



AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, February 9, 2026
6:00 PM

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Presentations / Awards

5. Personal Appearances

6. Staff Reports

- A. Development Services
- B. Court
- C. Police/Emergency Management
- D. Economic Development - 2025 Annual Report

7. Committee Reports

8. Consent Agenda

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

- A. City Council Meeting Minutes, January 26, 2026
- B. 2025 Street Preservation - Acceptance and Final Payment

Reference:
Resolution 26-02

The Public Works Director has determined that the project has been satisfactorily completed in accordance with the project specifications.

9. Unfinished Business

A. Award of Contract - Pavement Condition Index Survey (pg 22)

Reference:

Bill 4007
ARA Proposal
Contract

This contract is for the completion of a Pavement Condition Index. This survey will provide pavement condition data on all city streets to guide the street preservation programs. This information will be collected and provided to staff in a format that can be incorporated into the City's current GIS data.

- City Council, 01/26/2026: Approval, 7-0

B. Award of Contract - Willow Hills Storm Culvert Repairs (pg 65)

Reference:

Bill 4008
KB Construction Proposal
Contract

This project will replace two culverts in the Willow Hills neighborhood that have reached the end of their service life. This project will also install rip-rap to prevent erosion in the Park Place neighborhood.

- City Council, 01/26/2026: Approval, 7-0

10. New Business

A. Appeal of Site Plan Application Denial - 7Brew Coffee (pg 102)

Reference:

Bill 4013
Site Plan Staff Report
Appeal Request to City Staff
Appeal Letter from Applicant
Letter from Realty Income
Raymore Gateway - Blueprint 2045

December 16, 2025 PZ Minutes

Jason Pullman, representing P2 Real Estate, LLC and 7Brew Coffee, is requesting an appeal before the City Council of the decision by the Planning and Zoning Commission to deny the site plan application for a new 7Brew Coffee located on Lot 2 of the Raymore Gateway site near 58 Highway and Westgate Drive.

- Planning and Zoning Commission, 12/16/2025: Denied 5-2

B. Award of Contract - Dean Avenue Curb Replacement Phase 1 (pg 136)

Reference:

Bill 4012

Phoenix Concrete Proposal

Contract

This project will primarily consist of the removal and replacement of approximately 8,115 linear feet of high back curb. Additional tasks will include the removal and replacement of ADA ramps and sidewalks in select areas.

- No previous action on this item

C. Award of Contract - Recreation Park Baseball Light Plans (pg 182)

Reference:

Bill 4014

Contract

Electrical Service & Power Distribution Upgrades

This project will provide professional engineering services for the design of electrical service and power distribution system upgrades at Recreation Park. The scope includes the design of electrical power upgrades to four (4) baseball fields located within the park.

- Park Board, 01/27/2026: Approval 6-0

D. Award of Contract - Demolition of Structures at 204 S. Adams Street and 317 N. Jackson Street (pg 226)

Reference:
Bill 4015
Contract
SB Wyatt Proposal
Total Bid Tab

This item authorizes a contract with SB Wyatt Contracting Inc. for the demolition and removal of structures located at 204 S. Adams Street and 317 N. Jackson Street.

- Park Board, 01/27/2026: Approval 6-0

11. Public Comments

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

12. Mayor/Council Communication

13. Adjournment

MISCELLANEOUS

City Council Work Session notes, 02/02/2026

EXECUTIVE SESSION (CLOSED MEETING)

The Raymore City Council is scheduled to enter into executive session to discuss:

- Personnel matters as authorized by § 610.021 (3)

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

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

Any person requiring special accommodation (i.e., qualified interpreter, large print, hearing assistance) in order to attend this meeting, please notify this office at (816)

331-3324 no later than forty eight (48) hours prior to the scheduled commencement of the meeting.

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

MONTHLY DEPARTMENT REPORT JANUARY 2026

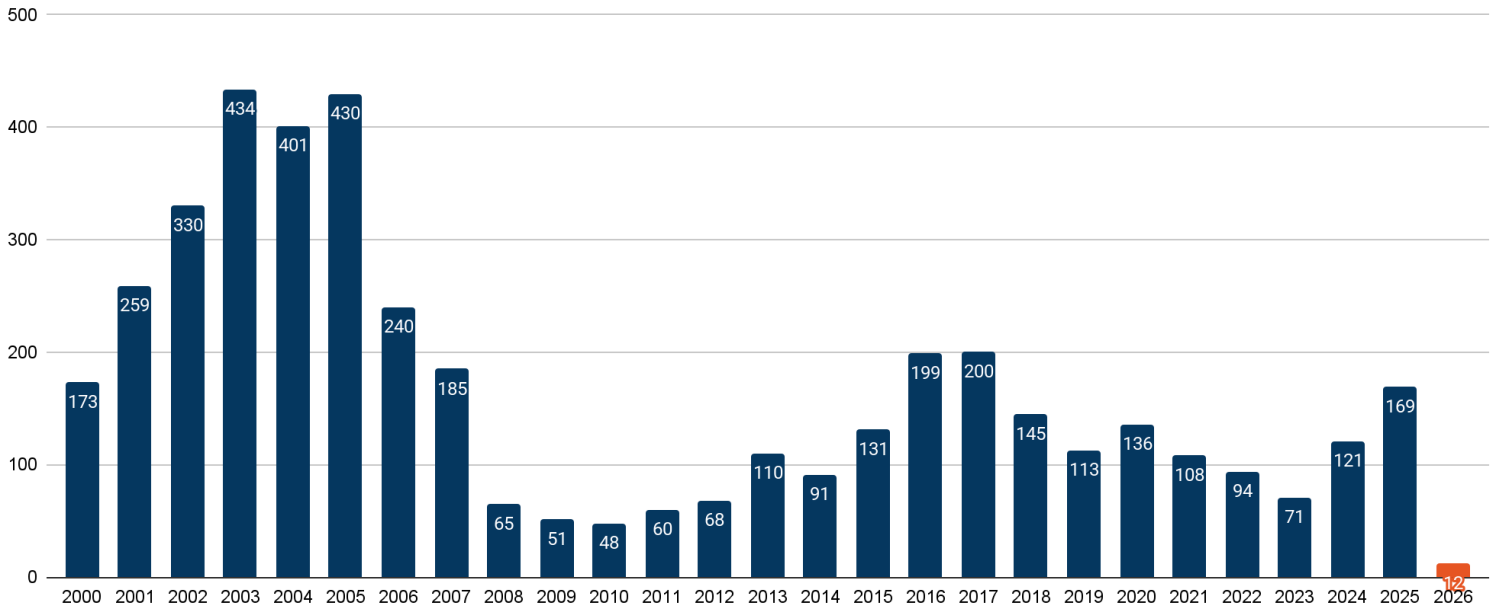
BUILDING PERMIT & INSPECTION ACTIVITY -

| TYPE OF PERMIT | JAN 2026 | 2026 TOTAL | 2025 YTD | 2025 TOTAL |
|--------------------------------------|-------------|-------------|-------------|--------------|
| Detached Single-Family Residential | 12 | 12 | 11 | 121 |
| Attached Single-Family Residential | 0 | 0 | 0 | 80 |
| Multi-Family Residential (apartment) | 0 | 0 | 0 | 13 |
| General Permits (decks, roofs, MEP) | 26 | 26 | 35 | 733 |
| Commercial | 2 | 2 | 1 | 35 |
| Sign Permits | 1 | 1 | 6 | 70 |
| BUILDING INSPECTIONS | JAN 2026 | 2026 TOTAL | 2025 YTD | 2025 TOTAL |
| Total No. of Inspections | 253 | 253 | 336 | 4,871 |
| Residential Inspections | 227 | 227 | 206 | 3,107 |
| Commercial Inspections | 26 | 26 | 130 | 1,764 |
| INVESTMENT | JAN 2026 | 2026 TOTAL | 2025 YTD | 2025 TOTAL |
| Total Residential Permit Valuation | \$4,830,960 | \$4,830,960 | \$4,232,220 | \$59,015,960 |
| Total Commercial Permit Valuation | \$0 | \$0 | \$346,000 | \$38,506,341 |

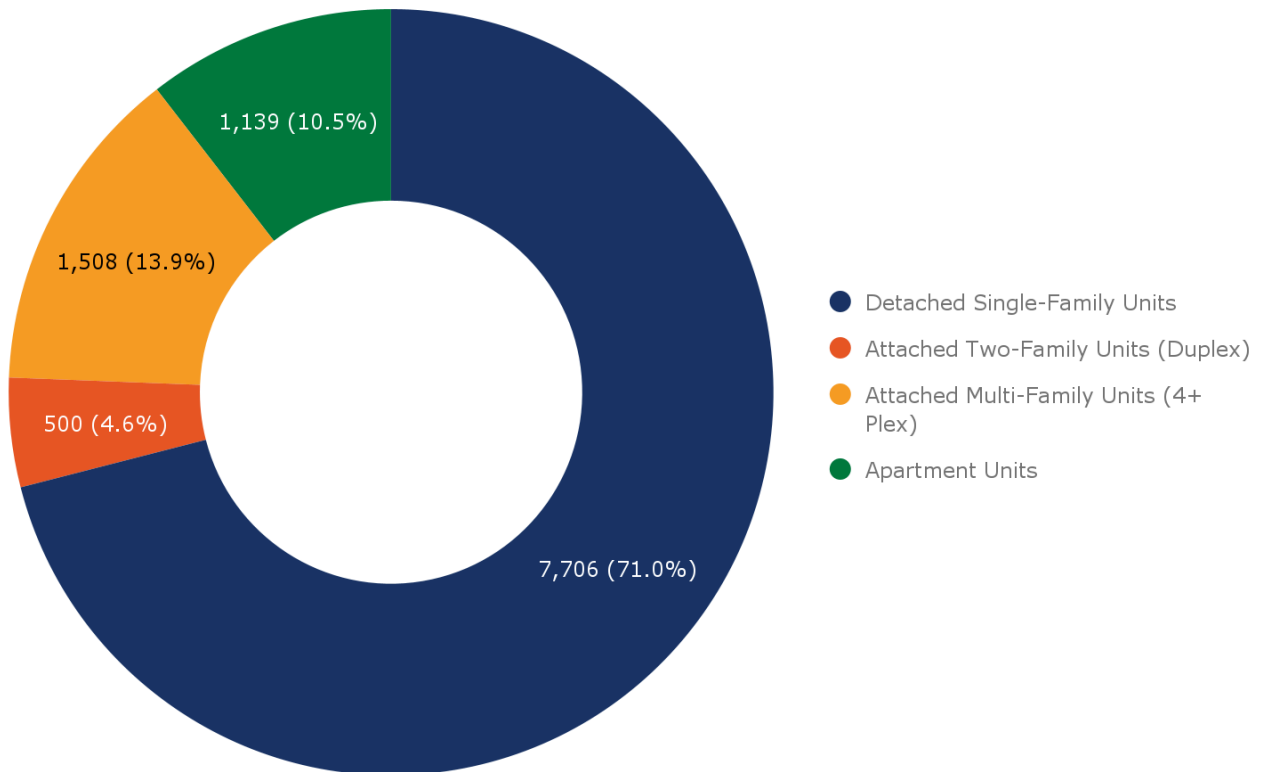
BUILDING CONSTRUCTION ACTIVITY -

- 12 new single-family home permits were issued in the Alexander Creek, Park Side, Knoll Creek Estates, Prairie View, Westbrook at Creekmoor, Eastbrooke at Creekmoor and Cunningham at Creekmoor neighborhoods.
- Building 5 of the Raymore Commerce Center South development obtained their Certificate of Occupancy, for the tenant finish improvements of [Church & Dwight](#), one of Raymore's newest large employer.
- Footing and foundation work continued at Building 4 of the Raymore Commerce Center South development.

Single Family Residential Permit Trends 2000-2026

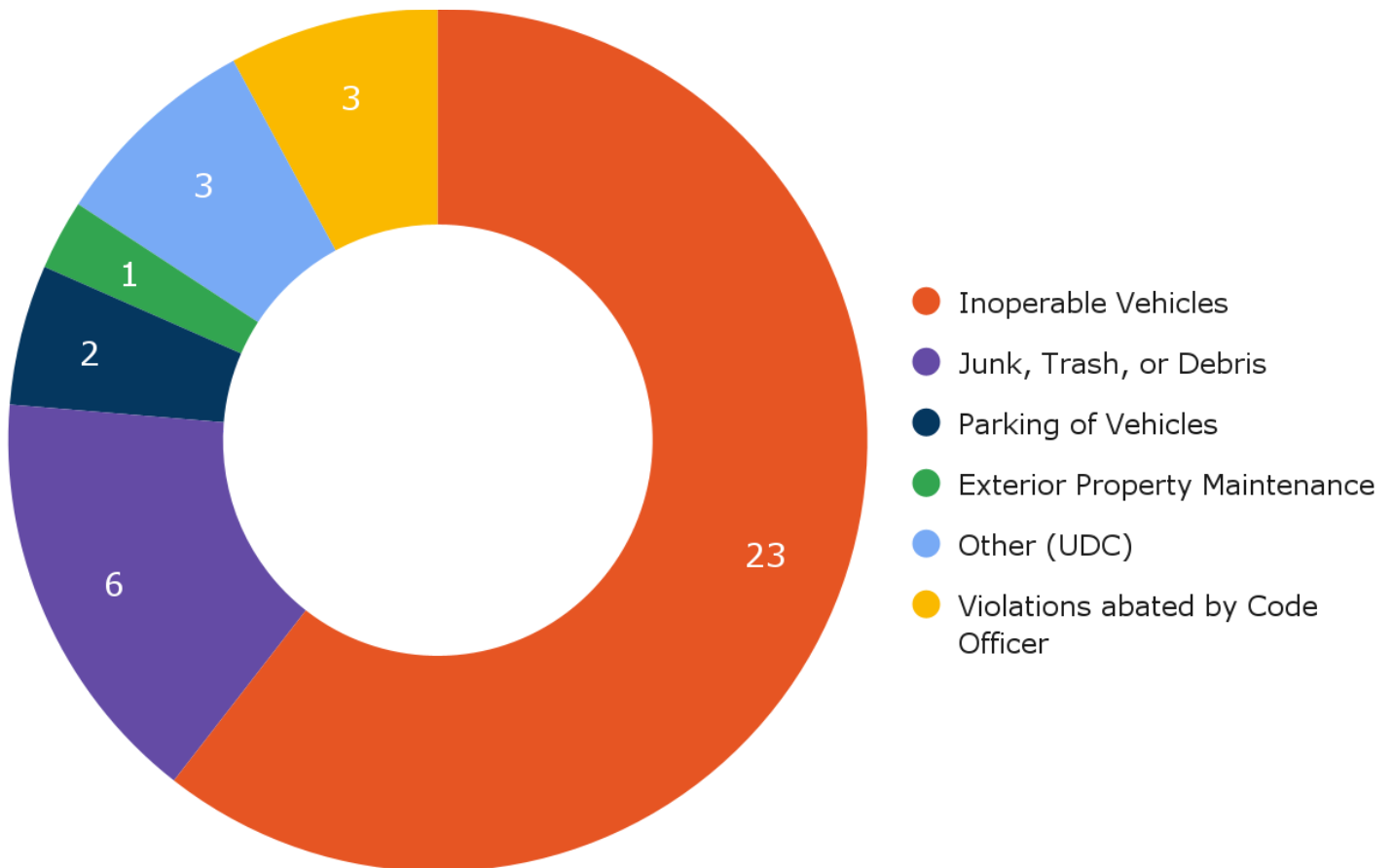


Existing Housing Unit Inventory



CODE ENFORCEMENT ACTIVITY -

| CODE ENFORCEMENT | JAN 2026 | 2026 TOTAL | 2025 YTD | 2025 TOTAL |
|--|----------|------------|----------|------------|
| Code Enforcement Cases Opened | 44 | 44 | 35 | 764 |
| <i>Notices Mailed</i> | | | | |
| -Tall Grass/Weeds | 0 | 0 | 0 | 160 |
| - Inoperable Vehicles | 23 | 23 | 23 | 257 |
| - Junk/Trash/Debris in Yard | 6 | 6 | 3 | 127 |
| - Object placed in right-of-way | 0 | 0 | 0 | 11 |
| - Parking of vehicles in front yard | 2 | 2 | 2 | 41 |
| - Exterior home maintenance | 1 | 1 | 2 | 83 |
| - Other (trash at curb early; signs; etc) | 3 | 3 | 0 | 0 |
| Properties mowed by City Contractor | 0 | 0 | 0 | 56 |
| Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed) | 0 | 0 | 0 | 5 |
| Signs in right-of-way removed | 59 | 59 | 82 | 670 |
| Violations abated by Code Officer | 3 | 3 | 3 | 48 |
| Citations Issued | 20 | 20 | 10 | - |



ACTIONS OF BOARDS, COMMISSIONS & CITY COUNCIL - DECEMBER

JANUARY 5, 2026 JOINT CITY COUNCIL & PLANNING AND ZONING COMMISSION WORK SESSION -

- Residential Design Standards & Anti-Monotony Code Review

JANUARY 6, 2026 PLANNING AND ZONING COMMISSION -

- No items scheduled

JANUARY 12, 2026 CITY COUNCIL -

- 2nd Reading - Good Ranch Tract 12 Rezoning A to BP-P, approved

JANUARY 20, 2026 PLANNING AND ZONING COMMISSION -

- Branched Out Gutters Site Plan, approved

JANUARY 26, 2026 CITY COUNCIL -

- No items scheduled

TENTATIVE UPCOMING MEETINGS - FEBRUARY

FEBRUARY 3, 2026 PLANNING AND ZONING COMMISSION -

- Meeting canceled - no items scheduled

FEBRUARY 9, 2026 CITY COUNCIL -

- 7Brew Site Plan - Appeal to City Council - Raymore Gateway Lot 2

FEBRUARY 11, 2026 BOARD OF ADJUSTMENT -

- 503 N. Prairie Lane Road - Garage Setback Variance (public hearing)

FEBRUARY 17, 2026 PLANNING AND ZONING COMMISSION -

- Prairie Acres Rezoning "A" to "RE" (public hearing)
- Prairie Acres Final Plat, Lot 1
- Creekside Ranch Final Plat
- Raymore Commerce Center Lot 2 Final Plat

FEBRUARY 23, 2026 CITY COUNCIL -

- 1st Reading - Raymore Commerce Center Lot 2 Final Plat
- 1st Reading - Creekside Ranch Final Plat
- 605 Hampstead Drive Utility Easement Vacation

JANUARY DEPARTMENT ACTIVITY & EVENTS -

- The regular meeting of the Planning and Zoning Commission for Tuesday, Jan. 6 was cancelled.
- The Planning and Zoning Commission met with the City Council in a joint-work session meeting on Monday, Jan. 5 to review ongoing work related to proposed anti-monotony design standards for new residential construction in the City.
- **Development Services held a Good Neighbor informational meeting on Jan. 8, 2025 at 4 p.m. at the Raymore Activity Center, 1011 S. Madison St., Raymore, MO 64083, for a [planning application](#) that was filed for the property located at 707 N. Prairie Lane Road.**

Property owner Kent Stark is requesting to subdivide and plat a 5 +/- acre lot that will be carved off the larger 60 +/- acre parcel identified as Parcel No. 04-01-12-000-000-028.000. The future 5 +/- acre lot will be rezoned to "RE" Rural Estate to accommodate the existing single-family home and accessory structures. The remaining balance of the land will retain its "A" Agricultural District zoning. **The Planning and Zoning Commission is scheduled to hold a public hearing on this request at their Feb. 17, 2026 meeting.**



- Economic Development Director Jordan Lea attended the Missouri Economic Development Council's public policy committee meeting.
- City staff attended the Raymore Chamber of Commerce Coffee N Conversations event hosted by Scooter's Coffee.
- Economic Development Director Jordan Lea and Development Services Director David Gress attended the Raymore Chamber of Commerce monthly board of directors meeting.

- Economic Development Director Jordan Lea attended the monthly Raymore Chamber of Commerce events committee meeting.
- The Planning and Zoning Commission met for a regular meeting on Tuesday, Jan. 20. The Commission reviewed and approved a site plan application for a new flex-commercial space development for local businesses [Branched Out](#) Gutters & Landscaping, proposed to be located at 236 N. Madison St.
- The City of Raymore was recognized as a Real World Learning (RWL) Champion at the annual Get On the Bus event. The City has connected with the LEAD Center through engaging in professional development workshops, hosting an intern and participating in a client-connected project. These experiences have been beneficial to both the students and the City. [Real World Learning](#) is a Kansas City initiative that works to prepare the region, students and employers for the future. Through immersive experiences like projects and internships with leading business partners in our region, students get a head start on achieving their career goals.



- Economic Development Director Jordan Lea attended the Kansas City Area Development Council’s quarterly Investor Access event.
- Development Services Director David Gress and Economic Development Director Jordan Lea attended the Raymore Chamber of Commerce’s monthly membership luncheon.
- Economic Development Director Jordan Lea attended the Missouri Economic Development Council’s weekly legislative update call.

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

| | | | | |
|---|-------|---|--|--------------------------|
| <u>I. COURT INFORMATION</u> | | Municipality: Raymore Municipal | Reporting Period: Jan 1, 2026 - Jan 30, 2026 | |
| Mailing Address: 100 MUNICIPAL CIRCLE, RAYMORE, MO 64083 | | | | |
| Physical Address: 100 MUNICIPAL CIRCLE, RAYMORE, MO 64083 | | | County: Cass County | Circuit: 17 |
| Telephone Number: (816)3311712 | | Fax Number: | | |
| Prepared by: Angela Davis | | E-mail Address: | | |
| Municipal Judge: | | | | |
| <u>II. MONTHLY CASELOAD INFORMATION</u> | | | | |
| | | Alcohol & Drug Related Traffic | Other Traffic | Non-Traffic Ordinance |
| A. Cases (citations/informations) pending at start of month | | 68 | 1,397 | 566 |
| B. Cases (citations/informations) filed | | 1 | 143 | 43 |
| C. Cases (citations/informations) disposed | | | | |
| 1. jury trial (Springfield, Jefferson County, and St. Louis County only) | | 0 | 0 | 0 |
| 2. court/bench trial - GUILTY | | 0 | 3 | 5 |
| 3. court/bench trial - NOT GUILTY | | 0 | 0 | 2 |
| 4. plea of GUILTY in court | | 4 | 91 | 32 |
| 5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs) | | 0 | 39 | 0 |
| 6. dismissed by court | | 0 | 7 | 3 |
| 7. <i>nolle prosequi</i> | | 1 | 2 | 2 |
| 8. certified for jury trial (not heard in Municipal Division) | | 0 | 0 | 0 |
| 9. TOTAL CASE DISPOSITIONS | | 5 | 142 | 44 |
| D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9] | | 64 | 1,398 | 565 |
| E. Trial de Novo and/or appeal applications filed | | 0 | 0 | 0 |
| <u>III. WARRANT INFORMATION (pre- & post-disposition)</u> | | <u>IV. PARKING TICKETS</u> | | |
| 1. # Issued during reporting period | 84 | 1. # Issued during period | 0 | |
| 2. # Served/withdrawn during reporting period | 64 | <input type="checkbox"/> Court staff does not process parking tickets | | |
| 3. # Outstanding at end of reporting period | 1,384 | | | |

MUNICIPAL DIVISION SUMMARY REPORTING FORM

| | | |
|--------------------------|---------------------------------|--|
| COURT INFORMATION | Municipality: Raymore Municipal | Reporting Period: Jan 1, 2026 - Jan 30, 2026 |
|--------------------------|---------------------------------|--|

| <u>V. DISBURSEMENTS</u> | | | |
|---|--------------------|--|------------|
| Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation) | | Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees. | |
| Fines - Excess Revenue | \$13,896.50 | Court Automation | \$1,153.09 |
| Clerk Fee - Excess Revenue | \$1,366.91 | Law Enf Arrest-Local | \$200.00 |
| Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue | \$42.15 | Overpayments Detail Code | \$450.00 |
| Bond forfeitures (paid to city) - Excess Revenue | \$95.00 | Total Other Disbursements | |
| Total Excess Revenue | \$15,400.56 | Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited | |
| Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation) | | Bond Refunds | |
| Fines - Other | | Total Disbursements | |
| Clerk Fee - Other | | | |
| Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF | | | |
| Peace Officer Standards and Training (POST) Commission surcharge | | | |
| Crime Victims Compensation (CVC) Fund surcharge - Paid to State | | | |
| Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other | | | |
| Law Enforcement Training (LET) Fund surcharge | | | |
| Domestic Violence Shelter surcharge | | | |
| Inmate Prisoner Detainee Security Fund surcharge | | | |
| Restitution | | | |
| Parking ticket revenue (including penalties) | | | |
| Bond forfeitures (paid to city) - Other | | | |
| Total Other Revenue | | | |

Police/Emergency Management Report 2-09-26

- The Police Department is taking applications for the Spring Citizens Academy.
- Academy dates are from March 11 - April 29th @ 6:00 PM.
- A few of examples of topics that will be covered during the 8 week session:
 - Raymore City Ordinances,
 - Communications,
 - Missouri Criminal Code
 - Patrol Tactics / Procedures,
 - Records, Property, and Evidence,
 - Animal Control,
 - Investigations,
 - Community Interaction Program

The Citizens Academy is a great opportunity for community members to get a better understanding of the Police Department, hands on experiences, and have direct interaction with the officers.

Basic Requirements

- Live or work in Raymore
- Be at least 18 years of age
- No criminal history
- Be available once weekly in the evening

To obtain an application please contact Community Outreach Officer Parker Pruettt at 816-892-3042 or at ppruettt@raymore.com.

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, JANUARY 26, 2026, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS BAKER, BARBER, BURKE III, CIRCO, ENGERT, HOLMAN, AND MILLS. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY CLERK ERICA HILL.

1. Call to Order

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

2. Roll Call

City Clerk Erica Hill called roll; quorum present to conduct business. Councilmember Abdelgawad was absent.

3. Pledge of Allegiance

4. Presentation/Awards

5. Personal Appearances

6. Staff Reports

Public Works Director Trent Salsbury reviewed the staff report included in the Council packet. He provided an update on the status of the streets as a result of the recent snow event. Councilmember Holman thanked staff for their work on clearing the streets.

Parks and Recreation Director Nathan Musteen reviewed the staff report included in the Council packet. He answered questions from Council.

Communications Director Melissa Harmer reviewed the staff report included in the Council packet.

City Manager Jim Feuerborn reviewed items for the February 2 work session.

7. Committee Reports

8. Consent Agenda

A. City Council Regular Meeting minutes, January 12, 2026

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

DISCUSSION: None

| | | |
|--------------|--------------------------|--------|
| VOTE: | Councilmember Abdelgawad | Absent |
| | Councilmember Baker | Aye |
| | Councilmember Barber | Aye |
| | Councilmember Burke III | Aye |
| | Councilmember Circo | Aye |
| | Councilmember Engert | Aye |
| | Councilmember Holman | Aye |
| | Councilmember Mills | Aye |

9. Unfinished Business

A. Intergovernmental Agreement with the Belton Police Department Municipal Jail

BILL 4010: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ESTABLISHING AN INTERGOVERNMENTAL AGREEMENT WITH THE BELTON POLICE DEPARTMENT MUNICIPAL JAIL TO PROVIDE INMATE HOUSING."

City Clerk Erica Hill conducted the second reading of Bill 4010 by title only.

MOTION: By Councilmember Holman, second by Councilmember Burke III to approve the second reading of Bill 4010 by title only.

DISCUSSION: None

| | | |
|--------------|--------------------------|--------|
| VOTE: | Councilmember Abdelgawad | Absent |
| | Councilmember Baker | Aye |
| | Councilmember Barber | Aye |
| | Councilmember Burke III | Aye |
| | Councilmember Circo | Aye |
| | Councilmember Engert | Aye |
| | Councilmember Holman | Aye |
| | Councilmember Mills | Aye |

Mayor Turnbow announced the motion carried and declared Bill 4010 as **Raymore City Ordinance 2026-005.**

B. Award of Contract - Website Hosting and Design

BILL 4009: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH REVIZE LLC FOR WEBSITE DESIGN AND HOSTING SERVICES."

City Clerk Erica Hill conducted the second reading of Bill 4009 by title only.

MOTION: By Councilmember Holman, second by Councilmember Burke III to approve the second reading of Bill 4009 by title only.

DISCUSSION: None

| | | |
|--------------|--------------------------|--------|
| VOTE: | Councilmember Abdelgawad | Absent |
| | Councilmember Baker | Aye |
| | Councilmember Barber | Aye |
| | Councilmember Burke III | Aye |
| | Councilmember Circo | Aye |
| | Councilmember Engert | Aye |
| | Councilmember Holman | Aye |
| | Councilmember Mills | Aye |

Mayor Turnbow announced the motion carried and declared Bill 4009 as **Raymore City Ordinance 2026-006.**

C. Budget Amendment Website Hosting and Design Services

BILL 4011: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE FISCAL YEAR 2026 OPERATING BUDGET, FOR THE PURCHASE OF WEBSITE DESIGN AND HOSTING SERVICES IN THE AMOUNT OF \$68,500."

City Clerk Erica Hill conducted the second reading of Bill 4011 by title only.

MOTION: By Councilmember Holman, second by Councilmember Burke III to approve the second reading of Bill 4011 by title only.

DISCUSSION: None

| | | |
|--------------|--------------------------|--------|
| VOTE: | Councilmember Abdelgawad | Absent |
| | Councilmember Baker | Aye |
| | Councilmember Barber | Aye |
| | Councilmember Burke III | Aye |
| | Councilmember Circo | Aye |
| | Councilmember Engert | Aye |
| | Councilmember Holman | Aye |
| | Councilmember Mills | Aye |

Mayor Turnbow announced the motion carried and declared Bill 4011 as **Raymore City Ordinance 2026-007.**

10. New Business

A. Award of Contract - Pavement Condition Index Survey

BILL 4007: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH APPLIED RESEARCH ASSOCIATES, INC. FOR A PAVEMENT

CONDITION INDEX SURVEY, CITY PROJECT NUMBER 26-483-301 IN THE AMOUNT OF \$59,100.00 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Erica Hill conducted the first reading of Bill 4007 by title only.

Public Works Director Trent Salsbury reviewed the information included in the Council packet. This contract is for the completion of a Pavement Condition Index. This survey will provide pavement condition data on all city streets to guide the street preservation programs. The information will be collected and provided to staff in a format that can be incorporated into the City's current GIS data. Staff reviewed the two statements of qualification that were submitted and recommended the City retain the services of Applied Research Associates, INC. to provide the Pavement Condition Survey. They will provide a pavement condition index, international roughness survey, and street view data.

Mayor Turnbow asked how long the process should take. Mr. Salsbury stated two to three months for the final product.

Councilmember Mills asked if this information will be integrated into the website. Mr. Salsbury stated yes, through maps and our GIS system.

MOTION: By Councilmember Holman, second by Councilmember Burke III to approve the first reading of Bill 4007 by title only.

DISCUSSION: Councilmember Holman stated most state DOTs use a similar system.

Councilmember Burke stated this is objective information versus subjective information.

| | | |
|--------------|--------------------------|--------|
| VOTE: | Councilmember Abdelgawad | Absent |
| | Councilmember Baker | Aye |
| | Councilmember Barber | Aye |
| | Councilmember Burke III | Aye |
| | Councilmember Circo | Aye |
| | Councilmember Engert | Aye |
| | Councilmember Holman | Aye |
| | Councilmember Mills | Aye |

B. Award of Contract - Willow Hills Storm Culvert Repairs

BILL 4008: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH KB CONSTRUCTION SERVICES, LLC FOR THE REPLACEMENT OF TWO CULVERT PIPES IN THE WILLOW HILLS NEIGHBORHOOD, CITY PROJECT NUMBER 26-481-202 IN THE AMOUNT OF \$29,949.74 AND

AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

City Clerk Erica Hill conducted the first reading of Bill 4009 by title only.

Public Works Director Trent Salsbury reviewed the information included in the Council packet. This project will replace two culverts in the Willow Hills neighborhood that have reached the end of their service life. The project will also install rip-rap to prevent erosion in the Park Place neighborhood. The City received six bids on December 23, 2025. KB Construction Services LLC was determined to be the lowest and best bidder. Staff recommends the contract for the Willow Hills Culvert Repair Project be awarded to KB Construction Services LLC in the amount of \$29,949.74.

Councilmember Mills stated their bid amount was higher than this contract is being awarded. Mr. Salisbury and City Manager Jim Feuerborn stated there is typically a unit price and a total price listed and the bidders sometimes miscalculate.

MOTION: By Councilmember Holman, second by Councilmember Burke III to approve the first reading of Bill 4008 by title only.

DISCUSSION: None

| | | |
|--------------|--------------------------|--------|
| VOTE: | Councilmember Abdelgawad | Absent |
| | Councilmember Baker | Aye |
| | Councilmember Barber | Aye |
| | Councilmember Burke III | Aye |
| | Councilmember Circo | Aye |
| | Councilmember Engert | Aye |
| | Councilmember Holman | Aye |
| | Councilmember Mills | Aye |

11. Public Comment

LaVon Holley, 219 Lakeshore Drive, stated she does not support any type of ICE facility in Raymore, noting rumors that a potential warehouse is under consideration.

Mayor Turnbow noted the rumor is false.

12. Mayor/Council Communication

Mayor Turnbow and Councilmembers thanked Ms. Holley for speaking and thanked staff for the snow removal efforts.

Mayor Turnbow stated he has offered opinions regarding pending legislation. House Bill 2761 has been proposed to abolish solid waste management districts

in Missouri. He stated these districts have been refined over the past year and can help communities find alternative ways to handle solid waste and feels abolishing these districts would be a step backward. Senate Bill 1087 deals with failure to appear charge in courts. The secondary charge of failure to appear was eliminated in 2014 due to misuse in the St. Louis area. He stated our warrant numbers are growing as people realize there is no recourse for them to take care of charges levied against them. This Bill gives authority to address failure to appear on certain charges by issuing a warning letter and potential recourse through the Department of Revenue.

13. Adjournment

MOTION: By Councilmember Holman, second by Councilmember Burke III to adjourn.

| | | |
|--------------|--------------------------|--------|
| VOTE: | Councilmember Abdelgawad | Absent |
| | Councilmember Baker | Aye |
| | Councilmember Barber | Aye |
| | Councilmember Burke III | Aye |
| | Councilmember Circo | Aye |
| | Councilmember Engert | Aye |
| | Councilmember Holman | Aye |
| | Councilmember Mills | Aye |

The regular meeting of the Raymore City Council adjourned at 6:32 p.m.

Respectfully submitted,

Erica Hill
City Clerk

RESOLUTION 26-02

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE 2025 STREET PRESERVATION PROJECT NUMBER 24-471-201."

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

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

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

Section 1. 2025 Street Preservation Project is accepted.

Section 2. The final payment in the amount of \$82,614.63 is approved.

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

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

DULY READ AND PASSED THIS 9TH DAY OF FEBRUARY, 2026, BY THE FOLLOWING VOTE:

- Councilmember Abdelgawad
- Councilmember Baker
- Councilmember Barber
- Councilmember Burke III
- Councilmember Circo
- Councilmember Engert
- Councilmember Holman
- Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



RAYMORE

come home to more

CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 1/26/2026
SUBMITTED BY: Trent Salsbury DEPARTMENT: Public Works
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - Pavement Condition Index Survey (pg 22)

STRATEGIC PLAN GOAL / STRATEGY

6.2 Ensure capital planning efforts align with the growth and maintenance needs of the community.

FINANCIAL IMPACT

| | |
|-----------------------------|--|
| Award To: | Applied Research Associates. INC. |
| Amount of Request/Contract: | \$59,100 |
| Amount Budgeted: | \$60,000 |
| Funding Source/Account: | \$30,000 from Fund 36, \$15,000 from Fund 46 & \$15,000 from Fund 37 |

PROJECT TIMELINE

| | |
|----------------------|--------------------|
| Estimated Start Date | Estimated End Date |
| 3/30/2026 | 7/3/2026 |

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 4007
2. ARA Proposal
3. Contract

BACKGROUND / JUSTIFICATION

Staff issued a Request for Qualifications to provide a Pavement Condition Index Survey for all roads within the city limits of Raymore. The following firms submitted a response:

Applied Research Associates, INC.
Quality Engineering Solutions, INC.

Staff reviewed the statement of qualifications that were submitted and recommends the City retain the services of Applied Research Associates, INC. to provide the Pavement Condition Survey. Applied Research Associates, INC. will provide a pavement condition index, international roughness survey, and street view data.

BILL 4007

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH APPLIED RESEARCH ASSOCIATES, INC. FOR A PAVEMENT CONDITION INDEX SURVEY, CITY PROJECT NUMBER 26-483-301 IN THE AMOUNT OF \$59,100.00 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, this project is included in the FY 2026 Capital Budget; and,

WHEREAS, bids for this project were received on December 9, 2025; and,

WHEREAS Applied Research Associates, INC. has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is directed to enter into a contract in the amount of \$59,100.00 with Applied Research Associates, INC. for a Pavement Condition Index Survey, attached as Exhibit A.

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

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

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

DULY READ THE FIRST TIME THIS 26TH DAY OF JANUARY, 2026.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 9TH DAY OF FEBRUARY, 2026, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



City of Raymore
Kim Quade, CPPB
Purchasing Specialist
100 Municipal Circle
Raymore, Missouri 64083

December 9, 2025

Subject: **Proposal for Pavement Condition Index Survey (26-483-301)**
City of Raymore, MO

Dear Ms. Quade,

Applied Research Associates, Inc. (ARA) is pleased to respond to the City of Raymore's Request for Qualification and Quote regarding your Pavement Condition Index Survey.

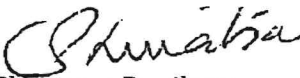
ARA is the premier service provider of pavement and roadway asset management services, including pavement condition surveys and evaluation, performance modeling, pavement condition forecast, maintenance and rehabilitation design with different budget scenarios, and asset management tools. This submittal demonstrates our vast experience in providing pavement and asset data collection and management services for a variety of clients in the U.S.


ARA understands that the City requires pavement condition survey on Raymore's street network that includes approximately 140.88 centerline miles of pavement. ARA will work with the City to obtain their current GIS centerline data and utilize this for pavement data collection using automated methodology to determine Pavement Condition Index (PCI) ratings for all City Streets. ARA will also simultaneously conduct automated pavement roughness survey to determine IRI values for all the surveyed streets. This information will be provided to the City that will be compatible with the City's existing GIS database, the pavement distress survey and roughness survey will be processed and appended to the City's existing street centerline file.

ARA has extensive experience working with clients across the US and is confident in not only meeting but exceeding the needs and expectations of the City.

If you have any questions or need additional information, please do not hesitate to contact us.

Sincerely,


Shrivatsa Ravikumar
Senior Engineer


Jason Bittner MPA, PMP
Division Manager



COMPANY INFORMATION – PROFESSIONAL QUALIFICATIONS

Applied Research Associates, Inc. (ARA) is an employee-owned, internationally recognized engineering, research, and technology deployment firm that features a transportation sector focused on municipal government pavement engineering and infrastructure management. Founded in Albuquerque in 1979, ARA has grown steadily and now has offices throughout North America, including pavement focused offices in **Illinois, Texas, Florida, California, Maryland, Pennsylvania, and Washington D.C. and Canada.** With over 2,200 employees (**approximately 150 pavement-focused staff and a fleet of pavement condition assessment equipment**), most of whom have advanced degrees in engineering and the physical sciences, we have the breadth to tackle the most challenging technical problems.

ARA's founder was a key member of the team that developed methodology that was the basis for the ASTM D6433 standard, the Pavement Condition Index (PCI) survey

ARA has **over 45 years** of experience in pavement engineering, and ARA engineers and scientists have played key roles in the development of many currently in-use pavement management technologies. Our staff were leaders in pioneering the widely used Pavement Condition Index (PCI) standard and the ongoing development of vehicle-based data collection systems and evaluation methodologies. ARA has performed pavement condition surveys using various methodologies – windshield surveys,

standard PCI surveys based on ASTM D6433, modified PCI surveys using sample images, all the way to surveying using automated methods, including Artificial Intelligence models.

We have provided pavement and asset condition services for hundreds of municipal, state, federal, military, and private organizations. ARA engineers also have experience in software development and implementation for pavement and asset management. ARA has worked with existing commercial software services like PAVER, DOT, and StreetSaver, which have a full range of costs and capabilities.

ARA's Transportation Sector Headquarters is in Champaign, Illinois, where more than 20 professionals innovate on pavement testing, asset management, and pavement software development. Having these diverse capabilities in one location sets us apart from our competitors and will greatly benefit the City. Figure 1 shows ARA's testing equipment and personnel resources.

ARA's Transportation Headquarters is in Champaign, IL, and we have extensive experience with pavement and asset data collection in various cities and counties across the country including Missouri

ARA is prequalified with IDOT in Special Studies – Pavement Analysis and Evaluation

ARA is a licensed Design Firm – Professional Engineering in the State of Illinois



Figure 1. ARA Pavement testing equipment and personnel resources

On average, annually ARA has performed 72 pavement evaluation projects across the nation for the past 10 years. ARA has collected pavement condition and asset data for various counties and cities across the country, including Missouri, Illinois, Indiana, Texas, Georgia, Florida, California, Washington, Pennsylvania, West Virginia, Virginia, North and South Carolina. We have also worked with Missouri DOT on pavement condition survey and Pavement Condition Index (PCI) ratings. ARA worked with St. Louis County, MO on a GIS-based software implementation for the DOT-US software.

As a part of the Chicago Metropolitan Agency for Planning (CMAP) project, ARA has provided pavement management services to about forty (40) agencies in the Chicago metropolitan area, as well as more than 1,800 miles of Federal Aid/Local jurisdiction. ARA has also performed pavement data collection services for other dense urban networks across the nation, such as Nashville, Indianapolis, and San Antonio.

These implementations include pavement data collection and rating, as well as developing a multi-year capital improvement plan with multiple funding scenarios, integrating the pavement condition data into the agency compatible GIS shapefiles.

PROJECT APPROACH AND UNDERSTANDING

Applied Research Associates, Inc. (ARA) understands that the City requires automated pavement condition survey on approximately 140.88 centerline miles of paved roadway within the city limits to develop a final Pavement Condition Index (PCI) rating as well as to determine International Roughness Index (IRI) for all City streets.

COORDINATION WITH CITY STAFF

ARA will coordinate with the City for a project kickoff meeting to briefly discuss the following items:

- General project management
- Review project objectives
- Project schedule
- Specific deliverable requirements
- GIS shapefile
- Network Segmentation

ARA will coordinate with the City to obtain their current GIS centerline data to prepare for data collection and then conduct automated pavement condition survey to determine PCI ratings for all City streets.

PAVEMENT DATA COLLECTION

After the kickoff meeting with the City Staff and data review, ARA will create a routing plan for pavement data collection. ARA houses multiple Digital Survey Vehicles (DSV) that are used across the country for pavement condition data collection. For this specific project, ARA believes that City will benefit greatly by the use of our state-of-the art Pathrunner vehicle that we recently acquired via our exclusive partnership with Pathways Services Inc. They provide statewide data collection services to nearly 30 states across the US. This strategic equipment acquisition is geared towards enhancing and adding to ARA's existing capabilities, ensuring we continue to provide detailed and accurate data in our pavement assessment projects. ARA currently owns and operates two PathRunner vehicles, shown in Figure 2.

The PathRunner system includes an on-board Global Positioning System (GPS) and an Inertial Measurement Unit (IMU) to ensure accurate position data. The GPS system integrates with real-time processing software to provide sub-meter location accuracy. The GPS/IMU combination maintains location accuracy even in challenging terrain like mountains, tunnels, or urban canyons. This system integrates with the routing software to guide operators during data collection. The map displays the vehicle's current position and differentiates between completed and pending routes. Additionally, PathRunner is equipped with a custom wheel-mounted Distance Measuring Instrument (DMI) that measures distance with an accuracy of +/-0.1%. This DMI system can measure distances with precision, supports diagnostics, and integrates with GPS for calibration. It also maintains its functionality at speeds up to 70 mph.

The various features of the PathRunner vehicle are given below:

- High-resolution right-of-way video log images
- High-resolution pavement surface images



- 3D pavement & distress data which meets or exceeds LCMS (Laser Crack Measurement System) collection systems offered by other vendors
- Roughness data – IRI /MIRI/ RN
- Condition Index: PCI (ASTM D6433, and ASTM E3303)
- Rutting / transverse profile data
- Faulting data
- Road geometrics
- GPS / IRS spatial data
- Automated crack detection / semi-automated distress ratings (including LTPP, joints, raveling, and DOT-customized requests)



Figure 2. ARA's Pathrunner Vehicle

ARA understands that any rating and analysis is only as good as the quality of data collected. Quality control checks will be incorporated to ensure the accuracy and consistency of the sensors, quality of collected images, and coverage of the City's pavement network.

As part of the scope for this project, specific quality control checks will include:

- GIS coverage checks from collected images to ensure no areas were missed,
- Visual image quality checks to check for acceptable focus and clarity,
- Data range checks for acceptable data from vehicle sensors,
- Quality checks on 10% of the data to confirm the validity of the PCI scores.

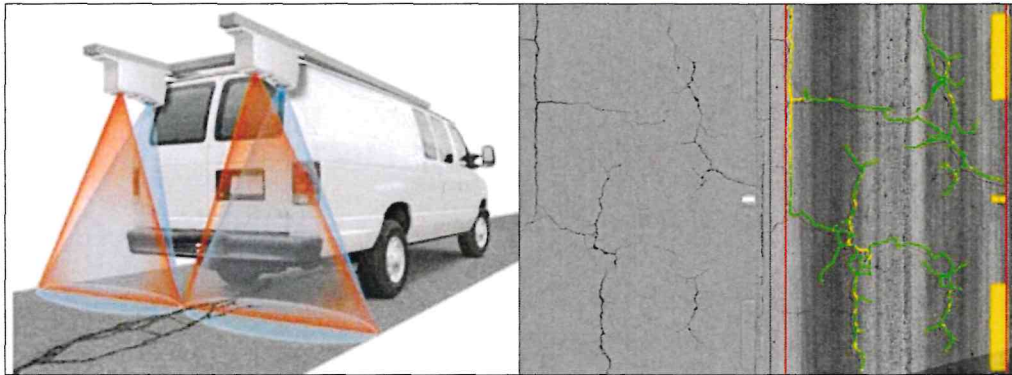


Figure 3. Schematic of 3D Collection, Range Imagery, and Crack Detection

AUTOMATED PAVEMENT CONDITION SURVEY

Once the digital data has been collected and processed, ARA technicians will perform a modified PCI survey (automated) to determine the pavement condition based on the **ASTM D6433** methodology. The distress quantities processed from the DSV will be aggregated to calculate the PCI score. These PCI values will be for the length of the roadway from logical termini to termini. Each pavement section will be rated based on the PCI scale of 0 to 100. ARA will perform QA checks on at least 10% of the mileage to confirm the validity of the PCI scores.

At minimum, the following distresses will be surveyed and reported:

- Alligator Cracking
- Bleeding
- Block Cracking
- Corrugations
- Edge Cracking
- Longitudinal and Transverse Cracking
- Patching and Utility Cut Patching
- Potholes
- Rutting
- Weathering and Raveling

ARA will utilize our collected profiler data to conduct automated pavement roughness survey to determine IRI values for all City Streets.

At no extra cost to the City, ARA will provide an integrated web-based solution for the City to view all collected image data. The software is called **PathWeb**, offered directly by Pathway Systems, and is a widely used web-based data and image viewer as shown in Figure 4. A single unlimited, annually maintained license (covered by ARA) will allow authorized City staff to view images or perform Quality Control and Quality Assurance from anywhere with an internet connection.

All collected data is GIS integrated and includes multiple windows showing the ROW cameras, 360° Streetview, a map window, transverse profile at any selected location, IRI graph, and pavement surface images. The web-based approach leverages Google Maps, ESRI, Microsoft (Bing Maps) or City-owned orthographic photos. To facilitate administration and

website security, access to this data is granted only to verified users by implementing an “invite only” access policy and requiring email and password credentials.

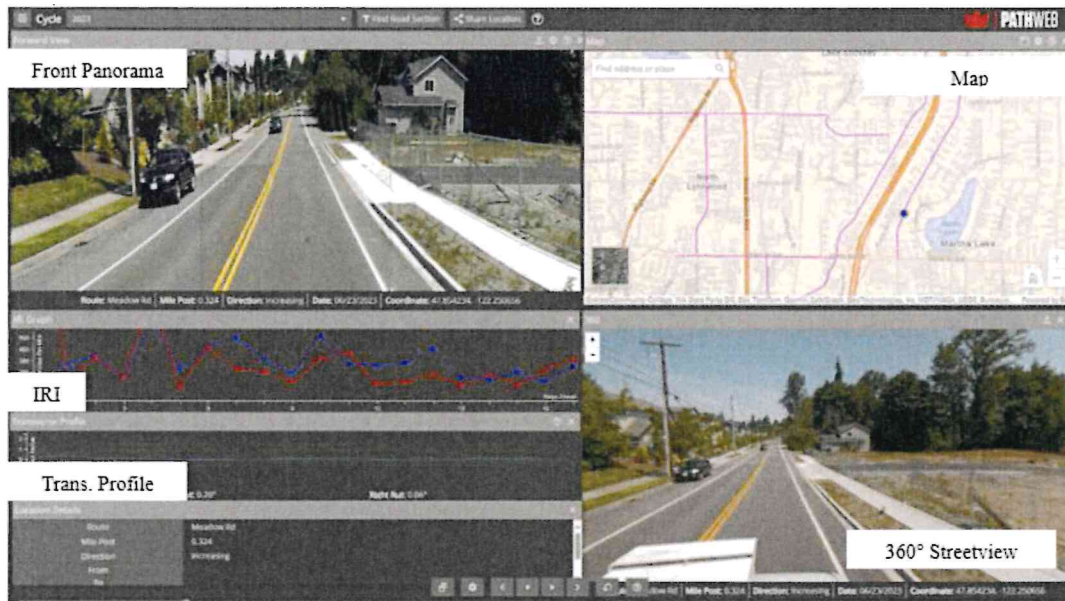


Figure 4. PathWeb interface showing ROW images, downward images, GIS-interactive maps, and longitudinal and transverse profile of the road.

PathWeb allows IRI, rutting, and other data types to be color coded by severity to provide condition maps in a matter of seconds. PathWeb also provides image display in full resolution or thumbnail resolution. PathWeb includes the HD+ video log images and the 3D surface images. All collected data is hosted at Pathway’s cutting edge data center (cloud-based at no additional cost to the City). A major advantage of the PathWeb interface is its ability to incorporate map services, KML, and shapefile formats. All three file types are industry standards for use with almost every major GIS application (such as ESRI), providing unmatched flexibility to integrate and display location information for items of interest, such as friction-test values, signage, surface treatments, bridges, pavement breaks, counting devices, etc. These files can be loaded onto the web data server for a simple, toggled display right on top of the satellite image in just a matter of seconds.

ARA will ensure that minimal City staff time and resources will be required for this project. ARA expects most of the staff time will be required during the project set-up phase to ensure ARA has a full inventory of pavements and both parties have a clear understanding of the project goals and expectations of the project. ARA will ensure City staff are regularly updated throughout the project through timely correspondence, project updates, and virtual meetings as desired by the City.

FINAL DELIVERABLES

ARA will, at minimum, provide

- All survey data, compatible with the City’s GIS database
- Pavement Distress Survey appended to the City’s existing street centerline file
- Roughness survey data (IRI) appended to the City’s existing street centerline file

QUALIFICATION FORM A

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

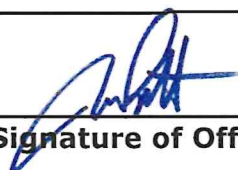
FIRM NAME: Applied Research Associates, Inc.

ADDRESS: 100 Trade Center Dr.
Street

ADDRESS: Champaign, IL. 61820
City State Zip

PHONE: 608.274.6409

E-MAIL: jbittner@ara.com

DATE: 12/2/2025
(Month-Day-Year)  **Signature of Officer/Title**

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

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

Check One:

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

QUALIFICATION FORM B

DISCLOSURES

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

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

BA 1/22/126

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

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

Legal Matters

1. Claims, Judgments, Lawsuits: Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Firm in the past 48 months?

Yes No If yes, provide details in an attachment.

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

Yes No If yes, provide details in an attachment.

Required Representations

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

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

QUALIFICATION FORM C

RFQu 26-483-301

EXPERIENCE / REFERENCES

Please provide a minimum of five references where your firm has performed similar work to what is being requested in the RFQu and within the past 12 months. Please include ONLY the following information:

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

*Please list any Municipalities that you have done work for in the past 48 months.

| | |
|---|--|
| COMPANY NAME | Chicago Metropolitan Area for Planning (CMAP) |
| ADDRESS | 233 S. Wacker Drive, Ste 800, Chicago, IL 60606 |
| CONTACT PERSON | Penny A. DuBernat |
| CONTACT EMAIL | PDubernat@cmmap.illinois.gov |
| TELEPHONE NUMBER | (312) 386-8756 |
| PROJECT, AMOUNT AND DATE COMPLETED | Chicago Metropolitan Area for Planning (CMAP) Pavement Management System 2018 - Ongoing (Multiyear Project) Total Amount: ~\$1,500,000 |

| | |
|---|--|
| COMPANY NAME | McHenry Department of Transportation |
| ADDRESS | 16111 Nelson Rd, Woodstock, IL 60098 |
| CONTACT PERSON | Jeremy Stull, P.E. |
| CONTACT EMAIL | JRStull@mchenrycountyil.gov |
| TELEPHONE NUMBER | (815) 334-4967 |
| PROJECT, AMOUNT AND DATE COMPLETED | McHenry County Pavement Management System 2009 - 2024 Total Amount: ~\$822,000 |

| | |
|---|--|
| COMPANY NAME | Will County |
| ADDRESS | 16847 W. Laraway Rd., Joliet, IL 60422 |
| CONTACT PERSON | Brian Gieseke, P.E. |
| CONTACT EMAIL | bgieseke@willcountyllinois.com |
| TELEPHONE NUMBER | (815) 727-8476 |
| PROJECT, AMOUNT AND DATE COMPLETED | Will County Pavement Management System 2019 - Ongoing (Multiple Projects) Total Amount: ~\$234,900 |

| | |
|---|---|
| COMPANY NAME | DuPage County |
| ADDRESS | 421 North County Farm Road, Wheaton, IL 60187 |
| CONTACT PERSON | John Loper |
| CONTACT EMAIL | John.Loper@dupagecounty.gov |
| TELEPHONE NUMBER | (630) 407-6700 |
| PROJECT, AMOUNT AND DATE COMPLETED | DuPage County Pavement Management System 2010 - 2024 Total Amount: ~\$870,000 |

| | |
|---|---|
| COMPANY NAME | Kane County |
| ADDRESS | 41W011 Burlington Road, St. Charles, IL 60175 |
| CONTACT PERSON | Candace Thomas |
| CONTACT EMAIL | ThomasCandance@co.kane.il.us |
| TELEPHONE NUMBER | (630) 406-7355 |
| PROJECT, AMOUNT AND DATE COMPLETED | Kane County Pavement Management System 2010-2018 Total Amount: ~\$544,000 |

State the number of Years in Business: 46

State the current number of personnel on staff: 2,260

| | |
|---|---|
| COMPANY NAME | City of McHenry |
| ADDRESS | 1415 Industrial Drive. McHenry, IL 60050 |
| CONTACT PERSON | Greg Gruen, P.E. |
| CONTACT EMAIL | ggruen@cityofmchenry.org |
| TELEPHONE NUMBER | (815) 363-2185 |
| PROJECT, AMOUNT AND DATE COMPLETED | City of McHenry Pavement Management System 2024-2025 Total Amount: \$55,600 |

| | |
|---|--|
| COMPANY NAME | Town of Normal |
| ADDRESS | 1 Uptown Circle, Normal IL, 61761 |
| CONTACT PERSON | Zachary Wall, P.E. |
| CONTACT EMAIL | zwall@normal.org |
| TELEPHONE NUMBER | (309) 454-9743 |
| PROJECT, AMOUNT AND DATE COMPLETED | Town of Normal Pavement Management System 2025-Ongoing Total Amount: \$109,900 |

AFFIDAVIT

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

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

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

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

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

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

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

Name/Consultant:
Jason Bittner

Company:
Applied Research Associates, Inc.

Address:
100 Trade Center Dr., Champaign IL, 61820

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Consultant is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project #26-483-301

- 3 Consultant does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
- 4 Attached hereto is documentation affirming Consultant's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Applied Research Associates, Inc.

(Company Name)



Signature

Name: Jason Bittner

Title: Vice President and Division Manager

Subscribed and sworn to before me this 2nd day of December, 2025.

STATE OF Illinois COUNTY OF Champaign

Notary Public: Jennifer L. Mitchaner

My Commission Expires: 06/26/2027



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

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

Company ID Number: 272107

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Applied Research Associates, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

Company ID Number: 272107

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative

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nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

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6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking

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adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as

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authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the

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contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

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ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible

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after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take

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mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



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

Employer Applied Research Associates, Inc.

Beth Rayner

Name (Please Type or Print)

Title

Electronically Signed

Signature

11/02/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

11/02/2009

Date



Company ID Number: 272107

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Applied Research Associates, Inc.

Company Facility Address: 4300 San Mateo BLVD NE

Suite 220A

Albuquerque, NM 87110

Company Alternate
Address:

County or Parish: BERNALILLO

Employer Identification

Number: 850276434

North American Industry
Classification Systems

Code: 541

Parent Company: _____

Number of Employees: 1,000 to 2,499

Number of Sites Verified

for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- NEW MEXICO 1 site(s)

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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

| | | | |
|-------------------|-------------------------|-------------|-------------------------|
| Name: | Beth A Rayner | Fax Number: | (505) 816 - 6404 |
| Telephone Number: | (505) 881 - 8074 | | |
| E-mail Address: | brayner@ara.com | | |

| | | | |
|-------------------|--------------------------|-------------|-------------------------|
| Name: | Dominique Atencio | Fax Number: | (505) 816 - 6404 |
| Telephone Number: | (505) 881 - 8074 | | |
| E-mail Address: | datencio@ara.com | | |

| | | | |
|-------------------|--------------------------|-------------|-------------------------|
| Name: | Jill Robinson | Fax Number: | (505) 881 - 8074 |
| Telephone Number: | (505) 881 - 8074 | | |
| E-mail Address: | jrobinson@ara.com | | |

| | | | |
|-------------------|-------------------------|-------------|-------------------------|
| Name: | Beth James | Fax Number: | (505) 816 - 6404 |
| Telephone Number: | (505) 881 - 8074 | | |
| E-mail Address: | bjames@ara.com | | |



CITY OF RAYMORE
CONTRACT FOR PROFESSIONAL SERVICES

Pavement Condition Index Survey

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 19th day of January, 2026 between Applied Research Associates, an entity organized and existing under the laws of the State of Illinois, with its principal office located at 100 Trade Centre Drive Suite 200 Champaign IL 61820, hereafter referred to as the **Consultant**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto.

In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of February 9, 2026 coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Consultant agrees to perform all work and provide all deliverables as specified in and according to the Request for Qualifications/Quote RFQu #26-483-301 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to the Contract Agreement set forth here. Consultant agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications,

terms and conditions as set forth within RFQu # 26-483-301 including insurance and termination clauses as needed or required. The work as specified in Appendix A, may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall begin upon Council approval and City Manager's signature. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The City agrees to pay the Consultant, Applied Research Associates which is "not to exceed" \$59,100 dollars for completion of the work, subject to the provisions herein set. The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENT

The City agrees to pay the Consultant for the completed work as follows:

The Consultant shall provide the City with monthly billings for progress payments as the work is completed. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of the Consultant's work. The City will be the sole judge as to the sufficiency of the work performed. A 5% retainage will be held until acceptance of the project by the Raymore City Council, at which time final payment will be made.

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

ARTICLE V INSURANCE REQUIREMENTS

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

All policies for liability protection, bodily injury, or property damage shall include the City of Raymore as an additional insured as such respects operation under this contract (except for Worker's Compensation and Professional Liability coverage).

Consultant agrees to hold harmless and indemnify the City from any liability for damage, injury or death arising out of the work performance of the contract.

ARTICLE VI RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate a representative to render decisions on behalf of the City and on whose actions and approvals the Consultant may rely.

The Consultant's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Consultant), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Consultant. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Consultant shall agree upon any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

Consultant agrees to provide all services necessary to perform and complete the contract as specified. Consultant further agrees to keep and not change Project Manager and Project Team without notification and consent of the City.

Consultant will supervise and direct the work performed, and shall be responsible for his employees. Consultant will also supervise and direct the work performed by sub-Consultants and their employees and be responsible for the work performed by sub-Consultants hired by the Consultant.

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

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

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

ARTICLE VII TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, certified facsimile or email. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or e-mail.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Consultant at the address listed below. In the event this agreement is terminated, the City may hold as a retainer the amount needed to complete the work in accordance with Appendix B specifications.

ARTICLE VIII CONTRACT DISPUTES AND MEDIATION

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third party attorney in good standing and licensed to practice law in Missouri, to mediate the issue. Mediation shall be non-binding unless a written settlement agreement is reached. Costs of mediation shall be split equally between the parties. Failure of the parties to reach a resolution in mediation shall be a prerequisite to filing suit or initiating further action to resolve the dispute. In all cases where work on the project is not complete, the Contractor agrees to carry on with the work and to maintain the progress schedule during any dispute under this Contract unless otherwise mutually agreed in writing by the parties.

ARTICLE IX WARRANTY

Consultant shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with Appendix A specifications.

Consultant warrants that the goods shall be delivered free of the rightful claim of any third person by way of non-payment on the part of the Consultant for any tools and equipment in use or materials used and consumed on City property in completion of this agreement, and if City receives notice of any claim of such infringement, it shall, within ten [10] days, notify Consultant of such claim. If City fails to forward such notice to Consultant, it shall be deemed to have released Consultant from this warranty as to such claim.

ARTICLE X AFFIDAVIT of WORK AUTHORIZATION

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

* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

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

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

ARTICLE XI ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Consultant agrees that it has not relied upon any representations of Consultant as to the prospective

performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

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

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

SEAL)

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

SEAL)

APPLIED RESEARCH ASSOCIATES, INC.

By: _____
William R. Vavrik, Ph.D, P.E.
Senior Vice President

Title: _____

Attest: _____

Appendix A
Scope of Services

The actual 'scope of services' will be finalized during negotiations with the selected firm.

Appendix B
General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

Award of this contract is anticipated prior to the end of January 2026, with final process completed within 90 days.

C. *Insurance*

The Consultant shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with the work performed on behalf of the City of Raymore by the Consultant, its agents, representatives, employees or sub consultants. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. Claims made on policies must be enforce or that coverage purchased for three (3) years after contract completion date.

1. General Liability

Owners and Protective Liability.

Minimum Limits

General Liability:
Each Occurrence Limit

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

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

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

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

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

G. *Invoicing and Payment*

The Consultant shall submit invoices, in duplicate, for services outlined above in the scope of services under Appendix A.

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Raymore codes.

L. *Drug/Crime Free Work Place*

The Consultant acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Raymore property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. Any crimes committed while on City property.

The Consultant further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Raymore in addition to any criminal penalties that may result from such conduct.

M. *Inspection*

At the conclusion of each job order, the Consultant shall demonstrate to the Public Works Director or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Consultant at the Consultant's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Raymore.

N. *No Escalation of Fees*

The pricing of services contained in the contract for the selected Consultant shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

O. *Permits*

The successful Consultant shall be responsible for obtaining all permits, and for incurring all expenses associated with those permits, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Business License" required of all vendors doing business within the City limits of Raymore (unless otherwise directed by the City Clerk). This permit can be obtained from the office of the City Clerk, 100 Municipal Circle, Raymore, Missouri, 64083.

P. *Release of Information*

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

Q. *Rejection of Bids*

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

R. *Affidavit of Work Authorization and Documentation:*

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

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

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



RAYMORE

come home to more

CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 1/26/2026
SUBMITTED BY: Trent Salsbury DEPARTMENT: Public Works
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - Willow Hills Storm Culvert Repairs (pg 65)

STRATEGIC PLAN GOAL / STRATEGY

6.2 Ensure capital planning efforts align with the growth and maintenance needs of the community.

FINANCIAL IMPACT

| | |
|-----------------------------|------------------------------|
| Award To: | KB Construction Services LLC |
| Amount of Request/Contract: | \$29,949.74 |
| Amount Budgeted: | \$100,000.00 |
| Funding Source/Account: | Fund 46 |

PROJECT TIMELINE

| | |
|----------------------|--------------------|
| Estimated Start Date | Estimated End Date |
| 3/2/2026 | 4/17/2026 |

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 4008
2. KB Construction Proposal
3. Contract

BACKGROUND / JUSTIFICATION

This project will repair two stormwater culvert pipes in the Willow Hills Neighborhood. This project will also address a creek erosion issue in the Park Place Neighborhood.

The City received the following bids on December 23, 2025:

| | |
|------------------------------|-------------|
| G-B Construction | \$43,500.00 |
| KB Construction Services LLC | \$29,949.74 |
| TC Fuller Construction LLC | \$68,041.92 |
| Westland Construction, INC. | \$53,198.25 |
| Abay Construction INC. | \$46,143.00 |
| SB Wyatt Contracting INC | \$42,670.00 |

KB Construction Services LLC was determined to be the lowest and best bidder.

Staff recommends the contract for the Willow Hills Culvert Repair Project be awarded to KB Construction Services LLC in the amount of \$29,949.74.

BILL 4008

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH KB CONSTRUCTION SERVICES, LLC FOR THE REPLACEMENT OF TWO CULVERT PIPES IN THE WILLOW HILLS NEIGHBORHOOD, CITY PROJECT NUMBER 26-481-202 IN THE AMOUNT OF \$29,949.74 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, this project is included in the FY 2026 Capital Budget; and,

WHEREAS, bids for this project were received on December 23, 2025; and,

WHEREAS KB Construction Services, LLC has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is directed to enter into a contract in the amount of \$29,949.74 with KB Construction Services LLC for the Willow Hills Stormwater Culvert Repairs Project, attached as Exhibit A.

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

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

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

DULY READ THE FIRST TIME THIS 26TH DAY OF JANUARY, 2026.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 9TH DAY OF FEBRUARY, 2026, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

PROPOSAL FORM A
RFP 26-481-202

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: KB Construction Services LLC

ADDRESS: 22201 E. 175th St
Street

ADDRESS: Pleasant Hill MO 64080
City State Zip

PHONE: 816-255-5107

E-MAIL: KBCS816@gmail.com

DATE: 12/22/25 Blake Higgs
(Month-Day-Year) Signature of Officer/Title

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

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

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

PROPOSAL FORM B

RFP 26-481-202

CONTRACTOR DISCLOSURES

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

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

Legal Matters

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

Yes No If yes, provide details in an attachment.

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

Yes No If yes, provide details in an attachment.

Required Representations

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

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

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

PROPOSAL FORM C

RFP 26-481-202

EXPERIENCE / REFERENCES

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

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

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

| | |
|---|--|
| COMPANY NAME | Jamerson Homes LLC |
| ADDRESS | PO Box 99 Greenwood, MO 64034 |
| CONTACT PERSON | Mike Burns |
| CONTACT EMAIL | mb@jamersonhomesllc.com |
| TELEPHONE NUMBER | 816-501-4579 |
| PROJECT, AMOUNT AND DATE COMPLETED | Install septic system, \$19,500, June 1, 2025. |

| | |
|---|--|
| COMPANY NAME | Onwiler Contracting LLC |
| ADDRESS | S Hamilton Rd. Greenwood, MO 64034 |
| CONTACT PERSON | David Onwiler |
| CONTACT EMAIL | onwilercontracting@gmail.com |
| TELEPHONE NUMBER | 913-269-4550 |
| PROJECT, AMOUNT AND DATE COMPLETED | Site clearing, \$11,975, January 28, 2025. |

| | |
|---|--|
| COMPANY NAME | Wood Brothers Construction Inc. |
| ADDRESS | LSMO |
| CONTACT PERSON | Jud Wood |
| CONTACT EMAIL | woodbrothersinc@gmail.com |
| TELEPHONE NUMBER | 816-564-5024 |
| PROJECT, AMOUNT AND DATE COMPLETED | Basement excavation, 8500 sq. ft., \$48,800, December 8, 2025. |

| | |
|---|--|
| COMPANY NAME | JW Thomas LLC |
| ADDRESS | 14704 S. Hutt Rd. Lone Jack, MO 64070 |
| CONTACT PERSON | Jeff Boehm |
| CONTACT EMAIL | jeff@jw-thomas.com |
| TELEPHONE NUMBER | 816-588-3193 |
| PROJECT, AMOUNT AND DATE COMPLETED | Backfill basement & grading, excavation \$12,600 October 29, 2025 |

| | |
|---|--|
| COMPANY NAME | Frost Construction Company |
| ADDRESS | |
| CONTACT PERSON | Bob Frost |
| CONTACT EMAIL | frostconst@sbcglobal.net |
| TELEPHONE NUMBER | 816-305-2443 |
| PROJECT, AMOUNT AND DATE COMPLETED | Woodlands at Chapman Farms Phase 2 power \$32,750, November 14, 2025. |

State the number of Years in Business: 10

State the current number of personnel on staff: 4

PROPOSAL FORM D

RFP 26-481-202

Proposal of KB Construction Services, LLC., organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as KB Construction (*) an S corporation

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 25-476-201 – Edgewater 3rd Road Repairs.

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

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

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

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

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

BID PROPOSAL FORM E – Project No. 26-481-202

**Willow Hills Stormwater Culvert Rehab
Base Bid**

| Bid Item | Units | Estimated Quantities | Unit Price | Total Est. Price |
|--------------------------------|-------|----------------------|------------|------------------|
| Mobilization, Bonds, Insurance | EA | 1 | | 1,450 |
| 36" HDPE Pipe | LF | 60 | 243.33 | 14,630 |
| Concrete Street Patch | SY | 40 | 170 | 6,800 |
| Traffic Control | LS | 1 | | 950 |
| Creek Bank Stabilization | LS | 1 | | 2,850 |
| Rip Rap | SY | 14 | 160.71 | 2,250 |
| Restoration | LS | 1 | | 1050 |
| | | | | |
| | | | | |
| TOTAL | | | | 29,980 |

Company Name KB Construction

Total Base Bid for Project Number: 26-481-202

\$ 29,980.00

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

(\$ twenty nine thousand nine hundred eighty dollars)

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

**BID PROPOSAL FORM E – RFP 26-481-202
CONTINUED**

Company Name KB Construction

By Blake Higgs
Authorized Person's Signature

Blake Higgs
Print or type name and title of signer

Company Address 22201 E. 175th
St Pleasant Hill, MO 64080

Phone 816-255-5107

Fax _____

Email KBCS816@gmail.com

Date 12/22/25

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

LATE BIDS CANNOT BE ACCEPTED!

E - VERIFY AFFIDAVIT

(As required by Section 285.530,RSMo)

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

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

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

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

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

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

Name/Contractor: Blake Higgs

Company: KB Construction Services LLC

Address: 22201 E. 175th St Pleasant Hill, MO 64080

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project # 26-481-202.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

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

KB Construction Services LLC

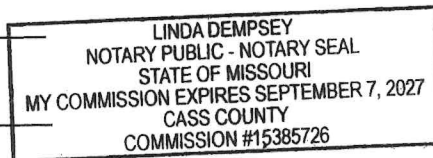
Company Name

Blake Higgs

Signature

Name: Blake Higgs

Title: Owner



STATE OF MO COUNTY OF Cass

Subscribed and sworn to before me this 18 day of December, 2025.

Notary Public: Linda Dempsey

My Commission Expires: 09.07.2027 Commission # 15385726

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

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



CITY OF RAYMORE
CONTRACT FOR SERVICES

Willow Hills Stormwater Culvert Rehab

This Contract for **Willow Hills Stormwater Culvert Repairs**, hereafter referred to as the **Contract** is made this 30th day of December, 2025, between KB Construction Services LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 22201 E. 175th St, Pleasant Hill, MO, 64080, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

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

This contract is effective as of January 26, 2026 and coincidental with the City Manager’s signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal 26-481-202 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as

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

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of 45 calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$29,949.74.

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

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

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

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

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

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B. All pay requests will be paid by ACH instead of by check. An ACH form will be provided upon contract.

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

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

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

ARTICLE VII
RESPONSIBILITIES

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

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

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

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

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

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

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

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

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 32) if the project is over \$75,000. The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII CANCELLATION AND/OR TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct

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

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

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

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

ARTICLE IX ARBITRATION

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

ARTICLE X WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed for a period of two (2) years from the date of substantial completion as noted in the 2019 City of Raymore "Standard Contract Documents and Technical Specification & Design Criteria for Utility and Street Construction."

Contractor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with the bid specifications.

ARTICLE XI
REQUIRED SAFETY TRAINING

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

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE
TO PROVIDE SAFETY TRAINING

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

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

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

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
 - * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with

respect to the employees proposed to work in connection with the services requested herein.

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

ARTICLE XIV
ENTIRE AGREEMENT

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

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

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

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

(CITY SEAL)

KB Construction Services LLC

Company Name

By: Bled Hegger

Title: Owner

Attest: Morgan Stigg

(SEAL)

KB Construction Services LLC

22201 East 175th St.

Pleasant Hill, MO 64080

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Willow Hills Stormwater Culvert Rehab

ANTICIPATED SCOPE OF SERVICES:

- Install 60 feet of 36" HDPE.
- Stabilize shallow creek bank and armor with riprap

1. **SPECIFICATIONS WHICH APPLY**

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

2. **PROJECT AWARD**

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

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

3. **PROJECT COMPLETION AND SCHEDULE**

The Contractor shall complete all work within **45 calendar days** of the issuance of the Notice to Proceed. If work is suspended for winter shutdown, the contract time will be paused during the period of suspension as approved by the City. Prior to shutdown, the Contractor shall secure the site, provide temporary surfacing or traffic control measures as directed, and ensure the work area is left in a safe, serviceable condition. Temporary surfacing and traffic control will need to be checked weekly by the contractor, while fixing any issues. Work shall resume promptly upon issuance of approval to restart, and the remaining contract time shall recommence.

4. ENGINEER

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

5. GENERAL CONDITIONS

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

6. SPECIAL CONDITIONS

- i. **Mobilization, Bonds, and Insurance:** Mobilization, Bonds and Insurance will be considered a lump sum item for payment. The total lump sum price for this item shall not exceed 5% of the total base bid price.
- ii. **36 Inch HDPE Pipe:** Pipe shall be measured and paid for at the unit bid price per linear foot. The unit cost for this item shall include all equipment, labor and materials for placing a 36 inch Pipe including rock to final subgrade.
- iii. **Concrete Street Patch:** Concrete Street Patch shall be paid for at the unit bid price per square yard. The unit cost for this item shall include all materials, equipment and labor required to place 12 inches of KCMMB 4K mix.
- iv. **Creek Bank Stabilization:** Creek Bank Stabilization shall include pulling the clay and silt material from the creekbed to the bank prior to riprap being placed. Site is easily accessible and large equipment should not be needed.(See image)
- v. **Rip Rap:** Rip Rap shall be paid for at the unit bid price per Square Yard. The unit cost for this item shall include all equipment, labor and materials to install rip rap. Rip Rap shall

be MoDot Type 2, 16-24" .

- vi. **Restoration:** Restoration is minimal and shall be seed and straw if needed.
- vii. **Traffic Control:** Traffic Control shall include all materials, labor and equipment required to provide a safe working environment including, but not limited to, all signage to control traffic through the work area as required by the MUTCD.
- viii. **Erosion Control:** Erosion control shall be considered subsidiary to the 36" HDPE and shall include all materials, labor and equipment required to prevent soil from leaving the site.

7. ADDITIONAL REQUIREMENTS

- *Notification:* Contractor shall place door hangers on the doors of affected property owners 48 hours in advance of the removal operations. The City will provide door hangers.
- *Utilities:* Regardless of what utilities are shown in the bidding documents and utility locations listed, the bidder shall contact each area utility to determine the presence and location of the utility lines. The bidder shall determine and shall assume the risk as to whether utilities that are to be relocated by the utility company have in fact been relocated and if not, when the utility company anticipates the relocation shall be completed. The bidder shall independently determine the reliability of the information received from the utility companies and shall make the determination as to the sequence and timing of utility relocations in determining a bid.

8. PROTECTION OF PUBLIC & PRIVATE PROPERTY

- *Missouri One Call:* Before starting work, the Contractor shall notify all utilities involved, and shall request them for cooperation in locating lines in advance of the work. The Contractor shall make reasonable effort to avoid breaking utility lines. The utility shall be notified immediately should a break occur in a line during construction under this contract. Any lines so broken by the contractor shall be repaired according to the utility company's standards at the expense of the Contractor.
- *Pavement Protection:* Wherever the work is along existing pavement, which is to be retained, traction equipment with lugs will not be permitted. The Contractor shall use utmost care not to damage or destroy any existing pavement. Any pavement damaged or destroyed

due to the operations of the Contractor, which is not within the contract limits shall be replaced.

- *Damages:* The Contractor will exercise care to prevent damage to existing roadways, highways, ditches, shoulders, structures, trees, and underground utilities adjacent to the construction site. The Contractor shall be held responsible for all damage to roads, highways, shoulders, ditches, bridges, culverts, trees, and other property, caused by him or his subcontractors in transporting materials to or from the site of work, regardless of location of such damage, and shall pay for or replace such damaged property to the satisfaction of the Owner of such property.

9. MEASUREMENT AND PAYMENT

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

10. ADDITIONAL BIDDING INFORMATION

10.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 26-481-202

Appendix B
General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

Award of this contract is anticipated prior to the end of January, 2026.

C. *Insurance*

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

1. *General Liability*

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

Minimum Limits - General Liability:

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

2. *Excess/Umbrella Liability*

\$5,000,000 Each Occurrence

\$5,000,000 Aggregate

3. Automobile Liability

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

Minimum Limits - Automobile Liability:

\$1,000,000 Combined Single Limit

\$5,000 Medical Expense Limit

4. Workers' Compensation

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

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

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

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

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

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

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 32 for Cass County, Missouri, USA.

G. *Invoicing and Payment*

The Contractor shall submit invoices, in duplicate, for services outlined above in the scope of services. **Certified payroll shall be submitted with each pay request or invoice.** All pay requests will be paid by ACH instead of by check. An ACH form will be provided upon contract.

Invoices shall be based on the following schedule:

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

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Raymore codes.

L. *Drug/Crime Free Work Place*

Contractor acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Raymore property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. Any crimes committed while on City property.

Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Raymore in addition to any criminal penalties that may result from such conduct.

M. *Inspection*

At the conclusion of each job order, the Bidder shall demonstrate to the Public Works Director or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Bidder/Contractor at the Bidder's/Contractor's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Raymore.

N. *No Escalation of Fees*

The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

O. *Safety Training*

Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All on-site employees of a contractor or subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project and their employers will be subject to penalties as described in the Act.

P. *Prevailing Wage Requirement (Public Projects under \$75,000 are excluded)*

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 32). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

Not less than the prevailing wage included must be paid to all workers performing work under the contract (section 290.250, RSMo).

The Contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the Contractor or by any Subcontractor (section 290.250, RSMo).

Q. *Permits/Certificates*

Contractor shall be responsible for obtaining all permits/certificates, and for incurring all expenses associated with those items, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Occupational License" required of all contractors and sub-contractors doing business within the City limits of Raymore. This permit can be obtained from the office of the City Clerk, 100 Municipal Circle, Raymore, Missouri, 64083.

Certificate copies must be submitted with the RFP, if the project utilizes any of the contractors listed herein; Class A & B Contractors, Electricians, Plumbers and Mechanical Contractors.

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who held a 2012 Raymore Occupational License, must provide proof of at least eight (8) continuing education credits (CEU) related to the trade for which the license was issued within the last year.

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who did not hold a 2012 Raymore Occupational License, must provide a certificate of competency with a passing grade (70% or higher) from a nationally recognized testing institution; OR possess a Contractor's License from a reciprocating city; OR provide proof of a Bachelor's degree in Structural Engineering, Architecture or Construction Science.

R. *Mobilization, Bonds and Insurance*

Mobilization, Bonds, and Insurance will be considered a lump sum item for payment.

Payment shall be made on the following schedule.

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

S. *Bid Bond*

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

T. *Performance Bond*

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

Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

U. Payment Bond

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

V. Maintenance Bond

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

W. Rejection of Bids

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

X. *Release of Information*

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

Y. *American Products*

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

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

Z. *Affidavit of Work Authorization and Documentation*

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

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- * providing documentation affirming the bidder's enrollment and

participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

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



RAYMORE

come home to more

CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 2/9/2026
SUBMITTED BY: David Gress DEPARTMENT:
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Appeal of Site Plan Application Denial - 7Brew Coffee (pg 102)

STRATEGIC PLAN GOAL / STRATEGY

Goal 4: Focus development efforts in ways that result in cost-effective, balanced, compatible and connected growth.
Goal 9: Ensure economic growth is aligned with land use and development goals of the community.

FINANCIAL IMPACT

Award To:
Amount of Request/Contract:
Amount Budgeted:
Funding Source/Account:

PROJECT TIMELINE

Estimated Start Date

Estimated End Date

STAFF RECOMMENDATION:

Denial

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: December 16, 2025
Action/Vote: Denial 5-2

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 4013
2. Site Plan Staff Report
3. Appeal Request to City Staff
4. Appeal Letter from Applicant
5. Letter from Realty Income
6. Raymore Gateway - Blueprint 2045

7. December 16, 2025 PZ Minutes

BACKGROUND / JUSTIFICATION

Jason Pullman, representing P2 Real Estate, LLC and 7Brew Coffee, is requesting an appeal before the City Council of the decision by the Planning and Zoning Commission to deny the site plan application for a new 7Brew Coffee located on Lot 2 of the Raymore Gateway site near 58 Highway and Westgate Drive. The Planning and Zoning Commission, at their December 16, 2025 meeting, voted 5-2 to accept the staff proposed findings of fact and denied the site plan application. Pursuant to Section 470.160(G)(2) of the Unified Development Code, the applicant filed an appeal to the decision of the Planning and Zoning Commission to the City Council for further review.

BILL 4013

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, DENYING THE APPEAL OF 7BREW COFFEE AND UPHOLDING THE PLANNING AND ZONING COMMISSION’S DENIAL OF PLANNING CASE NUMBER 25017, PURSUANT TO SECTION 470.160(G)(2) OF THE UNIFIED DEVELOPMENT CODE.”

WHEREAS, a Site Plan application for a proposed 7Brew drive-thru coffee was filed with the City of Raymore by the applicant, P2 Real Estate, LLC on April 29, 2025, for the property identified as Raymore Gateway Lot 2; and,

WHEREAS, on December 16, 2025, the Planning and Zoning Commission held a public meeting and voted to deny the Site Plan application; and,

WHEREAS, pursuant to Section 470.160(G)(2) of the Raymore Unified Development Code, the applicant filed a timely appeal of the Commission’s decision to the City Council for further review and consideration.

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

Section 1. Findings and Authority. The City Council hereby finds that the appeal request was processed in accordance with Section 470.160(G)(2) of the Unified Development Code and that the City Council has jurisdiction to hear and decide the appeal.

Section 2. Denial of Site Plan. The City Council, having reviewed the record of the Planning and Zoning Commission and the materials submitted by the applicant, hereby finds that the decision of the Planning and Zoning Commission is sustained, and the Site Plan for 7Brew is denied.

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

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

DULY READ THE FIRST TIME THIS 9TH DAY OF FEBRUARY, 2026.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS THIS 23RD DAY OF FEBRUARY, 2026, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

7 BREW SITE PLAN (RAYMORE GATEWAY LOT 2)

| | |
|-------------------------|--|
| APPLICANT: | Jason Pullman P2 Real Estate, LLC |
| Property Owner: | Realty Income Corp. |
| Engineering/Arch. Firm: | Andrew Wilson Cedar Creek Consulting |

| PROJECT LOCATION | REQUESTED ACTION |
|---|--------------------|
| NW Corner of Westage and Foxwood Drives | Site Plan Approval |

PROJECT NARRATIVE -
An application was filed requesting approval of a Site Plan for 7 Brew Coffee on Lot 2 of Raymore Gateway.

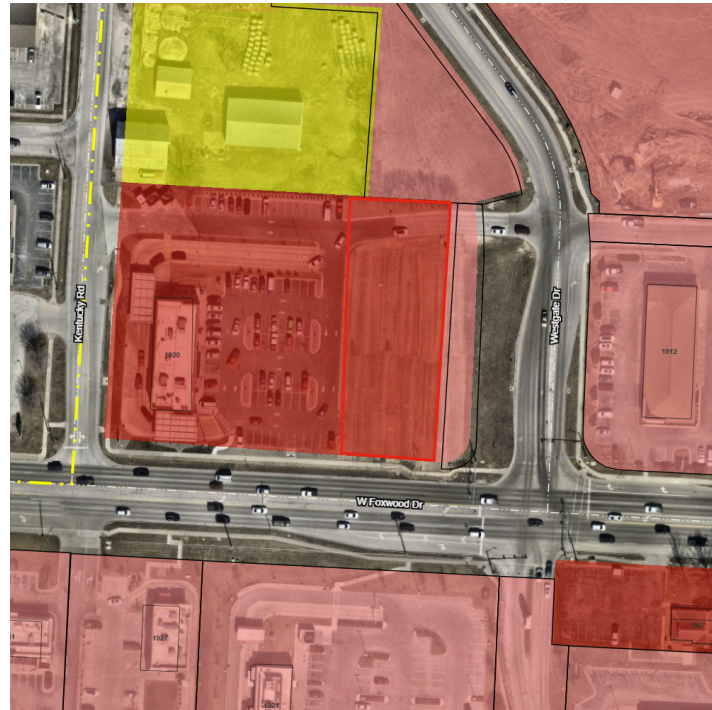


ZONING AND LAND USE SUMMARY

EXISTING ZONING
"C-2" General Commercial

SURROUNDING ZONING & LAND USE

- North:** "R-1" Single Family Residential (Agricultural Structure)/"C-3" Regional Commercial (Undeveloped Lot)
- South:** "C-3" Regional Commercial (Restaurant & Drive-through Facilities)
- East:** "C-3" Regional Commercial (Motor Vehicle Repair)
- West:** "C-2" General Commercial (Restaurant & Drive-through Facilities)



| TOTAL TRACT SIZE | NUMBER OF LOTS |
|------------------|----------------|
| .68 +/- Acres | 1 |

SITE PLAN REVIEW

Unified Development Code (UDC) Section 470.160 - Site Plan Review regulates the development of structures and sites in a manner that takes into consideration the following considerations:

1. The balancing of landowners’ rights to use their land, with the corresponding rights of neighboring landowners, residents and the general public, to live without undue disturbances (e.g., noise, smoke, vibration, fumes, dust, odor, glare, stormwater runoff, etc.);
2. The convenience and safety of vehicular and pedestrian movement within the site and in relation to adjacent areas or roads;
3. The adequacy of waste disposal methods and protection from pollution of surface or groundwater;
4. The protection of historic and environmental features on the site under review and in adjacent areas
5. The stability of the built environment, particularly residential neighborhoods, by promoting urban development which is compatible with clearly identified natural resources; and
6. The adequacy of provisions for resulting additional system demands which may be imposed by the development upon roads and streets, water supply and storage, storm sewerage, and sanitary sewerage and wastewater treatment and the consistency of the development with the City’s Growth Management Plan.

PAST PLANNING ACTIONS

1. In 2016 the City of Raymore completed construction of an access drive from the northeast portion of the subject property’s parking lot to connect with the relocated Kentucky Road (Westgate Drive).

2. In 2020, the City completed the construction of Westgate Drive to the east of the subject property, which provided improved access to the signal at Westgate Drive and 58 Highway.
3. The Planning and Zoning Commission approved the Chick-fil-A Site Plan for Lot 1 of Raymore Gateway on March 19, 2024.
4. In 2024, as part of the redevelopment of this site, the commercial building, formerly a restaurant, was demolished.
5. Chick-fil-A received a Certificate of occupancy on December 12, 2024.
6. On February 24, 2025 the City Council approved the Final Plat of Raymore Gateway, Lots 1 and 2.

DEVELOPMENT STANDARDS

| DIMENSIONAL STANDARD | REQUIREMENT |
|----------------------------|-------------|
| Lot Size | N/A |
| Front-Yard Setback | 30-ft |
| Side-Yard Setback | 10-ft |
| Rear-Yard Setback | 20-ft |
| Building Height | 80-ft |
| Building Coverage | 40% |
| Landscape Area Requirement | 20% |

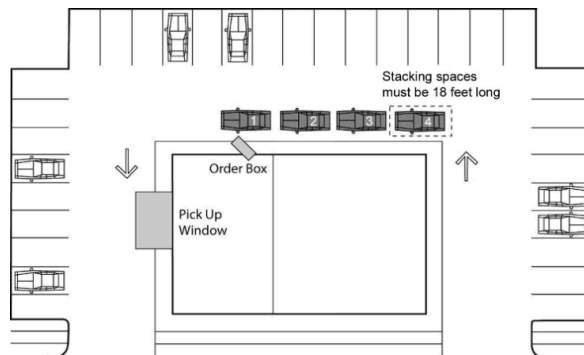
| PROPOSED USE | USE DESCRIPTION |
|--------------------------|--|
| Drive-through Facilities | Facilities used to provide or dispense products or services, through an attendant or a window or an automated machine, to persons remaining in vehicles that are in a designated stacking aisle. A drive-through facility may be in combination with other uses, such as a financial institution, personal service use, retail store or eating establishment. A drive-through facility does not include a "Car Wash" or "Gas Station" as defined herein. |

SPECIAL USE CONDITIONS

| Drive-through Facilities (420.030(L)) | REQUIREMENT |
|---------------------------------------|---------------------|
| Vehicle Stacking Area (Restaurant) | 4 behind menu board |

In addition to the vehicle stacking requirement found in Section 420.030L, the following requirements also apply:

- Vehicle stacking spaces include the space at the menu board, order box or service window.
- Each vehicle stacking space shall be eighteen (18) feet long by nine (9) feet wide.
- Each vehicle stacking lane shall be separate from any access aisle, loading space, or parking space.
- No vehicle stacking lane shall conflict with any vehicle entrance or exit, vehicle access way or pedestrian crosswalk.
- The Commission has the authority to allow a deviation to the stacking requirement based upon a study submitted by a traffic engineer which provides evidence to allow the reduction of these stacking requirements.



When Adjacent to Residential Districts:

- Drive-through facilities, including stacking areas, must be separated from residentially-zoned property by at least forty (40) feet.
- Speaker systems used in conjunction with drive-through facilities must be designed so that they are not audible at the property line abutting residentially-zoned property.

PARKING REQUIREMENTS

| PROPOSED USE | PARKING REQUIREMENT | REQUIRED | PROVIDED |
|--------------|---------------------|----------|----------|
| Retail Sales | 1 per 300 sq ft | 3 spaces | 9 spaces |

With a minimal footprint of 760+/- square feet, very few parking spaces are required. The applicant exceeds the required number of parking spaces on site. They have also provided an excess of surface area for drive thru stacking.

BUILDING DESIGN

The proposed building complies with the Building Design Standards established by UDC Section 440.010, including building location and design, building materials, building form, site utilities, and overall site design.

LANDSCAPING & SCREENING

PARKING LOT LANDSCAPING: The proposed development meets the standards for parking lot landscaping per Section 430.030 of the UDC.

SITE LANDSCAPING: Landscaping being proposed for the site meets the requirements as outlined in Section 430.020. While Lot 2 is not technically the corner lot (NW corner of Westgate and Foxwood Drive intersection) it is being treated as such as it pertains to street tree requirements, due to the remaining grounds between Lot 2 and the public ROW (to the east) are of such size that it will likely become undevelopable if Lot 2 is developed as proposed. The applicant is providing the appropriate amount of street trees along the west side of Westage Drive (within right-of-way) to meet the street tree code requirement.

SCREENING: Screening is being met through landscaping strips along property lines that include trees and shrubs, shielding vehicle headlights from adjacent public streets.

SIGNAGE

While an official sign permit has not been submitted for the project, the conceptual information shown on the site plan appears to meet the intent of UDC Section 435. There are combinations of directional, wall, menu, and monument signs for the project. When sign permits are submitted for review, the signs must comply with the previously mentioned section of the UDC.

SITE ACCESS

STREET ACCESS: Lot 2 of the Raymore Gateway will be accessed by a private drive that runs east and west along the north side of Lots 1 and 2 between Westgate Drive and Kentucky Road. No new curb cuts will be made onto public streets surrounding the site.

PEDESTRIAN ACCESS: The development is proposing a sidewalk from the existing public sidewalk along Foxwood Drive that will extend into the center of the site adjacent to the building and drive-through. In addition to this private sidewalk connection, an 8-ft sidewalk is being proposed along the west side of Westgate Drive along the length of Lot 2. This widened sidewalk was planned during the design of Westgate Drive to be constructed by adjacent development.

SITE CIRCULATION: Given that the property has a shared access point with the neighboring Lot 1 (Chic-fil-A), staff has requested an access easement be provided for both Lots 1-2 of Raymore Gateway to provide for shared access between properties. Currently, both lots are under common ownership, however, if either were to sell in the future to different parties, the access easement would ensure that either lot has the legal right to use the drives for their individual use. The easement would benefit Lot 2 more given its site design.

SITE UTILITIES

WATER: Adequate water infrastructure exists in the area to serve this property.

SEWER: Adequate sanitary sewer infrastructure exists in the area to serve this property.

STORMWATER MANAGEMENT: Stormwater for this development is collected and discharged into the southeast corner of the property, where it drains into the system along 58 Highway.

SITE LIGHTING: The development's photometric plan, while designed based on the original site layout, appears to meet the applicable standards of the UDC. Staff believes that although the site's design has been modified since the original submission to the city, the location of the light fixtures should still be adequate. If necessary, any landscaping that may be displaced due to the location of light fixtures, will be moved elsewhere on the site and will ensure the landscaping and screening sections of the UDC are met.

STAFF COMMENTS -

PLANNING AND ZONING:

- Over many years, the city has worked with the current property owner to position this property for redevelopment, including the demolition of a previously existing commercial restaurant building and the replacement of older sewer infrastructure on the site. In addition, the City also advanced the construction of Westgate Drive to better direct traffic through the overall area, and to the existing traffic signal at 58 Highway.
- The development of Lot 2 in the proposed manner will permanently create a remnant tract of land between the subject property and Westgate Drive, which is a result of the past construction of Westgate Drive connecting from 58 Highway north to Kentucky Road. The tract of land located directly east of the subject property is a remnant tract of the Raymore Galleria North development that does not meet the minimum requirements of the commercial zoning standards.
- Staff has identified concerns over the collection of auto-centric land uses, such as Drive-Through Facilities, in concentrated areas of the city. While individually they may meet the minimum development requirements, collectively, they present development patterns and infrastructure challenges that are in conflict with many of the goals outlined in the UDC and Comprehensive Plan, such as promoting balanced growth and reducing traffic congestion.

PUBLIC WORKS & ENGINEERING:

- Due to the remaining land between Lot 2 of Raymore Gateway becoming largely undevelopable under the current UDC, 7 Brew will effectively be functioning as the corner lot at this intersection. Due to this, the applicant is building the public improvements that would be required for the corner lot. The improvements include the addition of street lights and an 8' sidewalk along the west side of Westgate Drive.

SOUTH METRO FIRE:

- No comments

ALIGNMENT WITH COMPREHENSIVE PLAN -

Blueprint 2045 - Image of the City Goal 4: Focus development efforts in ways that result in cost-effective, balanced, compatible and connected growth.

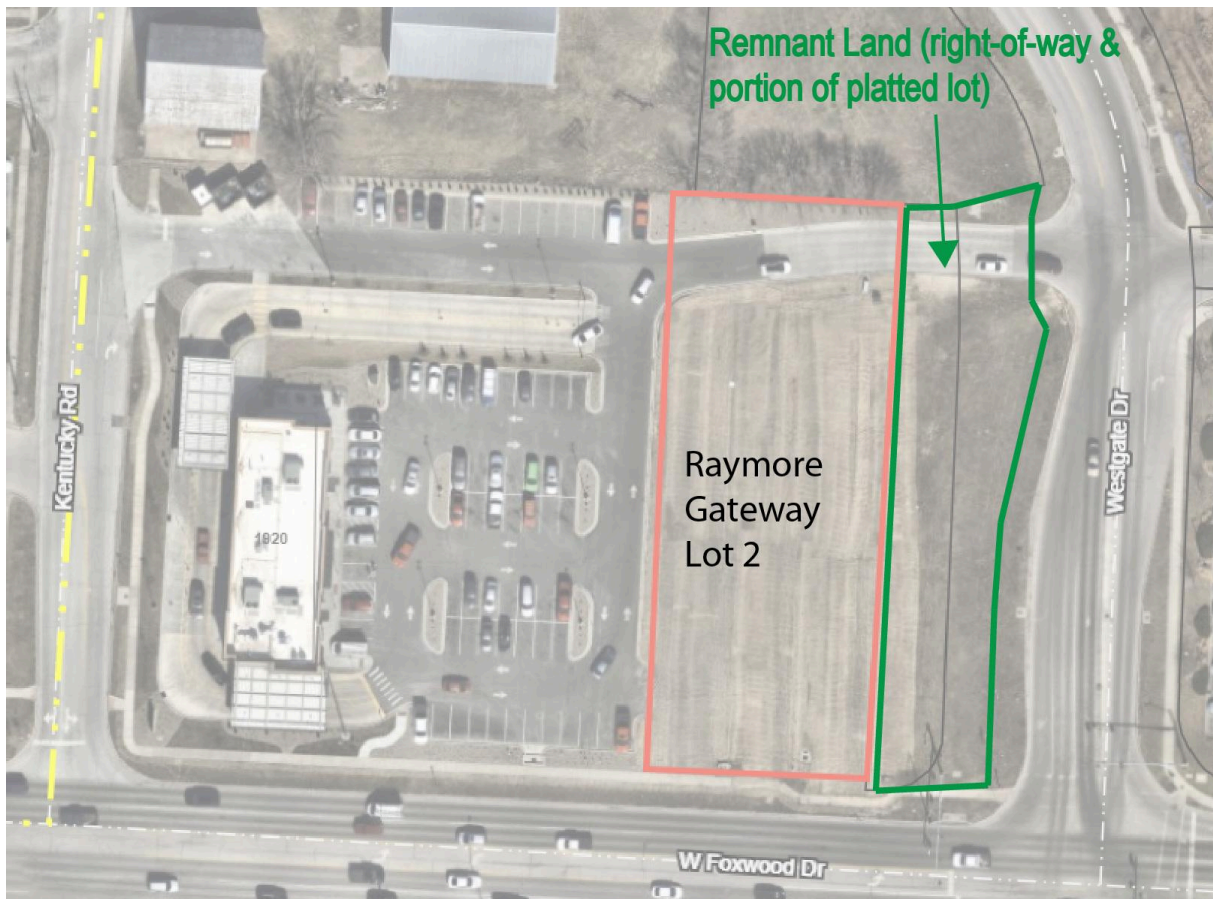
- ***Balanced Growth - Foster an appropriate balance of land uses within the community.***
 - *Support zoning and development applications that consider a balance of various uses.*

The proposed drive-through establishment adds to an already dominant land use in the immediate area. While the UDC allows the use, the growing number of such car centric businesses is becoming more prevalent in the community, specifically along Foxwood Drive. When concentrated, single use development that prioritizes vehicular movement over multi-use pedestrian scale design creates monotonous strips of commercial corridors void of interest and inspiration. The sprawl created by such land uses forms an environment where the day to day goods and services are almost only accessible by car, as walking such distances takes too much time, is uncomfortable, and in most cases puts pedestrians in unsafe environments.

- ***Compatible Growth - Support new development that is aligned with the priorities of the City.***
 - *Ensure development and land use changes are compatible with existing and adjacent development.*

In general, the proposed land use is compatible with surrounding developments. The property where Raymore Gateway exists today has seen significant public investment over the past few years in the form of public incentives used for blight

removal and public infrastructure improvements aimed to improve traffic flow/safety and development opportunities. When Westgate Drive was constructed, its right-of-way alignment split property owned by a separate party, leaving a small narrow tract of land east of Lot 2 (see below). The City had attempted to obtain that small strip, combining it with the extra right-of-way along the west side of Gateway Drive, and work with the Raymore Gateway ownership to increase the size of Lot 2 for a small multi-tenant development. This would allow for a larger area of the lot to be generating more taxes and provide a building type that currently has built up demand in the city, according to the comprehensive plan's Real Estate Market Analysis. Neither of the ownerships of Raymore Gateway nor the ownership of the small tract of land adjacent to it showed interest in working towards that goal.



ECONOMIC DEVELOPMENT IMPACT-

Lot 2 of Raymore Gateway is included in a larger economic development initiative. In 2024, the City established a sales-tax reimbursement agreement with Chick-Fil-A to encourage the redevelopment of this property, including the demolition of the former building and construction of infrastructure systems. The existing public incentives were provided to support the redevelopment of the Raymore Gateway and should be considered as part of the review of this proposed development. The intent of the City's involvement in the project was to:

- Clear existing blight on the property
- Improve public infrastructure systems.
- Allow for the redevelopment of the underutilized parking lot into a restaurant (Chick-Fil-A)
- Promote better use of the property

While the addition of a proposed 7 Brew on this property does increase the economic productivity of the existing vacant lot, it would leave an undevelopable remnant tract of land that was originally intended to be included in the overall redevelopment of this area. The proposed land use, which results in most of the property being used for traffic circulation, limits the ability to maximize redevelopment opportunities that could better offset the issued public incentives.

FINDINGS OF FACT -

Section 470.160 of the Unified Development Code states that the Planning and Zoning Commission and the City Council must make findings of fact taking into consideration the following in the deliberation of a site plan approval:

1. The plan complies with all applicable standards of this code and all other applicable City ordinances and policies.

The plan complies with all applicable zoning standards of the UDC, however, does not align well with the previously mentioned long-range goals of the comprehensive plan.

2. The plan does not conflict with the adopted plans of the City of Raymore or the purpose and intent of this code

This project does meet all of the minimum requirements defined in the Unified Development

Code, however, there are long-range goals of the City’s comprehensive plan that conflict with this project. The goal of the Unified Development Code is to support and implement the goals outlined in the Comprehensive Plan. Staff does not feel that, in this case, the application of the zoning standards are supportive of the Comprehensive Plan.

3. The proposed use is allowed in the district in which it is located.

The proposed use of a Drive-through Facility is allowed in the “C-2” General Commercial Zoning District.

4. Vehicular ingress and egress to and from the site, and circulation within the site provides for safe, efficient, and convenient movement not only within the site but also on adjacent roadways.

The site is served by a private access drive that was designed as part of the Raymore Gateway development. That drive was built to handle ingress and egress to and from the development’s lots off of the surrounding public streets with minimal conflicts. The City is nearing completion on the design of an access median at 58 Highway & Kentucky Road that will impact traffic flow exiting the site where this project and the adjacent Chick-Fil-A are located.

Due to the proposed development having a drive entrance at the north end of Lot 2, 7 Brew has stated that they will restrict its access when the business is busy, resulting in vehicles traveling through the drive aisle of Lot 1 (to the west) to access their southwest drive entrance, effectively extending the vehicle queuing lanes. If that north drive access is not managed well, there could be an issue of vehicles queuing down the private drive and onto Westgate at times. Staff shared the concern and desire to restrict access to only the southwest drive entrance, but the applicant decided to leave it for their needs.

5. The plan provides for safe, efficient, and convenient movement of pedestrians on and to the site.

The plan provides pedestrian connections to the public sidewalk system along Foxwood Drive. On the site, private sidewalks are provided near the building at the drive-through, across the parking lot areas and out to the public sidewalk. Overall the relatively small site is abundant with pedestrian circulation routes, however, many of which are crossing driveways or drive-through queuing lanes, a by-product of the type of development. The relationship between heavy drive-thru traffic and pedestrian traffic poses safety conflicts.

6. The arrangement of structures and buildings on the site allows for efficient use of the land, is compatible with development on adjacent property, and minimizes potential adverse impacts on existing or planned municipal infrastructure and services.

The building on the site is comparable to the uses of surrounding properties. Due to the lack of interest to maximize the land between Kentucky and Westgate Drives, this primary corner is being developed less efficiently than desired. This sort of pattern, especially wide-spread, provides limited short-term financial gains in exchange for costly public improvements to infrastructure systems over time. The placement of the building on the lot, as proposed, conflicts with the long range goal of redeveloping this site to better utilize available land between Westgate Drive and this parcel - a key goal of the City's efforts to incentivize the previous demolition and redevelopment activity.

7. Open space and natural features on the site are arranged in such a way that unique natural resources are preserved and creates a desirable and functional environment for site users.

There are no public or private open spaces being allocated with this private development.

8. The plan avoids unnecessary or unreasonable alterations to existing topography, preserves existing healthy, mature trees and woodlands, and designs drainage facilities to promote the use and preservation of natural watercourses.

The plan does not propose any unreasonable alterations to the existing features of the land. There are no existing trees, woodlands or natural drainage facilities to be preserved.

9. Provides adequate parking for the use, including logical and safe parking and circulation.

The development does provide an adequate amount of parking on-site for the use given the lack of needed permanent parking spaces as a result of the land use. The adjacent Lot 1 of Raymore Gateway has additional off-street parking that could be utilized if necessary. An access easement will need to be provided to allow vehicular circulation and parking across the sites if the ownership changes on either lot. The cross-access easement should be provided prior to the occupancy of the building.

The north driveway access to the private drive should be restricted from use during peak times. This would prevent the chance of vehicles backing up onto Westgate Drive. By closing the north driveway, vehicles would then route to the driveway access at the southwest corner of Lots 1 and 2, further supporting the need for the access easement for both lots. The applicant has stated that they will regulate this concern when needed.

The majority of the on-site "parking" is being provided in the form of dual-drive-thru lanes

with stacking queues to support the drive-through operations of the proposed use. While logical for a drive-through use, the plethora of impervious space being provided on the site would be better utilized as developable space for more sales & property tax generation.

- 10. Provides landscaping and screening as required by this code that creates logical transitions to adjoining uses, screens incompatible uses, minimizes the visual impact of the development on adjacent roads and properties, and utilizes native plant materials selected to withstand the local climate and individual site microclimates.

The landscaping being provided with the proposed development meets the site landscaping and screening requirements of the UDC and in some cases goes beyond the standards. The plant materials being used are native to the region and should thrive in the local environment.

- 11. Includes site illumination that has been designed and located to minimize adverse impacts on adjacent properties.

The site lighting plan is in conformance with the lighting standards for commercial developments per the UDC.

PROJECT REVIEW SCHEDULE

| COUNCIL, COMMISSION OR BOARD | ACTION | DATE |
|--------------------------------|--------------------------|-------------------|
| Planning and Zoning Commission | Review & Approval/Denial | December 16, 2025 |

STAFF RECOMMENDATIONS -

Staff has reviewed the site plan application and submittal and determined that the project does meet all of the required minimum standards of the Unified Development Code, including including zoning, lot dimensions, access, landscaping etc.... The proposed use is permitted under the current zoning conditions. However, relying solely on the compliance with minimum standards alone does not obligate approval when broader plan consistency and redevelopment objectives are not being met.

While most of the Findings of Fact have been met under the purview of current planning, the project does conflict with the redevelopment efforts of the city for the site, several

long-range planning goals as outlined in the City’s Comprehensive Plan and Findings of Fact 2 and 4. Given the City’s previous efforts to promote cohesive development in this area, including advancing the construction of Westgate Drive and utilizing sales tax incentives to assist in clearing the site for redevelopment, staff feels that more consideration and effort should be given to finding a higher and more productive use of the entire redevelopment site, including the remnant tract east of Lot 2.

Staff recommends the Planning & Zoning Commission accept the Findings of Fact for Case 25017 7 Brew Site Plan and deny the application. If the Planning & Zoning Commission decides to approve the case, staff recommends the following conditions.

1. A cross access easement shall be recorded, prior to the issuance of the Building Permit for Lot 2, to allow site circulation and parking between Lots 1 and 2 of Raymore Gateway. A copy of the recorded easement shall be provided to the city.
2. 7 Brew or any other future tenant located on Lot 2 shall restrict the flow of traffic at the north driveway access at peak times. If problems with traffic occur due to the north driveway not being managed, that driveway may be removed at the cost of the property owner.

PLANNING COMMISSION SUGGESTED MOTIONS

- Motion to **approve** the 7 Brew Site Plan application, with conditions.
- Motion to **deny** the 7 Brew Site Plan application based on not meeting all Findings of Fact.
- Motion to **continue** the site plan application and request further information.

**PLANNING AND ZONING COMMISSION
ACTION - 12/16/2025**

At their December 16, 2025 meeting, the Planning and Zoning Commission voted 5-2 to accept the staff proposed findings of fact, and denied Case 25017 7 Brew Site Plan.

APPLICANT'S APPEAL - 12/23/2025

On December 23, 2025, pursuant to Section 470.160(G)(2) of the Unified Development Code, the applicant filed an appeal to the decision of the Planning and Zoning Commission to the City Council.

PROJECT ATTACHMENTS -

1. Site Plan Drawings
2. Building Elevations
3. Site Photos
4. Appeal Request from Applicant

Case No. 25017 Intent to Appeal (7Brew Site Plan)

wade.harden@sbcglobal.net <wade.harden@sbcglobal.net>

Tue, Dec 23, 2025 at 10:48 AM

To: David Gress <dgress@raymore.com>, David McCumber <dmccumber@raymore.com>

Cc: Jason Pullman <jpcompanies@gmail.com>, Andrew Wilson <awilson@cedarcreekinc.com>, Austin Fritts <afritts@cedarcreekinc.com>

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David Gress, Dir. Of Development Svcs.

[City of Raymore](#)

[100 Municipal Circle](#)

Raymore, MO 64083

Re: Site Plan Appeal (Case No. 25017 – Lot 2 of Raymore Gateway Sub.)

Mr. Gress,

Please accept this letter as notice to appeal the Planning Commission's denial of Case No. 25017 in accordance with Section 470.160(G2) of the City of Raymore UDC. If you would please notify us of the time and date of the City Council hearing, as well as your preference to the format for the additional fifteen (15) review copies of the drawings we would appreciate it.

Respectfully,

Wade Harden

Wade Harden

(972)832-2048

wade.harden@sbcglobal.net

DAVID E. WATERS
DIRECT DIAL: 913-327-5189
dwaters@spencerfane.com

VIA EMAIL TO KTURNBOW@RAYMORE.COM

February 4, 2026

City of Raymore, Kansas Governing Body
c/o the Honorable Kristofer P. Turnbow
City of Raymore, Missouri
100 Municipal Circle
Raymore, Missouri 64083

Re: Case No. 25017 7 Brew Site Plan (Raymore Gateway Lot 2).

Dear Mayor and Members of the City Council:

This law firm represents P2 Real Estate, LLC, operating as “7 Brew”, in regard to the above-described site plan application. As you may know, 7 Brew’s site plan was considered by the Raymore Planning and Zoning Commission on December 16, 2025, and, despite 7 Brew’s site plan meeting all requirements for approval under the City’s Unified Development Code (UDC), the Planning and Zoning Commission denied it. 7 Brew has appealed that decision to you, the governing body. 7 Brew requests that this letter be provided to all members of the governing body and included in the February 9, 2026, governing body agenda packet.

Introduction.

Before going into further detail, please know that I—both personally and professionally—have profound respect for the work of our local governments and the myriad issues on which they work to improve our communities. I currently serve as the city attorney for the cities of Leavenworth, Kansas, and Eudora, Kansas, and I am outside development counsel for the City of Lawrence, Kansas. From 2018 to 2024, I was also city attorney for the City of Prairie Village. I am a member of the Board of Directors of the City Attorneys Association of Kansas.

I am also an elected official myself, currently serving in my second four-year term as the Mayor of Westwood, Kansas. Prior to that, I served on the Westwood City Council for four years and was a member of the Westwood Planning Commission and Board of Zoning Appeals for eight years. I have served as chair of the Johnson and Wyandotte Counties Council of Mayors and as president of the statewide Kansas Mayors Association. I have served and continue to serve in many of the same roles as you do.

I provide this background so that you know that I do not approach these issues with only one perspective (a developer’s) in mind. But, having reviewed this matter, I do believe that the continued denial of 7 Brew’s site plan application would be arbitrary, subjective, and capricious. Therefore, the purpose of this letter is to request that the governing body grant 7 Brew’s appeal.

Administrative Consideration of Site Plans.

Consideration of site plans, subdivision plats, and similar plans are significantly different from a city’s consideration of comprehensive plans, UDC text amendments, rezonings, and special use permits

or conditional use permits, which may properly be categorized as either “legislative” or “quasi-judicial” determinations of a city. Those types of decisions involve either the making of policy or the weighing of evidence against policy and generally involve a measure of discretion.

Consideration of site plans, subdivision plats, and other similar plans, on the other hand, are properly categorized as “administrative”; that is, there is limited to no discretion, facts are applied to established standards, and consideration is objective. If the plan meets the requirements of the UDC, then the plan must be approved.

And, in this case, there can be no doubt that 7 Brew’s site application meets the standards of the UDC. City Staff agrees, going so far as to state in its Staff Report for this application:

Staff has reviewed the site plan application and submittal and determined that the project does meet **all of the required minimum standards of the Unified Development Code**, including zoning, lot dimensions, access, landscaping, etc. ...
The proposed use is permitted under the current zoning conditions. ...

Emphasis added. This is further reflected—with one exception discussed below—in Staff’s analysis of the eleven factors or findings of fact in the UDC for obtaining approval of a site plan, all of which recognize and agree that 7 Brew’s application meets the requirements of the UDC. Examples include the following:

| | |
|-----|---|
| 1. | “The plan complies with all applicable zoning standards of the UDC ...”. |
| 2. | “This project does meet all of the minimum requirements defined in the Unified Development Code[.]” |
| 3. | “The proposed use of a Drive-through Facility is allowed in the ‘C-2’ General Commercial Zoning District.” |
| 4. | “The site is served by a private access drive that was designed as part of the Raymore Gateway development. That drive was built to handle ingress to and from the development’s lots off of the surrounding public streets with minimal conflicts.” |
| 5. | “The plan provides pedestrian connections to the public sidewalk system along Foxwood Drive. On the site, private sidewalks are provided near the building at the drive-through, across the parking lot areas and out to the public sidewalk. Overall, the relatively small site is abundant with pedestrian circulation routes[.]” |
| 6. | “The building on the site is comparable to the uses of surrounding properties.” |
| 7. | N/A |
| 8. | “The plan does not propose any unreasonable alterations to the existing features of the land.” |
| 9. | “The development does provide an adequate amount of parking on-site for the use given the lack of needed permanent parking spaces as a result of the land use.” |
| 10. | “The landscaping being provided with the proposed development meets the site landscaping and screening requirements of the UDC and in some cases goes beyond the standards. The plant materials being used are native to the region and should thrive in the local environment.” |
| 11. | “The site lighting plan is in conformance with the lighting standards for commercial developments per the UDC.” |

However, Staff (and then the Planning and Zoning Commission) nevertheless recommended denial based on what appear to be vague and arbitrary “feelings” about long-range goals under the City’s comprehensive plan or what developments they seem to “wish” would have applied for a site plan instead. For example, the Staff Report contains the following statements referencing unclear and indistinct standards, purposes, and goals:

- “The plan ... does not align well with the previously mentioned long-range goals of the comprehensive plan.”
- “However, there are long-range goals of the City’s comprehensive plan that conflict with this project.”
- The site “would be better utilized as developable space for more sales & property tax generation” (presumably, by somebody else of the City’s arbitrary choosing).

Then, even after concluding that standards for approval had been met, Staff stated:

However, relying solely on the compliance with minimum standards alone does not obligate approval when broader plan consistency and redevelopment objectives are not being met.

This is not a correct statement of Missouri law in the context of administrative decisions applicable to site plans, subdivision plats, and the like. Accordingly, the Planning and Zoning Commission’s determination cannot stand.

A case nearly precisely on point would be *State ex rel. Alexander & Lindsey, LLC v. Planning and Zoning Com’n of Platte County, Mo.*, 346 S.W.3d 411 (Mo. App. W.D. 2011). In that case, the Missouri Court of Appeals first summarized the standards that apply to local governments in situations such as this, including the City of Raymore:

When proceeding under the subdivision regulations, the County Commission **is acting in an administrative capacity** and not in a legislative capacity. *State ex rel. Westside Dev. Co. v. Weatherby Lake*, 935 S.W.2d 634, 640 (Mo.App.1996). “The law does not permit administrative bodies to exercise an **arbitrary and subjective authority** over the granting or denying of subdivision plats.” *Furlong Cos. v. City of Kansas City*, 189 S.W.3d 157, 164 (Mo. banc 2006). “The exercise of discretion and judgment vested in the administrative body is to determine **whether a plan meets the zoning or subdivision requirements.**” *Id.* The County Commission does not have the authority to deny a subdivision plat that complies with the County’s subdivision regulations. *Id.* “If the plat complies, then it is the **ministerial duty of the commission and the council to approve it**, and they have **no discretion** to deny it.” *Id.* at 164–65. **When subdivision regulations specify minimum standards to which a preliminary plat must conform, it is arbitrary as a matter of law for the County Commission to deny approval of a preliminary plat that meets those standards.** See *State ex rel. Schaefer*, 847 S.W.2d 867, 872 (Mo.App.1992).

346 S.W.3d at 415 (emphasis added). In *Alexander*, the Court of Appeals further rejected efforts—similar to City Staff’s the Planning and Zoning Commission’s reliance on the comprehensive plan—to reject plans based on vague statements of goals and purposes in findings of fact:

In its Findings of Fact, the County Commission found that the Alexander’s application for a preliminary plat “would result in substantial detriment to the public good and would impair the intent, purpose and necessity of the Platte County Zoning Order of 1990 and Platte County Subdivision Regulations of 1992.” To the extent that the County

Commission contends that the purpose clause of the Subdivision Regulations justifies the denial of the preliminary plat in this case, we disagree.

... It would, therefore, be **“improper to utilize the very general language of the ‘purposes’ section [of the regulations] as a grant of otherwise unmentioned subjective discretion.”**

Id. at 415-16 (citing *Schaefer*, 847 S.W.2d at 872) (emphasis added). Of note, that these standards apply to the approval of plats (a broader land-use document than even site plans), they apply to the more-administrative-level of site plan review as well.

Further to the point, at the December 16, 2025, Planning and Zoning Commission meeting, discussion was held regarding what the Staff Report refers to as the six (6) considerations applicable to site plans. Those considerations come from UDC Sec 470.160 which itself—much like the situation addressed in *Alexander*—is titled “Purpose”. Consideration no. 6, in particular, contains very general language (which seemed to be the focus of the Planning and Zoning Commission) that the City should consider “the consistency of the development with the City’s Growth Management Plan.” Yet, at the meeting (available at <https://www.youtube.com/watch?v=EVWriVIZpL8&list=PLQ0SJG7CIXg-iKLZqqB4-tqbeYxPXf6t3&index=3>), the city attorney stated:

To follow up on Commissioner Townsend’s comment there or question there, the use by right, I would direct you back to page 2 of the Staff Report which talks about the site plan review and identifies the six factors that are associated with that. The fact is it is a commercial site and it’s a commercial use that’s being proposed to you this evening.

The six factors have been outlined in the terms of our UDC. Those six factors include a number of items that the staff has reflected on and has provided input on. The one that has been kind of the focal concern, I think under number six, is the City’s Growth Management Plan and how it complies with the **overall concepts** of what our master planning and our planning department focuses its efforts. So, from a perspective of use of, right of use, it’s a commercial development, commercial use.

They still have to comply with the site plan obligations. They believe they have satisfied all six of those items. **If they do so, that would make it an obligatory—not an obligatory, that’s probably not right—that would decrease your legislative discretion for it.**

Emphasis added. (Note, the Court of Appeals in *Alexander* classified actions such as these as “administrative”, not “legislative”.)

All of this is to say that the Court of Appeals in *Alexander* recognized that the use of such vague and generalized “goal” or “purpose” provisions are holes in the City’s administrative duties big enough to drive a truck through, or too-cute-by-half exceptions that would swallow the rule of the otherwise standard and objective approval criteria. The use of general “purpose” provisions over the actual standards and requirements makes the Planning and Zoning Commission’s decision arbitrary and subjective. Therefore, the City has the ministerial duty of approving 7 Brew’s site plan.

The Staff Report and the Planning and Zoning Commission’s determination reflect other arbitrary, subjective, capricious, standards being applied to 7 Brew. These include the following:

- Non-equal treatment of 7 Brew as compared to other businesses in the same area;

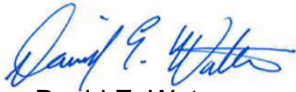
- Non-equal treatment of 7 Brew as compared to other nearly-identical businesses and plans which have recently received City approvals (Starbucks, Scooters, Einstein);
- Anti-competitive favoritism towards businesses that received City incentives (Chick-Fil-A);
- The seeming intent to freeze property owners and businesses out of approvals unless and until the City can arrange for combination-parceling of real estate that can “better offset the issued public incentives” (of which 7 Brew was not even a part); and
- Making property owners and businesses carry the burden of the City perhaps not implementing its comprehensive plan through its UDC; that is, punishing businesses that have followed the rules based on vague wishes of the City.

For all the foregoing reasons, we and 7 Brew request that the governing body reconsider this matter and grant 7 Brew’s appeal. Please understand that, while 7 Brew remains excited to bring its proven concept to the Raymore area, 7 Brew is fully prepared to pursue its rights in this matter to ensure that its plan—which meets all standards of the UDC—is approved.

Thank you for your consideration.

Very truly yours,

SPENCER FANE LLP



By: David E. Waters

cc: Mr. David Gress, Development Services Director (via email to dgress@raymore.com)
Jonathan Zerr, City Attorney (via email to jonathan@kwlawkc.com)

January 21, 2026

City of Raymore
100 Municipal Circle
Raymore, MO 64083

Re: **Proposed 7-Brew
W Foxwood Dr, Raymore, MO 64083 ("Property")
Our File # 17575**

Redevelopment and Permitted Use

To whom it may concern:

Realty Income appreciates the City of Raymore's engagement and the opportunity to clarify our position regarding the existing site located in Raymore, Missouri.

As a company, Realty Income's business model focuses on the ownership of single-tenant, free-standing commercial buildings leased to industry-leading operators under long-term, net lease structures. This model has been central to our portfolio strategy and supports the operational efficiency and consistency that our tenants and shareholders expect.

Consistent with this long-standing approach, we are not interested in redeveloping the property for a multi-tenant purpose. Multi-tenant retail buildings do not align with our investment or operational strategy, and the existing site, regardless of any available adjacent parcels, does not offer a functional footprint dimensionally suited to accommodate a multi-tenant use and the associated vehicle parking.

In addition, the proposed 7Brew coffee use is a use by right under the current commercial zoning code, and as such, we intend to continue to support the 7Brew single-tenant development plan in accordance with all applicable approvals and permitting processes.

We appreciate the City's attention to this matter and remain committed to working collaboratively within the parameters of our established real estate approach.

Please feel free to contact us if additional clarification is needed.

Sincerely,

REALTY INCOME CORPORATION, on behalf of
Realty Income Corporation

Ray Gormsen

Ray Gormsen
Senior Project Manager

FIGURE 4.5

RAYMORE GATEWAY

Raymore Gateway: The Front Door Into the Community

Figure 4.5 shows an initial concept for the Raymore Gateway activity center, which acts as the true gateway into the community. With adjacent development projects like the Raymore Market Place providing high-quality building and architectural design, in addition to the incorporation of art pieces and signage like the Raymore Seedpod sculpture, this site presents opportunities to let residents and visitors alike know when they've entered Raymore. With the City's recent investment in Westgate Drive, the site is well-positioned for both new development on the greenfield site to the east, and unique redevelopment opportunities on the west side.

Ideal land uses for this site include the following:

- Commercial center with large-scale retail
- Restaurants
- Entertainment area
- High-density residential along the north and east sides of the property



THE **PLANNING AND ZONING COMMISSION** OF THE CITY OF RAYMORE, MISSOURI, MET IN REGULAR SESSION **TUESDAY, DECEMBER 16, 2025** IN THE COUNCIL ROOM AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI WITH THE FOLLOWING COMMISSION MEMBERS PRESENT: MICHELLE PARKER, REGINALD TOWNSEND, AARON HARRISON, MATTHEW WIGGINS, KELLY FIZER, ERIC SMITH, AND MAYOR TURNBOW. ABSENT WERE LOREN SHANKS AND MARIO URQUILLA. ALSO PRESENT WAS DEVELOPMENT SERVICES DIRECTOR DAVID GRESS, SENIOR PLANNER DAVE MCCUMBER, CITY ATTORNEY JONATHAN ZERR, SENIOR ENGINEERING TECHNICIAN DEVON PERRY, ECONOMIC DEVELOPMENT DIRECTOR JORDAN LEA, AND ADMINISTRATIVE ASSISTANT EMILY JORDAN.

1. **Call to Order** – Chairman Wiggins called the meeting to order at 6:00 p.m.
2. **Pledge of Allegiance**
3. **Roll Call** – Roll was taken and Chairman Wiggins declared a quorum present to conduct business.
4. **Personal Appearances** - None
5. **Consent Agenda**

a. **Approval of Minutes from the November 18th, 2025 meeting.**

Motion by Mayor Turnbow, Seconded by Commissioner Smith to approve the Consent Agenda.

Vote on Motion:

| | |
|-----------------------|--------|
| Commissioner Parker | Aye |
| Commissioner Shanks | Absent |
| Commissioner Townsend | Aye |
| Commissioner Harrison | Aye |
| Commissioner Fizer | Aye |
| Commissioner Smith | Aye |
| Commissioner Urquilla | Absent |
| Mayor Turnbow | Aye |
| Chairman Wiggins | Aye |

Motion passed 7-0-0.

6. **Unfinished Business -**

a. **Election of Officers**

Development Services Director David Gress gave an overview of how the election of Officers works, and noted that both of the Commissioners that were up for reappointment were reappointed by the City Council. Since all Commissioners are current on their appointments, an election for Officers may take place. The current slate of officers is Chairman Wiggins, Vice Chair Fizer, and Secretary Smith. The current slate of officers should state willingness to continue to serve before being reelected.

All Officers voiced willingness to continue to serve.

Motion by Commissioner Townsend, Seconded by Mayor Turnbow, to accept the current slate of officers and reelect them for another term.

Vote on Motion:

| | |
|-----------------------|--------|
| Commissioner Parker | Aye |
| Commissioner Shanks | Absent |
| Commissioner Townsend | Aye |
| Commissioner Harrison | Aye |
| Commissioner Fizer | Aye |
| Commissioner Smith | Aye |
| Commissioner Urquilla | Absent |
| Mayor Turnbow | Aye |
| Chairman Wiggins | Aye |

Motion passed 7-0-0.

Mr. Gress noted that the 2026 meeting calendar will be brought to the Commission in an upcoming meeting to be voted into adoption.

7. New Business -

a. Case #25017 - 7Brew Site Plan - Raymore Gateway Lot 2

Wade Harden, the applicant for the project, came to the podium to give an overview of the request. Mr. Harden noted that he believes the project should be allowed as a use by right. Chick-Fil-A is located next door and would share an entrance on the west side of the property. The developers would meet or exceed the Unified Development Code (UDC) requirements for parking and car stacking. The storm water is already taken care of for the property. There are more than 500 locations for 7Brew, and the lot selected would be a great location for the development. To the east of the property, there is a remnant tract that would not be purchased by the developers. It is too small to add any value to the project, but would be maintained by the developers to ensure the area looks nice and presentable. A hike and bike trail would be installed to benefit residents and customers, as well as landscaping and lighting.

City Planner Dave McCumber gave an overview of the case, including the staff report, existing and surrounding zonings, past planning actions, alignment with the Comprehensive Plan, Staff comments, and findings of fact. Mr. McCumber covered the special use standards, parking, sidewalks, access easements, and stacking. An access easement should be created between lots 1 and 2 to help settle potential future conflicts regarding traffic between the lots. This has been listed as a condition of approval. There were incentives in place for the demolition of a building previously located on the property, including the creation of Westgate Drive which split the platted lot, creating a remnant tract. There has been an effort to combine the remnant tract with lot 2 but efforts have been unsuccessful. Ideally, a developer would purchase both the remnant and lot 2 to combine them into a larger developable area to develop a highly sought-after multi-tenant building, or similar development that would better utilize the footprint of the undeveloped area. Concentration of drive-through lanes has become something that defines the entry corridor of Raymore. The request conflicts with the Comprehensive Plan and UDC goals of balanced growth and traffic congestion. Most of the findings of facts show met requirements, but the project conflicts with long range planning goals and redevelopment efforts of the City. City Staff would like to continue to encourage the use of a larger

developable area, and recommend the Commission accept the findings of fact and deny the case.

Mayor Turnbow raised concerns about adding site access to the property via 58 Highway.

Mr. McCumber noted that there would not be a new access via 58 Highway or from Westgate. New access to the property would be provided through the parking lot thoroughfare shared with Chick-Fil-A.

Mayor Turnbow noted that City Staff, the Planning & Zoning Commission, and the City Council all worked very hard to create the new Comprehensive Plan and asked staff to comment on how this Case fits into the new Comprehensive Plan.

Mr. Gress gave a brief overview of the Comprehensive Plan. It was adopted by the City Council, and it gives guidance on the direction of the growth of the City for the next 20 years. Many community goals were included in the Comprehensive Plan, and it also includes insight into balance of land use, concentration of similar types of buildings, and other guiding principles for the City for the next 20 years. The currently proposed project would create a lot of traffic congestion and generally does not align with the 2045 Comprehensive Plan. Since that is a recently adopted document, it should be taken into consideration when voting on the case.

Commissioner Townsend had a question regarding vehicle stacking.

Mr. Gress noted that the developer is proposing for cars to wrap around the building from south to north, along the south and east property lines. A double drive-through is being proposed, which would cause significant traffic congestion in the area.

Commissioner Townsend had a question regarding the remnant tract of land and the improvements being proposed by the developer.

Mr. Gress noted that the improvements would be to the right-of-way, not to the tract itself.

Commissioner Townsend asked if Staff had any plans or ideas on what could be done with the remnant tract.

Mr. Gress gave the history of the blight study that was done previously regarding the remnant tract and lot 2. There was previously a barrier fence separating lot 2 and the remnant tract, in addition to significant overgrowth, but it was removed to remediate the blight. Adding a building to lot 2 would only create a new barrier between the right-of-way and the proposed development that generally existed before the removal of the building.

Chairman Wiggins had a question regarding the right-of-way shown in the packet.

Mr. Gress noted that the area shown is half right-of-way and half remnant tract.

Chairman Wiggins asked if the remnant tract was not bought into lot 1 and considered part of the development, who would take care of it?

Mr. Gress commented that part of the tract would be maintained by the applicant, but it would not be their responsibility to maintain the tract long term.

City Attorney Jonathan Zerr mentioned that the owner of the remnant tract is still responsible for the maintenance. The lot is considered unbuildable as it stands.

Mayor Turnbow had a question about the vehicle stacking diagram shown in the packet.

Mr. Gress and Chairman Wiggins both commented that it is not a rendering of the actual proposed development, just an image from the UDC. The plan drawings in the packet better show the proposed drive-through stacking.

Commissioner Townsend asked about a trail that is being proposed and had questions about trail lighting.

Mr. McCumber noted that it will be in the right-of-way. The applicant would be responsible for installing the trail lighting.

Commissioner Smith asked about interest in lot 2.

Mr. Gress commented that there has been some interest in the lot by developers, but nothing serious.

Commissioner Smith questioned if the developers are meeting the bulk of the development standards and are maintaining the remnant tract why the City would recommend denying the project.

Mr. Gress asked the Commission to explore more options when considering the Case. Staff believes there is a better option for the area that aligns with the Comprehensive Plan and redevelopment goals of the City, including the possibility of a builder who will take the remnant lot and put it to a more productive use. A development such as a multi-tenant building, a sit down restaurant, or a restaurant without a drive through.

Commissioner Smith asked if Chick-Fil-A had been looped into the conversation and if so, what their opinion was.

Mr. Gress noted that Chick-Fil-A does not own the land in question, but they have no issue with the proposal.

Mr. Zerr encouraged the applicant to come to the podium to answer questions and give comments.

Mr. Harden came back up to the podium to answer questions. Mr. Harden stated that the 2045 Comprehensive Plan was adopted by resolution. The development should be allowed by right. The developers are willing to go above and beyond the requirements which would be beneficial to the City. Traffic wouldn't be much of an issue, since most of the drive-through business generated by the development is drive-by traffic.

Jason Pullman came to the podium on behalf of the developer. Mr. Pullman believes the City is concerned about having an unbuildable lot, but there is currently already an unbuildable lot there. The creation of Westgate Drive created an unusable lot, practically unbuildable. The lot is not economically viable, so there is no incentive to buy it. Though they don't want to buy it, the developers will take care of the remnant lot. Mr. Pullman feels that 7Brew would be a great use for the property and could possibly generate more income than a multi-tenant building. Other 7Brew locations are on similarly sized lots with similar traffic patterns and traffic has not become an issue for the development.

Commissioner Townsend asked about the remnant tract being unbuildable, and for clarification on use by right.

Mr. McCumber noted that based on the size of the remnant tract, including the setback requirements and rights-of-way, not much would fit on the lot without intervention.

Mr. Zerr stated that use by right implies that since all of the requirements have been met by the developer, there may be a case made that the request should be approved even if it does not align with the Comprehensive Plan. If the Commissioners agree that the project proposes the highest and best use for the property, they should vote to approve the request.

Mr. Gress noted that there are findings outlined in the Staff Report that show both support and non-support.

Chairman Wiggins asked if the Comprehensive Plan provided guidance regarding similar businesses being located close to one another.

Mr. Zerr noted that a vote should not be based on economic development of the area and should not take competing businesses into account.

Mr. Gress stated that the Comprehensive Plan looks for balanced and compatible growth. On the proposed lot, anything with a drive-through would not be best suited for the area. This includes coffee shops, drive-through oil changes, or anything of the sort. Similar issues would be a concern with those types of businesses, not just the current proposal.

Motion by Commissioner Townsend, Seconded by Mayor Turnbow, to accept the Staff proposed Findings of Fact and deny Case #25017 - 7Brew Site Plan, Raymore Gateway Lot 2.

Vote on Motion:

| | |
|-----------------------|--------|
| Commissioner Parker | Aye |
| Commissioner Shanks | Absent |
| Commissioner Townsend | Aye |
| Commissioner Harrison | Aye |
| Commissioner Fizer | Aye |
| Commissioner Smith | Nay |
| Commissioner Urquilla | Absent |
| Mayor Turnbow | Aye |
| Chairman Wiggins | Nay |

Motion passed 5-2-0.

Mayor Turnbow commented that he voted to deny the case because he felt it was the wrong move to overlook the highest and best use of the property, and doesn't want the City to limit themselves by allowing a project that doesn't align with the Comprehensive Plan.

Commissioner Townsend commented that he finds the findings of fact to be adequate, but believes that the project is not right for the site.

Commissioner Smith commented that he voted to approve the case because he feels that the project meets all obligations, and questioned the use of variances in the City.

8. City Council Report

City Attorney Jonathan Zerr provided an overview of recent City Council meetings since the Commission last met.

9. Staff Report

Mr. Gress gave the staff report, including the Development Services monthly report. Mr. Gress provided information on the City's current development projects and housing permit activity. Mr. Gress also noted upcoming meetings and hearings.

10. Public Comment

There were no public comments.

11. Commission Member Comment

Commissioner Parker wished everyone a happy holiday, and commented on the development application.

Commissioner Townsend seconded other Commissioners' comments.

Commissioner Harrison wished everyone a happy holiday.

Chairman Wiggins thanked Staff and the applicant, and bid everyone a happy holiday.

Commissioner Fizer thanked Staff and wished everyone a happy holiday.

Commissioner Smith wished everyone a happy holiday.

Mayor Turnbow thanked those who came to the Mayor's Christmas Tree Lighting ceremony and noted to the applicant that there is a way to use the property that aligns with the highest and best use, but thanked them for their application.

12. Adjournment

Motion by Mayor Turnbow, Seconded by Commissioner Smith, to adjourn the December 16, 2025 Planning and Zoning Commission meeting.

Rollcall Vote on Motion:

| | |
|-----------------------|--------|
| Commissioner Parker | Aye |
| Commissioner Shanks | Absent |
| Commissioner Townsend | Aye |
| Commissioner Harrison | Aye |
| Commissioner Fizer | Aye |
| Commissioner Smith | Aye |
| Commissioner Urquilla | Absent |

Mayor Turnbow
Chairman Wiggins

Aye
Aye

Motion passed 7-0-0.

The December 16, 2025 meeting adjourned at 7:03pm.

Respectfully submitted,
Emily Jordan



RAYMORE

come home to more

CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 2/9/2026
SUBMITTED BY: Trent Salsbury DEPARTMENT: Public Works
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - Dean Avenue Curb Replacement Phase 1 (pg 136)

STRATEGIC PLAN GOAL / STRATEGY

6.2 Ensure capital planning efforts align with the growth and maintenance needs of the community.

FINANCIAL IMPACT

| | |
|-----------------------------|----------------------|
| Award To: | Phoenix Concrete LLC |
| Amount of Request/Contract: | \$324,253.80 |
| Amount Budgeted: | \$500,000.00 |
| Funding Source/Account: | 36 |

PROJECT TIMELINE

| | |
|----------------------|--------------------|
| Estimated Start Date | Estimated End Date |
| 3/2/2026 | 4/30/2026 |

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 4012
2. Phoenix Concrete Proposal
3. Contract

BACKGROUND / JUSTIFICATION

This project will primarily consist of the removal and replacement of approximately 8,115 linear feet of high back curb. Additional tasks will include the removal and replacement of

ADA ramps and sidewalks in select areas.

The City received the following bids on January 29, 2026:

| | |
|-------------------------------|--------------|
| Phoenix Concrete LLC | \$324,253.80 |
| JM Fahey Construction Company | \$356,370.00 |
| Freeman Concrete Construction | \$357,687.50 |
| INCO USA LLC | \$392,088.83 |
| Terry Snelling Construction | \$430,718.00 |

Phoenix Concrete LLC was determined to be the lowest and best bidder.

Staff recommends the contract for the Dean Avenue Curb Replacement Phase 1 be awarded to Phoenix Concrete LLC in the amount of \$324,253.80.

BILL 4012

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PHOENIX CONCRETE LLC FOR THE DEAN AVENUE CURB REPLACEMENT PHASE 1, CITY PROJECT NUMBER 26-495-201 IN THE AMOUNT OF \$324,253.80 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, this project is included in the FY 2026 Capital Budget; and,

WHEREAS, bids for this project were received on January 28, 2026; and,

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

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

Section 1. The City Manager is directed to enter into a contract in the amount of \$324,253.80 with Phoenix Concrete LLC for the Dean Avenue Curb Replacement Phase 1, attached as Exhibit A.

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

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

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

DULY READ THE FIRST TIME THIS 9TH DAY OF FEBRUARY, 2026.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF FEBRUARY, 2026, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

PROPOSAL FORM A

RFP 26-495-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: Phoenix Concrete LLC

ADDRESS: 15453 S. Keeler
Street

ADDRESS: Olathe KS 66062
City State Zip

PHONE: 913-390-1700

E-MAIL: Charles@PhoenixConcreteKC.com

DATE: 1-27-20 (Month-Day-Year) Charles Vanmetre ESTimator
Signature of Officer/Title

DATE: 1-27-2026 (Month-Day-Year) [Signature] Manager
Signature of Officer/Title

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

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

PROPOSAL FORM B
RFP 26-495-201

CONTRACTOR DISCLOSURES

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

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

Legal Matters

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

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

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

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

Required Representations

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

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

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

PROPOSAL FORM C
RFP 26-495-201

EXPERIENCE / REFERENCES

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

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

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

| | |
|---|---------------------|
| COMPANY NAME | <i>See Attached</i> |
| ADDRESS | |
| CONTACT PERSON | |
| CONTACT EMAIL | |
| TELEPHONE NUMBER | |
| PROJECT, AMOUNT AND DATE COMPLETED | |

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

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

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

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

State the number of Years in Business: 17

State the current number of personnel on staff: 50

PROPOSAL FORM D
RFP 26-495-201

Proposal of Phoenix Concrete LLC, organized and
(Company Name)
existing under the laws of the State of Kansas, doing business
as Phoenix Concrete (*) LLC

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 26-495-201 – Dean Ave. Curb Replacement Phase 1.

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

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

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

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

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

BID PROPOSAL FORM E – Project No. 26-495-201

Dean Avenue Curb Replacement Phase 1

Base Bid

| Base Bid Items | Units | Estimated Quantities | \$/Units | Total |
|---|-------|----------------------|--------------------------|---------------------------|
| Mobilization, Bonds, Insurance, Pre Construction Photos | LS | 1 | \$ 18,000. ⁰⁰ | \$ 18,000. ⁰⁰ |
| High Back Curb Removal | LF | 8115 | \$ 9. ⁸³ | \$ 78,147. ⁴⁵ |
| High Back Curb Replacement | LF | 8115 | \$ 22. ⁴⁹ | \$ 182,506. ³⁵ |
| ADA Ramps | Each | 8 | \$ 2,837. ⁵⁰ | \$ 22,700. ⁰⁰ |
| 4" Sidewalk Replacement | SF | 1000 | \$ 14. ³⁰ | \$ 14,300. ⁰⁰ |
| Traffic Control | LS | 1 | \$ 8,600. ⁰⁰ | \$ 8,600. ⁰⁰ |
| | | | | \$ |
| | | | | \$ |
| | | | | |
| TOTAL BASE BID | | | | \$ 324,253. ⁸⁰ |

Company Name Phoenix Concrete LLC

Total Base Bid for Project Number: 26-495-201

\$ 324,253.⁸⁰

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

(\$ Three Hundred Twenty Four Thousand Two Hundred Fifty Three dollars and eighty cents)

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

**BID PROPOSAL FORM E – RFP 26-495-201
CONTINUED**

Company Name Phoenix Concrete LLC

By 
Authorized Person's Signature

Charles Van Meter
Print or type name and title of signer

Company Address 15452 S. Keeler
Olathe KS 66062

Phone 913-390-1700

Fax NA

Email Charles@PhoenixConcreteKC.com

Date 1-27-20

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. 1 with added plan page

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

LATE BIDS CANNOT BE ACCEPTED!

CITY OF RAYMORE

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



ADDENDUM NO. 1

Dean Avenue Curb Replacement
Project #26-495-201

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

Addendum No. 1 - Question and clarification.

1. Question: Will it be required to install asphalt in front of the new curb or can we pour concrete flush with existing asphalt?

Response: If the contractor chooses to cut out a 4"-6" wedge in front of the curb, it will need to be filled with concrete up to 2" below surface and finished with a 2" hot asphalt cap. We prefer the hot asphalt be reinstalled at once as much as possible to avoid multiple cold joints. We will not allow concrete to be poured to the surface.

2. Question: Is the 1000 SF of sidewalk adjacent to the ADA ramps or is it spread out along the two roads?

Response: The sidewalk will be within the limitations of the project scope. Not necessarily only attached to the ADA ramps.

3. Question: Are the curbs set on dirt or asphalt?

Response: Please see the attached drawing. It appears that the curb is sitting on asphalt. We still recommend the bidder to do a site evaluation if they want a direct answer.

4. Question: If they are directional ramps will they be paid as one or two?

Response: The unit price named in the bid shall be for each ADA Ramp installed.

5. Question: The curb in front of the ramp is it to be paid as curb or ramp?

Response: It will be paid for as curb.

6. Question: If we are removing or installing curb on one side of the road, can we do a second lane drop and work on the other side?

Response: In areas with four lanes, this scenario will work. We will allow this on Dean Ave as long as it doesn't have a negative impact on the round-a-bout. On Lucy Webb, this will not work.

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

Company Name: Phoenix Concrete LLC

By: Charles VanMetre Charles VanMetre

Title: Estimator

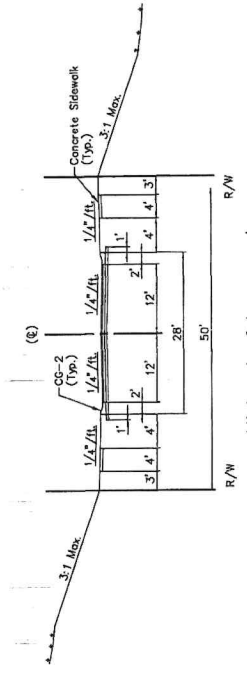
Address: 15452 S. Keeler

City, State, Zip: Olathe, KS 66002

Date: 1-27-26 Phone: 913-390-1700

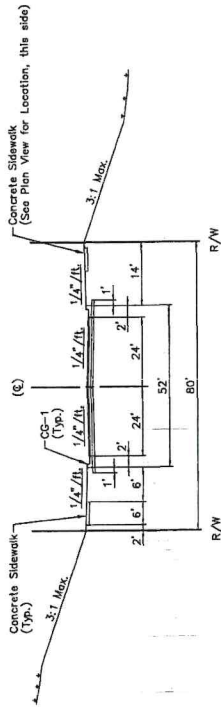
Signature of Bidder: Charles VanMetre

ADDENDUM MUST BE SUBMITTED WITH BID



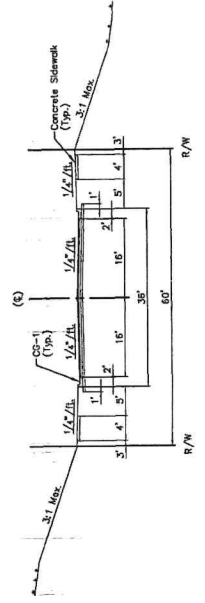
Hickoryleaf Lane and
Timber Trails Drive

- NTS
- 2" TYPE 3 ASPHALTIC CONCRETE SURFACE
 - 6" TYPE 1 ASPHALTIC CONCRETE BASE COURSE
 - 6" MIN. COMPACTED SUBGRADE
 - 95% OF STANDARD MAX. DENSITY



DEAN AVENUE

- NTS
- 2" TYPE 3 ASPHALTIC CONCRETE SURFACE
 - 9" TYPE 1 ASPHALTIC CONCRETE BASE COURSE
 - 6" MIN. COMPACTED SUBGRADE
 - 95% OF STANDARD MAX. DENSITY



JOHNSTON DRIVE

- NTS
- 2" TYPE 3 ASPHALTIC CONCRETE SURFACE
 - 9" TYPE 1 ASPHALTIC CONCRETE BASE COURSE
 - 6" MIN. COMPACTED SUBGRADE
 - 95% OF STANDARD MAX. DENSITY



NOTES:

| | | |
|----------|-------------------|---|
| 09-26-05 | Shannon G. Blaser | Submitted to the City of Raymond, Missouri |
| 11-17-05 | Shannon G. Blaser | Revised Per City Comments and Mayor's Approver's Print. |
| | | |
| | | |
| | | |
| | | |

| DATE | P. E. SIGNATURE | DESCRIPTION |
|------|-----------------|-------------|
| | | |
| | | |
| | | |
| | | |

| | |
|--------------|--------|
| Designed By: | J.C.M. |
| Drafted By: | C.A.B. |
| Reviewed By: | |
| S.D.S. | |



LUTJEN

TYPICAL SECTIONS
DEAN AVENUE
IMPROVEMENTS

Project No.: 04323
Sheet No.: 5

PHOENIX CONCRETE LLC.

15452 S. Keeler St. Olathe KS. 66062



- City of Olathe
Jim McMillian, Austin Lamparter, Leslie Donnelly, Scott Jennings
Phone - 913-971-9425
100 E Santa Fe Olathe, KS.
Project: 2023 Sidewalk Construction
Completion: 2023
Amount: \$700,000.00
Project: 2024 Local and Collector Group A
Completion: 2024
Amount: \$2,500,000.00
Project: Concrete Services 17-4087 - On Call Concrete Patch Project
Contract Dates: 6/1/2017 to 12/1/2027
Project: 2024 Local and Collector Group B
Completion: 2024
Amount: \$2,500,000.00
Project: 2025 Local and Collector Mill and Overlay Group A
Completion: 2025
Amount: \$2,000,000.00
- City of Shawnee
Kenny Khongmaly
Phone - 913-631-2500
11110 Johnson Drive Shawnee, KS.
Project: 2023 Mill and Overlay
Completion: 2023
Amount: \$2,000,000.00
Project: 2024 Mill and Overlay
Completion: 2024
Amount: \$3,000,000.00
Project: Johnson Drive and Lamar UBAS
Completion: 2023
Amount: \$600,000.00

- City of Leawood
 Danny Bergeron, David Ley
 Phone - 913-339-6700
 4800 Town Center Drive Leawood, KS.
 Project: 2016 Curb and Mill & Overlay
 Amount: \$4,800,000.00
 Completion: 2016
 Project: 124th and Nall Parking Lot Repair
 Amount: \$20,000.00
 Completion: 2021
 Project: 143rd Street Repair
 Amount: \$150,000.00
 Completion: 2021

- City of Gardner
 John Trickett
 Phone - 913-856-7535
 120 E Main Street, Gardner KS.
 Project: 2023 Pavement Management Program
 Amount: \$800,000.00
 Completion: 2023
 Project: Center Street Rehab
 Amount: \$100,000.00
 Completion: 2024

- City of Prairie Village
 Dennis Thompson
 Phone - 913-530-3227
 3535 Somerset Drive Prairie Village, KS.
 Project: 2017 Concrete Repair Program
 Amount: \$700,000.00
 Completion: 2017
 Project: 2020 Concrete Repair Program
 Amount: \$700,000.00
 Completion: 2018
 Completion: 2020

- City of Lee's Summit
 Vince Schmoeger
 Phone - 816-989-1800
 220 SE Green Street Lee's Summit, MO.
 Project: 2023 Curb Repair Program
 Amount: \$2,600,000.00
 Completion: 2022
 Project: 2024 Curb Repair Program
 Amount: \$2,700,000.00
 Completion: 2023
 Project: 2025 Curb Repair Program
 Amount: \$2,900,000.00
 Completion: 2024

- City of Overland Park
 Becky Bonebrake, Jason Hussey, Josh Welge
 Phone - 913-895-6040
 8500 Santa Fe Ave Overland Park, KS.
 Project: 2020 Parking Lots Reconstruction
 Amount: \$3,300,000.00
 Completion: 2021
 Project: 2023 Street Improvement (Concrete) Program
 Amount: \$2,300,000.00
 Completion: 2023
 Project: 2024 CDBG Sidewalk Program
 Amount: \$800,000.00
 Completion: 2025
 Project: 2024 Street Improvement Overlay
 Amount: \$4,000,000.00
 Completion: 2024
 Project: 2025 Street Improvement Overlay
 Amount: \$5,000,000.00
 Completion: 2025

- City of Lawrence
 Amanda Sahin, Pat Weyer, Steve Lashley
 Phone - 785-832-3034
 6 E 6th Street Lawrence, KS.
 Projects: 2017-2018 Sidewalk GAPS and 2017 CDBG ADA Ramp Programs
 Amount: \$600,000.00
 Completion: 2019
 Project: Fire Station 2,3,4 and 1941 Haskell Pavement Replacement
 Amount: \$1,245,000.00
 Completion: 2019
 Project: 21st Street Bicycle Boulevard Improvements
 Amount: \$330,000.00
 Completion: 2020

- City of Merriam, KS.
 Carl Sanders, Todd Veeman
 Phone - 913-322-5521
 6901 Knox Street Merriam, KS.
 Projects: 2018 Curb, Mill and Overlay & Sidewalk Program
 Amount: \$1,400,000.00
 Completion: 2018
 Projects: 2019 Sidewalk Program
 Amount: \$300,000.00
 Completion: 2019
 Projects: 2020 Sidewalk Infill Program
 Amount: \$400,000.00
 Completion: 2020

- City of Mission, KS.
 Brent Morton
 Phone - 913-676-8380
 4775 Lamar Ave, Mission, KS.
 Projects: 2023 Street Reconstruction
 Amount: \$280,000.00
 Completion: 2023
 Projects: 55th Street Lamar to Mission Reconstruct
 Amount: \$320,000.00
 Completion: 2024
 Projects: 2025 Street Reconstruction
 Amount: \$320,000.00
 Completion: 2025

Phone: 913-390-1700 | Fax: 913-390-1701 | 15452 S. Keeler St. Olathe, KS. 66062

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Phoenix Concrete & Underground, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 745668

Approved by:

| | |
|--|--------------------|
| Employer Phoenix Concrete & Underground, LLC | |
| Name (Please Type or Print) Louis LaMourie III | Title |
| Signature Electronically Signed | Date 01/15/2014 |
| Department of Homeland Security – Verification Division | |
| Name (Please Type or Print) USCIS Verification Division | Title |
| Signature Electronically Signed | Date 01/15/2014 |



CITY OF RAYMORE
CONTRACT FOR SERVICES

Dean Avenue Curb Replacement Phase 1

This Contract for Dean Avenue Curb Replacement Phase 1, hereafter referred to as the **Contract** is made this 23rd day of February, 2026, between Phoenix Concrete LLC, an entity organized and existing under the laws of the State of Kansas, with its principal office located at 15452 S. Keeler, Olathe KS, 66062 hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

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

This contract is effective as of February 23rd, 2026 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal 26-495-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as

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

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

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

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$324,253.80.

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

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

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

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

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

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B. All pay requests will be paid by ACH instead of by check. An ACH form will be provided upon contract.

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

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

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

ARTICLE VII RESPONSIBILITIES

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

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

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

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

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

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

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

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

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 32) if the project is over \$75,000. The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII CANCELLATION AND/OR TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct

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

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

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

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

ARTICLE IX ARBITRATION

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

ARTICLE X WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed for a period of two (2) years from the date of substantial completion as noted in the 2019 City of Raymore "Standard Contract Documents and Technical Specification & Design Criteria for Utility and Street Construction."

Contractor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with the bid specifications.

ARTICLE XI
REQUIRED SAFETY TRAINING

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

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE
TO PROVIDE SAFETY TRAINING

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

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

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

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with

respect to the employees proposed to work in connection with the services requested herein.

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

ARTICLE XIV
ENTIRE AGREEMENT

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

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

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

THE CITY OF RAYMORE, MISSOURI

By:

Jim Feuerborn, City Manager

Attest:

Erica Hill, City Clerk

(CITY SEAL)

PHOENIX CONCRETE LLC

By:

Charles Vanmetre *Ch*

Title:

Estimator

Attest:

[Signature]

(SEAL)

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Dean Avenue Curb Replacement Phase 1

ANTICIPATED SCOPE OF SERVICES:

- This project will primarily consist of the removal and replacement of approximately 8115 LF of High back curb.
- Additional Tasks will include the removal and replacement of ADA ramps and some sidewalks in select areas.

1. SPECIFICATIONS WHICH APPLY

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

2. PROJECT AWARD

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

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

prices bid on the contract for any items because of increase, reduction or deletion.

3. PROJECT COMPLETION AND SCHEDULE

The Contractor shall complete all work within **60 calendar days** of the issuance of the Notice to Proceed. If work is suspended for winter shutdown, the contract time will be paused during the period of suspension as approved by the City. Prior to shutdown, the Contractor shall secure the site, provide temporary surfacing or traffic control measures as directed, and ensure the work area is left in a safe, serviceable condition. Temporary surfacing and traffic control will need to be checked weekly by the contractor, while fixing any issues. Work shall resume promptly upon issuance of approval to restart, and the remaining contract time shall recommence.

4. ENGINEER

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

5. GENERAL CONDITIONS

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

6. SPECIAL CONDITIONS

- Mobilization, Bonds and Insurance, Pre-Construction Photos: The lump sum price shall include all costs for mobilization, demobilization, performance, payment bonds, preconstruction photos and required insurance. The City of Raymore will only pay for these items one time. Any additional mobilizations will be at the expense of the contractor. Please see Appendix B General Terms and Conditions for additional information. Pre-Construction photos, contractor shall take pre construction photographs of all work locations, including pavement, curb and driveway intersections. Photographs shall be submitted to the City prior to removal operations.
- Existing Curb Removal: The unit price named in the bid shall be for the linear feet of existing curb & gutter removed. The unit price named in the bid shall cover all costs in connection therewith for removing any type of existing curb and/or additional existing materials to install replacement curb including cutting and disposal of material. Any

required detour or road closure signage or other required signage shall be subsidiary to this bid item. **Weather permitting curbs shall be replaced within 24 hours of existing curb removal.** Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems.

- ***Curb Replacement High Back:*** The unit price named in the bid shall be for the linear feet of curb & gutter replaced. The unit price named in the bid shall cover all costs in connection therewith for high back (CG-1), including: doweling into existing curb, expansion material, sawing construction joints, installation of new curb and protection of the new curb during the curing process. **Concrete curb shall be an approved KCMMB 4K mixture. Weather permitting curbs shall be replaced within 24 hours of existing curb removal.** The curb will be allowed to be replaced by either hand placement or machine placement. The Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems. If the curb is placed by hand, the contractor shall vibrate the concrete and if the back of the curb is honeycombed after removing the form, the back of the curb shall be grouted with non shrink grout which will be subsidiary to this bid item.
- ***ADA Ramp:*** The unit price named in the bid shall be for Each ADA Ramp installed. The unit price named in the bid shall cover all costs in connection therewith, including traffic control devices cutting, removal of existing material, disposal of material, doweling into existing concrete, truncated dome pad (more than one pad may be required at no additional cost), installation of new ADA Ramp and protection of the new ramp during the curing process. The ADA Ramps include the transition, ramp, landing. The ADA Ramp and curb shall not be poured monolithically. **Concrete used in the ADA Ramp shall be an approved KCMMB 4K mixture.** Site restoration is subsidiary to the ADA ramp bid item. The site shall be restored to equivalent or better condition. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems. **The ADA ramp shall be 6" thick concrete without reinforcement bar. If an existing diagonal ramp is selected for replacement a directional ramp may be used, this may require repositioning the ramp location.**
- ***4" Sidewalk Replacement:*** The unit price named in the bid shall be for the Square Foot (SF) of sidewalk removed and replaced. The unit price named in the bid shall cover all costs in connection therewith, including traffic control devices cutting, removal of existing material, disposal of material, doweling into existing concrete and protection of the sidewalk during the curing process. The sidewalk shall be 4" thick concrete without reinforcement. Sidewalk replacement may be in several areas of varying lengths. **Concrete shall be an approved**

KCMMB 4K mixture. Weather permitting sidewalk shall be replaced within 24 hours of existing sidewalk removal.

- Traffic Control and Traffic Routing and Signage: Work Zone Traffic Control shall be considered a lump sum for payment. The unit bid cost for this item shall include all materials, labor and equipment required to provide a safe working environment and maintain thru traffic including, but not limited to, all signage to control vehicle and pedestrian traffic, detours, and through the work area, as required by the MUTCD and dictated on the plans. Any required detour or road closure signage or other required signage shall be subsidiary to this bid item. An approved traffic control plan shall be submitted and approved by the City prior to construction starting.
- Site Restoration: Site Restoration shall be considered subsidiary to all bid items. The contractor shall follow APWA specifications section 2400 for Type A seed. Topsoil shall be used as fill material. Topsoil shall be defined as: fertile, friable and loamy soil of uniform quality, without admixture of subsoil material, and shall be free from material such as hard clods, stiff clay, hardpan, partially disintegrated stone, pebbles larger than one inch in diameter, and other impurities. Topsoil shall be relatively free from grass, roots, weeds, and other objectionable plant material or vegetative debris undesirable or harmful to plant life or which will prevent the formation of suitable seedbed. **Acceptance of this project and release of final payment will not occur until vegetation is established.**
- Working Hours: No work shall start before 7:00 A.M. including maintenance of equipment. ALL streets will be open to traffic no later than 4:00 p.m. unless expressly authorized in writing by the City Engineer. The City Engineer shall approve all work to be performed on Saturday, Sunday and on any holidays. All requests for doing such work shall be given 48 hours in advance.
- Construction Schedule: After being awarded the contract, the Contractor shall immediately prepare and submit for approval by the City, a construction schedule that will insure completion of the project within the contract time. **The schedule shall be submitted to the Engineer within ten (10) calendar days after issuance of the notice of award.** The Contractor will notify the City immediately of any significant changes in the submitted schedule of work.
- Weather Limitations: Concrete placement shall comply with the latest ACI 305R. No concrete shall be placed when the air temperature is below 27 degrees and falling. Concrete may be placed between 27

degrees and 40 degrees fahrenheit with approved cold weather protection methods per ACI 306R. Hot weather placement precautions shall be implemented when ambient temperatures exceed 90 degrees, including temperature control of materials, windbreaks and curing protection.

- Concrete Testing: Temperature, slump, air content and cylinders shall be taken on the first working day of every week. Four cylinders shall be cast and tested at 7 and 28 day intervals. Two cylinders will be held back for additional testing if required. A KCMMB 4K concrete mix shall be used on all exposed concrete. A concrete mix design shall be submitted prior to placing concrete. All concrete testing shall be subsidiary to the bid items in this project, contractor shall use an independent testing lab to perform the tests.

7. ADDITIONAL REQUIREMENTS

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

8. PROTECTION OF PUBLIC & PRIVATE PROPERTY

- Missouri One Call: Before starting work, the Contractor shall notify all utilities involved, and shall request them for cooperation in locating lines in advance of the work. The Contractor shall make reasonable effort to avoid breaking utility lines. The utility shall be notified immediately should a break occur in a line during construction under this contract. Any lines so broken by the contractor shall be repaired according to the utility company's standards at the expense of the Contractor.
- Pavement Protection: Wherever the work is along existing pavement, which is to be retained, traction equipment with lugs will not be permitted. The Contractor shall use utmost care not to damage or

destroy any existing pavement. Any pavement damaged or destroyed due to the operations of the Contractor, which is not within the contract limits shall be replaced.

- *Damages:* The Contractor will exercise care to prevent damage to existing roadways, highways, ditches, shoulders, structures, trees, and underground utilities adjacent to the construction site. The Contractor shall be held responsible for all damage to roads, highways, shoulders, ditches, bridges, culverts, trees, and other property, caused by him or his subcontractors in transporting materials to or from the site of work, regardless of location of such damage, and shall pay for or replace such damaged property to the satisfaction of the Owner of such property.

9. MEASUREMENT AND PAYMENT

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

10. ADDITIONAL BIDDING INFORMATION

Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 26-495-201

Appendix B
General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

Award of this contract is anticipated prior to the end of February, 2026.

C. *Insurance*

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

1. *General Liability*

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

Minimum Limits - General Liability:

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

2. *Excess/Umbrella Liability*

\$5,000,000 Each Occurrence

\$5,000,000 Aggregate

3. Automobile Liability

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

Minimum Limits - Automobile Liability:

\$1,000,000 Combined Single Limit

\$5,000 Medical Expense Limit

4. Workers' Compensation

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

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

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

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

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

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

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 32 for Cass County, Missouri, USA.

G. *Invoicing and Payment*

The Contractor shall submit invoices, in duplicate, for services outlined above in the scope of services. **Certified payroll shall be submitted with each pay request or invoice.** All pay requests will be paid by ACH instead of by check. An ACH form will be provided upon contract.

Invoices shall be based on the following schedule:

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

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Raymore codes.

L. *Drug/Crime Free Work Place*

Contractor acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Raymore property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. Any crimes committed while on City property.

Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Raymore in addition to any criminal penalties that may result from such conduct.

M. *Inspection*

At the conclusion of each job order, the Bidder shall demonstrate to the Public Works Director or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Bidder/Contractor at the Bidder's/Contractor's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Raymore.

N. *No Escalation of Fees*

The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

O. *Safety Training*

Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All on-site employees of a contractor or subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project and their employers will be subject to penalties as described in the Act.

- P. *Prevailing Wage Requirement (Public Projects under \$75,000 are excluded)*
The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 32). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

Not less than the prevailing wage included must be paid to all workers performing work under the contract (section 290.250, RSMo).

The Contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the Contractor or by any Subcontractor (section 290.250, RSMo).

Q. *Permits/Certificates*

Contractor shall be responsible for obtaining all permits/certificates, and for incurring all expenses associated with those items, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Occupational License" required of all contractors and sub-contractors doing business within the City limits of Raymore. This permit can be obtained from the office of the City Clerk, 100 Municipal Circle, Raymore, Missouri, 64083.

Certificate copies must be submitted with the RFP, if the project utilizes any of the contractors listed herein; Class A & B Contractors, Electricians, Plumbers and Mechanical Contractors.

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who held a 2012 Raymore Occupational License, must provide proof of at least eight (8) continuing education credits (CEU) related to the trade for which the license was issued within the last year.

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who did not hold a 2012 Raymore Occupational License, must provide a certificate of competency with a passing grade (70% or higher) from a nationally recognized testing institution; OR possess a Contractor's License from a reciprocating city; OR provide proof of a Bachelor's degree in Structural Engineering, Architecture or Construction Science.

R. *Mobilization, Bonds and Insurance*

Mobilization, Bonds, and Insurance will be considered a lump sum item for payment.

Payment shall be made on the following schedule.

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

S. *Bid Bond*

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

T. *Performance Bond*

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

Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

U. Payment Bond

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

V. Maintenance Bond

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

W. Rejection of Bids

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

X. Release of Information

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

Y. American Products

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

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

Z. Affidavit of Work Authorization and Documentation

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

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- * providing documentation affirming the bidder's enrollment and

participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

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



RAYMORE

come home to more

CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 2/9/2026
SUBMITTED BY: Nathan Musteen DEPARTMENT: Parks and Recreation
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - Recreation Park Baseball Light Plans (pg 182)

STRATEGIC PLAN GOAL / STRATEGY

Goal 7.4: Proactively plan for future growth, expansion and maintenance of the City's Parks and Recreation system

FINANCIAL IMPACT

Award To: Wilson and Company
Amount of Request/Contract: \$18,200
Amount Budgeted: \$65,000
Funding Source/Account: 45-00-8430-0000

PROJECT TIMELINE

| Estimated Start Date | Estimated End Date |
|----------------------|--------------------|
| 2/24/2026 | 5/5/2026 |

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Parks and Recreation Board
Date: 01/27/2026
Action/Vote: 6-0

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 4014
2. Contract
3. Electrical Service & Power Distribution Upgrades

BACKGROUND / JUSTIFICATION

The City of Raymore solicited proposals from qualified electrical design firms to provide professional engineering services for the design of electrical service and power distribution

system upgrades at Recreation Park. The scope includes the design of electrical power upgrades to four (4) baseball fields and a concession stand located within the park. Note: Lights on the two smaller fields were installed in 2018 and were not included in the scope. The existing electrical infrastructure, including pad-mounted utility transformers and power distribution systems maintained by Evergy, have been in service since the late 1990s and are at the end of their useful life expectancy. This project will allow staff to appropriately plan a future capital project. Requests for proposals were issued in August with a pre-bid and walk-through held in late August. Bids were due on September 4. One proposal was received and staff recommends Wilson and Company as the best and most responsive firm.

BILL 4014

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING A CONTRACT WITH WILSON AND COMPANY IN THE AMOUNT OF \$18,200 TO PROVIDE ENGINEERING DESIGN SERVICES FOR ELECTRICAL SYSTEM UPGRADES AT THE RECREATION PARK BASEBALL COMPLEX.”

WHEREAS, the City has four baseball fields with lights and a concession stand at Recreation Park that have been in service for over 25 years; and,

WHEREAS, the electrical equipment has reached the end of its useful life expectancy; and,

WHEREAS, City staff advertised and received bids for engineering design services for electrical upgrades; and,

WHEREAS, the Parks and Recreation staff reviewed the proposal and found that Wilson and Company was the best and most responsive proposal submitted.

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

Section 1. The City Manager shall be the authorized representative of the City herein for all instruments identified in Section 5.2(i) of the Charter.

Section 2. The City Manager and the City Clerk are hereby directed and authorized to execute the Agreement for and on behalf of the City of Raymore.

Section 3. The Mayor, the City Clerk and the City Manager are hereby directed and authorized to take the necessary steps under the Agreement to implement its terms.

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

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

DULY READ THE FIRST TIME THIS 9TH DAY OF FEBRUARY, 2026.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF FEBRUARY, 2026, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR PROFESSIONAL SERVICES

Recreation Park Baseball Light Plans

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 23rd day of February, 2026 between Wilson and Company, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 800 East 101st Terrace, Suite 200, Kansas City, Missouri 64131, hereafter referred to as the **Consultant**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto.

In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of February 23, 2026 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Consultant agrees to perform all work and provide all deliverables as specified in and according to the Request for Qualifications/Quote RFQu #25-463-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to the Contract Agreement set forth here. Consultant agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications,

terms and conditions as set forth within RFQu #26-463-201 including insurance and termination clauses as needed or required. The work as specified in Appendix A, may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II
TIME OF COMMENCEMENT AND COMPLETION

The work shall begin upon Council approval and City Manager's signature. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III
CONTRACT SUM AND PAYMENT

The City agrees to pay the Consultant, \$18,200.00 which is "not to exceed" \$18,200.00 dollars for completion of the work, subject to the provisions herein set. The City Manager has the authority for change orders.

ARTICLE IV
CONTRACT PAYMENT

The City agrees to pay the Consultant for the completed work as follows:

The Consultant shall provide the City with monthly billings for progress payments as the work is completed. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of the Consultant's work. The City will be the sole judge as to the sufficiency of the work performed. A 5% retainage will be held until acceptance of the project by the Raymore City Council, at which time final payment will be made.

In the event of the Consultant's failure to perform any of his duties as specified in this contract and addendums, or to correct an error within the time stipulation agreed upon by both parties, the City shall have the right to deduct an amount not to exceed twenty-five (25%) per invoice.

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

ARTICLE V
INSURANCE REQUIREMENTS

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

All policies for liability protection, bodily injury, or property damage shall include the City of Raymore as an additional insured as such respects operation under this contract (except for Worker's Compensation and Professional Liability coverage).

Consultant agrees to hold harmless and indemnify the City from any liability for damage, injury or death arising out of the work performance of the contract.

ARTICLE VI RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate a representative to render decisions on behalf of the City and on whose actions and approvals the Consultant may rely.

The Consultant's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Consultant), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Consultant. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Consultant shall agree upon any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

Consultant agrees to provide all services necessary to perform and complete the contract as specified. Consultant further agrees to keep and not change Project Manager and Project Team without notification and consent of the City.

Consultant will supervise and direct the work performed, and shall be responsible for his employees. Consultant will also supervise and direct the work performed by sub-Consultants and their employees and be responsible for the work performed by sub-Consultants hired by the Consultant.

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

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

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

ARTICLE VII TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, certified facsimile or email. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or e-mail.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Consultant at the address listed below. In the event this agreement is terminated, the City may hold as a retainer the amount needed to complete the work in accordance with Appendix B specifications.

ARTICLE VIII CONTRACT DISPUTES AND MEDIATION

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third party attorney in good standing and licensed to practice law in Missouri, to mediate the issue. Mediation shall be non-binding unless a written settlement agreement is reached. Costs of mediation shall be split equally between the parties. Failure of the parties to reach a resolution in mediation shall be a prerequisite to filing suit or initiating further action to resolve the dispute. In all cases where work on the project is not complete, the Contractor agrees to carry on with the work and to maintain the progress schedule during any dispute under this Contract unless otherwise mutually agreed in writing by the parties.

ARTICLE IX WARRANTY

Consultant shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with Appendix A specifications.

Consultant warrants that the goods shall be delivered free of the rightful claim of any third person by way of non-payment on the part of the Consultant for any tools and equipment in use or materials used and consumed on City property in completion of this agreement, and if City receives notice of any claim of such infringement, it shall, within ten [10] days, notify Consultant of such claim. If City

fails to forward such notice to Consultant, it shall be deemed to have released Consultant from this warranty as to such claim.

ARTICLE X
AFFIDAVIT of WORK AUTHORIZATION

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

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

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

ARTICLE XI
ENTIRE AGREEMENT

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

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

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

SEAL)

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

SEAL)

WILSON AND COMPANY

By: _____
Justin C. Klaudt

Title: Senior Vice President

Attest: _____
Michael Williamson

Appendix A

Scope of Services

1. INTRODUCTION AND PROJECT OVERVIEW

Services for the design of electrical service and power distribution system upgrades at Recreation Park. The scope includes the design of electrical power upgrades to four (4) baseball fields located within the park.

Note: Lights on the two smaller fields were installed in 2018 and not in scope.

The existing electrical infrastructure, including two (2) Evergy services, pad mounted utility transformers and power distribution system, have been in service since the late 1990s. The service voltage is 120/240V, 1 PH, 3W. Each service is 800A with two 400A Panelboards on each. The existing field lighting is Musco HID type and will remain in use. The Musco lighting control panels will be reused.

The electrical distribution components are now outdated and must be replaced with all-new above-ground equipment. The scope of work includes:

1. Coordinate with the local utility (Evergy) to verify the service size is suitable for the present Park requirements.
2. The new electrical system should include but is not limited to the following:
 - a. Replacement of the existing two (2) transformers as required.
 - b. Reuse underground primary feeders where possible.
 - c. Update service meters to meet current Evergy standards by removing the CT's from the transformers and installing in a new CT cabinet.
3. Electrical design shall show the following:
 - a. Each service shall have a single Main Service disconnect switch. Shall be "SE" rated NEMA 3R (800A minimum).
 - b. The new distribution panelboard shall be sized to feed all existing loads with 25% spare capacity. Existing loads include Musco lighting circuits, scoreboards, concession stand and miscellaneous equipment.
 - c. New secondary feeders, from the transformer to new distribution equipment. Reuse of existing underground electrical wire, where feasible, between new above ground and existing components.
 - d. Reuse the existing Musco lighting control panels and confirm all control functions are operating the lighting originally installed.

- e. Power feeds to each of the existing light poles on all baseball and softball fields.
- f. A new power feed 120/240V, 1 PH (200A Minimum), in a PVC conduit, routed from one of the new panelboards to the existing concession stand to accommodate future building upgrades.
- g. Instructions for a new electrical equipment rack made of galvanized metal and sturdy construction in a safe and secure manner.
- h. All electrical design shall be per the latest version of the National Electrical Code (NEC) and State and Local codes.
- i. The selected design firm will be responsible for providing detailed construction documents suitable for soliciting construction bids. Shall include, sealed electrical drawings and specifications, stamped by a professional engineer licensed in the State of Missouri. The project shall also address the following:

2. SUBMISSION REQUIREMENTS

Interested firms shall include the following in their proposal:

- a. Company profile, including relevant project experience with park lighting and utility design.
- b. Project approach and timeline.
- c. Confirmation of who will be sealing the electrical drawings stamped by a Missouri-licensed engineer.
- d. All required Forms A-E.

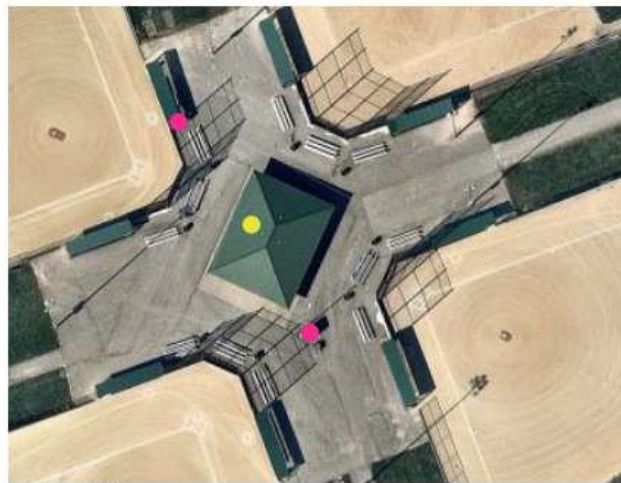
3. ADDITIONAL BIDDING INFORMATION

- 3.1 Project is tax exempt.

Exhibit A Recreation Park, Raymore, MO



- Transformer and Panel Box
- Concessions Building



Enlarged Plan

Appendix B General Terms and Conditions

A. *Procedures*

The extent and character of the services to be performed by the Consultant shall be subject to the general control and approval of the Parks Director in consultation with the Finance Director or their authorized representative (s). The Consultant shall not comply with requests and/or orders issued by any other person. The Parks Director will designate his/her authorized representatives in writing. Both the City of Raymore and the Consultant must approve any changes to the contract in writing.

B. *Contract Period*

Award of this contract is anticipated prior to the end of February 2026 with final design and bid specifications completed within 90 days.

C. *Insurance*

The Consultant shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with the work performed on behalf of the City of Raymore by the Consultant, its agents, representatives, employees or sub consultants. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. Claims made on policies must be enforce or that coverage purchased for three (3) years after contract completion date.

1. General Liability

Owners and Protective Liability.

Minimum Limits

General Liability:

\$2,000,000 Each Occurrence Limit

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

RP Baseball Light Plans

25-463-201

Page 10 of 13

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

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

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

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

G. *Invoicing and Payment*

The Consultant shall submit invoices, in duplicate, for services outlined above in the scope of services under Appendix A.

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Raymore codes.

L. *Drug/Crime Free Work Place*

The Consultant acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Raymore property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. Any crimes committed while on City property.

The Consultant further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Raymore in addition to any criminal penalties that may result from such conduct.

M. *Inspection*

At the conclusion of each job order, the Consultant shall demonstrate to the Public Works Director or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Consultant at the Consultant's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Raymore.

N. *No Escalation of Fees*

The pricing of services contained in the contract for the selected Consultant shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

O. *Permits*

The successful Consultant shall be responsible for obtaining all permits, and for incurring all expenses associated with those permits, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Business License" required of all vendors doing business within the City limits of Raymore (unless otherwise directed by the City Clerk). This permit can be obtained from the office of the City Clerk, 100 Municipal Circle, Raymore, Missouri, 64083.

P. Release of Information

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

Q. Rejection of Bids

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

R. Affidavit of Work Authorization and Documentation:

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

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

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

City of Raymore, Missouri

Electrical Service & Power Distribution Upgrades at Recreation Park

Statement of Qualifications

September 4, 2025

**WILSON
& COMPANY**
HIGHER RELATIONSHIPS



September 4, 2025

Kim Quade, CPPB
Purchasing Specialist
City of Raymore
100 Municipal Circle
Raymore, Missouri 64083

Re: RFQ No. 25-463-201 – Recreation Park Baseball Light Plans

Dear Ms. Quade and Selection Committee,

We are pleased to submit our proposal for the electrical service and power distribution system upgrades at Recreation Park in Raymore, Missouri. [Wilson & Company, Inc., Engineers & Architects \(Wilson & Company\)](#) provides multidisciplinary services for Midwest municipal clients. With a robust team of professionals with a background in electrical engineering and specialized experience in municipal projects, we are confident we will deliver reliable solutions that meet the City of Raymore's (City) needs. By selecting Wilson & Company, the City will benefit from a responsive and experienced partner committed to delivering high-quality, cost-effective solutions.

Wilson & Company's qualifications include various projects, including [street lighting, traffic control systems, and electrical utility distribution upgrades](#), while adhering to local codes and industry standards. Our approach combines technical proficiency with a strong emphasis on collaboration and communication, maintaining stakeholder engagement throughout the project lifecycle.

Wilson & Company's portfolio of municipal electrical design includes systems that enhance public safety. Our team conducts [thorough site assessments, develops detailed technical specifications, and manages multidisciplinary teams](#) to achieve timely and budget-conscious results.

At Wilson & Company, our culture mirrors how we do business; we bring people together to practice their craft, to create value, and to accomplish great things. [Higher Relationships](#) is our commitment and genuine offer to build long-lasting relationships with our clients, partners, and communities. The pillars include [discipline, intensity, collaboration, shared ownership, and solutions](#). For Wilson & Company, our culture aligns with the City's goals and objectives, and we focus on achieving success together.

We are excited about the opportunity to [partner with the City and contribute to impactful projects that enhance community infrastructure](#). We look forward to discussing how Wilson & Company's experience and vision align with your project goals.

Sincerely,



Mike Williamson
Project Manager
816 701 3113
micheal.williamson@wilsonco.com



Justin Klaut, PE, ENV SP
Senior Vice President
813 701 3178
justin.klaut@wilsonco.com

Project Understanding and Approach

Project Scope Understanding

The City of Raymore (City) is soliciting qualifications and a proposal from Wilson & Company to provide full engineering design services for their proposed electrical system upgrades at Recreation Park. The City is undertaking an upgrade that will replace existing electrical equipment and utility service connections that have been in service since the late 1990s. This will include modifications to the primary Evergy service connection, new service equipment, installation of new padmount transformers, and the installation of new power panels as identified in the RFQ. The scope also encompasses the design and installation of equipment support racks, feeder circuits, raceway modifications, and the removal of existing electrical equipment. The existing Musco light poles, lighting control panels, and all equipment currently connected to the power panels will remain in place and are not part of the proposed upgrades.

Project Approach

Wilson & Company is pleased to propose engineering design services for the City of Raymore's Recreation Park electrical system upgrade project. Our team will organize and execute the work to align with the project's delivery goals and technical requirements. As part of our commitment to understanding the City's objectives, our project manager has already conducted a site visit and met with City staff during the pre-bid process. This



engagement allowed us to identify key considerations that will inform the design phase. The following sections detail our approach to delivering a cost-effective, reliable, and future-ready solution for the City.

Design Services

Upon receiving the notice to proceed, Wilson & Company will hold an in-person kick-off meeting with the City to review the project scope, design approach, schedule, and expected deliverables. This meeting will also serve as an opportunity to gather information about the existing electrical system, including one-line diagrams, plan drawings, and system connection and tie-in points. In conjunction with the kickoff, we will perform a site survey and assessment to support the development of design solutions.

Wilson & Company will provide electrical engineering services to support the City in the execution of the electrical service and power distribution system upgrade at Recreation Park. The proposed design will incorporate the development of two new electrical services, each rated at a minimum of 800 amps, 120/240V. These services will be connected to new distribution panelboards that will be designed to accommodate all existing electrical loads with an additional 25% spare capacity for future expansion. Existing loads include Musco lighting circuits and controls, scoreboards, and miscellaneous equipment.

A dedicated panelboard will be designed for the concession stand to re-feed existing electrical loads while also providing additional capacity to support future expansion. Where feasible, existing electrical feeders will be reused to connect new panelboards to existing equipment. The electrical design will comply with the National Electrical Code along with state and local codes.

In addition, coordination with Evergy will be undertaken to ensure the electrical utility service design aligns with current utility standards. The design will incorporate new utility meter stands and padmount transformers that meet Evergy's latest metering and transformer specifications. The existing underground primary service will be evaluated for potential reuse to optimize resources and reduce installation impact.

We will design and develop key project documentation, including one-line diagrams, plan drawings, demolition drawings, and electrical equipment specifications. Also, a detailed cost estimate will be prepared, outlining anticipated expenses for equipment procurement and installation. The estimate will include itemized costs for major components such as electrical equipment, site preparation, and installation labor.

Project Management

We will develop a project management plan (PMP) prior to the start of the project. The PMP will cover the contract, correspondence, design criteria, budgeting requirements, CADD procedures, quality control process, and any specific project challenges. Additionally, the PMP will detail the specific work tasks to be completed for the project and establish the milestones, deadlines, deliverables, and project schedule. We will review the PMP during an internal project kickoff meeting with each member of the design team. This process makes sure that every design team member knows and understands the project goals.

Our project manager will be responsible for preparing, reviewing, and submitting invoices to the City. The project manager will also lead weekly coordination calls with the City's project manager to review progress, discuss upcoming activities, and address any design-related questions or issues.



Internal Quality Control

In 2009, Wilson & Company established the Performance Management Office (PMO) to focus on improving the Company’s performance. The PMO’s mission is to make project execution more efficient and effective for our clients and staff. To further the PMO’s initiative, internal quality assurance audits are performed by the assigned PMO representative at various milestones throughout the project. During this audit, the PMO representative will review all project documentation against the scope of services (SOS), PMP, and schedule with the project manager and quality control manager. This is particularly beneficial on large projects with tight schedules.

| | |
|---|---|
| No. _____ | Date _____ |
| CHECKPRINT | |
| Checked _____ | Date _____ |
| Backchecked _____ | Date _____ |
| Corrected _____ | Date _____ |
| Verified _____ | Date _____ |
| Drawing checked against calculations and calculation check confirmed. | |
| By _____ | Date _____ n/a <input type="checkbox"/> |

Deliverables

Wilson & Company will submit all design documentation to City of Raymore for review and approval. All submittals will be delivered electronically in PDF format. The design submittals will include the following submissions:

- 90% Design Package:
 - Electrical site and power plan drawings.
 - Grounding plans.
 - One-line diagrams.
 - Panelboard schedules.
 - Electrical installation details.
 - Engineer’s estimate of probable cost.
 - Electrical equipment specifications.
- Final Design Package:
 - Signed and sealed electrical drawings and specifications

Project Schedule

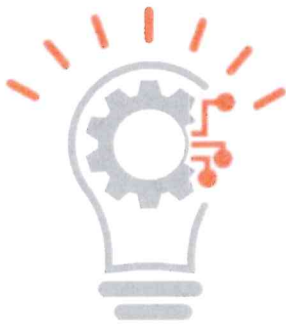
We understand that the project schedule is important to the City. Our approach will be to work closely with City staff to clearly identify project goals and key dates early on to eliminate any potential schedule delays. Our design team is available to begin work immediately on this project upon notice to proceed. We anticipate that we can meet the required 60 calendar day (8 week) completion. The milestone timeframe for this project after receipt of the Notice to Proceed are as follows:

| | |
|--------------------------------|------------------|
| Project Kickoff Meeting: | 1 week after NTP |
| 90% Design | 5 weeks |
| City Review | 2 weeks |
| Final Bid Documents..... | 1 week |
| Total Duration | 8 weeks |

Design Services Experience

Wilson & Company Profile

Wilson & Company has brought more than 800 people together in 16 offices over nine states to build Higher Relationships through discipline, intensity, collaboration, shared ownership, and solutions with our clients, partners, and communities. Our Kansas City office has more than 100 staff members dedicated to producing successful designs and project outcomes. After 93 years of business, professionals continue to hone their craft with us including electrical, civil, mechanical, and structural engineering; architecture; planning; biology; surveying; lidar scanning; mapping; GIS specializations; drone piloting; financial analysis; program management; construction administration and observation; and a growing number of multidisciplinary specialties. We seek to create value for a diverse client base, including federal and municipal governments, public transportation agencies, railroad companies, industrial and commercial corporations, and private developers.



Municipal experience and capabilities:

- Low and medium voltage distribution
- Aerial and underground design
- Substation design
- Power generation facilities
- Rate studies and cost of service evaluation
- SCADA/radio telemetry
- Building electrical and lighting design
- Control and plant automation systems
- Roadway and parking lot lighting

Electrical Services

Wilson & Company seamlessly connects clients to the electrical grid through a comprehensive energy services program. Our team delivers integrated solutions from feasibility studies, aerial photography, surveying, and mapping to land acquisition, water engineering, site civil design, plant configuration, permitting, and transportation access. We continue to support through construction administration, field engineering, and contract closeout, making sure we complete projects efficiently and reliably.

Our area of expertise can assist in local oversight with contractors and field personnel. Years of collaboration with Departments of Transportation (DOTs), federal and municipal governments, Class I railroads, and utility providers enable us to identify opportunities in electrical infrastructure planning, design, and solutions. We excel in challenging situations, which brings successful outcomes that benefit our clients and the communities they serve.

Wilson & Company's electrical design team has a pragmatic approach from decades of experience in municipal power system design, along with a leading understanding of new technologies. Our approach is to provide electrical systems and components that match your needs, and provide a robust, maintainable project. We prioritize designing electrical systems with long-term adaptability in mind, making sure our solutions remain relevant and easily upgradeable as technologies evolve.

Low Voltage Electrical Design Services

Wilson & Company provides comprehensive engineering services to support low-voltage electrical distribution projects for municipal clients. Our project experience spans electrical distribution system upgrades, commercial warehouse developments, water and wastewater lift stations and treatment facilities, and rail terminals. Our licensed professionals deliver tailored solutions across all phases of project development—from planning and design to implementation. Core capabilities include transformer and distribution panelboard design, cable sizing, and electrical system layouts. We also perform essential studies such as arc flash analysis, load flow modeling, protective device coordination, and short circuit evaluations to verify a safe and reliable electrical system. Drawing from our municipal project experience, we develop solutions that meet project requirements while supporting long-term operational resilience.

Transmission and Distribution Power Systems

Wilson & Company has experience designing municipal electrical infrastructure upgrades, including new aerial lines and voltage conversion projects. Our team has designed substations for systems operating at 138kV and below, tailored to meet utility requirements. We have developed high and medium voltage distribution systems for municipalities and industrial facilities requiring power over extended distances. Our experience spans aerial and underground primary distribution design.

Generation

Wilson & Company has designed and evaluated various emergency and standby engine generators, and back-up power systems for municipal clients. Our electrical engineers have completed comprehensive studies and design efforts for small- and large-scale generation projects, from standby systems to municipal power plant expansions. We have analyzed and implemented solutions across emergency power, cogeneration, and power plant additions. We provide clear, data-driven insights and recommendations, enabling our clients to make informed and logical decisions. Our broad experience equips us with the technical depth and practical knowledge to deliver reliable solutions.



Relevant Project Experience for Firm

The following representative projects demonstrate our proven ability to help clients achieve their goals through thoughtful electrical design and effective project execution.



East Mesa Public Recreation Complex, Los Cruces, NM (2024-ongoing)

Phase II of this project is currently under construction, following the successful completion of Phase I in the previous year. The initial phase included the installation of multiple electrical services, panelboards, and padmount transformers to support the park's infrastructure. This phase encompassed a complex of baseball diamonds, soccer fields, pickleball courts, and support buildings, with sports lighting systems coordinated in partnership with Musco. Phase II expands the scope to include additional restrooms, concession buildings, expanded pickleball, volleyball, and basketball courts, enhanced landscaping and hardscaping, extended site lighting, and the addition of a skate park.



Public Works Facility, City of Belton, MO (2023)

This project initially focused on re-establishing electrical service to a complex of previously abandoned buildings. It involved coordinating a new utility service with Evergy and distributing power to ten separate buildings. The project progressed in 2023 with the addition of electrical design services for a new building and a washdown area, supporting continued site development.



Heron Pond Park, Denver, CO (2022-ongoing)

This multi-phased project focuses on enhancing water quality, restoring the levee embankment, and developing a new park featuring expansive open spaces. Key elements include pathway and parking lot lighting, a maintenance garage, restrooms, public art installations, and playground areas. Due to the scale and complexity of the site, multiple utility services were required to support both the pathway lighting and facility infrastructure.



Water Works Park, City of Mission, KS (2024)

This project included electrical design and new service connections for a prefabricated restroom facility, as well as lighting design for a picnic area canopy. Scope also included photometric analysis and strategic placement of solar-powered light poles to illuminate pedestrian pathways and playground areas.



Little Mill Creek Trail Tunnel, City of Lenexa, KS (2023)

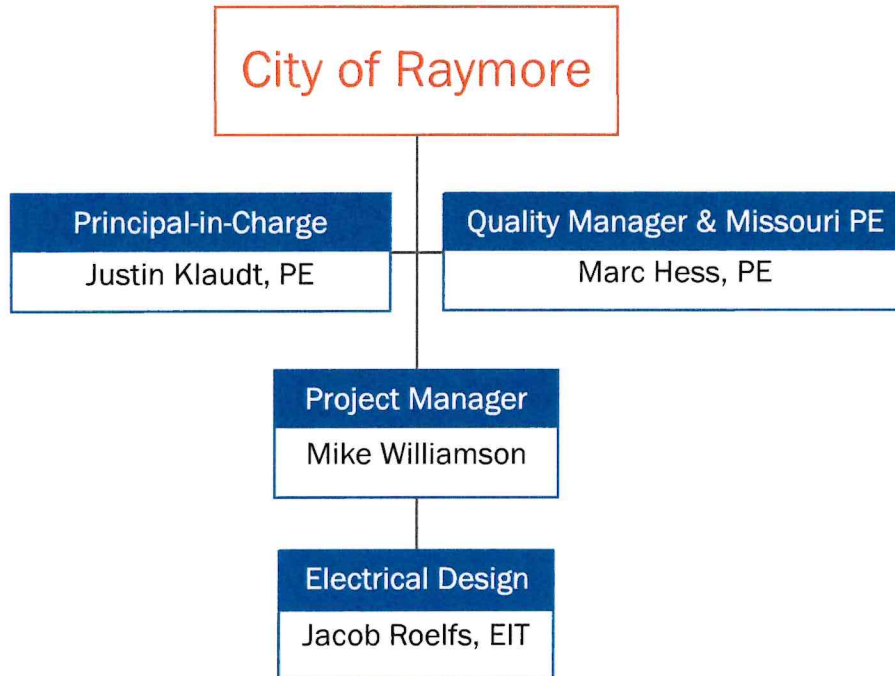
Wilson & Company served as engineering consultants for this project, which connected the Little Mill Creek Trail system to Sar-Ko-Par Trail Park in Lenexa. The scope included coordination with Evergy for utility service, design and installation of tunnel and pathway lighting, tunnel monitoring systems, pedestrian counting technology, and emergency blue light call boxes to enhance safety and user experience.

Key Personnel and Resumes

Meet Our Team

Wilson & Company provides a comprehensive, in-house team to support the City. We are organized by engineering specialty that provides function workflow and promotes multidisciplinary collaboration. Our team members' experience is highlighted in the following summaries.

Organizational Chart



Resources Available to Meet Proposed Schedule



Mike Williamson Project Manager

Mike is experienced in electrical system design for municipal and commercial projects. He has designed and developed electrical systems for a variety of projects, including wastewater lift stations, water treatment plants, restaurants, community centers, warehouses, tenant improvements, and senior living facilities. Mike has produced detailed design layouts for low voltage power distribution, interior and exterior lighting systems, fire alarm systems, and electrical equipment rooms. He brings a proven ability to collaborate closely with mechanical and architectural teams along with client owners throughout all phases of design to ensure seamless integration of the electrical design. Mike is experienced in conducting through reviews of electrical equipment submittals to verify adherence to project specifications, applicable codes, and performance standards. He has project management experience in overseeing multidisciplinary project teams in executing engineering design for design-build projects of up to \$500K.

Experience

Total years: 19

Education

BS, Electrical Engineering

Relevant Experience

- John Barkley Plaza – Shawnee Mission Park Entrance Improvement, Shawnee, KS
- 16th & Clay Parking Lot Lighting Design, North Kansas City, MO
- Lake Olathe Parking Improvements, Olathe, KS



Jacob Roelfs, EIT Electrical Design

Jacob has experience in electrical system design for various park and lighting projects. He has participated in on-site electrical and instrumentation construction support services at industrial facilities. Jacob has assisted with project drawings, including one-line diagrams, electrical equipment building layouts, wiring diagrams, medium and low voltage motor schematics, switchgear breaker control schemes, power and lighting plans, and grounding plans. He has experience executing electrical power system load flow studies, short circuit analysis, relay coordination studies, and arc flash hazard analysis.

Experience

Total years: 3

Education

BS, Electrical Engineering

Licenses and registrations

Engineer-in-Training (EIT):
Kansas

Relevant Experience

- Escondida Lake RV Park, Socorro, NM
- Bosque State Park EV Charging, Los Cruces, NM
- Globeville Levee Trail Lighting, Denver, CO



Experience

Total years: 17

Education

BS, Electrical Engineering

Licenses and registrations

Professional Engineer: MO
#2020013488

Also licensed in AR, CA, CO,
IA, IL, KS, LA, MN, MT, NE,
NV, NM, OR, UT, WA, WY

Marc Hess, PE

Quality Manager and Engineer of Record

Marc has broad electrical design and consulting engineering experience. His knowledge covers all aspects of park electrical design, including site power distribution, lighting, instrumentation, electrical equipment, cabling, and arc flash hazard analysis. Marc has extensive experience in building electrical design, such as educational facilities and commercial projects. Building design capabilities include building power systems, lighting, telecom, and various specialized systems. Exterior designs for public, DOT, and municipal projects include roadway lighting, parks and recreation, and parking lot lighting.

Relevant Experience

- East Mesa Public Recreation Complex, Los Cruces, NM. Electrical Engineer.
- Public Works Facility, City of Belton, MO. Electrical Engineer.
- Heron Pond Park, Denver, CO. Electrical Engineer.
- Water Works Park, Mission, KS. Electrical Engineer.
- Little Mill Creek Trail Tunnel, Lenexa, KS. Electrical Engineer.

PROPOSAL FORM A
RFP 25-463-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Justin C. Klaudt, PE, ENV SP having authority to act on behalf of (Company name) Wilson & Company, Inc., Engineers & Architects do hereby acknowledge that (Company name) Wilson & Company, Inc., Engineers & Architects will be bound by all terms, costs, and conditions of this proposal for a period of 90 days from the date of submission; and commit to sign the Agreements.

FIRM NAME: Wilson & Company, Inc., Engineers & Architects

ADDRESS: 800 East 101st Terrace, Suite 200
Street

ADDRESS: Kansas City, MO 64131
City State Zip

PHONE: 816-701-3100

E-MAIL: justin.klaudt@wilsonco.com

DATE: 9/4/2025
(Month-Day-Year)

 Sr. VP
Signature of Officer/Title

DATE: _____
(Month-Day-Year)

Signature of Officer/Title

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

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

PROPOSAL FORM B

RFP 25-463-201

CONTRACTOR DISCLOSURES

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

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

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

Legal Matters

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

Yes No If yes, provide details in an attachment.

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

Yes No If yes, provide details in an attachment.

Required Representations

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

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

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

Form B Attachment

Legal claims: summary of claims in the last five years

Wilson & Company has no contracts to disclose that have been terminated by our firm or officers of it, and we have never failed to complete a contract. We have no civil or criminal actions pending. The following identifies claims within the last five years. We have not been disqualified from working with the City or other public entities.

- In May of 2022, Wilson & Company was named as one of several defendants in a claim filed by an individual who was injured in an auto accident that occurred while driving through a construction zone. The plaintiff dismissed all claims.
- In July of 2023, Wilson & Company was named as one of several defendants in a claim filed by an individual who was injured in an auto accident that occurred while driving on a roadway alleging overgrown landscaping caused poor visibility. This matter was dismissed with prejudice.

PROPOSAL FORM C

RFP 25-463-201

EXPERIENCE / REFERENCES

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

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

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

| | |
|---|---|
| COMPANY NAME | City of Belton |
| ADDRESS | 520 Main Street, Belton, MO 64012 |
| CONTACT PERSON | Gregory J Rokos |
| CONTACT EMAIL | grokos@belton.org |
| TELEPHONE NUMBER | 816-812-1269 |
| PROJECT, AMOUNT AND DATE COMPLETED | Public Works Facility Expansion, \$15,000, 2023 Public Works Facility Rehab, \$250,000, 2021 |

| | |
|---|---|
| COMPANY NAME | Denver Department of Transportation and Infrastructure |
| ADDRESS | 1444 Wazee St., Denver, CO 80202 |
| CONTACT PERSON | Jim Cokeley |
| CONTACT EMAIL | Jim.Cokeley@denvergov.org |
| TELEPHONE NUMBER | 303-587-3192 |
| PROJECT, AMOUNT AND DATE COMPLETED | Heron Pond Park, ~\$30,000,000, Ongoing Final Phase of Construction |

| | |
|---|--------------------------------------|
| COMPANY NAME | City of Mission Parks and Recreation |
| ADDRESS | 6200 Martway St, Mission, KS 66202 |
| CONTACT PERSON | Penn Almoney |
| CONTACT EMAIL | palmoney@missionks.org |
| TELEPHONE NUMBER | 913-722-8200 |
| PROJECT, AMOUNT AND DATE COMPLETED | Water Works Park, \$500,000, 2024 |

| | |
|---|---|
| COMPANY NAME | City of Las Cruces |
| ADDRESS | 700 N Main Street, Las Cruces, NM 88001 |
| CONTACT PERSON | David Viarreal |
| CONTACT EMAIL | dviarreal@lascruces.gov |
| TELEPHONE NUMBER | 575-528-3332 |
| PROJECT, AMOUNT AND DATE COMPLETED | East Mesa Public Recreation Complex Phase II, \$3,600,000, Construction Ongoing |

| | |
|---|---|
| COMPANY NAME | City of Lenexa |
| ADDRESS | 17101 W 87th St Pkwy, Lenexa, KS 66219 |
| CONTACT PERSON | Ben Clark |
| CONTACT EMAIL | bclark@lenexa.com |
| TELEPHONE NUMBER | 913-477-7795 |
| PROJECT, AMOUNT AND DATE COMPLETED | Little Mill Creek Trail Tunnel, \$1,800,000, 2024 |

State the number of Years in Business: 92

State the current number of personnel on staff: 97 locally on staff, +800 firm wide

PROPOSAL FORM D

RFP 25-463-201

Proposal of Wilson & Company, Inc., Engineers & Architects, organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as Wilson & Company (*) a corporation

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 25-463-201 – Recreation Park Baseball Light Panel.

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

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

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

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

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

BID PROPOSAL FORM E – Project No. 25-463-201

Recreation Park Baseball Light Plans

| Bid Items | Units | Estimated Quantities | \$/Units | Total |
|---|--------------|-----------------------------|-----------------|--------------|
| Signed and Sealed Drawings/Specification for Bidding | LS | 1 | \$ 15,700 | \$ 15,700 |
| Submit Engineer's Estimate of Probable Cost | LS | 1 | \$ 1,400 | \$ 1,400 |
| Submit for City Electrical Permit with Completed City Checklist | LS | 1 | \$ 1,100 | \$ 1,100 |
| TOTAL BASE BID | | | | \$ 18,200 |

Company Name Wilson & Company, Inc., Engineers & Architects

Total Base Bid for Project Number: 25-463-201

\$ 18,200

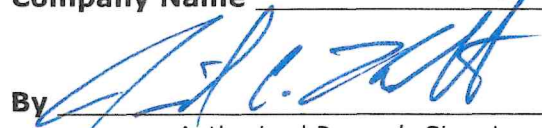
In the blank above insert numbers for the sum of the bid.

(\$ Eighteen thousand, two hundred dollars)

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

**BID PROPOSAL FORM E – RFP 25-463-201
CONTINUED**

Company Name Wilson & Company, Inc., Engineers & Architects

By 
Authorized Person's Signature

Justin C. Klavdt, Sr. VP
Print or type name and title of signer

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Company Address _____

800 East 101st Terrace, Suite 200

Kansas City, MO 64131

Phone 816-701-3178

Fax 816-942-3013

Email justin.klaudt@wilsonco.com

Date 9/4/2025

LATE BIDS CANNOT BE ACCEPTED!

E - VERIFY AFFIDAVIT
(As required by Section 285.530,RSMo)

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

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

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

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

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

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

Name/Contractor: Justin Klaudt

Company: Wilson & Company

Address: 800 E 101st +ec Ste 200 KCMO 64131

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project # 25-463-201.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
- 4 Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Wilson & Company

Company Name

[Handwritten Signature]

Signature

Name: Justin C. Klavdt

Title: Sr. Vice President

STATE OF Missouri COUNTY OF Jackson

Subscribed and sworn to before me this 4th day of September, 2025.

Notary Public: Porshia Bailey

My Commission Expires: 7/22/29 Commission # 25426552

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

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

PORSHIA BAILEY
 Notary Public-Notary Seal
STATE OF MISSOURI
 Commissioned for Jackson County
 My Commission Expires: July 22, 2029
 ID. #25426552

Company ID Number: 2305211

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR WEB SERVICES EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this Agreement are the Department of Homeland Security (DHS) and ^{Wilson & Company, Inc., Engineers & Architects} (Web Services Employer). The purpose of this agreement is to set forth terms and conditions which the Web Services Employer will follow while participating in E-Verify.

A Web Services Employer is an Employer who verifies employment authorization for its newly hired employees using a Web Services interface.

E-Verify is a program that electronically confirms a newly hired employee's authorization to work in the United States after completion of the Form I-9, Employment Eligibility Verification (Form I-9). This MOU explains certain features of the E-Verify program and describes specific responsibilities of the Web Services Employer, DHS, and the Social Security Administration (SSA).

For purposes of this MOU, the "E-Verify browser" refers to the website that provides direct access to the E-Verify system: <https://E-Verify.uscis.gov/emp/>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

Before accessing E-Verify using Web Services access, the Web Services Employer must meet certain technical requirements. This will require the investment of significant amounts of resources and time. If the Web Services Employer is required to use E-Verify prior to completion and acceptance of its Web Services interface, then it must use the E-Verify browser until it is able to use its Web Services interface. The Web Services Employer must also maintain ongoing technical compatibility with E-Verify.

DHS accepts no liability relating to the Web Services Employer's development or maintenance of any Web Services access system.

Company ID Number: 2305211

its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Web Services Employer.

Approved by:

| | |
|--|--------------------|
| Web Services Employer | |
| Wilson & Company, Inc., Engineers & Architects | |
| Name (Please Type or Print) Amy E Straquadine | Title |
| Signature Electronically Signed | Date 10/24/2023 |
| Department of Homeland Security – Verification Division | |
| Name (Please Type or Print) USCIS Verification Division | Title |
| Signature Electronically Signed | Date 10/31/2023 |



**WILSON
& COMPANY**

HIGHER RELATIONSHIPS

800 East 101st Terrace
Suite 200
Kansas City, MO 64131
Phone: 816 701 3100

www.wilsonco.com



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 2/9/2026

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks and Recreation /
Buildings and Grounds

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - Demolition of Structures at 204 S. Adams Street and 317 N. Jackson Street (pg 226)

STRATEGIC PLAN GOAL / STRATEGY

Goal 7.4: Proactively plan for future growth, expansion and maintenance of the City's Parks and Recreation system
Goal 11.1: Provide well-maintained, class-A public facilities to support the operations of the City

FINANCIAL IMPACT

| | |
|-----------------------------|---|
| Award To: | SB Wyatt Contracting INC |
| Amount of Request/Contract: | \$34,800 |
| Amount Budgeted: | 204 South Adams Street House - \$40,000 / |
| Funding Source/Account: | 47-00-8430-0000 - Parks Sales Tax Fund / 04-00-8440-0000 - Restricted Fund Capital Outlay |

PROJECT TIMELINE

Estimated Start Date
2/24/2026

Estimated End Date
4/25/2026

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

| | |
|------------------------------|----------------------------|
| Name of Board or Commission: | Parks and Recreation Board |
| Date: | 01/27/2026 |
| Action/Vote: | 6-0 |

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 4015
2. Contract

3. SB Wyatt Proposal
4. Total Bid Tab

BACKGROUND / JUSTIFICATION

This project includes demolition of structures and site repair on two city-owned properties. The first part of the contract, as part of the future improvements at T.B. Hanna Station, is to demolish the house located at 204 South Adams Street and includes general grading and seeding. Second, the warehouse structure located at 317 N. Jefferson Street is to be removed with the steel frames and concrete floor to remain for future improvements.

Six proposals were received for this project. SB Wyatt Contracting INC. was the lowest, most responsive bid at \$37,300.00 (\$11,300 for the parks project and \$26,000 for the buildings and grounds project). The total Bid Tab is attached. Staff recommends accepting the alternate bid that retains the steel frame and provides a \$2,500 credit toward the base bid. The total contract amount is \$34,800.

BILL 4015

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING A CONTRACT WITH SB WYATT CONTRACTING INC. IN THE TOTAL AMOUNT OF \$34,800 FOR THE DEMOLITION AND REMOVAL OF STRUCTURES LOCATED AT 204 SOUTH ADAMS STREET AND 317 NORTH JACKSON STREET.”

WHEREAS, the Parks and Recreation Board has approved the removal of the house located at 204 South Adams Street for future expansion of T.B. Hanna Station; and,

WHEREAS, the City owns and desires the removal of the structure located at 317 North Jackson Street; and,

WHEREAS, the City desires the steel frame of the building on North Jackson Street to remain intact for future improvements; and,

WHEREAS, City staff advertised and received bids for the demolition and removal of structures; and,

WHEREAS, City staff reviewed the proposals and found that SB Wyatt Contracting INC was the best and most responsive proposal submitted.

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

Section 1.

- \$11,300 from the Parks Sales Tax fund 47-00-8430-0000 for the demolition and removal of the house located at 204 South Adams
- \$23,500 from the Restricted Fund Capital Outlay 04-00-8440-0000 for the demolition and removal of all debris except the steel frame of the building located at 317 North Jackson

Section 2. The City Manager shall be the authorized representative of the City herein for all instruments identified in Section 5.2(i) of the Charter.

Section 3. The City Manager and the City Clerk are hereby directed and authorized to execute the Agreement for and on behalf of the City of Raymore.

Section 4. The Mayor, the City Clerk and the City Manager are hereby directed and authorized to take the necessary steps under the Agreement to implement its terms.

Section 5. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor’s signature and attestation by the City Clerk.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 9TH DAY OF FEBRUARY, 2026.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF FEBRUARY, 2026, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

204 S ADAMS - HOUSE DEMOLITION
317 N JACKSON - STORAGE FACILITY DEMOLITION

This Contract for Demolition Services, hereafter referred to as the **Contract** is made this 24 day of February, 2026, between SB Wyatt Contracting Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 18017 S State Route Y, Belton, MO 64012, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

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

This contract is effective as of February 23, 2026 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal 26-004 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as specified in Appendix

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

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

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

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$34,800.

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

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

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

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

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

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B. All pay requests will be paid by ACH instead of by check. An ACH form will be provided upon contract.

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

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

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

ARTICLE VII RESPONSIBILITIES

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

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

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

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

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

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

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

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

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 32) if the project is over \$75,000. The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII CANCELLATION AND/OR TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct

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

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

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

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

ARTICLE IX ARBITRATION

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

ARTICLE X WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed for a period of two (2) years from the date of substantial completion as noted in the 2019 City of Raymore "Standard Contract Documents and Technical Specification & Design Criteria for Utility and Street Construction."

Contractor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with the bid specifications.

ARTICLE XI
REQUIRED SAFETY TRAINING

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

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE
TO PROVIDE SAFETY TRAINING

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

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

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

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
 - * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with

respect to the employees proposed to work in connection with the services requested herein.

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

ARTICLE XIV
ENTIRE AGREEMENT

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

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

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

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

(CITY SEAL)

SB WYATT CONTRACTING INC.

By: _____

Title: _____

Attest: _____

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

204 S ADAMS - HOUSE DEMOLITION
317 N JACKSON - STORAGE FACILITY DEMOLITION

ANTICIPATED SCOPE OF SERVICES:

1. GENERAL:

The City of Raymore will receive proposals from qualified firms to provide demolition services of the buildings located at 204 South Adams Street and 317 North Jackson Street in the City of Raymore.

The City's primary objective is the removal of the entire structure, foundation and other debris from both sites. The City is interested in proposals that recycle some portion or all of the debris material. The City appreciates the Bidders expertise and capabilities and will entertain a variety of debris disposal options.

Utilities that include water, sewer and electrical are to be stubbed and readied for attachment in the future.

SCOPE OF SERVICES:

204 S Adams Street - Demolition Requirements:





The demolition requirements under this contract shall consist of the following:

1. The Contractor shall use the methods of demolition required to complete the work in accordance with all codes, ordinances and requirements of governing authorities. Demolition practice shall be acceptable to the City, shall ensure the safety of persons and equipment and provide adequate protection of the environment. The Contractor shall schedule demolition activities to minimize delays, storage of debris, and construction traffic on-site.
2. Contractor shall install temporary chain link fencing around the perimeter of the site.

3. All trees on the property and connecting lots are to be fenced off from the demolition of the buildings as determined in the field by the City Arborist. No pruning of trees shall take place without prior approval of the City Arborist. If there is an issue, this must be discussed with the City Arborist and approved prior to demolition.
4. Demolition and removal of all structures and debris on the site.
5. Complete removal of all other walls, partition walls, beams, other projections, footings, foundations, pavement, other miscellaneous appurtenance, construction material, trash, fencing, etc.
6. Removal of the driveway located at 204 South Adams as well as removal of the driveway in the adjacent lot at 216 South Adams
7. Removal from the building of all piping, other fixtures, and all wood, rubbish, or other debris.
8. Contractor shall recycle as much demolition debris as practical. All materials that are recyclable and/or salvageable shall be the property of the Contractor. All debris from the demolition and property must be removed and disposed of at an approved landfill.
9. The Contractor shall take whatever steps necessary to control dust during demolition and removal. The Contractor will monitor the haul road for debris. Contractor and City must agree to the most appropriate haul route.
10. Minimize vehicle speed while traveling through the City.
11. Prevent track-out of mud on to public streets.
12. SWPPP Requirements: Contractor shall complete a StormWater Pollution Prevention Plan (SWPPP) including all necessary MoDNR forms (found on the web at: <http://www.dnr.mo.gov/env/wpp/stormwater/sw-land-disturb-permits.htm>). Once completed, the City of Raymore will sign and submit the application for a Land Disturbance Permit. The Contractor shall ensure that all erosion and sediment control is maintained and kept in good working condition per the SWPPP and Section 5100 of the Kansas City Metropolitan Chapter of APWA.
13. To the extent practical, minimize work during periods of high winds.
14. Burning of demolition debris is not permitted on site.
15. Avoid or minimize street closures or blockage during construction to avoid impact to emergency response times.
16. All utility services shall be temporarily interrupted by capping utilities off until the new project begins. Contractor will coordinate with the City of any utility services.
17. Required permits for demolition shall be obtained at the City of Raymore, 816-331-0488.

Backfill Requirements:

1. Upon completion of demolition, sufficient filling and grading shall be done. All below grade areas shall be filled. Where sloped grade or open areas are to remain unfilled for more than 24 hours, the Contractor will

be required to encircle the open area by a standard fence, or equal type of fencing, for safety reasons.

2. Contractor shall provide adequate clean fill material to fill any voids created by the demolition.
3. Contractor shall level and compact all clean fill returned to site location.
4. All rubbish, non-usable fill, debris, equipment, etc., resulting from demolition work shall be removed from the premises during and/or upon the completion of work, leaving the site area acceptable to the satisfaction of the City's Project Manager.
5. The backfill material will be compacted to a density of 90% T-99 Designation or appropriate materials based on the Contractor's proposal.
6. Site restoration shall consist of fine grading the site to ensure positive drainage and conform to the surrounding sites. **No seeding will be placed without grading approval of the project manager.**
7. Final seeding shall be placed over a minimum of 6 inches of good-quality topsoil. All seed used shall be equivalent to the Sentinel CPQ Turf Type Tall Fescue Blend and shall be subject to approval by the City. The seeded areas shall be mulched with straw.

217 N Jackson Street - Demolition Requirements:



The demolition requirements under this contract shall consist of the following:

18. The Contractor shall use the methods of demolition required to complete the work in accordance with all codes, ordinances and requirements of governing authorities. Demolition practice shall be acceptable to the City, shall ensure the safety of persons and equipment and provide adequate protection of the environment. The Contractor shall schedule demolition activities to minimize delays, storage of debris, and construction traffic on-site.
19. Contractor shall install temporary chain link fencing around the perimeter of the site.
20. All trees on the property are to be left in place unless noted by the City Arborist or City project manager.
21. Demolition and removal of all structures and debris on the site.
22. Complete removal of all other walls, partition walls, beams, other projections, footings, foundations, pavement, other miscellaneous appurtenance, construction material, trash, fencing, etc.
23. Removal from the building of all piping, other fixtures, and all wood, rubbish, or other debris.
24. Contractor shall recycle as much demolition debris as practical. All materials that are recyclable and/or salvageable shall be the property of the Contractor. All debris from the demolition and property must be removed and disposed of at an approved landfill.
25. The Contractor shall take whatever steps necessary to control dust during demolition and removal. The Contractor will monitor the haul road for debris. Contractor and City must agree to the most appropriate haul route.
26. Minimize vehicle speed while traveling through the City.
27. Prevent track-out of mud on to public streets.
28. SWPPP Requirements: Contractor shall complete a Storm Water Pollution Prevention Plan (SWPPP) including all necessary MoDNR forms (found on the web at: <http://www.dnr.mo.gov/env/wpp/stormwater/sw-land-disturb-permits.htm>). Once completed, the City of Raymore will sign and submit the application for a Land Disturbance Permit. The Contractor shall ensure that all erosion and sediment control is maintained and kept in good working condition per the SWPPP and Section 5100 of the Kansas City Metropolitan Chapter of APWA.
29. To the extent practical, minimize work during periods of high winds.
30. Burning of demolition debris is not permitted on site.
31. Avoid or minimize street closures or blockage during construction to avoid impact to emergency response times.
32. All utility services shall be temporarily interrupted by capping utilities off until the new project begins. Contractor will coordinate with the City of any utility services.
33. Required permits for demolition shall be obtained at the City of Raymore, 816-331-0488.

Backfill Requirements:

8. Upon completion of demolition, sufficient filling and grading shall be done. All below grade areas shall be filled. Where sloped grade or open areas are to remain unfilled for more than 24 hours, the Contractor will be required to encircle the open area by a standard fence, or equal type of fencing, for safety reasons.
9. Contractor shall provide adequate clean fill material to fill any voids created by the demolition.
10. Contractor shall level and compact all clean fill returned to site location.
11. All rubbish, non-usable fill, debris, equipment, etc., resulting from demolition work shall be removed from the premises during and/or upon the completion of work, leaving the site area acceptable to the satisfaction of the City's Project Manager.
12. The backfill material will be compacted to a density of 90% T-99 Designation or appropriate materials based on the Contractor's proposal.
13. Site restoration shall consist of fine grading the site to ensure positive drainage and conform to the surrounding sites. Final fill and grade will be a 2 inch top layer of $\frac{3}{4}$ " minus crushed stone or a blend of Crushed rock pieces up to $\frac{3}{4}$ inch in size and fines (stone dust / rock dust).

2. **ADDITIONAL INFORMATION**

- 2.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 26-004

Appendix B
General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

Award of this contract is anticipated prior to the end of March, 2026.

C. *Insurance*

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

1. General Liability

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

Minimum Limits - General Liability:

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

2. Excess/Umbrella Liability

\$5,000,000 Each Occurrence

\$5,000,000 Aggregate

3. Automobile Liability

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

Minimum Limits - Automobile Liability:

\$1,000,000 Combined Single Limit

\$5,000 Medical Expense Limit

4. Workers' Compensation

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

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

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

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

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

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

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 32 for Cass County, Missouri, USA.

G. *Invoicing and Payment*

The Contractor shall submit invoices, in duplicate, for services outlined above in the scope of services. **Certified payroll shall be submitted with each pay request or invoice.** All pay requests will be paid by ACH instead of by check. An ACH form will be provided upon contract.

Invoices shall be based on the following schedule:

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

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Raymore codes.

L. *Drug/Crime Free Work Place*

Contractor acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Raymore property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. Any crimes committed while on City property.

Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Raymore in addition to any criminal penalties that may result from such conduct.

M. *Inspection*

At the conclusion of each job order, the Bidder shall demonstrate to the Public Works Director or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Bidder/Contractor at the Bidder's/Contractor's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Raymore.

N. *No Escalation of Fees*

The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

O. *Safety Training*

Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All on-site employees of a contractor or subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project and their employers will be subject to penalties as described in the Act.

P. *Prevailing Wage Requirement (Public Projects under \$75,000 are excluded)*

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 32). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

Not less than the prevailing wage included must be paid to all workers performing work under the contract (section 290.250, RSMo).

The Contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the Contractor or by any Subcontractor (section 290.250, RSMo).

Q. *Permits/Certificates*

Contractor shall be responsible for obtaining all permits/certificates, and for incurring all expenses associated with those items, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Occupational License" required of all contractors and sub-contractors doing business within the City limits of Raymore. This permit can be obtained from the office of the City Clerk, 100 Municipal Circle, Raymore, Missouri, 64083.

Certificate copies must be submitted with the RFP, if the project utilizes any of the contractors listed herein; Class A & B Contractors, Electricians, Plumbers and Mechanical Contractors.

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who held a 2012 Raymore Occupational License, must provide proof of at least eight (8) continuing education credits (CEU) related to the trade for which the license was issued within the last year.

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who did not hold a 2012 Raymore Occupational License, must provide a certificate of competency with a passing grade (70% or higher) from a nationally recognized testing institution; OR possess a Contractor's License from a reciprocating city; OR provide proof of a Bachelor's degree in Structural Engineering, Architecture or Construction Science.

R. *Mobilization, Bonds and Insurance*

Mobilization, Bonds, and Insurance will be considered a lump sum item for payment.

Payment shall be made on the following schedule.

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

S. *Bid Bond*

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

T. *Performance Bond*

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

Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

U. Payment Bond

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

V. Maintenance Bond

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

W. Rejection of Bids

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

X. Release of Information

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

Y. American Products

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

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

Z. Affidavit of Work Authorization and Documentation

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

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- * providing documentation affirming the bidder's enrollment and

participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

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

PROPOSAL FORM A
RFP 26-004

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: SB WYATT CONTRACTING INC

ADDRESS: 18017 S STATE ROUTE Y
Street

ADDRESS: BELTON MO 64012
City State Zip

PHONE: 816-322-6557

E-MAIL: ANNIE.JONES@SBWYATT.COM

DATE: 1/20/2023 Seth Wyatt PRESIDENT
(Month-Day-Year) Signature of Officer/Title

DATE: 1/20/2026 Broken CORP SECT
(Month-Day-Year) Signature of Officer/Title

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

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

PROPOSAL FORM B

RFP 26-004

CONTRACTOR DISCLOSURES

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

1. Has the Firm been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise? Yes ___ No X

 2. Has the Firm been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency, or private enterprise? Yes ___ No X

 3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded? Yes ___ No X

 4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project? Yes ___ No X

 5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked? Yes ___ No X

 6. Have any liens been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers? Yes ___ No X

 7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company? Yes ___ No X

 8. Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety laws? Yes ___ No X
- *With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*
9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business? Yes ___ No X

 10. Has the Firm been the subject to any bankruptcy proceeding? Yes ___ No X

Legal Matters

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

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

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

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

Required Representations

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

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

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

PROPOSAL FORM C

RFP 26-004

EXPERIENCE / REFERENCES

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

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

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

| | |
|---|--------------------------------|
| COMPANY NAME | See attached reference letter. |
| ADDRESS | |
| CONTACT PERSON | |
| CONTACT EMAIL | |
| TELEPHONE NUMBER | |
| PROJECT, AMOUNT AND DATE COMPLETED | |

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

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

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

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

State the number of Years in Business: 17

State the current number of personnel on staff: 15

SB Wyatt Contracting, Inc.

18017 S State Rt Y
Belton, MO 64012

Ph. 816-322-6557

Fax 816-322-6778

sbwyatt@sbwyatt.com

January 20, 2026

To: City of Raymore, MO

RE: Demolition of House & Storage Facility-Raymore, MO References

To Whom It May Concern:

Below you will find a few references for our work:

City of Greenwood, MO
709 W Main Street
Greenwood, MO 64034

Stephen Larson, City Administrator
816-537-6969, ext 106
slarson@greenwoodmo.com

Project: Grant Cir Stormwater

Completed: November 2025

Cost: \$41,087.50

Installing stormwater boxes and piping in Grant Cir cul-de-sac.

Project: 16th Ave S Curb Replacement

Completed: September 2025

Cost: \$31,083.00

Remove & replace approx. 550 LF of curb & gutter along 16th Ave S.

Project: 2nd Ave South Ph II Improvement

Completed: June 2025

Cost: \$1,923,853.42

Remove & replace approx. 6700 LF (single lane) of 13" concrete pavement along a busy quarry truck route in the City.

Project: Sidewalk and Curb Maintenance

Completed: December 2024

Cost: \$211,225.50

Remove & replace approx. 3200 LF of curb & gutter, R&R approx. 1300 SF of sidewalk and R&R 7 ADA ramps at various locations throughout the City.

City of Merriam, KS

9001 W 62nd St
Merriam, KS 66202

Caleb Hunt, Facilities Superintendent
913-322-5574
chunt@merriam.org

Project: Station 46 Driveway/Apron Replacement

Completed: October 2025

Cost: \$134,964.00

Remove & replace driveway paving in front of Fire Station 46 emergency bays.

SB Wyatt Contracting, Inc.

18017 S State Rt Y

Belton, MO 64012

Ph. 816-322-6557

Fax 816-322-6778

sbwyatt@sbwyatt.com

City of Sedalia, MO

200 S Osage Ave

Sedalia, MO 65301

Jeremy Stone, PW Project Manager

660-851-7689

jstone@sedalia.com

Project: Storm Drainage Improvements Project Area 14

Completed: August 2024

Cost: \$506,877.35

Removed & replaced approx. 700 LF of storm sewer, R&R curb & gutter, R&R sidewalk, R&R Driveways and R&R ADA ramps along Center Ave.

Campbell & Johnson, P.A.

113 W 7th Street

Concordia, KS 66901

Jason Johnson, President

785-243-1755

j.johnson1410@gmail.com

Project: Street & Storm Sewer Improvements

Completed: October 2022

Cost: \$1,249,970.00

Installation of approx. 1100 LF of 15"-36" RCP Storm Sewer Pipe/Inlets in addition to excavation, prep and construction of 7300 SY of 8' concrete pavement and 5.5 million gallon detention pond.

Project: Concrete Parking Lot & Lighting System

Completed: September 2022

Cost: \$210,230.00

Preparation for and construction of a 1500 SY 6" concrete parking lot and overhead lighting system.

City of Gladstone, MO

4000 NE 76th Street

Gladstone, MO 64119

Tim Nebergall

816-436-5442

timn@gladstone.mo.us

Project: 2022/2023 Water Main Replacements

Completed: August 2024

Cost: \$1,731,185.21

Installed approx. 9500 LF of watermain, removed and replaced approx. 8000 LF of street and all associated curb and sidewalk.

Project: Rock Creek Greenway Trail

Completed: December 2021

Cost: \$705,626.00

Constructed approx. 1900 LF of 10' wide concrete trail, including big block retaining wall and related appurtenances along Rock Creek.

SB Wyatt Contracting, Inc.

18017 S State Rt Y
Belton, MO 64012

Ph. 816-322-6557

Fax 816-322-6778

sbwyatt@sbwyatt.com

Orr Construction Management

6632 Raytown Rd, Suite A
Raytown, MO 64133

Kenny Orr, President

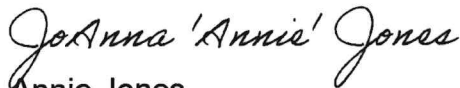
816-313-2856, ext 101

korr@ocmkc.com

We have completed millions of dollars worth of work as a subcontractor for OCM starting prior to 2009, completed millions of dollars worth of work as a joint venture with OCM as Orr Wyatt Streetscapes and have completed work for Kenny Orr personally. Scopes have included repair/replacement/construction of: street, sidewalk, curb & gutter, driveway, retaining wall, ADA ramp, water main, booster pump station, storm sewer, sanitary sewer and other misc scopes.

Thank you for your consideration on this project. We are looking forward to potentially working with the City of Raymore, MO and delivering a project that we can all be proud of.

Sincerely,



Annie Jones

Office Administrator

annie.jones@sbwyatt.com

PROPOSAL FORM D

RFP 26-004

Proposal of SB WYATT CONTRACTING INC, organized and
(Company Name)
existing under the laws of the State of MISSOURI, doing business
as (*) SB WYATT CONTRACTING INC

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 26-004 – Demolition 204 S Adams/317 N Jackson.

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

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

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

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

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

***REVISED* BID PROPOSAL FORM E – Project No. 26-004**

DEMOLITION 204 S ADAMS/317 N JACKSON

204 South Adams Street

| Bid Items | Units | Estimated Quantities | \$/Units | Total |
|-----------------------------------|-------|----------------------|----------|-------------|
| Mobilization, Bonds and Insurance | LS | 1 | 1,500.00 | \$ 1,500.00 |
| Site Preparation | LS | 1 | 1,200.00 | 1,200.00 |
| Demolition & Removal | LS | 1 | 4,500.00 | \$ 4,500.00 |
| Grading & Restoration | LS | 1 | 1,800.00 | \$ 1,800.00 |
| Seeding | LS | 1 | 1,500.00 | \$ 1,500.00 |
| Asbestos Survey | LS | 1 | 800.00 | \$ 800.00 |
| TOTAL BID | | | | 11,300.00 |

317 North Jackson Street

| Bid Items | Units | Estimated Quantities | \$/Units | Total |
|-----------------------------------|-------|----------------------|-----------|--------------|
| Mobilization, Bonds and Insurance | LS | 1 | 2,600.00 | \$ 2,600.00 |
| Site Preparation | LS | 1 | 2,200.00 | 2,200.00 |
| Demolition & Removal | LS | 1 | 13,000.00 | \$ 13,000.00 |
| Grading & Restoration | LS | 1 | 2,900.00 | \$ 2,900.00 |
| Gravel overlay | LS | 1 | 4,500.00 | \$ 4,500.00 |
| Asbestos Survey | LS | 1 | 800.00 | \$ 800.00 |
| TOTAL BID | | | | 26,000.00 |

Company Name SB WYATT CONTRACTING INC

Total Base Bid for Project Number: 26-004

\$ 37,300.00

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

(~~\$~~ THIRTY-SEVEN THOUSAND THREE HUNDRED DOLLARS & ZERO/CENTS)

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

317 North Jackson Street - ALTERNATE - Leave Steel Structure

| Bid Items | Units | Estimated Quantities | \$/Units | Total |
|--|-------|----------------------|----------|------------|
| Credit if Steel Structure is left intact as stated | LS | 1 | 2,500.00 | - 2,500.00 |
| TOTAL BID - CREDIT | | | | - 2,500.00 |

***REVISED* BID PROPOSAL FORM E - RFP 26-004
CONTINUED**

Company Name SB WYATT CONTRACTING INC

By *Seth Wyatt*
Authorized Person's Signature

SETH WYATT, PRESIDENT
Print or type name and title of signer

Company Address _____
18017 S STATE ROUTE Y
BELTON MO 64012

Phone 816-322-6557

Fax 816-322-6778

Email ANNIE.JONES@SBWYATT.COM

Date 1/20/2026

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

ADDENDUM NO. 1
Demolitions
Project #26-004

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

Addendum No. 1 - Question and clarification.

1. Question: Do you want the parking lot removed at the storage facility?

Response: Asphalt Parking Lot: The base bid of full removal includes the entire asphalt parking lot surrounding the building, not just the building and concrete pad.

2. Question: Where should the water be capped off at?

Response: Should be capped off all the way back to the meter itself.
Map is included for location of meter.

3. Question: Are the electric utilities off at the Jackson St. building and do you want them removed?

Response: Utilities will be confirmed to be off before beginning work and yes remove secondary service. The owner is responsible to contact the energy provider, Every, to disconnect from the transformer.

3. Clarification: Contractor is responsible for asbestos survey. If asbestos is present a change order would be done for abatement.
New line item added to bid tab.

4. Bid Tab Alternate: Added to bid tab

- Leave only the "red steel" structure and concrete flooring. (essentially a skeleton structure of concrete and steel framing)
- Leave surrounding asphalt parking lot
- Utilities to be stubbed for future use
- Removal of all items including siding, garage doors and apparatuses associated, any built in shelves, rooms. etc.

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

Company Name: SB WYATT CONTRACTING INC

By: SETH WYATT

Title: PRESIDENT

Address: 18017 S STATE ROUTE Y

City, State, Zip: BELTON MO 64012

Date: 1/20/2026 Phone: 816-322-6557

Signature of Bidder: *Seth Wyatt*

ADDENDUM MUST BE SUBMITTED WITH BID



BLUE indicates water main coming from alley (service line location unknown at this time)
GREEN indicates sanitary sewer main along Adams Street (service line not shown)

E - VERIFY AFFIDAVIT

(As required by Section 285.530,RSMo)

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

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

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

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

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

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

Name/Contractor: SETH WYATT

Company: SB WYATT CONTRACTING INC

Address: 18017 S STATE ROUTE Y BELTON MO 64012

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project # 26-004.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

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

SB WYATT CONTRACTING INC

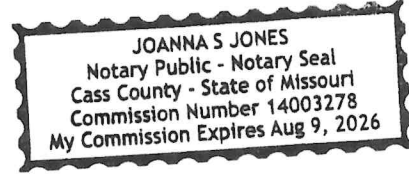
Company Name

Seth Wyatt

Signature

Name: SETH WYATT

Title: PRESIDENT



STATE OF MISSOURI COUNTY OF CASS

Subscribed and sworn to before me this 20TH day of JANUARY, 2026.

Notary Public: *Joanna S Jones*

My Commission Expires: 8/9/2026 Commission # 14003278

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

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



Company ID Number: 299429

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **SB Wyatt Contracting, INC** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



Company ID Number: 299429

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

Employer SB Wyatt Contracting, INC

Joanna S Hill

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/26/2010

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/26/2010

Date



PROPOSAL TABULATION
 DEMOLITION OF HOUSE AND STORAGE FACILITY
 01-21-26 11:00 a.m.

| CONTRACTOR NAME | BASE BID | BID BOND | E-VERIFY | ADDENDUM |
|---------------------|----------|------------|----------|----------|
| 1 Easthumbles Excav | 69000.00 | ✓ | ✓ | ✓ |
| 2 Khand S Bance. | 77000.00 | ✓ | ✓ | ✓ |
| 3 Richards Const. | 42000.00 | ✓ | ✓ | ✓ |
| 4 KB Const | 11300.00 | ✓ | ✓ | ✓ |
| 5 SB Wdyett | 37300.00 | ✓ | ✓ | ✓ |
| 6 TC Fuller | 44498.04 | ✓ | ✓ | ✓ |
| 7 Green Meadows | open | RESPONSIVE | | |
| 8 _____ | | | | |
| 9 _____ | | | | |
| 10 _____ | | | | |

WITNESS: [Signature]
 WITNESS: [Signature]
 WITNESS: [Signature]

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, FEBRUARY 2, 2026, AT 6:00 P.M., AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, BURKE III, CIRCO, ENGERT, HOLMAN, AND MILLS. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, ASSISTANT CITY MANAGER RYAN MURDOCK, AND CITY STAFF.

A. Future Justice Center

City Manager Jim Feuerborn and Assistant City Manager Ryan Murdock outlined the process and timeline associated with placing a bond issue on the ballot in 2026 for a Justice Center to serve the city. Council provided consensus on moving forward with an RFQ for concept design of the facility.

B. New City Survey Firm

Communications Director Melissa Harmer presented the Council with a new, more streamlined and responsive survey tool that would replace the Citizen Survey. The tool will maintain the integrity of previous data points of the Citizen Survey (public safety, infrastructure, communications, planning and customer service) while also providing more timely feedback on current issues within the city.

C. Other

The work session of the Raymore City Council adjourned at 6:45 p.m.