom	4,001-6,000	Sq.Ft.	\$ 8.11	\$ 8.57
4.124	Concrete Flat Work-Replacement- broom	6,001-8,000	Sq.Ft.	\$ 7.36	\$ 7.89
4.125	Concrete Flat Work-Replacement- broom	8,001-10,000	Sq.Ft.	\$ 6.74	\$ 7.45
4.126	Concrete Flat Work-Replacement- broom	10,000 & up	Sq.Ft.	\$ 6.29	\$ 7.28
SECTION 21: Concrete Flat Work-New- Trowel/Pour Finish				8" Saw Cut	10" Saw Cut
4.127	Concrete Flat Work-New- Trowel Finish	1-200	Sq.Ft.	\$ 10.62	\$ 10.77
4.128	Concrete Flat Work-New- Trowel Finish	201-1000	Sq.Ft.	\$ 8.06	\$ 8.36
4.129	Concrete Flat Work-New- Trowel Finish	1001-4,000	Sq.Ft.	\$ 6.12	\$ 6.46
4.130	Concrete Flat Work-New- Trowel Finish	4,001-6,000	Sq.Ft.	\$ 6.12	\$ 6.46
4.131	Concrete Flat Work-New- Trowel Finish	6,001-8,000	Sq.Ft.	\$ 5.62	\$ 5.97
4.132	Concrete Flat Work-New- Trowel Finish	8,001-10,000	Sq.Ft.	\$ 5.37	\$ 5.72
4.133	Concrete Flat Work-New- Trowel Finish	10,000 & up	Sq.Ft.	\$ 5.31	\$ 5.66

SECTION 22: Concrete Flat Work-Replacement-Trowel Finish				8" Saw Cut	10" Saw Cut
4.134	Concrete Flat Work-Replacement-Trowel Finish	1-200	Sq.Ft.	\$ <u>10.23</u>	\$ <u>10.62</u>
4.135	Concrete Flat Work-Replacement-Trowel Finish	201-1000	Sq.Ft.	\$ <u>9.80</u>	\$ <u>10.05</u>
4.136	Concrete Flat Work-Replacement-Trowel Finish	1001-4,000	Sq.Ft.	\$ <u>9.09</u>	\$ <u>9.60</u>
4.137	Concrete Flat Work-Replacement-Trowel Finish	4,001-6,000	Sq.Ft.	\$ <u>8.93</u>	\$ <u>8.99</u>
4.138	Concrete Flat Work-Replacement-Trowel Finish	6,001-8,000	Sq.Ft.	\$ <u>8.78</u>	\$ <u>8.81</u>
4.139	Concrete Flat Work-Replacement-Trowel Finish	8,001-10,000	Sq.Ft.	\$ <u>8.06</u>	\$ <u>8.37</u>
4.140	Concrete Flat Work-Replacement-Trowel Finish	10,000 & up	Sq.Ft.	\$ <u>7.21</u>	\$ <u>8.11</u>
SECTION 23: Dowel Bars					
4.141	Dowel Bars Installed	5/8"	each	\$ <u>2.81</u>	\$ <u>2.81</u>
SECTION 24: 4" Compacted Aggregate Base					
4.142	4" Compacted Aggregate Base	1-200	Sq.Ft.	\$ <u>1.03</u>	\$ <u>1.03</u>
4.143	4" Compacted Aggregate Base	201-1000	Sq.Ft.	\$ <u>0.87</u>	\$ <u>0.87</u>
4.144	4" Compacted Aggregate Base	1001-4,000	Sq.Ft.	\$ <u>0.67</u>	\$ <u>0.67</u>
4.145	4" Compacted Aggregate Base	4,001-6,000	Sq.Ft.	\$ <u>0.54</u>	\$ <u>0.54</u>
4.146	4" Compacted Aggregate Base	6,001-8,000	Sq.Ft.	\$ <u>0.47</u>	\$ <u>0.47</u>
4.147	4" Compacted Aggregate Base	8,001-10,000	Sq.Ft.	\$ <u>0.46</u>	\$ <u>0.46</u>
4.148	4" Compacted Aggregate Base	10,000 & up	Sq.Ft.	\$ <u>0.38</u>	\$ <u>0.38</u>
SECTION 25: Pavestone Concrete Pavers over Sand Base				Installation	Replacement
4.149	Pavestone Concrete Pavers over Sand Base	1-100	Sq.Ft.	\$ <u>21.91</u>	\$ <u>21.00</u>
4.150	Pavestone Concrete Pavers over Sand Base	101-200	Sq.Ft.	\$ <u>20.00</u>	\$ <u>19.10</u>
4.151	Pavestone Concrete Pavers over Sand Base	201-500	Sq.Ft.	\$ <u>17.79</u>	\$ <u>16.88</u>
4.152	Pavestone Concrete Pavers over Sand Base	501-750	Sq.Ft.	\$ <u>16.77</u>	\$ <u>15.86</u>
4.153	Pavestone Concrete Pavers over Sand Base	751-1,000	Sq.Ft.	\$ <u>13.81</u>	\$ <u>12.90</u>
4.154	Pavestone Concrete Pavers over Sand Base	1,001-2,500	Sq.Ft.	\$ <u>12.36</u>	\$ <u>11.45</u>
4.155	Pavestone Concrete Pavers over Sand Base	2,501-4,000	Sq.Ft.	\$ <u>12.20</u>	\$ <u>11.29</u>
SECTION 26: Pavestone Concrete Pavers over Concrete Base				Installation	Replacement
4.156	Pavestone Concrete Pavers over Concrete Base	1-100	Sq.Ft.	\$ <u>30.05</u>	\$ <u>29.15</u>
4.157	Pavestone Concrete Pavers over Concrete Base	101-200	Sq.Ft.	\$ <u>27.25</u>	\$ <u>26.34</u>
4.158	Pavestone Concrete Pavers over Concrete Base	201-500	Sq.Ft.	\$ <u>21.41</u>	\$ <u>20.50</u>
4.159	Pavestone Concrete Pavers over Concrete Base	501-750	Sq.Ft.	\$ <u>20.39</u>	\$ <u>19.48</u>
4.160	Pavestone Concrete Pavers over Concrete Base	751-1,000	Sq.Ft.	\$ <u>19.24</u>	\$ <u>18.33</u>
4.161	Pavestone Concrete Pavers over Concrete Base	1,001-2,500	Sq.Ft.	\$ <u>16.88</u>	\$ <u>15.98</u>
4.162	Pavestone Concrete Pavers over Concrete Base	2,501-4,000	Sq.Ft.	\$ <u>15.82</u>	\$ <u>14.91</u>
SECTION 27: Brick Pavers over Sand Base				Installation	Replacement
4.163	Brick Pavers over Sand Base	1-100	Sq.Ft.	\$ <u>21.91</u>	\$ <u>21.00</u>
4.164	Brick Pavers over Sand Base	101-200	Sq.Ft.	\$ <u>20.00</u>	\$ <u>19.10</u>
4.165	Brick Pavers over Sand Base	201-500	Sq.Ft.	\$ <u>19.60</u>	\$ <u>18.69</u>
4.166	Brick Pavers over Sand Base	501-750	Sq.Ft.	\$ <u>18.58</u>	\$ <u>17.67</u>
4.167	Brick Pavers over Sand Base	751-1,000	Sq.Ft.	\$ <u>15.62</u>	\$ <u>14.71</u>
4.168	Brick Pavers over Sand Base	1,001-2,500	Sq.Ft.	\$ <u>14.17</u>	\$ <u>13.26</u>
4.169	Brick Pavers over Sand Base	2,501-4,000	Sq.Ft.	\$ <u>14.00</u>	\$ <u>13.10</u>
SECTION 28: Brick Pavers over Concrete Base				Installation	Replacement
4.170	Brick Pavers over Concrete Base	1-100	Sq.Ft.	\$ <u>31.86</u>	\$ <u>30.96</u>
4.171	Brick Pavers over Concrete Base	101-200	Sq.Ft.	\$ <u>29.06</u>	\$ <u>28.15</u>
4.172	Brick Pavers over Concrete Base	201-500	Sq.Ft.	\$ <u>23.22</u>	\$ <u>23.22</u>
4.173	Brick Pavers over Concrete Base	501-750	Sq.Ft.	\$ <u>23.10</u>	\$ <u>21.20</u>
4.174	Brick Pavers over Concrete Base	751-1,000	Sq.Ft.	\$ <u>21.05</u>	\$ <u>21.05</u>
4.175	Brick Pavers over Concrete Base	1,001-2,500	Sq.Ft.	\$ <u>18.69</u>	\$ <u>17.79</u>
4.176	Brick Pavers over Concrete Base	2,501-4,000	Sq.Ft.	\$ <u>17.63</u>	\$ <u>16.72</u>

NON PREVAILING WAGE

SECTION 29: 4" Brick Red Stamped Concrete Flatwork					
4.177	4" Brick Red Stamped Concrete	1-200	Sq.Ft.	\$ <u>10.38</u>	\$ <u>10.38</u>
4.178	4" Brick Red Stamped Concrete	201-1000	Sq.Ft.	\$ <u>7.91</u>	\$ <u>7.91</u>
4.179	4" Brick Red Stamped Concrete	1001-4,000	Sq.Ft.	\$ <u>5.91</u>	\$ <u>5.91</u>
4.180	4" Brick Red Stamped Concrete	4,001-6,000	Sq.Ft.	\$ <u>4.85</u>	\$ <u>4.85</u>
4.181	4" Brick Red Stamped Concrete	6,001-8,000	Sq.Ft.	\$ <u>4.47</u>	\$ <u>4.47</u>
4.182	4" Brick Red Stamped Concrete	8,001-10,000	Sq.Ft.	\$ <u>4.27</u>	\$ <u>4.27</u>
4.183	4" Brick Red Stamped Concrete	10,000 & up	Sq.Ft.	\$ <u>4.27</u>	\$ <u>4.27</u>
Hours of Service and Contact Information					
State hours normal service is available				7 a.m. to 5 p.m., 5 days per wk	
Emergency service available				24 HOURS PER DAY — a.m. to — p.m., 7 days per wk	
Name of person to call for service				Ed Lipowicz IV	
Telephone of person to call for service				913-208-8233 cell	
City standard payment terms are Net 30 after receipt of invoice and certified payroll.					
Is the pricing provided above tax exempt per the City of Lee's Summit's State of Missouri tax exempt status as stated under section 1.0 Instructions to Bidders, paragraph 1.10?					Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
If you answered "No" to the question posed in section 4.1, does the pricing provided above include any and all applicable taxes as stated under section 1.0 Instructions to Bidders, paragraph 1.10?					Yes <input type="checkbox"/> No <input type="checkbox"/>

4.0 PRICING: Contractor must provide for square foot, linear foot and/or square yard for materials, etc.

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE
SECTION 1: Concrete Curb Edging- New 12" H x 6" W				
4.1	Concrete Curb Edging- New 12" H x 6" W	1-100	L.F.	\$ 13.03
4.2	Concrete Curb Edging- New 12" H x 6" W	101-200	L.F.	\$ 13.03
4.3	Concrete Curb Edging- New 12" H x 6" W	201-500	L.F.	\$ 11.59
4.4	Concrete Curb Edging- New 12" H x 6" W	501-750	L.F.	\$ 10.91
4.5	Concrete Curb Edging- New 12" H x 6" W	751-1000	L.F.	\$ 10.61
4.6	Concrete Curb Edging- New 12" H x 6" W	1001-2000	L.F.	\$ 10.14
SECTION 2: Concrete Curb Edging- Replacement 12"Hx6"W				
4.7	Concrete Curb Edging- Replacement 12"Hx6"W	1-100	L.F.	\$ 23.39
4.8	Concrete Curb Edging- Replacement 12"Hx6"W	101-200	L.F.	\$ 20.32
4.9	Concrete Curb Edging- Replacement 12"Hx6"W	201-500	L.F.	\$ 17.64
4.10	Concrete Curb Edging- Replacement 12"Hx6"W	501-750	L.F.	\$ 17.02
4.11	Concrete Curb Edging- Replacement 12"Hx6"W	751-1000	L.F.	\$ 16.50
4.12	Concrete Curb Edging- Replacement 12"Hx6"W	1001-2000	L.F.	\$ 16.30
SECTION 3: Concrete Curb Edging- New 6"x12"wide				
4.13	Concrete Curb Edging- New 6"x12"wide	1-100	L.F.	\$ 11.39
4.14	Concrete Curb Edging- New 6"x12"wide	101-200	L.F.	\$ 10.91
4.15	Concrete Curb Edging- New 6"x12"wide	201-500	L.F.	\$ 10.28
4.16	Concrete Curb Edging- New 6"x12"wide	501-750	L.F.	\$ 10.08
4.17	Concrete Curb Edging- New 6"x12"wide	751-1000	L.F.	\$ 9.77
4.18	Concrete Curb Edging- New 6"x12"wide	1001-2000	L.F.	\$ 9.77
SECTION 4: Concrete Curb Edging- Replace 6"x12"wide				
4.19	Concrete Curb Edging- Replace 6"x12"wide	1-100	L.F.	\$ 22.61
4.20	Concrete Curb Edging- Replace 6"x12"wide	101-200	L.F.	\$ 21.40
4.21	Concrete Curb Edging- Replace 6"x12"wide	201-500	L.F.	\$ 20.24
4.22	Concrete Curb Edging- Replace 6"x12"wide	501-750	L.F.	\$ 20.03
4.23	Concrete Curb Edging- Replace 6"x12"wide	751-1000	L.F.	\$ 19.61
4.24	Concrete Curb Edging- Replace 6"x12"wide	1001-2000	L.F.	\$ 19.09
SECTION 5: CG-1 Curbing - New				
4.25	CG-1 Curbing - New	1-100	L.F.	\$ 26.99
4.26	CG-1 Curbing - New	101-200	L.F.	\$ 21.96
4.27	CG-1 Curbing - New	201-500	L.F.	\$ 18.98
4.28	CG-1 Curbing - New	501-750	L.F.	\$ 18.45
4.29	CG-1 Curbing - New	751-1000	L.F.	\$ 17.64
4.30	CG-1 Curbing - New	1001-2000	L.F.	\$ 15.83
SECTION 6: CG-1 Replacement				
4.31	CG-1 Replacement	1-100	L.F.	\$ 34.29
4.32	CG-1 Replacement	101-200	L.F.	\$ 32.56
4.33	CG-1 Replacement	201-500	L.F.	\$ 30.70
4.34	CG-1 Replacement	501-750	L.F.	\$ 27.27
4.35	CG-1 Replacement	751-1000	L.F.	\$ 26.32
4.36	CG-1 Replacement	1001-2000	L.F.	\$ 24.33
SECTION 7: CG-2 Curbing - New				
4.37	CG-2 Curbing - New	1-100	L.F.	\$ 26.85
4.38	CG-2 Curbing - New	101-200	L.F.	\$ 19.56
4.39	CG-2 Curbing - New	201-500	L.F.	\$ 18.93
4.40	CG-2 Curbing - New	501-750	L.F.	\$ 16.99
4.41	CG-2 Curbing - New	751-1000	L.F.	\$ 16.84
4.42	CG-2 Curbing - New	1001-2000	L.F.	\$ 16.36



SECTION 8: CG-2 Replacement					
4.43	CG-2 Replacement	1-100	L.F.	\$ 35.76	
4.44	CG-2 Replacement	101-200	L.F.	\$ 31.57	
4.45	CG-2 Replacement	201-500	L.F.	\$ 31.04	
4.46	CG-2 Replacement	501-750	L.F.	\$ 29.47	
4.47	CG-2 Replacement	751-1000	L.F.	\$ 27.48	
4.48	CG-2 Replacement	1001-2000	L.F.	\$ 24.28	
SECTION 9: Concrete Steps – New price based on square footage of stair tread					
4.49	Concrete Steps – New price - sq ft of stair tread	1-200	Tread Ft.	\$ 73.94	
4.50	Concrete Steps – New price - sq ft of stair tread	201-1000	Tread Ft.	\$ 71.42	
4.51	Concrete Steps – New price - sq ft of stair tread	1001-4,000	Tread Ft.	\$ 64.19	
4.52	Concrete Steps – New price - sq ft of stair tread	4,001-6,000	Tread Ft.	\$ 58.94	
4.53	Concrete Steps – New price - sq ft of stair tread	6,001-8,000	Tread Ft.	\$ 57.79	
4.54	Concrete Steps – New price - sq ft of stair tread	8,001-10,000	Tread Ft.	\$ 56.64	
4.55	Concrete Steps – New price - sq ft of stair tread	10,000 & up	Tread Ft.	\$ 53.70	
SECTION 10: Concrete Steps – Replacement price based on square footage of stair tread					
4.56	Concrete Steps – Replace price - sq ft of stair tread	1-200	Tread Ft.	\$ 77.83	
4.57	Concrete Steps – Replace price - sq ft of stair tread	201-1000	Tread Ft.	\$ 75.61	
4.58	Concrete Steps – Replace price - sq ft of stair tread	1001-4,000	Tread Ft.	\$ 71.59	
4.59	Concrete Steps – Replace price - sq ft of stair tread	4,001-6,000	Tread Ft.	\$ 69.22	
4.60	Concrete Steps – Replace price - sq ft of stair tread	6,001-8,000	Tread Ft.	\$ 67.22	
4.61	Concrete Steps – Replace price - sq ft of stair tread	8,001-10,000	Tread Ft.	\$ 61.04	
4.62	Concrete Steps – Replace price - sq ft of stair tread	10,000 & up	Tread Ft.	\$ 53.91	
SECTION 11: Concrete Flat Work-New-Broom Finish-Pour finish and saw cut only (forming, reinforcement placement, concrete and all other related materials will be furnished by the City)					
4.63	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	1-200	Sq.Ft.	\$ 6.39	
4.64	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	201-1000	Sq.Ft.	\$ 6.14	
4.65	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	1001-4,000	Sq.Ft.	\$ 4.30	
4.66	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	4,001-6,000	Sq.Ft.	\$ 2.72	
4.67	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	6,001-8,000	Sq.Ft.	\$ 2.31	
4.68	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	8,001-10,000	Sq.Ft.	\$ 2.25	
4.69	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	10,000 & up	Sq.Ft.	\$ 2.20	
SECTION 12: Concrete Flat Work-New-Trowel Finish-Pour finish and saw cut only (forming, reinforcement placement, concrete and all other related materials will be furnished by the City)					
4.70	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	1-200	Sq.Ft.	\$ 6.92	
4.71	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	201-1000	Sq.Ft.	\$ 6.40	
4.72	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	1001-4,000	Sq.Ft.	\$ 3.80	
4.73	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	4,001-6,000	Sq.Ft.	\$ 2.20	
4.74	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	6,001-8,000	Sq.Ft.	\$ 1.89	
4.75	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	8,001-10,000	Sq.Ft.	\$ 1.84	
4.76	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	10,000 & up	Sq.Ft.	\$ 1.47	
SECTION 13: Ramps					
4.77	ADA Ramp – New (concrete portion only)	Each	Sq.Ft.	\$ 10.28	
4.78	ADA Ramp – Replacement (concrete portion only)	Each	Sq.Ft.	\$ 12.43	
4.79	ADA Detectable Surface – Cast In Place Panels	Each	Sq.Ft.	\$ 43.45	
4.80	ADA Detectable Surface – Grouted In Place Bricks	Each	Sq.Ft.	\$ 51.49	
SECTION 14: Concrete Flat Work-New- broom finish					
			4" Thick	6" Thick	
4.81	Concrete Flat Work-New- broom finish	1-200	Sq.Ft.	\$ 9.65	\$ 10.73
4.82	Concrete Flat Work-New- broom finish	201-1000	Sq.Ft.	\$ 6.83	\$ 7.44
4.83	Concrete Flat Work-New- broom finish	1001-4,000	Sq.Ft.	\$ 4.91	\$ 5.15
4.84	Concrete Flat Work-New- broom finish	4,001-6,000	Sq.Ft.	\$ 4.91	\$ 5.15
4.85	Concrete Flat Work-New- broom finish	6,001-8,000	Sq.Ft.	\$ 4.71	\$ 4.95
4.86	Concrete Flat Work-New- broom finish	8,001-10,000	Sq.Ft.	\$ 4.60	\$ 4.75
4.87	Concrete Flat Work-New- broom finish	10,000 & up	Sq.Ft.	\$ 4.10	\$ 4.20

SECTION 15: Concrete Flat Work-Replacement- broom finish				4" Thick	6" Thick
4.88	Concrete Flat Work-Replacement- broom	1-200	Sq.Ft.	\$ 9.46	\$ 9.66
4.89	Concrete Flat Work-Replacement- broom	201-1000	Sq.Ft.	\$ 9.34	\$ 9.43
4.90	Concrete Flat Work-Replacement- broom	1001-4,000	Sq.Ft.	\$ 8.91	\$ 8.91
4.91	Concrete Flat Work-Replacement- broom	4,001-6,000	Sq.Ft.	\$ 7.65	\$ 7.87
4.92	Concrete Flat Work-Replacement- broom	6,001-8,000	Sq.Ft.	\$ 7.13	\$ 7.44
4.93	Concrete Flat Work-Replacement- broom	8,001-10,000	Sq.Ft.	\$ 6.50	\$ 7.34
4.94	Concrete Flat Work-Replacement- broom	10,000 & up	Sq.Ft.	\$ 5.77	\$ 6.19
SECTION 16: Concrete Flat Work-New- Trowel Finish				4" Thick	6" Thick
4.95	Concrete Flat Work-New- Trowel Finish	1-200	Sq.Ft.	\$ 9.65	\$ 9.86
4.96	Concrete Flat Work-New- Trowel Finish	201-1000	Sq.Ft.	\$ 7.88	\$ 8.29
4.97	Concrete Flat Work-New- Trowel Finish	1001-4,000	Sq.Ft.	\$ 5.14	\$ 5.67
4.98	Concrete Flat Work-New- Trowel Finish	4,001-6,000	Sq.Ft.	\$ 4.62	\$ 5.14
4.99	Concrete Flat Work-New- Trowel Finish	6,001-8,000	Sq.Ft.	\$ 4.19	\$ 4.72
4.100	Concrete Flat Work-New- Trowel Finish	8,001-10,000	Sq.Ft.	\$ 4.17	\$ 4.63
4.101	Concrete Flat Work-New- Trowel Finish	10,000 & up	Sq.Ft.	\$ 3.98	\$ 4.42
SECTION 17: Concrete Flat Work-Replacement-Trowel Finish				4" Thick	6" Thick
4.102	Concrete Flat Work-Replacement-Trowel Finish	1-200	Sq.Ft.	\$ 11.48	\$ 11.96
4.103	Concrete Flat Work-Replacement-Trowel Finish	201-1000	Sq.Ft.	\$ 11.11	\$ 11.64
4.104	Concrete Flat Work-Replacement-Trowel Finish	1001-4,000	Sq.Ft.	\$ 7.96	\$ 8.29
4.105	Concrete Flat Work-Replacement-Trowel Finish	4,001-6,000	Sq.Ft.	\$ 7.54	\$ 7.55
4.106	Concrete Flat Work-Replacement-Trowel Finish	6,001-8,000	Sq.Ft.	\$ 5.35	\$ 5.57
4.107	Concrete Flat Work-Replacement-Trowel Finish	8,001-10,000	Sq.Ft.	\$ 5.30	\$ 5.51
4.108	Concrete Flat Work-Replacement-Trowel Finish	10,000 & up	Sq.Ft.	\$ 5.14	\$ 5.35
SECTION 18: Concrete Street Repairs					
4.109	10" Thick Concrete Patch	0 - 20	Sq.Ft.	\$ 16.98	\$ 16.98
4.110	10" Thick Concrete Patch	21 - 70	Sq.Ft.	\$ 15.94	\$ 15.94
4.111	10" Thick Concrete Patch	71 - 260	Sq.Ft.	\$ 14.74	\$ 14.74
4.112	10" Thick Concrete Patch	>260	Sq.Ft.	\$ 12.87	\$ 12.87
SECTION 19: Concrete Flat Work-New Broom/Pour Finish				8" Saw Cut	10" Saw Cut
4.113	Concrete Flat Work-New- broom finish	1-200	Sq.Ft.	\$ 11.60	\$ 11.57
4.114	Concrete Flat Work-New- broom finish	201-1000	Sq.Ft.	\$ 8.31	\$ 8.65
4.115	Concrete Flat Work-New- broom finish	1001-4,000	Sq.Ft.	\$ 6.10	\$ 6.48
4.116	Concrete Flat Work-New- broom finish	4,001-6,000	Sq.Ft.	\$ 6.10	\$ 6.48
4.117	Concrete Flat Work-New- broom finish	6,001-8,000	Sq.Ft.	\$ 5.96	\$ 6.45
4.118	Concrete Flat Work-New- broom finish	8,001-10,000	Sq.Ft.	\$ 5.80	\$ 6.19
4.119	Concrete Flat Work-New- broom finish	10,000 & up	Sq.Ft.	\$ 5.75	\$ 6.14
SECTION 20: Concrete Flat Work-Replacement- Broom/Pour Finish				8" Saw Cut	10" Saw Cut
4.120	Concrete Flat Work-Replacement- broom	1-200	Sq.Ft.	\$ 11.10	\$ 11.60
4.121	Concrete Flat Work-Replacement- broom	201-1000	Sq.Ft.	\$ 10.60	\$ 11.10
4.122	Concrete Flat Work-Replacement- broom	1001-4,000	Sq.Ft.	\$ 9.92	\$ 10.52
4.123	Concrete Flat Work-Replacement- broom	4,001-6,000	Sq.Ft.	\$ 8.96	\$ 9.46
4.124	Concrete Flat Work-Replacement- broom	6,001-8,000	Sq.Ft.	\$ 8.13	\$ 9.16
4.125	Concrete Flat Work-Replacement- broom	8,001-10,000	Sq.Ft.	\$ 7.44	\$ 8.23
4.126	Concrete Flat Work-Replacement- broom	10,000 & up	Sq.Ft.	\$ 6.95	\$ 8.04
SECTION 21: Concrete Flat Work-New- Trowel/Pour Finish				8" Saw Cut	10" Saw Cut
4.127	Concrete Flat Work-New- Trowel Finish	1-200	Sq.Ft.	\$ 11.73	\$ 11.90
4.128	Concrete Flat Work-New- Trowel Finish	201-1000	Sq.Ft.	\$ 8.90	\$ 9.23
4.129	Concrete Flat Work-New- Trowel Finish	1001-4,000	Sq.Ft.	\$ 6.76	\$ 7.13
4.130	Concrete Flat Work-New- Trowel Finish	4,001-6,000	Sq.Ft.	\$ 6.76	\$ 7.13
4.131	Concrete Flat Work-New- Trowel Finish	6,001-8,000	Sq.Ft.	\$ 6.21	\$ 6.59
4.132	Concrete Flat Work-New- Trowel Finish	8,001-10,000	Sq.Ft.	\$ 5.93	\$ 6.32
4.133	Concrete Flat Work-New- Trowel Finish	10,000 & up	Sq.Ft.	\$ 5.86	\$ 6.25

SECTION 22: Concrete Flat Work-Replacement-Trowel Finish				8" Saw Cut	10" Saw Cut
4.134	Concrete Flat Work-Replacement-Trowel Finish	1-200	Sq.Ft.	\$ <u>11.30</u>	\$ <u>11.73</u>
4.135	Concrete Flat Work-Replacement-Trowel Finish	201-1000	Sq.Ft.	\$ <u>10.82</u>	\$ <u>11.10</u>
4.136	Concrete Flat Work-Replacement-Trowel Finish	1001-4,000	Sq.Ft.	\$ <u>10.04</u>	\$ <u>10.60</u>
4.137	Concrete Flat Work-Replacement-Trowel Finish	4,001-6,000	Sq.Ft.	\$ <u>9.86</u>	\$ <u>9.93</u>
4.138	Concrete Flat Work-Replacement-Trowel Finish	6,001-8,000	Sq.Ft.	\$ <u>9.70</u>	\$ <u>9.73</u>
4.139	Concrete Flat Work-Replacement-Trowel Finish	8,001-10,000	Sq.Ft.	\$ <u>8.90</u>	\$ <u>9.24</u>
4.140	Concrete Flat Work-Replacement-Trowel Finish	10,000 & up	Sq.Ft.	\$ <u>7.96</u>	\$ <u>8.96</u>
SECTION 23: Dowel Bars					
4.141	Dowel Bars installed	5/8"	each	\$ <u>3.10</u>	\$ <u>3.10</u>
SECTION 24: 4" Compacted Aggregate Base					
4.142	4" Compacted Aggregate Base	1-200	Sq.Ft.	\$ <u>1.13</u>	\$ <u>1.13</u>
4.143	4" Compacted Aggregate Base	201-1000	Sq.Ft.	\$ <u>0.96</u>	\$ <u>0.96</u>
4.144	4" Compacted Aggregate Base	1001-4,000	Sq.Ft.	\$ <u>0.73</u>	\$ <u>0.73</u>
4.145	4" Compacted Aggregate Base	4,001-6,000	Sq.Ft.	\$ <u>0.59</u>	\$ <u>0.59</u>
4.146	4" Compacted Aggregate Base	6,001-8,000	Sq.Ft.	\$ <u>0.51</u>	\$ <u>0.51</u>
4.147	4" Compacted Aggregate Base	8,001-10,000	Sq.Ft.	\$ <u>0.50</u>	\$ <u>0.50</u>
4.148	4" Compacted Aggregate Base	10,000 & up	Sq.Ft.	\$ <u>0.41</u>	\$ <u>0.41</u>
SECTION 25: Pavestone Concrete Pavers over Sand Base				Installation	Replacement
4.149	Pavestone Concrete Pavers over Sand Base	1-100	Sq.Ft.	\$ <u>24.20</u>	\$ <u>23.20</u>
4.150	Pavestone Concrete Pavers over Sand Base	101-200	Sq.Ft.	\$ <u>22.10</u>	\$ <u>21.10</u>
4.151	Pavestone Concrete Pavers over Sand Base	201-500	Sq.Ft.	\$ <u>19.65</u>	\$ <u>18.65</u>
4.152	Pavestone Concrete Pavers over Sand Base	501-750	Sq.Ft.	\$ <u>18.52</u>	\$ <u>17.52</u>
4.153	Pavestone Concrete Pavers over Sand Base	751-1,000	Sq.Ft.	\$ <u>15.25</u>	\$ <u>14.25</u>
4.154	Pavestone Concrete Pavers over Sand Base	1,001-2,500	Sq.Ft.	\$ <u>13.65</u>	\$ <u>12.65</u>
4.155	Pavestone Concrete Pavers over Sand Base	2,501-4,000	Sq.Ft.	\$ <u>13.47</u>	\$ <u>12.47</u>
SECTION 26: Pavestone Concrete Pavers over Concrete Base				Installation	Replacement
4.156	Pavestone Concrete Pavers over Concrete Base	1-100	Sq.Ft.	\$ <u>33.20</u>	\$ <u>32.20</u>
4.157	Pavestone Concrete Pavers over Concrete Base	101-200	Sq.Ft.	\$ <u>30.10</u>	\$ <u>29.10</u>
4.158	Pavestone Concrete Pavers over Concrete Base	201-500	Sq.Ft.	\$ <u>23.65</u>	\$ <u>22.65</u>
4.159	Pavestone Concrete Pavers over Concrete Base	501-750	Sq.Ft.	\$ <u>22.52</u>	\$ <u>21.52</u>
4.160	Pavestone Concrete Pavers over Concrete Base	751-1,000	Sq.Ft.	\$ <u>21.25</u>	\$ <u>20.25</u>
4.161	Pavestone Concrete Pavers over Concrete Base	1,001-2,500	Sq.Ft.	\$ <u>18.65</u>	\$ <u>17.65</u>
4.162	Pavestone Concrete Pavers over Concrete Base	2,501-4,000	Sq.Ft.	\$ <u>17.47</u>	\$ <u>16.47</u>
SECTION 27: Brick Pavers over Sand Base				Installation	Replacement
4.163	Brick Pavers over Sand Base	1-100	Sq.Ft.	\$ <u>24.20</u>	\$ <u>23.20</u>
4.164	Brick Pavers over Sand Base	101-200	Sq.Ft.	\$ <u>24.10</u>	\$ <u>23.10</u>
4.165	Brick Pavers over Sand Base	201-500	Sq.Ft.	\$ <u>21.65</u>	\$ <u>20.65</u>
4.166	Brick Pavers over Sand Base	501-750	Sq.Ft.	\$ <u>20.52</u>	\$ <u>19.52</u>
4.167	Brick Pavers over Sand Base	751-1,000	Sq.Ft.	\$ <u>17.25</u>	\$ <u>16.25</u>
4.168	Brick Pavers over Sand Base	1,001-2,500	Sq.Ft.	\$ <u>15.65</u>	\$ <u>14.65</u>
4.169	Brick Pavers over Sand Base	2,501-4,000	Sq.Ft.	\$ <u>15.47</u>	\$ <u>14.47</u>
SECTION 28: Brick Pavers over Concrete Base				Installation	Replacement
4.170	Brick Pavers over Concrete Base	1-100	Sq.Ft.	\$ <u>35.20</u>	\$ <u>34.20</u>
4.171	Brick Pavers over Concrete Base	101-200	Sq.Ft.	\$ <u>32.10</u>	\$ <u>31.10</u>
4.172	Brick Pavers over Concrete Base	201-500	Sq.Ft.	\$ <u>25.65</u>	\$ <u>25.65</u>
4.173	Brick Pavers over Concrete Base	501-750	Sq.Ft.	\$ <u>25.52</u>	\$ <u>24.52</u>
4.174	Brick Pavers over Concrete Base	751-1,000	Sq.Ft.	\$ <u>23.25</u>	\$ <u>23.25</u>
4.175	Brick Pavers over Concrete Base	1,001-2,500	Sq.Ft.	\$ <u>20.65</u>	\$ <u>19.65</u>
4.176	Brick Pavers over Concrete Base	2,501-4,000	Sq.Ft.	\$ <u>19.47</u>	\$ <u>18.47</u>

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SECTION 26: 4" Brick Red Stamped Concrete flatwork					
4.177	4" Compacted Aggregate Base	1-200	Sq.Ft.	\$ 11.46	\$ 11.46
4.178	4" Compacted Aggregate Base	201-1000	Sq.Ft.	\$ 8.73	\$ 8.73
4.179	4" Compacted Aggregate Base	1001-4,000	Sq.Ft.	\$ 6.52	\$ 6.52
4.180	4" Compacted Aggregate Base	4,001-6,000	Sq.Ft.	\$ 5.35	\$ 5.35
4.181	4" Compacted Aggregate Base	6,001-8,000	Sq.Ft.	\$ 4.93	\$ 4.93
4.182	4" Compacted Aggregate Base	8,001-10,000	Sq.Ft.	\$ 4.71	\$ 4.71
4.183	4" Compacted Aggregate Base	10,000 & up	Sq.Ft.	\$ 4.71	\$ 4.71
Hours of Service and Contact Information					
State hours normal service is available				7 a.m. to 5 p.m., 5 days per wk	
Emergency service available				24 HOURS PER DAY	
Name of person to call for service				Ed Lipowicz III	
Telephone of person to call for service				913-208-8233 cell	
City standard payment terms are Net 30 after receipt of invoice and certified payroll.				2% 10; NET 30	
Is the pricing provided above tax exempt per the City of Lee's Summit's State of Missouri tax exempt status as stated under section 1.0 Instructions to Bidders, paragraph 1.10?					Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
If you answered "No" to the question posed in section 4.1, does the pricing provided above include any and all applicable taxes as stated under section 1.0 Instructions to Bidders, paragraph 1.10?					Yes <input type="checkbox"/> No <input type="checkbox"/>

5.0 COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:

This section is optional, it will not affect bid award. If the City of Lee's Summit awarded you the proposed contract, would you sell under the prices and terms of this Contract to any Municipal, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or Mid-America Regional Council (MARC) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Contract).

YES NO

INITIALS 

Sales will be made in accordance with the prices, terms, and conditions of the Invitation for Bid and any subsequent term contract. There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the bid or contract unless they are specifically named in the Invitation for Bid as a joint bidder. The principal contracting officer (PCO) is responsible to handle the solicitation and award the contract. The PCO has sole authority to modify the contract and handle disputes regarding the substance of the contract. The PCO is the Procurement Officer of Record, City of Lee's Summit, Missouri. Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

6.0 WORK AUTHORIZATION AFFIDAVIT AND E-VERIFY: Any contract for services in excess of five thousand dollars (\$5,000), the bidder or business entity, as defined in § 285.530, RSMo, shall, 1. Provide; by sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien and 2. Provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The required documentation must be from the federal work authorization program provider. E.g. the electronic signature page from the E-Verify program's Memorandum of Understanding. Letter from Consultants reciting compliance is not sufficient.

The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate an FREE internet-based program called E-Verify, <http://www.dhs.gov/everify> that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the Consultant's business license, termination of the contract, debarment from city and State work for a period of three years or permanently, and withholding 25% of the total amount due the Consultant.

All submittals should include the signed and notarized Work Authorization Affidavit AND the electronic signature page from the E-Verify program.

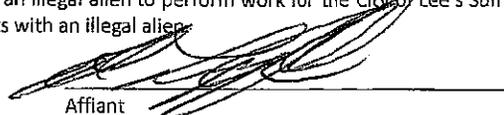


CITY OF LEE'S SUMMIT, MISSOURI
WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo
(FOR ALL BIDS FOR SERVICES IN EXCESS OF \$5,000.00)
Effective 1/1/2009

County of Jackson)
State of Missouri) ss.

My name is Ed Lipowicz. I am an authorized agent of Quality Custom Construction (Bidder"). Bidder is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Lee's Summit, Missouri. Bidder does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

Bidder shall not knowingly employ or contract with an illegal alien to perform work for the City of Lee's Summit, Missouri or enter into a contract with a subbidder that knowingly employs or contracts with an illegal alien.



Affiant
Ed Lipowicz IV
Printed Name

Subscribed and sworn to before me this 26th day of September, 2018.


Notary Public

SEAL

LISA M. COLLINS
Notary Public - Notary Seal
STATE OF MISSOURI
Commissioned in Jackson County
My Commission Expires: October 17, 2018
Commission Number: 14530255



7.0 REFERENCES AND EXPERIENCE: PLEASE COMPLETE THE INFORMATION LISTED BELOW IN FULL: If additional space is required, make additional copies of this form and submit with bid. To be considered for award, bidder shall have been in business for a minimum of five (5) years.

How many years has your firm been in business?	Years: <u>16</u>
List references and prior experience; preferably with other municipalities, in the last 3-5 year period; work or services of the same type and size to the project being proposed. (List municipality/company names, addresses, contact person(s), telephone numbers, date of project completion and contract amount.)	
Prior Work/Services Performed for:	
Municipality/Company Name: <u>City of Lee's Summit</u>	
Address: <u>220 SE Green St</u> <u>LS MO</u>	
Contact Person: <u>DeeDee Tschurhart</u> Title: <u>Procurement Officer</u> Telephone No: <u>816-969-1087</u>	
Description of Work/Services Performed: <u>Concrete Flatwork, Curb, Street Repair</u>	
Contract Amount: \$ <u>794,970.87</u>	Completion Date: <u>12/31/2017 - Ongoing</u>
Prior Work/Services Performed for:	
Municipality/Company Name: <u>Lee's Summit School District</u>	
Address: <u>502 SE Transport Dr.</u> <u>LS MO</u>	
Contact Person: <u>Kyle Correll</u> Title: <u>Director of Facilities</u> Telephone No: <u>816-985-3119</u>	
Description of Services Performed:	
Contract Amount: \$ <u>412,350.03</u>	Completion Date: <u>12/31/2017 - Ongoing</u>

8.0 PERSONNEL QUALIFICATIONS:

Contractor is REQUIRED to provide the information below in FULL DETAIL.
Indicate person who will be supervising project and years of experience in similar work.
Name: Ed Lipowicz IV # of Years: 18
Type of Experience: All areas of concrete construction management

Complete the following for employees that would be working on this project. List any previous work directly relating to the scope of this project for other municipalities or private companies in the last five years. Attach a separate sheet of paper if needed.

EMPLOYEE NAME	QUALIFICATIONS	EXPERIENCE/TRAINING
<u>Jeremiah Rose</u>	<u>Site Foreman / Cement Mason</u>	<u>22 yrs / ACI /</u>
<u>David Rose</u>	<u>Site Coordinator / Operator / Cement Mason</u>	<u>19 yrs / Con. Mgmt.</u>
<u>Eric Moeller</u>	<u>Cement Mason / Forms Supervisor</u>	<u>21 yrs / Multiple areas of concrete construction</u>
<u>Travis Moore</u>	<u>Operator / Cement Mason / Site Prep</u>	<u>16 yrs</u>
<u>Steve Jackson</u>	<u>Carpenter / Cement Mason</u>	<u>22 yrs / MODOT Projects</u>
<u>Rob Summers</u>	<u>Carpenter / Cement Mason</u>	<u>14 yrs</u>
<u>Brian Irwin</u>	<u>Cement Mason</u>	<u>26 yrs / Class A concrete construction</u>
<u>Chris Benton</u>	<u>Cement Mason</u>	<u>17 yrs</u>
<u>Mike Patrick</u>	<u>Cement Mason</u>	<u>15 yrs</u>

CITY OF RAYTOWN
Request for Board Action

Date: September 12, 2019
To: Mayor and Board of Aldermen
From: Damon Hodges, City Administrator

Resolution No.: R-3238-19

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____

Action Requested: Authorize and approve the expenditure from the Sanitary Sewer Fund for root treatments from Duke's Root Control. Total purchase will exceed \$15,000.00 in FY 2018-2019 budget.

Recommendation: Staff recommends approval.

Analysis: Staff contacted Duke's Root Control to investigate the needed repairs. Duke's developed the attached cost estimate of \$17,095.40 to do this work. This cooperative contract is through the Houston-Galveston Area Cooperative.

Staff is requesting Board of Aldermen approval to be approximately 15% higher than this estimate, to cover unforeseen circumstances and overruns that may arise with this underground work for a total amount of \$19,659.25.

Current year's budget has a line item for \$20,000.00 in sanitary contractual services.

Alternatives: Not perform root treatments

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Fund: Sanitary Sewer Fund, Contractual Services
Account Number: 501.62.00.100.53999
Amount to Spend: \$19,659.25

Additional Reports Attached: Dukes quote, Dukes guarantee and HGAC Cooperative Contract.

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH DUKE'S ROOT CONTROL, INC. UTILIZING THE HOUSTON-GALVESTON AREA COOPERATIVE CONTRACT IN AN AMOUNT NOT TO EXCEED \$19,659.25 FOR FISCAL YEAR 2018-2019

WHEREAS, the City desires to engage the services of Duke's Root Control, Inc. to provide for root control in the sanitary sewer; and

WHEREAS, the Scope of Work to be provided by Duke's Root Control, Inc. as described in the Agreement is set forth in the attached Exhibit 'A'; and

WHEREAS, this scope of work was competitively bid through the Houston-Galveston Area Cooperative Contact and Duke's Root Control, Inc. was determined to be the most competitive bid; and

WHEREAS, the Board of Aldermen find that it is in the best interest of the citizens of the City of Raytown that the City enter into an agreement with Duke's Root Control, Inc. for root control in the sanitary sewer in the amount of \$17,095.40 for Fiscal Year 2018-2019 for such purposes; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to authorize and approve an additional \$2,563.85 to fund any changes for a total amount not to exceed \$19,659.25.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the Agreement by and between the City of Raytown, Missouri and Duke's Root Control, Inc. for root control in the sanitary sewer in the amount of \$17,095.40 for Fiscal Year 2018-2019 is hereby authorized and approved; and

FURTHER THAT the Board of Aldermen find it is in the best interest of the City to authorize and approve an additional \$2,563.85 to fund any changes for a total amount not to exceed \$19,659.25; and

FURTHER THAT the City Administrator is hereby authorized to execute any and all documents necessary in connection with this Agreement and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 17th day of September, 2019.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract No.:

SC01-18

Date Prepared:

8/30/2019

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Raytown, Mo. - Public Works Dept. (MARC/KCRPC)	Contractor:	Duke's Root Control, Inc.
Contact Person:	Tony Mesa	Prepared By:	Braden Boyko
Phone:	816-737-6066	Phone:	315-472-4781
Fax:	816-737-6052	Fax:	315-475-4203
Email:	tonym@raytown.mo.us	Email:	braden@dukes.com

Catalog / Price Sheet Name:	Sewer Cleaning, Hydro-Excavating, Inspection Equipment and Miscellaneous Services
General Description of Product:	Razorooter II - Chemical Root Control Service (I003 and I004)

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
8900	I003 - Razorooter II Chemical Root Control 4"-9"	\$ 1.45	12905
2619	I004 - Razorooter II Chemical Root Control 10"-12"	\$ 1.60	4190.4
0	I005 - Razorooter II Chemical Root Control 13"-16"	\$ 1.75	0
0	I006 - Razorooter II Chemical Root Control 18"-22"	\$ 3.61	0
0	I007 - Razorooter II Chemical Root Control 24"-30"	\$ 5.78	0
0	I008 - Razorooter II Chemical Root Control 32"-36"	\$ 5.78	0
0	I009 - Razorooter II Chemical Root Control 36"-48"	\$ 5.78	0
			0
			0
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal A:			17095.4

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
0	I010 - Razorooter II Chemical Root Control - House Service Lines	125	0
0	I011 - Razorooter II Chemical Root Control - Manhole Treatment	125	0
			0
			0
Total From Other Sheets, If Any:			
Subtotal B:			0

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

0%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Subtotal C:			0

Delivery Date: 30 Days

D. Total Purchase Price (A+B+C):

17095.4

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
DUKE'S ROOT CONTROL, INC.
Syracuse, New York

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Duke's Root Control, Inc.** hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 1020 Hiawatha Boulevard West, Syracuse, New York 13204.

ARTICLE 1: **SCOPE OF SERVICES**

The parties have entered into a **Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services** Contract to become effective as of January 1, 2018, and to continue through December 31, 2020 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services** through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: **THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: **SC01-18**, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: **SC01-18**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: **LEGAL AUTHORITY**

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: **APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: **INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: **END USER AGREEMENTS**

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However, this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only

effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7: **SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: **EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: **REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: **MOST FAVORED CUSTOMER CLAUSE**

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 11: **SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: **DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of

such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13:

LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER**, **CONTRACTOR'S** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14:

LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC'S liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR'S** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15:

TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR**.

ARTICLE 16:

TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR**.

ARTICLE 17:

CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18:

GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19:

PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR**, **H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER**, **CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or

not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC**. Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC**'s Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC**'s order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR**.

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER**'s purchase order is placed.

ARTICLE 21: PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements **DO NOT** include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **CONTRACTOR** must be prepared to offer a PPB to cover any specific order if so requested by **END USER**. **CONTRACTOR** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER**'s purchase order.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD *IF APPLICABLE*

CONTRACTOR will, for the duration of this Contract, maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR**'S license is not renewed, or is denied or revoked, **CONTRACTOR** shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston**
Area Council, Houston, Texas:



Jack Steele, Executive Director

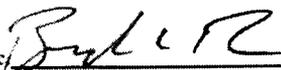
Attest for **Houston-Galveston**
Area Council, Houston, Texas:



Director

Date: JANUARY 9, 2018

Signed for **Duke's Root Control, Inc.**
Syracuse, New York:



Printed Name & Title: Braden L. Boyko vice President

Attest for **Duke's Root Control, Inc.**
Syracuse, New York:



Date: 11/28 2017

Printed Name & Title: Valerie Butler Bookkeeper

Date: 11/28/ 2017

Attachment A
Duke's Root Control, Inc.
Sewer Cleaning, Hydro-Excavating, Inspection Equipment and Miscellaneous
Services
Contract No.: SC01-18

H-GAC PRODUCT ITEM BASE OFFERING PRICES

H-GAC Product Code	Description	Base Offered Price
Duke's Root Control		
I. Miscellaneous Sewer Cleaning Services		
1003	Razeroooter II - Chemical Root Control, 4" thru 9" pipe; {Minimum 3,000 Lft} (price shown is the cost per lineal foot)	\$ 1.45
1004	Razeroooter II - Chemical Root Control, 10" thru 12" pipe; {Minimum 3,000 Lft} (price shown is the cost per lineal foot)	\$ 1.60
1005	Razeroooter II - Chemical Root Control, 13" thru 16" pipe; {Minimum 3,000 Lft} (price shown is the cost per lineal foot)	\$ 1.75
1006	Razeroooter II - Chemical Root Control, 18" thru 22" pipe; {Minimum 3,000 Lft} (price shown is the cost per lineal foot)	\$ 3.61
1007	Razeroooter II - Chemical Root Control, 24" thru 30" pipe; {Minimum 3,000 Lft} (price shown is the cost per lineal foot)	\$ 5.78
1008	Razeroooter II - Chemical Root Control, 32" thru 36" pipe; {Minimum 3,000 Lft} (price shown is the cost per lineal foot)	\$ 5.78
1009	Razeroooter II - Chemical Root Control, 36" thru 48" pipe; {Minimum 3,000 Lft} (price shown is the cost per lineal foot)	\$ 5.78

CITY OF RAYTOWN
Request for Board Action

Date: September 11, 2019

Resolution No.: R-3239-19

To: Mayor and Board of Aldermen

From: Dan Berry, Senior Information Systems Project Coordinator

Department Head Approval: _____

Finance Director Approval: _____ (only if funding requested)

City Administrator Approval: _____

Action Requested: Authorization for purchase of one Dell Server, and two Dell Laptops from Dell Government Sales, not to exceed 7972.74.

1. Dell PowerEdge R740 Server
2. Two Dell 5490 Latitude Laptops

Recommendation: Approve the resolution.

Analysis: In order to maintain a quality computer network, Information Systems uses a hardware replacement schedule and purchasing plan. This allows staff to better forecast expenditures and avoid large single time expenses of hardware replacement. Dell Government Sales provides exclusive governmental pricing. Their cooperative bid pricing makes their equipment a reliable choice for the city's IT needs.

Item 1. Dell R740 Server

The current Public Works server is 8-years old and scheduled for replacement. The new server will run Public Works Department front-line applications, WinCan for sanitary sewer video mapping, FuelMaster, JetFleet, utilized for fleet resource management, SQL database server and work file storage. As important, the new server will provide critical data storage resources for housing off-site data for new and existing virtual servers and backup copies of files and applications

BENEFITS

1. Sanitary Sewer platform for business application and data storage capacity
2. Latest Windows operating system with vendor provided 3-year warranty from Dell.
3. Increase performance and reliability with new hardware and upgraded processor
4. Off-site storage of city hall virtual servers, files and applications,
5. Designed for system redundancy and failover of data storage and protection
6. Software support and updates from Microsoft

Attachment: Quote and specifications for Dell Enterprise Server, designed for application performance and system fail has been provided by Dell Government Sales, in cooperation with multiple state and local contracts. NASPO (National Association of State Procurement Officer).

Item 2. Two Dell Latitude Laptops

Two (2) Dell Latitude laptops to replace existing laptops, which have reached End-Of Life for warranty and support. Existing laptops are over 5-years old and are scheduled for replacement.

BENEFITS

1. Increased system performance and reliability
2. Vendor warranty and technical support
3. Provide encrypted 24/7/365 access to network and cloud-based resources
4. Increased security provided by Windows operating system and 3rd party security solution provider.

Attachment: Dell Latitude 5490 laptop quote and specifications provided by Dell Government Sales, in cooperation with multiple State and Local contracts. NASPO (National Association of State Procurement Officer).

Alternatives: Not approve the purchases and attempt to extend the life of the equipment and risk hardware failure.

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Amount Requested:	\$7,972.74
Account Number(s):	205-22-00-100-57000 501-62-00-100-53500
Fund:	Capital Sales Tax Sanitary Sewer
Department:	Administration Public Works
City Program:	Information Technology Sanitary Sewer
Department Program:	Public Works, ADMIN/IT
Object Code:	Capital. General

A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF COMPUTER EQUIPMENT AND SUPPLIES FROM DELL GOVERNMENT SALES IN AN AMOUNT NOT TO EXCEED \$7,972.74 FOR FISCAL YEAR 2018-2019

WHEREAS, all departments within the City of Raytown purchase computer equipment and supplies in the normal course of business; and

WHEREAS, the City has determined that the most efficient manner in which to utilize its purchasing power to obtain such computer equipment and supplies is to utilize a purchasing conglomeration; and

WHEREAS, the City of Raytown in the adoption of its purchasing policy has approved the practice of purchasing goods and services through an intergovernmental purchasing agreement competitively bid for such purposes; and

WHEREAS, funds for such purpose are budgeted from the Capital Improvement Sales Tax and such expenditure has been reviewed and on September 10, 2019 was recommended by the Special Sales Tax Review Committee as being consistent with voter intent; and

WHEREAS, the Board of Aldermen find it is in the best interest of the citizens of the City of Raytown to authorize and approve the expenditure of funds for the purchase of computer equipment and supplies from Dell Government Sales in an amount not to exceed \$7,972.74;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the expenditure of funds for the purchase of computer equipment and supplies from Dell Government Sales in an amount not to exceed \$7,972.74 is hereby authorized and approved; and

FURTHER THAT the City Administrator is hereby authorized to execute all agreements or documents necessary to approve the purchase of goods and services contemplated herein and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 17th day of September, 2019.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney



Savings	\$6,143.80
Subtotal (1)	\$5,671.20
Estimated Shipping	\$0.00
	Estimated Tax
	\$239.60
Total	\$5,910.80

Details

PW Server
 Quote number # 1021712273254
 Created August 27, 2019
 Expires November 25, 2019
 Created by
 dberry@raytown.mo.us

Billing

Order contact
 Dan Berry, City of Raytown MO.
 Dell Contract Code:
 C000000181093
 Customer agreement number:
 MHEC-07012015
 Phone number: (816) 737-6070
 Additional::
 dberry@raytown.mo.us

Tax exemption
 I am not tax exempt

Shipping

Shipping information
 Dan Berry, City of Raytown MO ,
 Administration
 10000 East 59th Street, Raytown,
 MO, 64133
 Phone number: (816) 737-6070
 Additional::
 dberry@raytown.mo.us

Delivery method
 FREE Standard Delivery

Trade compliance
 No, I will not be exporting

Payment method

Items	Quantity	Unit Price	Item total
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PowerEdge R740 Tailor Made Instant Savings

Discounted unit price: \$5,671.20
 Dell Contract Code: C000000181093
Estimated Ship Date
 09/23/2019

Premier discount -\$6,143.80
Catalog Number: 26 / pe_r740_12248_1

Category	Description	Code	SKU	ID
PowerEdge R740	PowerEdge R740 Server	R740	[210-AKXJ]	1
Motherboard	PowerEdge R740/R740XD Motherboard	G83TM94	[329-BEIK]	1536
Trusted Platform Module	No Trusted Platform Module	NTPM	[461-AADZ]	1574
Chassis Configuration	Chassis with up to 8 x 2.5" SAS/SATA Hard Drives for 1CPU Configuration	5102089	[321-BCSJ]	1530
Shipping	PowerEdge R740 Shipping	DSHIP	[340-BLKS]	1500
Shipping Material	PowerEdge R740 Shipping Material	5107318	[343-BBFU]	1690
Processor	Intel® Xeon® Gold 5218 2.3G, 16C/32 T, 10.4GT/s, 22M Cache, Turbo, HT (12 5W) DDR4-2666	G2AM4KH	[338-BRVH]	1550
Additional Processor	No Additional Processor	1P	[374-BBBX]	1551
Processor Thermal Configuration	1 Standard Heatsink for 125W or less CPU	5102438	[370-ADPF] [412-AAIQ]	1697
Memory DIMM Type and Speed	2666MT/s RDIMMs	5099278	[370-ADNU]	1561

Category	Description	Code	SKU	ID
Memory Configuration Type	Performance Optimized	PEOPT	[370-AAIP]	1562
Memory Capacity	(3) 8GB RDIMM, 2666MT/s, Single Rank	5098893	[370-ADNI]	1560
RAID Configuration	C4, RAID 5 for 3 or more HDDs or SSDs (Matching Type/Speed/Capacity)	5098873	[780-BCDP]	1540
RAID/Internal Storage Controllers	PERC H740P RAID Controller, 8GB NV Cache, Minicard	5102516	[405-AANQ]	1541
Hard Drives	(4) 1.2TB 10K RPM SAS 12Gbps 512n 2.5in Hot-plug Hard Drive	5103901	[400-ASHI]	1570
Operating System	Windows Server® 2016, Standard, 16CORE, Factory Inst, No MED, NO CAL	WS2FI	[634-BILL]	1650
Licenses	(4) Windows Server® 2016, Standard Edition, Add License, 2CORE, NO MEDIA/KEY	MS202	[634-BILK]	1651
OS Media Kits	Windows Server® 2016, Standard, 16CORE, Media Kit	WS20S	[634-BILD]	1652
Client Access Licenses	10-pack of Windows Server 2019/2016 User CALs (Standard or Datacenter)	GA2LKCV	[634-BSFS]	1658
Embedded Systems Management	iDRAC9 Enterprise with OpenManage Enterprise Advanced	5100750	[385-BBKT] [528-BIYY]	1520
Group Manager	iDRAC Group Manager, Disabled	5100926	[379-BCQY]	1692
Password	iDRAC, Factory Generated Password	5101343	[379-BCSF]	1693
PCIe Riser	Riser Config 0, No Riser, 0 Slots	5101686	[374-BBOW]	1510
Network Daughter Card	Broadcom 5720 Quad Port 1GbE BASE-T, rNDC	5720QP	[540-BBBW]	1518
Internal Optical Drive	DVD ROM, SATA, Internal	DVDRS	[429-ABBU]	1600
Fans	6 Performance Fans for R740/740XD	5100148	[384-BBPZ]	1531
Power Supply	Dual, Hot-plug, Redundant Power Supply (1+1), 750W	750R	[450-ADWS]	1620
Power Cords	(2) NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	125V10	[450-AALV]	1621
Bezel	PowerEdge 2U Standard Bezel	5099782	[325-BCHU] [350-BBKG]	1532
Quick Sync 2 (At-the-box mgmt)	No Quick Sync	5101166	[350-BBJV]	1695
BIOS and Advanced System Configuration Settings	Performance BIOS Setting	HPBIOS	[384-BBBL]	1533
Advanced System Configurations	UEFI BIOS Boot Mode with GPT Partition	UEFIB	[800-BBDM]	1534
Rack Rails	ReadyRails™ Sliding Rails With Cable Management Arm	RRCMA	[770-BBBR]	1610
Server Accessories	USB 3.0 for R740	5101970	[750-AAVV]	1630
System Documentation	No Systems Documentation, No Open Manage DVD Kit	NODOCS	[631-AACK]	1590
Shipping Information	US No Canada Ship Charge	USNONE	[332-1286]	111

Category	Description	Code	SKU	ID
iDRAC Service Module	iDRAC Service Module (ISM), Pre-Installed in OS	5102435	[379-BCQW]	1691
Dell Services: Hardware Support	3 Years Basic Hardware Warranty Repair: 5x10 HW-Only, 5x10 NBD Onsite	NBD3	[813-9118] [813-9119]	29
Deployment Services	No Installation	NOINSTL	[900-9997]	714
Remote Consulting Services	Declined Remote Consulting Service	NORCS	[973-2426]	735
Item total:				\$5,671.20

Savings: \$6,143.80

Subtotal (1): \$5,671.20

Savings \$6,143.80

Subtotal (1) \$5,671.20

Estimated Shipping \$0.00
 Estimated Tax \$239.60

Total \$5,910.80

Ultrabook, Celeron, Celeron Inside, Core Inside, Intel, Intel Logo, Intel Atom, Intel Atom Inside, Intel Core, Intel Inside, Intel Inside Logo, Intel vPro, Itanium, Itanium Inside, Pentium, Pentium Inside, vPro Inside, Xeon, Xeon Phi, Xeon Inside, and Intel Optane are trademarks of Intel Corporation or its subsidiaries in the U.S. and/or other countries.

Same day shipment subject to order size limitations, Dell standard shipping methods and payment via credit card, gift card or Dell Business Credit. Notification will be provided if there are payment delays which could impact shipping date. Electronics and accessories may ship separately.

Smart Selection. Limited quantities. Only available for orders placed by 5:59 p.m. CT Mon.-Thurs. Systems shipped the next business day after an order is placed. Subject to order approval. Software and accessories not part of the configuration will be shipped separately and may arrive after your system. Please note that Smart Selection Configuration pricing cannot be combined with other pricing offers or discounts provided or agreed to by Dell. ** Orders with Custom Factory Integration might require additional processing time.

***Dell Business Credit:** Offered to business customers by WebBank, Member FDIC, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of the new balance shown on the monthly billing statement. Dell and the Dell logo are trademarks of Dell Inc.

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¹Subject to applicable law and regulations.

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Cookie Consent



Savings			\$1,239.30
Subtotal (2)			\$2,301.54
Estimated Shipping	\$0.00	Estimated Tax	
	\$97.23		
Total			\$2,398.77

Details

laptops for city clerk and city admin
 Quote number # 1025556082234
 Created August 27, 2019
 Expires November 25, 2019
 Created by
 dberry@raytown.mo.us

Billing

Order contact
 Dan Berry, City of Raytown MO.
 Dell Contract Code:
 C000000181093
 Customer agreement number:
 MHEC-07012015
 Phone number: (816) 737-6070
 Additional::
 dberry@raytown.mo.us

Tax exemption
 I am not tax exempt

Shipping

Shipping information
 Dan Berry, City of Raytown MO ,
 Administration
 10000 East 59th Street, Raytown,
 MO, 64133
 Phone number: (816) 737-6070
 Additional::
 dberry@raytown.mo.us

Delivery method
 FREE Standard Delivery

Trade compliance
 No, I will not be exporting

Payment method

Items	Quantity	Unit Price	Item total
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Latitude 5490 - Build your own

Discounted unit price: \$1,150.77
 Dell Contract Code: C000000181093
Estimated Ship Date
 09/23/2019

Premier discount -\$1,239.30
Catalog Number: 26 / xctol549014usr

Category	Description	Code	SKU	ID
Dell Latitude 5490	Dell Latitude 5490 XCTO	X5490	[210-ANMX]	1
Processor	8th Gen Intel® Core™ i3-8130U (Dual Core, 4MB Cache, 2.2GHz,15W)	G73REG2	[379-BDCX]	146
Operating System	Windows 10 Pro 64bit English, French, Spanish	10P64M	[619-AHKN]	11
Microsoft Office	Microsoft Office 30 Day Trial	16MUI	[658-BCSB]	1002
Dell Endpoint Security	Dell Encryption Personal, 1 Year	PDPE1Y	[421-9984] [954-3455]	593
Graphics	Intel® UHD 620 Graphics for Core™ i3-8130U	G0RIBP2	[338-BPTN]	149
Systems Management	No Out-of-Band Systems Management	NOVPRO	[631-ABNR]	49
Memory	16GB 1x16GB DDR4 2400MHz Non-EC	16GB1D	[370-ADHW]	3
Hard Drive	M.2 256GB SATA Class 20 Solid State Drive	256SSD	[400-AOTF] [575-BBKU]	8
LCD	14" HD 1366 x 768 Non-Touch Anti-Glare, Camera & Microphone, WLAN/WWAN Capable	LNHHCW	[320-BCJV] [325-BCTR] [391-BDKI]	760

Category	Description	Code	SKU	ID
Keyboard	Single Pointing English non backlit Key board	SENG	[583-BEHV]	4
Mouse	No Mouse Selected	NOMSE	[570-AADK]	12
Driver	Wireless Driver, DW1820AC WLAN card	1820	[555-BDUK]	7
Wireless	Qualcomm QCA61x4A 802.11ac Dual Band (2x2) Wireless Adapter+ Bluetooth 4.1	1820	[555-BCMWW]	19
Mobile Broadband	No Wireless WAN Card	NOWW	[362-BBBB]	114
Primary Battery	3 Cell 51Whr ExpressCharge Capable Battery	3CSMP	[451-BBXU]	112
Power Supply	65W AC Adapter, 7.4mm Barrel	E565W	[492-BBXF]	1015
PalmRest	Single Point Palmrest with No Fingerprint and No Smart Card	SPNS	[346-BCOH]	55
Security Software	No Security Software	NOSS	[650-AAAM]	1014
Operating System Recovery Options	No Media	NOMEDIA	[620-AAOH]	200013
Docks & Port Replicators	No Docking Station	NONE	[452-BBSE]	271
FGA Module	No FGA	NOFGA	[817-BBBB]	572
Removable CD/DVD Drives	No Removable CD/DVD Drive	NONE	[429-AATO]	105
Cable	Power Cord, US	PWRUS	[450-AAEJ]	20
TAA	No TAA	NOTAA	[340-ACQQ]	97
Canada Ship Options	US No Canada Ship Charge	USNONE	[332-1286]	111
Diagnostic CD / Diskette	No Resource DVD	NRDVD	[430-XXYG]	50
Carrying Cases	No Carrying Case	NONE	[460-BBEX]	118
Placemat	Quick Reference Guide	PLCMT	[340-BYSS]	60
E-Star	No Energy Star	G8R9P53	[387-BBCE]	122
Transportation from ODM to Region	BTO Standard Shipment	STND	[800-BBGT]	200080
Documentation/Disks	Safety/Environment and Regulatory Guide (English/French Multi-Language)	EFD0C	[340-AGIK]	21
Non-Microsoft Application Software	Windows OS related Software	WIN10	[525-0131] [525-BBCL] [640-BBLW] [658-BBMR] [658-BBRB] [658-BCUV] [658-BDRV]	1003
Support Tech Sheet and Powercord	No UPC Label	NOLBL	[389-BCGW]	292
Label	Regulatory Label Included	REG	[389-BEYY]	676
Processor Branding	Intel® Core™ i3 Processor Label	G43WFYX	[340-BYWF]	749
Packaging	MIX SHIP Config (DAO)	SHPMX	[340-AAPP] [340-BYSM]	465
Windows AutoPilot	No AutoPilot	GYE02AP	[340-CKSZ]	291

Category	Description	Code	SKU	ID
Hardware Support Services	1 Year Hardware Warranty with Onsite/ In-Home Service after Remote Diagnosis	NBD1	[997-8317] [997-8328]	29

Item total: \$2,301.54

Savings: \$1,239.30

Subtotal (2): \$2,301.54

Savings \$1,239.30

Subtotal (2) \$2,301.54

Estimated Shipping \$0.00
 Estimated Tax \$97.23

Total \$2,398.77

Ultrabook, Celeron, Celeron Inside, Core Inside, Intel, Intel Logo, Intel Atom, Intel Atom Inside, Intel Core, Intel Inside, Intel Inside Logo, Intel vPro, Itanium, Itanium Inside, Pentium, Pentium Inside, vPro Inside, Xeon, Xeon Phi, Xeon Inside, and Intel Optane are trademarks of Intel Corporation or its subsidiaries in the U.S. and/or other countries.

Same day shipment subject to order size limitations, Dell standard shipping methods and payment via credit card, gift card or Dell Business Credit. Notification will be provided if there are payment delays which could impact shipping date. Electronics and accessories may ship separately.

Smart Selection. Limited quantities. Only available for orders placed by 5:59 p.m. CT Mon.–Thurs. Systems shipped the next business day after an order is placed. Subject to order approval. Software and accessories not part of the configuration will be shipped separately and may arrive after your system. Please note that Smart Selection Configuration pricing cannot be combined with other pricing offers or discounts provided or agreed to by Dell. ** Orders with Custom Factory Integration might require additional processing time.

***Dell Business Credit:** Offered to business customers by WebBank, Member FDIC, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of the new balance shown on the monthly billing statement. Dell and the Dell logo are trademarks of Dell Inc.

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¹Subject to applicable law and regulations.

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Cookie Consent

CITY OF RAYTOWN
Request for Board Action

Date: September 13, 2019

Resolution No.: R-3240-19

To: Mayor and Board of Aldermen

From: Dan Berry, Senior Information Systems Project Coordinator

Department Head Approval: _____

Finance Director Approval: _____ (only if funding requested)

City Administrator Approval: _____

Action Requested: Authorization for purchase from CDW-G government sales for the following items, and not to exceed \$17,027.00.

1. Microsoft server software and licenses
2. Two (2) Synology Network Area Storage (NAS) appliances with Enterprise hard drives
3. Windows Office 365 software licenses

Recommendation: Approve the resolution.

Analysis: In order to maintain a quality computer network, Information Systems uses a hardware replacement schedule and purchasing plan. This allows staff to better forecast expenditures and avoid large single time expenses of hardware replacement. CDW-G provides exclusive governmental pricing from multiple vendors. Their cooperative bid pricing makes their equipment a reliable choice for the City's IT needs.

Item 1. Microsoft server software will be used to replace existing older server software that is no longer supported by Microsoft for security and system updates. The new server software and licenses will provide the platform for the city business applications and have added protection from malware with increase management capability of servers and workstations to include security and system updates from Microsoft.

BENEFITS

1. New Windows 2019 Admin Center App for managing servers, clusters, and Windows 10 PCs.
2. System Insight providing diagnostics into the functioning of network servers and helping to reduce the operational expenses associated with reactively managing issues in the city's network server deployments.
3. Security with windows advance threat protection for responsive action against malicious files and terminating malicious processes.

Attachment: Windows software quote provided by CDW Government Sales in cooperation with multiple state and local contracts.

Item 2, The two Synology NAS appliances will replace and upgrade an existing NAS appliance, which has been in services for over 7 years and is no longer supported by the vendor. The primary NAS appliance will be utilized at city hall for storage of virtual servers, SQL database files and work files. The second NAS appliance will be brought online for use by the Public Works department and securely teamed with the primary NAS for synchronized data protection within a private cloud environment.

BENEFITS

1. Increased data storage capacity
2. Redundant power supply
3. Multiple network connections for NIC teaming
4. Hybrid cloud solution for onsite and synchronized data protection
5. Vendor 3-year warranty and support

Attachment: Synology NAS quote and specifications provided by CDW Government Sales in cooperation with multiple state and local contracts.

Item 3. Office 365 Professional Plus licenses annual license renewal for use within each department for integration with city business applications.

BENEFITS

1. Work anywhere
2. Collaborate easily
3. Latest version
4. Security features
 - a. Encrypted email
 - b. Data loss Prevention
 - c. Mobile device management

The technology funding request was presented to the Sales Tax Oversight Committee on September 10, 2019. The Sales Tax Oversight Committee agreed that the purchases meet the intent of the Capital Sales Tax.

Attached: Office 365 Pro Plus license quote provided by CDW Government Sales in cooperation with multiple state and local contracts.

Alternatives: Not approve the purchases and attempt to extend the life of the equipment and risk hardware failure.

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Amount Requested:	\$17,027.00
Account Number(s):	205-22-00-100-57000 101-22-00-100-53644
Fund:	Capital Sales Tax General
Department:	Administration
City Program:	Information Technology
Department Program:	ADMIN/IT
Object Code:	Capital

A RESOLUTION AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS WITH CDW-G FOR THE PURCHASE OF COMPUTER EQUIPMENT AND SUPPLIES IN THE AMOUNT OF \$17,027.00 FOR FISCAL YEAR 2018-2019

WHEREAS, the City of Raytown has a need to purchase computer equipment to maintain a quality information system and computer network; and

WHEREAS, the City has determined that the most efficient manner in which to utilize its purchasing power to obtain such computer equipment and supplies is to utilize a purchasing conglomeration; and

WHEREAS, the City of Raytown in the adoption of its purchasing policy has approved the practice of purchasing goods and services through an intergovernmental purchasing agreement competitively bid for such purposes; and

WHEREAS, funds for such purpose are budgeted from the Capital Improvement Sales Tax and such expenditure has been reviewed and on September 10, 2019 was recommended by the Special Sales Tax Review Committee as being consistent with voter intent; and

WHEREAS, the Board of Aldermen find it is in the best interest of the citizens of the City of Raytown to authorize and approve the expenditure of funds for the purchase of computer equipment and supplies from CDW-G in an amount not to exceed \$17,027.00;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the expenditure of funds for the purchase of computer equipment and supplies from CDW-G in an amount not to exceed \$17,027.00 is hereby authorized and approved; and

FURTHER THAT the City Administrator is hereby authorized to execute any and all documents and to take any and all actions necessary to effectuate the terms of the Agreement and exercise the authority granted herein on behalf of the City.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 17th day of September, 2019.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney



Quote # KRHT746

Description: KRHT746

Created Date: 06/10/19

Status: Open

Requested By: DAN BERRY

Customer Notes:

Ship to:

CITY OF RAYTOWN
ATTN: DAN BERRY
10000 E 59TH ST
RAYTOWN, MO 64133-3993

Billed to:

CITY OF RAYTOWN
ATTN: ATTN: DAN BERRY
10000 E 59TH ST
RAYTOWN, MO 64133-3993
(816) 737-6000

Shipping method:

Electronic Drop Ship

Payment method:

Net 30 Days-Govt State/Local

Quote Summary

Subtotal	\$1,792.70
*US Tax	\$0.00
Shipping	\$0.00
Grand Total	\$1,792.70

*Tax may change if this quote is amended by your account manager.

Product Details

Item	Availability	Price	Quantity	Item Total
 <p>MS GSA WINSVRSTDCORE 2019 16LIC CORE MFG Part: 9EM-00680 CDW Part: 5300429 UNSPSC: N/A</p> <p>Electronic distribution - NO MEDIA</p>	<p>In Stock Ships same day if ordered before 4pm CT</p>	<p>\$648.10 Pricing Option Applied: CDW-G GSA SCHEDULE WITH PROFES</p>	2	\$1,296.20
 <p>MS GSA WINSVRCAL 2019 DCAL MFG Part: R18-05795 CDW Part: 5300406 UNSPSC: N/A</p> <p>Electronic distribution - NO MEDIA</p>	<p>In Stock Ships same day if ordered before 4pm CT</p>	<p>\$22.17 Pricing Option Applied: CDW-G GSA SCHEDULE WITH PROFES</p>	5	\$110.85
 <p>MS GSA WINRMTDSKTPSRVCSCAL 2019 DCAL MFG Part: 6VC-03775 CDW Part: 5300422 UNSPSC: N/A</p> <p>Electronic distribution - NO MEDIA</p>	<p>In Stock Ships same day if ordered before 4pm CT</p>	<p>\$77.13 Pricing Option Applied: CDW-G GSA SCHEDULE WITH PROFES</p>	5	\$385.65

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Quote # KSHQ181

Description: KSHQ181

Created Date: 07/02/19

Status: **Open**

Requested By: DAN BERRY

Customer Notes:

Ship to:

CITY OF RAYTOWN
ATTN: DAN BERRY
10000 E 59TH ST
RAYTOWN, MO 64133-3993

Billed to:

CITY OF RAYTOWN
ATTN: ATTN:DAN BERRY
10000 E 59TH ST
RAYTOWN, MO 64133-3993
(816) 737-6000

Shipping method:

UPS Ground (2 - 3 day)

Payment method:

Net 30 Days-Govt State/Local

Quote Summary

Subtotal	\$9,334.96
*US Tax	\$0.00
Shipping	\$0.00
Grand Total	\$9,334.96

*Tax may change if this quote is amended by your account manager.

Product Details

Item	Availability	Price	Quantity	Item Total
 <p>Synology RackStation RS18017XS+ - NAS server - 0 GB MFG Part: SYN-R18017 CDW Part: 4633252 UNSPSC: 43201835</p>	<p>5-7 days Orders placed today will ship within 5-7 days</p>	<p>\$6,784.99 Pricing Option Applied: NATIONAL IPA TECHNOLOGY SOLUTI</p>	1	\$6,784.99
 <p>Seagate Exos 7E8 ST8000NM0045 - hard drive - 8 TB - SATA 6Gb/s MFG Part: ST8000NM0045 CDW Part: 3851244 UNSPSC: 43201803</p>	<p>In Stock Ships same day if ordered before 4pm CT</p>	<p>\$283.33 Pricing Option Applied: NATIONAL IPA TECHNOLOGY SOLUTI</p>	9	\$2,549.97

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QUOTE CONFIRMATION



DEAR DAN BERRY,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KVTR250	8/27/2019	KVTR250	1737321	\$3,400.07

QUOTE DETAILS					
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE	
Synology RackStation RS1219+ - NAS server - 0 GB Mfg. Part#: RS1219+ UNSPSC: 43201835 Contract: National IPA Technology Solutions (2018011-01)	1	5230802	\$1,341.83	\$1,341.83	
Seagate IronWolf Pro ST10000NE0004 - hard drive - 10 TB - SATA 6Gb/s Mfg. Part#: ST10000NE0004 UNSPSC: 43201803 Contract: National IPA Technology Solutions (2018011-01)	6	4369472	\$343.04	\$2,058.24	

PURCHASER BILLING INFO		SUBTOTAL	\$3,400.07
Billing Address: CITY OF RAYTOWN ATTN: DAN BERRY 10000 E 59TH ST RAYTOWN, MO 64133-3993 Phone: (816) 737-6000 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$0.00	
	SALES TAX	\$0.00	
	GRAND TOTAL	\$3,400.07	
	DELIVER TO		
Shipping Address: CITY OF RAYTOWN ATTN: DAN BERRY 10000 E 59TH ST RAYTOWN, MO 64133-3993 Phone: (816) 737-6000 Shipping Method: UPS Ground (2- 3 Day)	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		

Need Assistance? CDW•G SALES CONTACT INFORMATION



Stefan Parafink

(866) 537-4661

stefpar@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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Quote # KVHC922

Description: OFFICE365 ANNUAL RENEWAL

Created Date: 08/15/19

Status: **Open**

Requested By: DAN BERRY

Customer Notes:

Ship to:

CITY OF RAYTOWN MO.
ATTN: DAN BERRY
10000 EAST 59TH STREET
ADMIN DEPARTMENT
RAYTOWN , MO 64133

Billed to:

CITY OF RAYTOWN
ATTN: ATTN:DAN BERRY
10000 E 59TH ST
RAYTOWN , MO 64133-3993
(816) 737-6000

Shipping method:

Electronic Drop Ship

Payment method:

Net 30 Verbal

Quote Summary

Subtotal	\$2,499.12
*US Tax	\$0.00
Shipping	\$0.00
Grand Total	\$2,499.12

*Tax may change if this quote is amended by your account manager.

Product Details

Item	Availability	Price	Quantity	Item Total
 <p>Microsoft Office 365 ProPlus - subscription license (1 year) - 1 user MFG Part: Q7Y-00007 CDW Part: 3120376 UNSPSC: 43231513 Electronic distribution - NO MEDIA</p>	<p>In Stock Ships same day if ordered before 4pm CT</p>	<p>\$138.84 Pricing Option Applied: NATIONAL IPA TECHNOLOGY SOLUTI</p>	18	\$2,499.12

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