



AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, June 8, 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. Justice Center

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, May 11, 2026
- B. Acceptance and Final Payment - Dean Avenue Curb Replacement

Reference:
Resolution 26-25

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

9. Unfinished Business

A. ServPro Priorities Services Agreement (pg 22)

Reference:

Bill 4035

PSA Agreement

The City of Raymore will enter into a Priority Services Agreement with ServPro for a wide range of emergency services should the City require additional resources during a disaster.

- City Council, 05/11/2026: Approval, 8-0

B. Award of Contract - Outdoor Video Display Signs (pg 48)

Reference:

Bill 4033

Contract

Heartland Sign Proposal

The City Council designated funding for two digital video signs to be placed at the entrances of Recreation Park and Hawk Ridge Park. This item awards the contract to Heartland Sign and Lighting for the project.

- City Council, 05/11/2026: Approval, 8-0
- Park Board, 04/28/2026: Approval, 7-0

C. Annexation of 155th Street (pg 105)

Reference:

Bill 4036

Bill 4036 considers the annexation of a portion of the north half of 155th Street right-of-way located in Jackson County, Missouri between the centerline of Kentucky Road east to the centerline of Kurzweil Road. This annexation will be effective concurrent with the detachment of the same area by the City of Kansas City, Missouri. The annexation of the right-of-way will complete a process initiated by Raymore in 2017.

- City Council, 05/11/2026: Approval, 8-0

10. New Business

A. Award of Contract - Recycle-in-Place Project (pg 112)

Reference:

Bill 4037

Contract

Project map

This project consists of resurfacing rural roads in Raymore with approximately 57,940 square yards of in-place rehabilitation by heating, scarifying, rejuvenating and reshaping the surface.

- No previous action on this item

B. Budget Amendment - Recycle-in-Place Project (pg 175)

Reference:

Bill 4038

Staff is seeking approval for a capital budget amendment to the Transportation Fund to enter into a contract with Gallagher Asphalt Corporation for the Recycle-in-Place Asphalt Project Number 26-505-201.

- No previous action on this item

C. Award of Contract - Good Parkway South Trail Design (pg 179)

Reference:

Bill 4034

Contract

GBA Qualifications

This item is an award of contract to George Butler Associates, Inc. for the redesign of the Good Parkway South Trail.

- Park Board, 04/28/2026: Approval 7-0

D. Award of Contract - Good Ranch Watershed Evaluation (pg 207)

Reference:

Bill 4040

Contract

Scope of Services

This item is an award of contract to George Butler Associates, Inc. for the evaluation of the Good Ranch Watershed.

- No previous action on this item

E. Award of Contract - Street Light Maintenance (pg 230)

Reference:

Bill 4039

Contract

The City's network of streetlights requires regular maintenance. Staff recommends award of contract to Black & McDonald for this contract.

- No previous action on this item

F. Lofts at Foxridge Water Line Easement Vacation and Dedication (pg 253)

Reference:

Bill 4042

Staff Report

Water Main Easement Agreement

Lofts at Foxridge Recorded Final Plat

Recent field surveying at the Lofts at Foxridge property indicated minor discrepancies between the originally platted public water line easements and the as-built public water line. This request is to vacate the existing public water line easement and to re-dedicate a corrected water line easement on the property that aligns with the as-built water line.

- No previous action on this item

G. Award of Contract - Kurzweil Road Construction (pg 271)

Reference:

Bill 4041
Contract

The Kurzweil Road Construction project consists of the reconstruction of the asphalt surface, replacing all stormwater crossings along the corridor, and improving the roadside ditches currently in place from 155th Street to 58 Highway.

- No previous action on this item

11. Public Comments

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

12. Mayor/Council Communication

13. Adjournment

EXECUTIVE SESSION (CLOSED MEETING)

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 MAY 2026

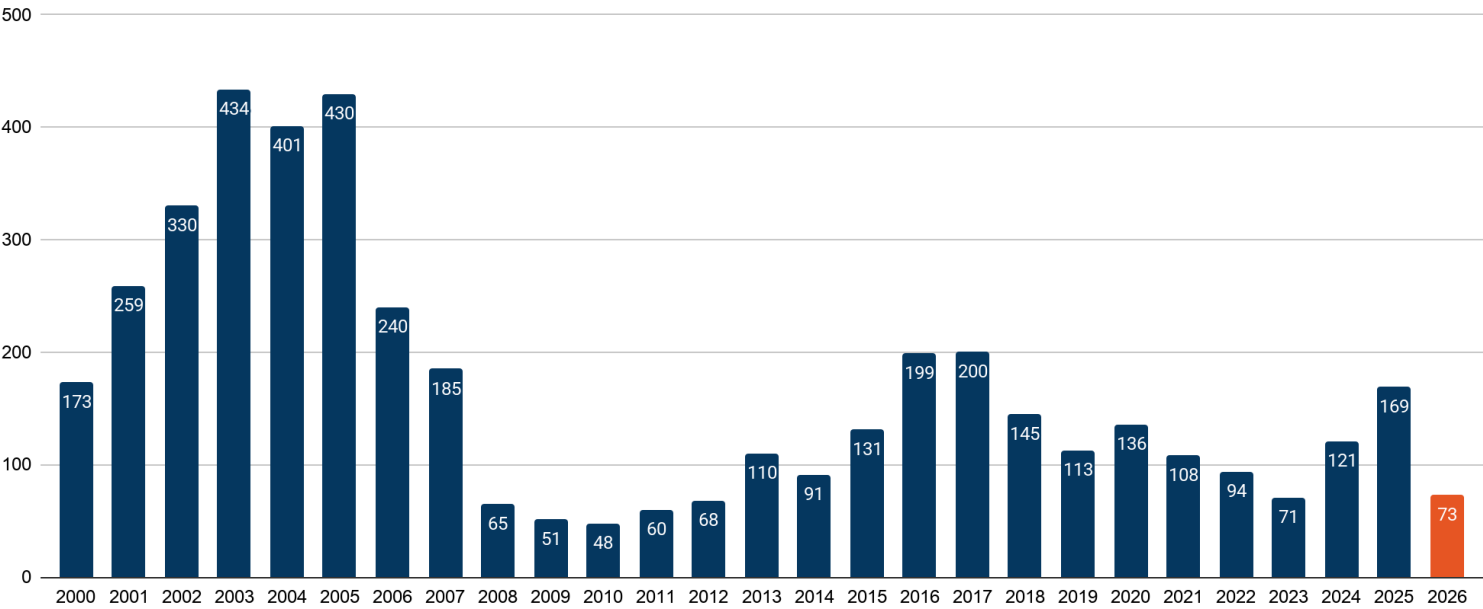
BUILDING PERMIT & INSPECTION ACTIVITY -

TYPE OF PERMIT	MAY 2026	2026 YTD	2025 YTD	2025 TOTAL
Detached Single-Family Residential	16	73	67	169
Attached Single-Family Residential	12	20	0	0
Multi-Family Residential (apartment)	0	0	0	0
General Permits (decks, roofs, MEP)	46	170	274	715
Commercial	2	8	9	28
Sign Permits	1	17	32	60
BUILDING INSPECTIONS	MAY 2026	2026 YTD	2025 YTD	2025 TOTAL
Total No. of Inspections	367	1,667	2,084	4,894
Residential Inspections	342	1,496	1,475	3,550
Commercial Inspections	25	171	609	1,344
INVESTMENT	MAY 2026	2026 YTD	2025 YTD	2025 TOTAL
Total Residential Permit Valuation	\$9,201,600	\$32,946,140.00	\$23,520,120.00	\$63,247,710
Total Commercial Permit Valuation	\$780,880	\$2,787,510.00	\$28,853,580.00	\$98,904,525

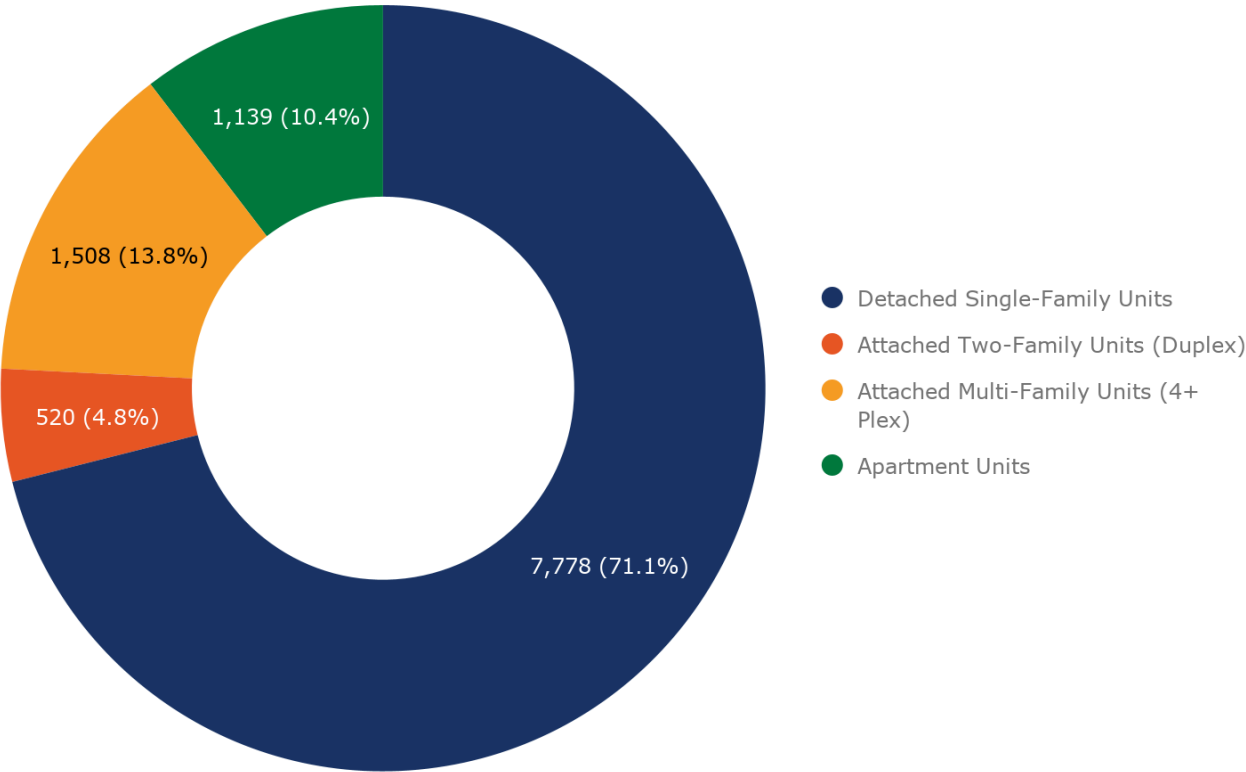
BUILDING CONSTRUCTION ACTIVITY -

- 16 new single-family home permits were issued in the Sendera, Estates at Knoll Creek, Saddlebrook, Creekmoor and Creekside Ranch neighborhoods.
- 12 new attached single family/duplex permits were issued in the Timber Ridge neighborhood
- The pool, clubhouse and amenity area were permitted for construction in the Sendera neighborhood.
- Nuuly continues to make significant progress on the expansion of their facility at 1300 S. Dean Avenue.

Single Family Residential Permit Trends 2000-2026



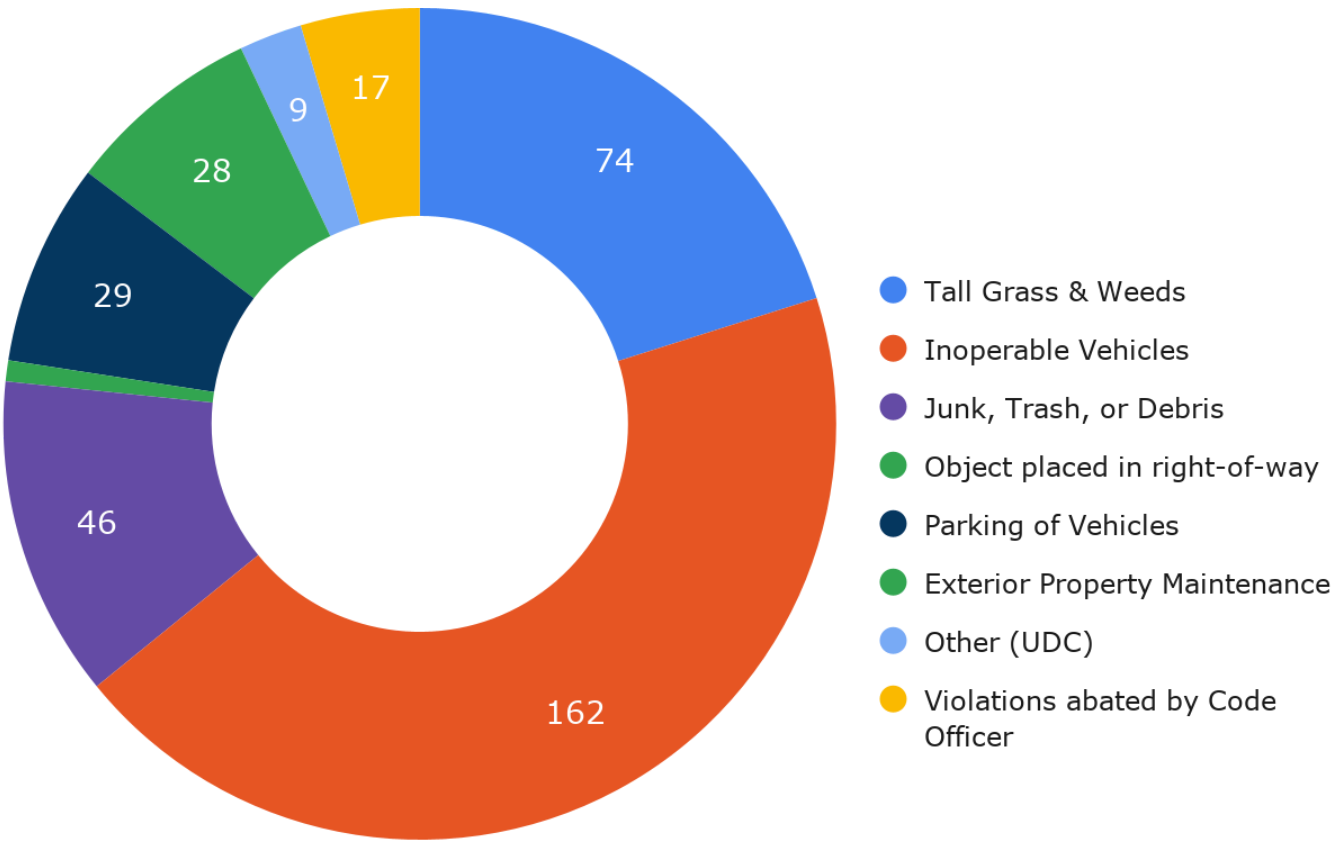
Existing Housing Unit Inventory



CODE ENFORCEMENT ACTIVITY -

CODE ENFORCEMENT	MAY 2026	2026 YTD	2025 YTD	2025 TOTAL
Code Enforcement Cases Opened	91	378	285	751
<i>Notices Mailed</i>		0		
Tall Grass/Weeds	46	74	77	198
Inoperable Vehicles	15	162	104	213
Junk/Trash/Debris in Yard	9	46	36	114
Object placed in right-of-way	1	3	6	13
Parking of vehicles in front yard	8	29	21	86
Exterior home maintenance	7	28	13	54
- Other (trash at curb early; signs; etc)	2	9	8	10
Properties mowed by City Contractor	7	12	16	57
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	0	0	0	21
Signs in right-of-way removed	83	535	335	732
Violations abated by Code Officer	3	17	18	41
Citations Issued	8	82	70	154

CODE ENFORCEMENT SUMMARY - 2026 Year-to-Date



ACTIONS OF BOARDS, COMMISSIONS & CITY COUNCIL - MAY

MAY 5, 2026 PLANNING AND ZONING COMMISSION -

- Meeting Canceled - no business items

MAY 11, 2026 CITY COUNCIL -

- No Development Services items currently scheduled

MAY 12-16, 2026

- Staff Conference - Congress for the New Urbanism (CNU) Fayetteville & Bentonville, AR)

MAY 19, 2026 PLANNING AND ZONING COMMISSION -

- No Development Services items currently scheduled

MAY 25, 2026 CITY COUNCIL -

- No meeting - Memorial Day Holiday

TENTATIVE UPCOMING MEETINGS -JUNE

JUNE 2, 2026 PLANNING AND ZONING COMMISSION -

- Meeting Canceled - no business items

JUNE 8, 2026 CITY COUNCIL -

- 1st Reading - Lofts at Foxridge Water Line Easement - Vacation & Dedication

JUNE 10, 2026 BOARD OF ZONING ADJUSTMENT -

- Rupard Detached Garage Setback Variance - 606 Meadow Ct. (public hearing)

JUNE 16, 2026 PLANNING AND ZONING COMMISSION -

- No Development Services items currently scheduled

JUNE 22, 2026 CITY COUNCIL -

- 2nd Reading - Lofts at Foxridge Water Line Easement - Vacation & Dedication

MAY DEPARTMENT ACTIVITY & EVENTS -

- Planning deck or roof repairs, building a new fence or shed or other home improvement projects? Always verify that your contractor is licensed with the City and be sure to check with the City regarding property maintenance code requirements. [Click here for more information.](#)
- Economic Development Director Jordan Lea attended the Raymore Chamber of Commerce After Hours event at Anna Lou's Guesthouse.

- Economic Development Director Jordan Lea attended the University of Missouri-Extension's child care community development bootcamp.
- Economic Development Director Jordan Lea attended the International Economic Development Council's monthly emerging leaders meeting.
- Development Services Director David Gress and Economic Development Director Jordan Lea attended the Raymore Chamber of Commerce monthly Coffee and Conversation event.
- Economic Development Director Jordan Lea participated in the Raymore Chamber of Commerce scholarship selection committee.
- The May 5 meeting of the Planning and Zoning Commission was cancelled due to lack of business items.
- Development Services Director David Gress attended the ribbon cutting for [Nervology](#), a chiropractic and neurodevelopment health office located at [246 Broadmoor Drive](#).
- Development Services Director David Gress attended the monthly Raymore Chamber of Commerce Board meeting and monthly Coffee + Conversation hosted by Nervology.
- Staff held interviews with candidates for the open Administrative Assistant position.
- Economic Development Director Jordan Lea attended a lunch and learn hosted by the Missouri Department of Economic Development's International Trade and Investment Office.
- Economic Development Director Jordan Lea attended United WE's Champions for Change event.
- Economic Development Director Jordan Lea attended the University of Missouri-Extension's child care community development bootcamp.
- Economic Development Director Jordan Lea attended the Missouri Economic Development Council district director meeting.
- Economic Development Director Jordan Lea attended the Workforce YOU Housing core group meeting.
- Economic Development Director Jordan Lea participated in the LEAD Center's panel for student entrepreneurs.
- Economic Development Director Jordan Lea attended the Mid-America Regional Council's Sustainable Places Policy Committee meeting.
- Development Services Director David Gress and Senior Planner Dave McCumber attended the annual conference of the Congress for New Urbanism, located in Bentonville and Fayetteville, Arkansas.
- Economic Development Director Jordan Lea attended the Raymore Chamber of Commerce events committee meeting.
- Economic Development Director Jordan Lea attended the Workforce YOU Child Care core group meeting.

- Economic Development Director Jordan Lea attended the University of Missouri-Extension's child care community development bootcamp.
- Mayor Turnbow, Mayor Pro Tem Circo, Councilmember Burke, Councilmember Barber and City staff attended the ribbon cutting ceremony for [Church & Dwight's](#) new distribution hub at Raymore Commerce Center South. [Click here for more information.](#)
- Economic Development Director Jordan Lea attended the Kansas City Area Development Council's investor access event.
- Economic Development Director Jordan Lea attended the International Economic Development Council's monthly women in development meeting.
- Economic Development Director Jordan Lea attended the Raymore Chamber of Commerce monthly membership luncheon.
- The June 2 meeting of the Planning and Zoning Commission was canceled due to lack of business items.
- Economic Development Director Jordan Lea attended the University of Missouri-Extension's child care community development bootcamp.



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: May 1, 2026 - Jun 1, 2026	
Mailing Address: 100 MUNICIPAL CIRCLE, RAYMORE, MO 64083					
Physical Address: 100 MUNICIPAL CIRCLE, RAYMORE, MO 64083				County: Cass County	
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		54	1,409	559	
B. Cases (citations/informations) filed		4	200	42	
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0	
2. court/bench trial - GUILTY		0	0	0	
3. court/bench trial - NOT GUILTY		0	0	0	
4. plea of GUILTY in court		3	103	33	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	38	0	
6. dismissed by court		0	12	9	
7. <i>nolle prosequi</i>		0	5	8	
8. certified for jury trial (not heard in Municipal Division)		0	0	0	
9. TOTAL CASE DISPOSITIONS		3	158	50	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		55	1,451	551	
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	20	1. # Issued during period		0	
2. # Served/withdrawn during reporting period	36	☐ Court staff does not process parking tickets			
3. # Outstanding at end of reporting period	1,362				

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Raymore Municipal	Reporting Period: May 1, 2026 - Jun 1, 2026
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V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$15,088.50	Court Automation	\$1,134.65
Clerk Fee - Excess Revenue	\$1,398.55	Law Enf Arrest Costs-E/R	\$100.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$43.12	Law Enf Arrest-Local	\$300.00
Bond forfeitures (paid to city) - Excess Revenue	\$247.50	Total Other Disbursements	\$1,534.65
Total Excess Revenue	\$16,777.67	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$30,830.50
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Bond Refunds	\$4,182.00
		Total Disbursements	\$35,012.50
Fines - Other	\$8,474.00		
Clerk Fee - Other	\$546.54		
Judicial Education Fund (JEF) ☐ Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$162.08		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$1,155.70		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$16.86		
Law Enforcement Training (LET) Fund surcharge	\$322.00		
Domestic Violence Shelter surcharge	\$644.00		
Inmate Prisoner Detainee Security Fund surcharge	\$322.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$875.00		
Total Other Revenue	\$12,518.18		

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, MAY 11, 2026, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS BAKER, BARBER, BURKE III, CIRCO, ENGERT, HOLMAN, MCDONALD, AND ROE. 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.

3. Pledge of Allegiance

4. Presentation/Awards

Mayor Turnbow delivered the State of the City address.

Mayor Turnbow presented proclamations honoring National Police Week and National Public Works Week.

Matthew Partridge, Dana F. Cole & Co., City Auditor, presented the Fiscal Year 2025 Financial Statements.

5. Personal Appearances

6. Staff Reports

City Manager Jim Feuerborn noted the Development Services staff report was included in the Council packet.

Chief of Police Jim Wilson reviewed the Drug Take Back event held in April, noting 145 pounds of prescription drugs were recovered. The next event is in October.

Assistant City Manager Murdock provided an update on the Justice Center concept design project. He reviewed the April 28-29 workshop with PGAV touring the building and proposed site, meeting with staff, and discussing long range plans. Chief Wilson and Mr. Murdock will be attending a station design conference next week. A schedule has been set for public engagement sessions, the first on May 27. This session will be a small group Q&A format. Residents will be able to provide feedback at this session and there will be the opportunity to provide feedback through the website. Another session will be on June 18 to present some of the very first actual concept designs that the public can react to

and we'll follow the same process for that meeting. In the meantime, staff will continue to work on a weekly basis to present to Council in July.

Councilmember Baker confirmed the final product will not be at the June 18 meeting. Mr. Murdock confirmed, stating they'll be taking the community feedback to produce some of the first drawings that the community would be able to see on the 18th, then get more feedback at that meeting before compiling the final report.

Councilmember Baker asked if we anticipate another public meeting once the final product is done, the comments are entered, and another third meeting to show here is what we've paid all this money for, here is the direction we're going. Mr. Murdock stated there currently isn't a third meeting scheduled as they plan to present the report to Council for feedback before setting a final engagement session to make sure we are still on the right track.

Mayor Turnbow confirmed the report would be presented at a work session. Mr. Feuerborn stated yes, the second work session of July.

Councilmember McDonald asked if the June 18 meeting would have time for Q&A as is planned for the May meeting. Mr. Murdock answered yes.

Mr. Feuerborn announced items for the May 18 work session.

Councilmember Holman asked about the MARC Household Hazardous Waste program potential closing of the Lee's Summit location. Mr. Murdock stated he would research and provide additional information. Mayor Turnbow stated pending legislation could affect funding for these types of programs.

7. Committee Reports

8. Consent Agenda

A. City Council Regular Meeting minutes, April 27, 2026

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

DISCUSSION: None

VOTE:	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye
	Councilmember McDonald	Aye
	Councilmember Roe	Aye

9. Unfinished Business

10. New Business

A. ServPro Priorities Services Agreement

BILL 4035: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH SERVPRO FOR EMERGENCIES OR DISASTERS WITHIN THE CITY OF RAYMORE."

City Clerk Erica Hill conducted the first reading of Bill 4035 by title only.

Assistant City Manager Ryan Murdock reviewed the staff report included in the Council packet. The City of Raymore consistently looks to build resiliency should a disaster or emergency strike the City. By engaging in a Priority Services Agreement (PSA) with ServPro, the City is able to leverage substantial resources and personnel during an emergency that falls outside the available staffing and resources of the City. This PSA does not commit the City of Raymore to any costs and only goes into effect should the City need to contact ServPro and request resources and/or services. ServPro has the bandwidth and equipment to provide Raymore with priority services in any emergency or disaster. References were contacted and ServPro was highly recommended should the need arise here in Raymore.

Councilmember Baker asked if this is the first agreement of this type the City has entered into, what type of disaster would this assist with, and if there is a threshold in which the Council would be notified of expenditures. Mr. Murdock stated we've had mutual aid agreements, but nothing like this and this would aid in the event of catastrophes to municipal facilities.

City Manager Jim Feuerborn stated he would notify Council of emergency expenditures as provided for in City Code. He added that insurance, SEMA, and FEMA could also be used as resources in disaster situations.

Councilmember Baker asked if other companies were researched to determine if these were standard rates. Mr. Murdoch stated these are standard rates and that he consulted with Missouri Public Risk and they gave the nod of approval.

Councilmember Circo asked about the response timeframe. Mr. Murdock stated the response time outlined in the contract is to respond to us within one hour and to be onsite within four hours.

Councilmember McDonald asked how many other municipalities are under contract and how priority is set if there are multiple agencies to respond to. The ServPro representative in attendance stated there are several counties and cities

under contract in the area and there is a large response team throughout the country to respond to emergencies.

MOTION: By Councilmember Circo, second by Councilmember Burke III to approve the first reading of Bill 4035 by title only.

DISCUSSION: None

VOTE:	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye
	Councilmember McDonald	Aye
	Councilmember Roe	Aye

B. Award of Contract - Outdoor Video Display Signs

BILL 4033: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING A CONTRACT WITH HEARTLAND SIGN AND LIGHTING IN THE TOTAL AMOUNT OF \$137,628.00 FOR THE INSTALLATION OF OUTDOOR VIDEO DISPLAY SIGNS AT RECREATION PARK AND HAWK RIDGE PARK."

City Clerk Erica Hill conducted the first reading of Bill 4033 by title only.

Parks and Recreation Director Nathan Musteen reviewed the staff report included in the Council packet. The Council designated funding for two digital video signs to be placed at the entrances of Recreation Park and Hawk Ridge Park. In January, staff publicly advertised bids for installation of the two signs. Heartland Sign and Lighting was the lowest and most responsive bid of the three received. The Recreation Park sign will replace the monument sign near the South Madison Street roundabout. The Hawk Ridge Park sign will be included in the construction phase of the new plaza area on Sunset Lane.

Councilmember Burke asked what impact protection do these have. Mr. Musteen stated there is a protective layer on the screen.

Mayor Turnbow asked for clarification on the location, noting they aren't near active ball fields. Mr. Musteen reviewed the locations of the signs.

Councilmember Circo stated that insurance should cover damage to the signs.

Councilmember Baker asked why the sign at Hawk Ridge Park doesn't include "Park" or "Raymore" on the sign. Mr. Musteen stated there were spacing limitations on the sign, size guidelines of Development Services sign code, and design limitations; noting these can be adjusted.

Councilmember Roe asked what type of messages will be on the signs. Mr. Musteen stated city functions, services, and emergency notifications.

MOTION: By Councilmember Circo, second by Councilmember Burke III to approve the first reading of Bill 4033 by title only.

DISCUSSION: None

VOTE:	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye
	Councilmember McDonald	Aye
	Councilmember Roe	Aye

C. Annexation of 155th Street

BILL 4036: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ANNEXING A PORTION OF THE NORTH HALF OF 155TH STREET LOCATED IN JACKSON COUNTY, MISSOURI, BETWEEN THE CENTERLINE OF KENTUCKY ROAD EAST TO THE CENTERLINE OF KURZWEIL ROAD."

City Clerk Erica Hill conducted the first reading of Bill 4036 by title only.

City Attorney Jonathan Zerr reviewed the staff report included in the Council packet. Bill 4036 seeks to complete a process that started in 2017 with the reconstruction of the bridge and interchange at 155th Street and I-49. Section 71.011 of the Revised Statutes of Missouri contemplates and outlines the process for the concurrent detachment of property from one municipality to another municipality. In following the statutory process, the City of Kansas City is in the process of approving Committee Substitute for Ordinance No. 260374 which will effectively detach the 155th Street ROW from its jurisdictional boundaries. The affected portion of 155th Street ROW extends between the centerline of Kentucky Road east to the centerline of Kurzell Road, all in Jackson County, Missouri. The detachment and annexation of the 155th Street ROW will allow Raymore to provide consistent and timely public safety services to the area along the northern boundary of the City. Bill 4036 seeks to complete the statutory process by annexing the same portion of 155th Street ROW into the jurisdictional boundaries of Raymore.

Councilmember McDonald noted the upcoming maintenance consists of repair of a shoulder of up to \$25,000. City Manager Feuerborn stated yes, and that's a high estimate.

Councilmember McDonald asked about implementations of annexating into Jackson County and potential easements involved. Mr. Feuerborn stated we are

only annexing the road, not the easement. He added that Jackson County has a considerable amount of Road and Bridge money to distribute in the form of grants and has extended hundreds of thousands of dollars worth of grants to cities with very little road, so this very little road makes us eligible to apply for those revenues.

Councilmember Barber asked for clarification on the process. Mr. Zerr explained that upon passage of both Kansas City and Raymore's Ordinances, we will file them with the Recorder of Deeds for Jackson County, Jackson County Assessor's Office, and the Circuit Court of Jackson County.

Councilmember Baker asked if this could hamper development on either side of 155th Street or widening of the street due to Raymore not having easement on the north side. Mr. Feuerborn stated it wouldn't be a question of easements; Kansas City jurisdictionally comes to the edge of the road on the north side, so we would have to work something out with them to take that jurisdiction.

Councilmember Baker asked if someone wanted to put a sign on the north side of 155th Street and Kansas City didn't enforce their sign code, Raymore would not have jurisdiction. Mr. Feuerborn confirmed.

MOTION: By Councilmember Circo, second by Councilmember Burke III to approve the first reading of Bill 4036 by title only.

DISCUSSION: None

VOTE:	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye
	Councilmember McDonald	Aye
	Councilmember Roe	Aye

11. Public Comment

12. Mayor/Council Communication

Mayor Turnbow and Councilmembers thanked the Police Department and Public Works Department for their service, thanked Mayor Turnbow for the State of the City address, congratulated staff on the annexation of 155th Street, and congratulated staff on the successful audit.

13. Adjournment

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

VOTE:	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye
	Councilmember McDonald	Aye
	Councilmember Roe	Aye

The regular meeting of the Raymore City Council adjourned at 7:16 p.m.

Respectfully submitted,

Erica Hill
City Clerk

RESOLUTION 26-25

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE DEAN AVENUE CURB REPLACEMENT PROJECT NUMBER 26-495-201."

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

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

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

Section 1. The Dean Avenue Curb Replacement Project is accepted.

Section 2. The final payment in the amount of \$338,446.12 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 8TH DAY OF JUNE, 2026, BY THE FOLLOWING VOTE:

Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember McDonald
Councilmember Roe

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 5/11/2026

SUBMITTED BY: Ryan Murdock

DEPARTMENT: Administration

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

ServPro Priorities Services Agreement (pg 22)

STRATEGIC PLAN GOAL / STRATEGY

3.5: Enhance and strengthen emergency preparedness response and recovery plans across the organization in collaboration with other community and regional efforts.

FINANCIAL IMPACT

Award To: ServPro

Amount of Request/Contract: 0.00

Amount Budgeted:

Funding Source/Account:

PROJECT TIMELINE

Estimated Start Date
6/9/2026

Estimated End Date
6/8/2029

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:

Date:

Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 4035
2. PSA Agreement

BACKGROUND / JUSTIFICATION

The City of Raymore consistently looks to build resiliency should a disaster or emergency strike the City. By engaging in a Priority Services Agreement (PSA) with ServPro, the City is able to leverage substantial resources and personnel during an emergency that falls

outside the available staffing and resources of the City.

This PSA does not commit the City of Raymore to any costs and only goes into effect should the City need to contact ServPro and request resources and/or services. ServPro has the bandwidth and equipment to provide Raymore with priority services in any emergency or disaster. References were contacted and ServPro was highly recommended should the need arise here in Raymore.

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH SERVPRO FOR EMERGENCIES OR DISASTERS WITHIN THE CITY OF RAYMORE."

WHEREAS, the City of Raymore routinely evaluates the resiliency of our disaster and emergency response and the resources required for these responses; and,

WHEREAS, there are times when an emergency or disaster will require resources and/or personnel the City does have or cannot readily access; and,

WHEREAS, ServPro has the resources, personnel, and bandwidth to respond immediately to a disaster or emergency in the City of Raymore should their services be requested; and,

WHEREAS, a Priority Services Agreement allows for a quicker response, especially when time matters; and,

WHEREAS, the City of Raymore met with ServPro and has determined they are the best company for this agreement.

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

Section 1. The City Manager is authorized to enter into a Priority Services Agreement with ServPro attached as Exhibit A.

Section 2. The City Manager is authorized to make changes within budget constraints.

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

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

DULY READ THE FIRST TIME THIS 11TH DAY OF MAY 2026.

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 8TH DAY OF JUNE, 2026, BY THE FOLLOWING VOTE:**

Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember McDonald
Councilmember Roe

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



SERVPRO Disaster Recovery Team
1001 W. Hunters Ridge
Lee's Summit MO 64086
816-246-5566

Priority Service Agreement

This Customer Priority Service Agreement is made between **21st Enterprise, LLC dba SERVPRO of Lee's Summit, East Kansas City, Overland Park, Harrisonville (herein known as "SERVPRO")** and **City of Raymore** (herein known as the Entity). The Entity has requested SERVPRO to be the preferred service provider in accordance with the following agreed upon terms and conditions:

- 1) **Term:** This agreement shall commence on May 27, 20²⁶, and continue thereafter until terminated by either party upon thirty (30) days prior written notice to the other party in accordance with the notice provision herein. This agreement may be terminated immediately for cause by either party involved. Written notice will be provided to either entity via email or letterhead.

If this Priority Service Agreement is not fully executed within 30 days from the date of initiation, it will automatically expire, taking into account the limited availability of allocated capacity during this period.

- 2) **First notice of loss:** Entity will report losses through SERVPRO's 24-hour emergency number: 816-246-5566.
- 3) **Photos:** Upon arrival, SERVPRO will take photos of the structure, damaged areas, and cause of loss. We will document the affected areas before, during, and after production, storing all information in our DRYBOOK program.
- 4) **Pricing Guidelines:** Pricing will be based on either Xactimate or Time and Material software, pending the size, scope, and severity of the project. Xactimate pricing is the property insurance standardized estimating software used to pre-determined costs based on industry benchmarks, ensuring transparency and accuracy in billing. Time and Material pricing, on the other hand, involves charging for actual labor hours worked and the materials utilized, allowing for flexibility in projects that may evolve in scope. Both pricing methods aim to provide fair and equitable compensation for services rendered while ensuring prompt and effective disaster response.
- 5) **Service Response Guideline:** Under normal circumstances, SERVPRO's standard response time is 1 hour to return the customer's call, 4 hours to arrive on-site, and 8 hours to report to the adjuster or customer. In the event of a metro-wide event, PSA accounts are moved to first truck out priority.
- 6) **Immediate Notification to Entity:** Work will cease, and the Entity will be notified of any of the following situations before continuation of work.
- a) Mold is detected
 - b) Need for asbestos testing
 - c) Excessive loss conditions
 - d) Subrogation Issues
 - e) Safety hazards
 - f) Questions on coverage
 - g) Refusal of service

- h) If Carpet needs to be removed in a category 1 loss
 - i) Contents cleaning or pack-out is probable
 - j) Pre-existing damage
 - k) Demolition
- 7) **Services:** SERVPRO will clean, contain, and mitigate the reported loss by providing necessary tools, equipment, materials, labor, and sub-trades. All services will be performed in a skilled, professional manner, meeting industry standards, the terms of this agreement, and applicable laws and regulations. The services include, but are not limited to:
- a) Water Damage Mitigation (follow Institute of Inspection Cleaning and Restoration Certification Guidelines (IICRC))
 - i. Emergency mitigation, cleanup, and restoration
 - ii. Drying Process
 - iii. Post-emergency cleanup and mold remediation
 - b) Fire/Smoke/Soot Damage Mitigation (within IICRC Guidelines)
 - i. Scope and qualification
 - ii. Contents cleaning and deodorization
 - iii. Move out
 - iv. Structure cleaning and restoration
 - c) Mold Mitigation and Remediation: If mold is found, SERVPRO will perform emergency mitigation to contain the contamination and prevent cross-contamination of clean areas of the structure. SERVPRO will notify the Entity's contact of the presence of mold. If mold is discovered, and the mold contamination cannot be contained to prevent cross contamination, no emergency mitigation work or mold remediation work will be performed until the Entity's contact has reviewed the loss.
 - d) Dehumidification
 - e) Catastrophic Storm Response
 - f) Move out
 - g) Contents Restoration
 - h) Electronics and Equipment Restoration
 - i) Document Drying
 - j) Contents Claim Inventory Services
 - k) Asbestos: if SERVPRO suspects that asbestos may be present, and or testing is required by law, the Entity will pay for asbestos testing
 - l) Air Ducts and HVAC Cleaning
 - m) Biohazard, Crime Scene Cleanup, Vandalism Cleanup
 - n) Carpet and upholstery Cleaning
 - o) Drape and Blinds Cleaning
 - p) Ceilings, Walls, and hard floors
 - q) Deodorization
 - r) Onsite Dry and Refrigerated Storage
 - s) Generators
 - t) Portable Lighting
- 8) **Confidentiality:** SERVPRO, along with its employees, agents, representatives, and subcontractors, will keep all information related to the emergency situation confidential. This includes any information they encounter while providing services, unless disclosure is required by law or necessary to protect life, safety, or health.
- 9) **Authority:** Each signatory executing the agreement on behalf of SERVPRO and Entity represents and warrants that they have full power and authority to execute the agreement on behalf of their respective parties and that by the execution of a binding and legal obligation of the parties is created.

- 10) **Assignments:** SERVPRO shall not assign any rights, obligation, or interest under this agreement, without the Entity's prior written consent.
- 11) **Subcontractors:** If SERVPRO hires subcontractors to perform any work under this agreement, they will provide the Entity with details upon request. The Entity reserves the right to approve or disapprove subcontractors and conduct due diligence. SERVPRO remains responsible for the subcontractors' work and performance, ensuring they comply with all terms of the agreement, including licensing and insurance requirements. Subcontracted work will be billed at the invoice amount plus overhead and profit.
- 12) **Representation:** SERVPRO represents and warrants that it is fully bonded and has and maintains the appropriate licenses and permits in accordance with applicable law, rules, codes, ordinances, and regulations. SERVPRO further represents that it shall comply with all applicable laws, rules, ordinances, and regulations applicable to the services and work performed on behalf of the Entity.
- 13) **Force Majeure:** Neither party shall be responsible for any delays in the work or services, which are beyond their direct and reasonable control.
- 14) **Governing Laws:** This agreement shall be interpreted and governed by the laws of the state and county the work is being performed in.
- 15) **Mitigation Agreement and Authorization to Perform Services:** Mitigation and authorization to perform services are as follows:

The Authorization to Perform Services agreement will be valid until terminated by either party with thirty-day (30) written notice. This agreement will allow SERVPRO to initiate work on site for any job dispatched from the Entity. This PSA is authorized up to \$5,000.00. Any amount above will constitute an additional authorization by Entity but will not be commenced unless and until approved by entities authorized representative

SERVPRO and the Entity seek to establish a mutually beneficial business relationship and wish to formalize this relationship through an agreement that will govern their current and future dealings. This Agreement is intended to supersede any prior written or verbal agreements or understandings between the parties. Therefore, in consideration of the mutual promises and other valuable considerations acknowledged by both parties, SERVPRO and the Entity agree as follows:

a) Scope of Work: Scope of SERVPRO's work shall be defined by the severity of the project. SERVPRO agrees to commence work and, or supply materials authorized by the Entity, within the time set out in the contract documents for the project. SERVPRO shall include all labor and materials or just materials necessary or incidentals to completing the work in a manner, which complies with this Agreement and the SERVPRO Documents, and in a professional and workmanlike manner, meet product and material manufacturer's requirements, and complies with applicable laws, regulations, and ordinances.

b) Payment: The Entity shall pay SERVPRO upon satisfactory performance by the end of the calendar month following the invoice date submitted for payment.

c) Term: This Agreement shall stay in place until thirty-days (30) written notice by either party.

d) Insurance: SERVPRO shall procure and maintain in force prior to the start of any work under this contract and for the duration and completion of this contract, insurance to protect and defend the Entity against liability due to alleged or actual injury or death of persons or damages to property arising from or out of the SERVPRO's or material suppliers' operations or products in connection with the performance of this contract. Such insurance shall be written by insurers authorized to do so in the state of operations and shall maintain a minimum rating of A-: VII by A.M. Best.

Workers Compensation:

- Statutory benefits
- Employers' Liability. \$1,000,000 Each Accident, \$1,000,000 policy limit, \$1,000,000 each employee
- Federal Acts as applicable to the project (e.g. Longshoremen's and Harbor Workers Act, Jones Act, or Admiralty Act)
- All employees, partners, individuals, sole proprietors and any managers on the project site shall be included for coverage

Commercial General Liability:

- \$1,000,000 Each Occurrence and Personal Injury limits
- \$2,000,000 General Aggregate (to apply per project)
- \$2,000,000 Products Completed Operations Aggregate

Commercial Automobile Liability

- \$1,000,000 combined single limit for Bodily injury and Property damage any one accident.
- Excess Liability – Umbrella
- Providing excess coverage over General Liability, Auto Liability and Employers Liability
- \$1,000,000 each occurrence
- \$1,000,000 Aggregate

SERVPRO shall endorse General Liability, Automobile Liability, and Umbrella policies to include as an additional insured on a primary, noncontributory basis the Entity as respects to work performed or materials supplied

The limits of liability as stated may be arrived at using a Split-Limit or a Combined Single Limit basis. However, the total limit of liability shall not be less than that stated in the requirements.

The above limits are minimum acceptable insurance limits and should not be construed in any way to limit the subcontractor's liability to SERVPRO nor the indemnification provisions of the contract documents.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date herein first appearing above.

ENTITY: City of Raymore

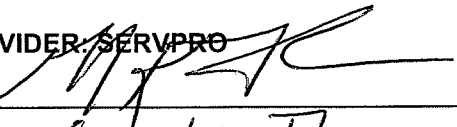
By: _____

Name: Ryan Murdock

Title: _____

Date: _____

PROVIDER: SERVPRO

By:  _____

Name: Gerald Thomas

Title: Director of Sales

Date: 5-26-2026



COMMERCIAL EMERGENCY WORK AUTHORIZATION

The person(s) named below hereby authorize , 21st Enterprise LLC],
d/b/a SERVPRO® of Lee's Summit/E. Kansas City/Overland Park, Harrisonville
("Provider"), to provide services to the property described below ("Property"). **The attached "Terms and Conditions" are a part of this authorization and are agreed to by both parties. If the person(s) named below are not the legal owner of the Property, they represent that they are legally authorized to act on behalf of the Owner with respect to the Property.**

WORK: The parties agree that the cost of the work will be in accordance with the scope of work and priced using line-item charges or time and materials billing (as applicable), plus any change orders approved by Owner and Provider. For time and materials billing, a rate sheet will be provided as an attachment. Owner agrees that the job is limited to the work set forth in Provider's scope of work, provided that the scope of work shall also include any additional work requested by Owner and agreed to as described under "Addition/Deletion of Work" in the Terms and Conditions below.

This Work Authorization, along with all attachments, agreed estimates or scope of work, supplemental estimates, and change orders shall constitute the entire agreement between Owner and Provider.

Owner agrees that any portion of work, including without limitation deductibles, betterment, depreciation, or additional work requested by Owner, not covered by insurance (where applicable) must be paid by Owner in accordance with this agreement, including the attached Terms and Conditions. **Although Provider will assist Owner in seeking reimbursement of the costs of the work from Owner's insurer (if applicable), Owner is responsible for payment to Provider of the full costs included in the scope of work.** Owner understands and acknowledges that Provider is a separate legal entity that has no connection with Owner's insurance company or its adjuster, and that Owner alone has the authority to authorize Provider to engage services set forth in this agreement.

CAUSES BEYOND CONTROL: Provider shall not be liable for any delay due to circumstances beyond the control of Provider including, but not limited to, flood, fire, strikes or other labor difficulty, act of God, casualty, unavailability of materials, weather conditions, building department requests, intervention by governmental authority, civil disturbance, sabotage, fuel or energy shortage, transportation delay, equipment breakdown, natural catastrophes, inability to obtain necessary labor, materials or manufacturing facilities, or any other cause beyond Provider's reasonable control.

CONSENTS AND PERMITS: Federal, state, provincial, or local permits or consents required for the performance of the scope of work are the responsibility of the Owner; however, if made a part of the scope of work, Provider may obtain such permits and consents at Owner's expense. Provider and Owner will comply with all applicable governmental regulations, statutes, laws, and ordinances.

LABOR: General labor, also known as temporary labor or day labor, may be subject to prevailing wage and local labor market conditions, such as union rates or a major metropolitan multiplier. all contractors and subcontractors must be licensed to conduct business in Raymore, Cass County, Missouri.

PAYMENT: Insurance company for the property is _____ and Owner irrevocably

directs such insurer to pay all proceeds due Provider as payment under any applicable policy or policies directly to Provider. **Owner will instruct Owner's insurer to make checks payable to "[entity, if applicable], d/b/a SERVPRO® of Lee's Summit/E. Kansas City/Overland Park, Harrisonville"** Owner shall, upon request of Provider, promptly (within 24 hours unless another time is agreed to by the parties) forward Provider's estimate to Owner's insurer or otherwise make demand for payment of Owner's claim. Owner will provide all reasonable cooperation to Provider upon Provider's request to facilitate processing and payment of Owner's claim by the insurer. Owner agrees to promptly (within 24 hours unless another time is agreed to by the parties) endorse and provide to Provider any payment or check relating to the work hereunder if made payable to Owner or Owner and Provider jointly. **Owner will also pay Owner's insurance deductible before commencement of work unless otherwise agreed upon.** Any insurance payment may, if reasonably directed by Provider, be made to a lender or into an escrow account in a bank acceptable to Provider, for disbursement by a series of draws.

Owner agrees that [my insurance company] may pay any insurance proceeds to Company's Franchisor, Servpro Industries, Inc., for payment to Provider.

Initial of Owner _____

ENVIRONMENTAL CONDITIONS: Provider's scope of work hereunder shall not include the identification, detection, abatement, encapsulation, or removal of any hazardous substances. If Provider discovers any potential hazardous substances during the course of its work hereunder, it shall have the right to discontinue its work until such hazardous conditions are evaluated, removed, or otherwise remediated, and the time allotted Provider for completion of its work shall be extended for the period of time such hazardous conditions continue to exist. Provider shall have no obligation to remove or otherwise remediate such hazardous substances. Mold remediation, if any, must be set forth in the scope of work and must be directed by an Industrial Hygienist protocol and clearance testing.

JURISDICTION AND GOVERNING LAW: The parties hereby irrevocably consent to the jurisdiction of the state/providence or federal courts of the State/Providence of Missouri in connection with any action or proceeding arising out of or relating to this Contract, any document or instrument delivered pursuant to, in connection with, or simultaneously with this Contract, or a breach of this Contract or any such document or instrument. This Contract shall be construed in accordance with the laws of the State/Providence of Missouri

Remarks:

THIS AGREEMENT is made, entered into and effective this day of ,

By and Between:

City of Raymore
Company/Business Name:
100 Municipal Drive
Property Street Address:
Raymore
Property City:
Missouri
Property State/Providence: Zip: 64083
Owner Representative Name: Ryan Murdock
Owner Representative Signature:
Agreement Date:

Franchise Legal Name: 21st Enterprise LLC

d/b/a SERVPRO® of Lee's Summit/E. Kansas City/Overland Park, Harrisonville

Provider's Signature:

Contractor's License # (if applicable):

Agreement Date:

TERMS AND CONDITIONS

1. **Preexisting Deficiencies:** The work agreed to consist of the scope defined in this contract and does not cover preexisting deficiencies or required codes upgrades unless specifically stated.
2. **Access & Security:** The contract price is based on completion during normal working hours unless otherwise agreed, and Owner agrees to provide all necessary access to the jobsite as required until work is completed. Owner's key, telephone, electricity, water, toilet, and other necessary facilities to be made available to the Provider's personnel during the course of work, as necessary, and a lock box may be used. Provider may place a sign on the work site or Owner's property. Provider is not responsible for security of the jobsite, and therefore it is agreed that Provider shall have no responsibility for any damage, disappearance, or theft. Owner agrees to remove, store, or protect all such items that are left at the jobsite. Any valuables left on-site should be communicated to the Provider.
3. **Addition/Deletion of Work:** Any work deleted from the scope of work must be agreed to by both Owner and Provider in writing on a change order. In the event of deletion of work, upon payment to Provider, Owner will be reimbursed only for Provider's (or any subcontractor, if applicable) budgeted cost on said work. If deletion of work from the contract results in a net credit to Owner, the amount of the credit will be used to offset extra work or paid upon Provider's receipt of final payment. Any additional work will be at prices agreed to by the parties. If Owner requests additional work that is not covered by the insurance company, and Provider agrees to perform such work, a down payment of 50% of the cost of the additional work is required before starting the additional work. The balance will be due on completion of the additional work.
4. **Payments.** Payments not made in accordance with any agreed upon schedule or no later than 30 days after date of Provider's invoice (whether provided after substantial completion or otherwise), shall accrue interest thereon at the lower of (i) 1% per month (12% per annum), or (ii) the highest rate allowed by law, until paid.
5. **Termination.** In the event that a party shall fail to comply with any material term or condition of this agreement, then the other party may provide written notice of such default. Upon receipt of such notice, the party in default shall have ten (10) business days in which to cure such default. If such default is not cured within ten (10) business days after such notice, the other party may terminate this Agreement upon prompt written notice. If Provider terminates this agreement based upon Owner's default, Provider shall be paid all labor and material costs and expenses incurred as of the date of termination of the agreement, plus Provider's fee of 20 percent (20%) of the total entire scope of work price (i.e., as if the project had been completed), for overhead and profit.
6. **Dumpsters.** Owner acknowledges that damage may occur from placing a dumpster on lawns, soil, asphalt, or concrete during placement or pickup. Provider will not be responsible for any damage due to settling, rutting, staining, marring, or any other form of damage caused by the placement and pickup of the dumpster(s). Dumpster location to be agreed to by parties prior to commencement of work.
7. **No Verbal Agreements.** Any alleged or asserted verbal agreements are not binding by Provider or Owner.
8. **Insurance.** Owner shall maintain the Owner's usual liability insurance and Provider shall maintain comprehensive general liability insurance. Provider shall maintain workers' compensation insurance as required by law. Owner waives all claims, including but not limited to subrogation claims, against Provider to the extent the claims are covered by insurance. If the Owner purchases loss of use insurance, Owner waives all claims for loss of use against Provider.
9. **No Waiver.** Any waiver of a breach or default under this agreement shall not constitute a waiver for any subsequent breach or default. No single or partial exercise of any right, power, or privilege under this agreement shall preclude further exercise of the right, power, or privilege.
10. **Force Majeure.** Neither party shall be responsible for any delay in or failure of performance under this agreement due to any occurrence beyond its reasonable control, including without limitation work stoppages, natural disasters, fires, civil disobedience, riots, rebellions, acts of God, failure of a supplier or third party, or any other similar occurrences.
11. **Dispute Resolution.** All claims, disputes, and other matters in question arising out of, or relating to this agreement or the breach thereof, shall be decided by arbitration in accordance except for legal actions by Provider to collect amount due from Owner, with the Restoration Industry Arbitration Rules of the American Arbitration Association then in force. All legal fees and expenses shall be awarded to the prevailing party in any arbitration proceeding; any arbitration will be conducted by a single arbitrator selected in accordance with applicable rules then in force.
12. **Roles and Responsibilities.** As a professional restorer, it is our job is to help determine the proper methods and materials to return your property to its pre-loss condition, to prepare an estimated cost to perform that work, and to properly manage the restoration process. As the Owner, it is your responsibility to understand and agree to the proposed scope of work and the terms of our agreement. If there is required work that you believe we have overlooked in our scope, it is your responsibility to bring that to our attention.
13. **Insurance (if applicable).** Your insurance adjuster is responsible to determine what is covered and what isn't covered under the policy, to make you an offer of settlement according to the terms of your insurance policy, and to promptly reimburse you for your loss according to the policy terms. Your insurance contract is between you and your insurer, and their duties and responsibilities under that contract (your policy), and under state law, are due to you. Our contract is with you and is based on a scope of work and estimate prepared for you and your insurance company and further described in our agreement. We will submit our invoice to your insurer as a courtesy; however, as our client, you are the responsible party.
14. Please note additional sign requirements currently enforced in Raymore. Any placed sign must conform to the new sign code.

Initial of Owner _____



Time and Materials Commercial Pricing

1-800-SERVPRO (1-800-737-8776)

Schedule A: Labor

Restoration Services. See Page 9 for Prime Area Labor Conditions.

Category:	Rate:	Prime Area Labor Rate:	Unit:
Project Coordinator	\$145.00	\$165.00	Per Hour
Sr. Project Manager	\$135.00	\$154.00	Per Hour
Project Manager	\$115.00	\$138.00	Per Hour
Health & Safety Officer	\$93.00	\$107.00	Per Hour
Remediation Supervisor	\$87.00	\$105.00	Per Hour
Desiccant & Technical Specialist	\$95.00	\$118.00	Per Hour
Assistant Project Manager	\$85.00	\$105.00	Per Hour
Restoration Supervisor	\$77.00	\$93.00	Per Hour
Content Inventory Supervisor	\$70.00	\$79.50	Per Hour
Remediation Technician	\$69.00	\$82.00	Per Hour
CDL Driver	\$68.00	\$85.00	Per Hour
Restoration Technician	\$66.00	\$75.00	Per Hour
Resource Coordinator/Supply Supervisor	\$65.00	\$72.00	Per Hour
Skilled Labor	\$63.00	\$71.00	Per Hour
Project Clerical Administrator	\$57.00	\$60.00	Per Hour
General Labor	\$44.00	\$54.00	Per Hour
Management Fee * (See Page 11)	\$4.00	\$4.00	Per Hour
Consultant/Estimator ** (See Page 11)	\$105.00	\$120.00	Per Hour
Emergency Service Fee (see Page 9)	\$200.00	\$350.00	One Time Fee

Reconstruction Services. See Page 9 for Prime Area Labor Conditions.

Category:	Rate:	Prime Area Labor Rate:	Unit:
Reconstruction Sr. Project Manager	\$135.00	\$154.00	Per Hour
Reconstruction Foreman /Supervisor	\$105.00	\$115.00	Per Hour
Electrician	\$125.00	\$139.75	Per Hour
Roofer	\$110.00	\$130.00	Per Hour
HVAC Mechanical	\$120.00	\$144.25	Per Hour
Plumber	\$115.00	\$140.00	Per Hour
Finish/ Trim Carpenter	\$95.00	\$110.00	Per Hour
Carpenter/Framer	\$90.00	\$105.00	Per Hour
Drywall/Finisher	\$88.00	\$102.00	Per Hour
Tile/Flooring Installer	\$78.00	\$87.50	Per Hour
Painter	\$75.00	\$85.00	Per Hour
Equipment Operator	\$79.00	\$94.00	Per Hour
Insulator	\$60.00	\$67.00	Per Hour

Schedule B: Consumables		
Consumables Description:	Rate:	Unit:
Cleaning/Disinfectant		
Benefect Decon 30	\$85.41	Gallon
Benefect Disinfectant	\$89.89	Gallon
Benefect Disinfectant Wipes	\$78.49	250 ct
BioBlast	\$13.91	Gallon
BotaniPRO Floor Cleaner	\$35.40	Gallon
BotaniPRO Hard Surface Cleaner	\$41.50	Gallon
Bright-N-Neutral Cleaner	\$2.18	Gallon
CitraSolvent	\$115.40	Gallon
Citrus Deodorizer, Water-Based	\$7.97	Gallon
Coil Cleaner	\$22.75	Aerosol/Can
Concrobium ® Disinfectant	\$73.18	Gallon
Defoamer	\$66.89	Gallon
Duct Sealer	\$95.20	Gallon
EASYDECON DF200	\$208.05	Kit
EnviroShield™ Odor and Stain Blocker	\$381.02	5 Gallon Pail
Extreme Laundry Detergent	\$60.48	9 lb. pail
Extreme Laundry Detergent	\$198.47	35lb pail
Fire Star	\$10.04	Gallon
Flame Stop	\$99.55	Gallon
Furniture Polish	\$18.26	Aerosol/Can
Glass Cleaner, Multi-Purpose	\$9.95	Aerosol/Can
Glass Cleaner, Ready-To-Use	\$24.25	Gallon
Heavy Duty Degreaser	\$4.25	Gallon
Industrial Cleaner	\$5.99	Gallon
Lemon Fresh Deodorizer	\$3.65	Gallon
Lemon Oil Polish	\$70.64	Gallon
Liquid Emulsifier	\$53.34	Gallon
Powdered Emulsifier	\$82.49	Gallon
Pre-Spray & Traffic Lane Cleaner	\$5.34	Gallon
Rusticide	\$35.56	Quart
SERVPRO Green	\$2.85	Gallon
SERVPRO Orange	\$4.25	Gallon
SERVPRO Orange Plus	\$5.30	Gallon
ServprOXIDE	\$68.89	Gallon
Shampoo Super Concentrate	\$3.21	Gallon
Smoke Deodorizer	\$4.84	Gallon
Solvent Additive	\$6.89	Gallon
Stainless Steel Cleaner	\$18.25	Aerosol/Can
Stone and Porcelain Cleaner	\$2.90	Gallon
Tile & Grout Cleaner	\$2.52	Gallon
Ultra Content CleanER	\$4.23	Gallon
Ultrasonic Cleaning Agent	\$3.63	Gallon

Schedule B: Consumables		
Consumables Description:	Rate:	Unit:
Cleaning/Disinfectant (continued)		
Upholstery/Drapery Solvent, Heatable	\$74.15	Gallon
Vanquish (Cannot be used in California)	\$1.89	Gallon
Wall and All Plus	\$4.25	Gallon
Window Green Clean	\$25.16	Gallon
Wintergreen Deodorizer	\$4.54	Gallon
Containment		
RAM Board Floor Protection 38" x 100'	\$175.00	Each
Red Rosin Paper - 166' Roll	\$36.00	Each
Plastic Sheeting .31 mil - 9" x 400' - Roll	\$62.00	Each
Plastic Sheeting 4 mil - 20' x 100' - Roll	\$169.00	Each
Clear Poly Sheeting 6 mil 20 x 100' - Anit Static Roll	\$319.21	Each
6 mil Clear White - Fire Retardant 20' x 100' - Roll	\$390.50	Each
Plastic Sheeting Hangers - Blue	\$611.39	Case
Contents		
Box - Large	\$6.91	Each
Box - Medium	\$6.16	Each
Box - Small	\$5.49	Each
Foam / Wood Blocks	\$87.00	Box
Moving Blankets - One time use only	\$5.40	Each
Packing Paper (26" x 24" - 140 ct - recycled)	\$47.93	Box/50lb
Tacky Mats 37" x 26" PAD/30	\$153.45	Each
Tarp (per square ft)	\$0.69	Each
Wrap - Bubble /Anti Static	\$98.75	Roll
Wrap - Stretch	\$68.95	Roll
Filter - Activated Carbon 500 / 700 cfm	\$88.75	Each
Filter - Air Scrubber 500 /700 cfm - HEPA	\$287.25	Each
Filter - Air Scrubber 500/700 cfm - Secondary	\$27.50	Each
Filter - Air Scrubber 500 /700 cfm - Prefilter	\$18.75	Each
Filter - Air Scrubber 1000 cfm - HEPA	\$308.69	Each
Filter - Air Scrubber 1000 cfm - Prefilter	\$19.95	Each
Filter - Air Scrubber 1000 cfm - Secondary	\$29.95	Each
Filter - Air Scrubber 2000 cfm - HEPA	\$398.90	Each
Filter - Air Scrubber 2000 cfm - Prefilter	\$11.45	Each
Filter - Air Scrubber 2000 cfm - Secondary per 12 pack	\$176.49	Each
Filter - Activated Carbon 2000 cfm	\$213.09	Each
Filter - Back Pak Vacuum Kit	\$44.53	Each
Filter - Desiccant Dehumidifier - 5000 cfm	\$18.16	Each
Filter - Refrigerant Dehumidifier - 754	\$39.25	Each
Filter - Upright Vacuum	\$5.25	Each
Filter - Wet/Dry Vacuum, non-HEPA	\$30.00	Each
Filter Material, Poly Rolled Medium	\$48.87	Box
Vacuum Cleaner Bags	\$21.71	Pak/10
Vacuum Cleaner Bags - Back Pack HEPA	\$44.07	Pak/10
Vacuum Cleaner Bags - Canister HEPA	\$32.64	Pak/6

Schedule B: Consumables		
Consumables Description:	Rate:	Unit:
Contents		
Box - Large	\$6.91	Each
Box - Medium	\$6.16	Each
Box - Small	\$5.49	Each
Foam / Wood Blocks	\$87.00	Box
Moving Blankets - One time use only	\$5.40	Each
Packing Paper (26" x 24" - 140 ct - recycled)	\$47.93	Box/50lb
Tacky Mats 37" x 26" PAD/30	\$153.45	Each
Tarp (per square ft)	\$0.69	Each
Wrap - Bubble /Anti Static	\$98.75	Roll
Wrap - Stretch	\$68.95	Roll
Filters		
Filter - Activated Carbon 500 / 700 cfm	\$88.75	Each
Filter - Air Scrubber 500 /700 cfm - HEPA	\$287.25	Each
Filter - Air Scrubber 500/700 cfm - Secondary	\$27.50	Each
Filter - Air Scrubber 500 /700 cfm - Prefilter	\$18.75	Each
Filter - Air Scrubber 1000 cfm - HEPA	\$308.69	Each
Filter - Air Scrubber 1000 cfm - Prefilter	\$19.95	Each
Filter - Air Scrubber 1000 cfm - Secondary	\$29.95	Each
Filter - Air Scrubber 2000 cfm - HEPA	\$398.90	Each
Filter - Air Scrubber 2000 cfm - Prefilter	\$11.45	Each
Filter - Air Scrubber 2000 cfm - Secondary per 12 pack	\$176.49	Each
Filter - Activated Carbon 2000 cfm	\$213.09	Each
Filter - Back Pak Vacuum Kit	\$44.53	Each
Filter - Desiccant Dehumidifier - 5000 cfm	\$18.16	Each
Filter - Refrigerant Dehumidifier - 754	\$39.25	Each
Filter - Upright Vacuum	\$5.25	Each
Filter - Wet/Dry Vacuum, non-HEPA	\$30.00	Each
Filter Material, Poly Rolled Medium	\$48.87	Box
Vacuum Cleaner Bags	\$21.71	Pak/10
Vacuum Cleaner Bags - Back Pack HEPA	\$44.07	Pak/10
Vacuum Cleaner Bags - Canister HEPA	\$32.64	Pak/6

Schedule B: Consumables		
Consumables Description:	Rate:	Unit:
Miscellaneous/General		
Carpet Protection Film 2' x 200'	\$105.00	Each
Cleaning Rags	\$9.47	Per 25 lb.
Cleaning Towel	\$13.25	Dozen
Cleaning Towel (Microfiber)	\$53.95	Dozen
Cotton Mop Head	\$14.79	Each
Dusting Cloth - Masslin treated	\$63.90	50/Bag
Insulation Disposal Collection Bag	\$25.00	Each
Lay Flat (Roll - 250' x 14")	\$159.00	Each
Lay Flat (Roll - 500' x 18")	\$457.50	Each
Lay Flat (Roll - 500' x 33")	\$795.00	Each
Rayon Mop Head	\$24.77	Each
Sponge Dry Clean	\$276.25	48/Case
44 gal Trash Bags - Contractor 3 mil	\$61.75	Box 50
33 gal Trash Bags -Contractor 6 mil (Clear)	\$156.49	Box 100
Wall Zippers	\$28.00	Pak/2
Zip Ties 14" - Industrial	\$25.83	Pak/20
Zip Ties 36" - Industrial	\$41.24	Pak/10
Zip Ties 48" - Industrial	\$55.44	Pak/10
Safety		
Gloves - Cotton	\$6.75	Each
Gloves - Leather Safety/Work	\$12.50	Each
Gloves - Nitrile/Latex	\$46.95	Box/100
Hearing Protection	\$50.85	100/box
Muck Boots	\$59.50	Pair/Per Project
Respirator - Full or Half Mask	\$43.00	Each
Respirator - N 95	\$6.25	Each
Respirator Cartridges - Ammonia	\$29.50	Each
Respirator Cartridges - Organic	\$27.50	Each
Safety Goggles (Chemical Splash)	\$24.20	Each
Safety Glasses	\$6.00	Each
Safety Vest/Hard Hat Combo	\$15.00	Ea. Per Project
Tyvek (Bio-Shield Coveralls)	\$29.40	Per Suit/Exchange
Tapes/Adhesives		
Spray Adhesives	\$18.25	Aerosol/Can
Tape - Caution 3" x 1000' HDX	\$29.70	Roll
Tape - Duct - 2" x 60 yds.	\$13.19	Roll
Tape - HVAC 2" x 50 yds.	\$25.17	Roll
Tape - Painter (Blue) 2" x 60yds.	\$15.78	Roll
Tape - Poly/Box - 2" x 109 yds.	\$9.75	Roll

Schedule C: Equipment		
Equipment Description:	Rate:	Unit:
Air Mover/ Scrubbers		
Air Mover - Axial	\$44.00	Each/Day
Air Mover - Carpet	\$30.00	Each/Day
Air Scrubber - 2000 cfm	\$175.00	Each/Day
Air Scrubber - 1000 cfm	\$140.00	Each/Day
Air Scrubber - 700 cfm	\$120.00	Each/Day
Air Scrubber - 500 cfm	\$95.00	Each/Day
Blast/Power Wash Units		
Electrostatic Sprayer	\$125.00	Each/Day
Fogger/ULV Sprayer	\$60.00	Each/Day
Fogger/Thermal	\$140.00	Each/Day
Media Blasting Machine	\$475.00	Each/Day
Pressure Washer - Hot	\$180.00	Each/Day
Cleaning/Vacuum Extraction		
Insulation Removal Vacuum	\$357.50	Each/Day
Orbital Floor Machine	\$48.75	Each/Day
Portable Carpet Machine	\$357.50	Each/Day
Portable Extractor	\$235.00	Each/Day
Portable Fuel Cells	\$65.00	Each/Day
Pump - Sump (Gas)	\$175.00	Each/Day
Pump - Trash (2" to 4")	\$150.00	Each/Day
Truck Mount Carpet/Extraction Machine	\$522.50	Each/Day
Rover Extraction Unit	\$220.00	Each/Day
Ultrasonic Cleaning Machine	\$412.50	Each/Day
Vacuum - Upright Vacuum Cleaner	\$29.00	Each/Day
Vacuum - Back Pack, or Canister HEPA	\$115.00	Each/Day
Vacuum - Wet/Dry	\$55.00	Each/Day
Drying Equipment		
LGR Dehumidifier - Commercial (100 and over PPD)	\$150.00	Each/Day
LGR Dehumidifier - Commercial (under 100 PPD)	\$125.00	Each/Day
Desiccant -to 1000 cfm	\$525.00	Each/Day
Desiccant - 2,000/2250 cfm	750.00	Each/Day
Desiccant - 3,500 cfm	\$1,225.00	Each/Day
Desiccant - 5,000 - 6,000 cfm	\$1,625.00	Each/Day
Desiccant - 10,000 / 12,000cfm	\$2,775.00	Each/Day
Desiccant - 15,000 cfm	\$4,450.00	Each/Day
5000 cfm Desiccant Package Unit (**)	\$2,860.00	Each/Day
Desiccant Door Kit - Total/one time charge	\$325.00	Per Opening
Dry Force Injectidry (Wall Cavity)	\$150.00	Each/Day
DX Unit - 5 Ton	\$675.00	Each/Day
DX Unit - 20/30 Ton	\$1,495.00	Each/Day
DX Unit - 60 / 70 Ton	\$2,450.00	Each/Day
Flex Duct	\$47.00	Each/Day
Indirect Fire Temporary Heat: 150k-300k BTU	\$950.00	Each/Day
Indirect Fire Temporary Heat: 300k-450k BTU	\$1,375.00	Each/Day
Indirect Fire 51k – 150k BTU	\$525.00	Each/Day
Under 50k BTU (Electric)	\$225.00	Each/Day

Schedule C: Equipment		
Equipment Description:	Rate:	Unit:
HVAC		
HVAC Cleaning Package (**)	\$616.00	Each/Day
Video Inspection	\$300.00	Each/Day
Odor Control		
Airless Sprayer	\$125.00	Each/Day
Hydroxyl	\$235.00	Each/Day
Ozone Generator - Activated Oxygen	\$142.00	Each/Day
Steam Hero Vapor Shark	\$95.00	Each/Day
Power		
Cable - 50- 100 ft.	\$38.50	Each/Day
Cable Ramps	\$17.55	Each/Day
Air Compressor	\$45.00	Each/Day
Generator Portable	\$175.00	Each/Day
Generator Cable - 5 Band	\$84.50	Each/Day
Generator -20kW	\$565.00	Each/Day
Generator - 50kW	\$797.50	Each/Day
Generator - 150kW	\$1,100.00	Each/Day
Generator - 200kW	\$1,300.00	Each/Day
Generator - 300kW	\$1,750.00	Each/Day
Generator - 500kW	\$2,700.00	Each/Day
Generator - 1,000kW	\$5,670.00	Each/Day
Splitter Panel -400 Amp	\$275.00	Each/Day
Power Distribution, 100-200 Amp	\$150.00	Each/Day
800 Amp I- Line Panel	\$390.00	Each/Day
Spider Box	\$90.00	Each/Day
Safety and Site Services		
DocuSketch™ or Matterport™ Imaging Cameras	\$300.00	Per Project
Demo Carts	\$25.00	Each/Day
Floor Scraper - Electric	\$125.00	Each/Day
Lighting - 100' String Lights	\$30.00	Each/Day
Lighting - Demo Lights	\$25.00	Each/Day
Lighting - Tower Mobile	\$189.00	Each/Day
Lighting - Wobbles	\$57.00	Each/Day
Lock-Out/Tag-Out Kit	\$25.00	Each/Day
Personal Fall Protection (With Lanyard)	\$12.00	Each/Day
Scaffolding, Bakers (Per Section)	\$45.00	Each/Day
Trailers/Vehicles		
Golf Cart/Gator	\$75.00	Each/Day
Vehicle - Auto/Pick-up	\$120.00	Each/Day
Vehicle - Box Truck	\$195.00	Each/Day
Vehicle - Cargo/Passenger Van	\$145.00	Each/Day
Vehicle - Mobile Command Center	\$550.00	Each/Day
Vehicle - Onsite Recovery Trailer (53')	\$300.00	Each/Day
Vehicle - Semi-Tractor	\$375.00	Each/Day
Vehicle - Trailer/ Flatbed	\$140.00	Each/Day

Schedule C: Equipment			
Small Tools (See page 9)			
Adjustable Wrenches/Pliers	Extension Cords	Mobile Office Equipment (Laptops, Monitors, Printers, Scanners, Tablets, etc.)	Smocks, Vests and T-Shirts
Bar - Flat Pry	Fire Extinguishers		Spray Bottles/Triggers
Barrel Pumps	First Aid Kits		Squeegees
Blades (Replacements)	Flash Lights	Moisture Meters	Staple Guns
Bolt Cutters	Fuel Cans	Mop Buckets, Handles and Wringers	Tables
Brooms	Funnels	O2 Meters	Tape Gun
Brushes (All types)	Gang Boxes	Pallet Jacks (All types)	Thermo Imaging /Hygrometer
Buckets (All types)	Generator Aux. Adapter	Power Hand Tools	Tool Box
Bulbs (Replacements)	GFI Scraper	Pump Sprayers (All types)	Tool Kit (Mechanical)
Cell Phones	Hammers	Putty Knife	Trash Barrel
Chains/Locks	Hand Sanitizer	Repair Kit - Hose, Airless, Electric	Two Way or Portable Radios, Communication Devices
Chain Saws	Hog Rings	Rope 50" (Nylon, Hemp)	
Chairs	Ice Chests	Roto Zips	Unger Poles
Chalk/Chalk Line	Inventory Tags	Sanders	Utility Knives
Demo Tools	Step Ladders (All sizes)	Saws (All types)	Wheelbarrows
Dolly/Hand Truck	Laundry cost for reuse of rags will be paid at cost plus 10%.	Screw Drivers	
Drills/Drill Bit Set		Scrapers -Shovels	
Electric Heaters < 15kw		Shoe Covers	

Labor Conditions:

Labor Classifications and Rates – listed on Page 1 apply to personnel engaged to provide services. Whether regular full-time employees of SERVPRO franchisees, temporary labor engaged directly by SERVPRO franchises or personnel secured through a labor service or vendor source. We reserve the right to revise any of the rates herein upon written notice when the project is affected by market conditions beyond our control and/or availability, during large national and region-wide extraordinary events, as declared by Servpro Industries. These include, but are not limited to: epidemics, pandemics, storms, catastrophes, hurricanes, floods, earthquakes, wildfires and tornadoes.

Standard Rates – the rates on Page 1 are “standard rates” and apply during first eight (8) hours worked. All jobs performed during normal business hours may not charge an Emergency Service Fee; however, a one-time Emergency Service Fee will be charged for any initial emergency services started outside of normal business hours. Normal business hours are defined as Monday through Friday 8:00 AM to 5:00 PM. Donning and doffing PPE and any necessary personnel decontamination will be charged at the actual time.

Overtime Rates – will be billed for all labor classifications at the rate of 1.5 times the standard rate per hour after eight (8) hours per day or forty (40) hours per week, worked on the same project in accordance with all state labor laws in the state where the work is being performed. Hours worked by personnel on the following holidays will be charged at 2 times the standard rate: New Year’s Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day. If a state or local authority imposes more stringent overtime requirements, including holidays, those will apply. Other than performing Emergency Services, overtime must have client approval.

Mobilization/Travel – time for all personnel including, without limitation, managers, crew, labor subcontractors and other subcontractors will be billed portal to portal (office/warehouse to job site and return) at the rates set forth above. With a strong nationwide network, we will attempt to mobilize qualified personnel and equipment as near to the loss site as we can. Client is also responsible for the mobilization and return costs of vehicles, equipment and trailers over 75 miles one way.

Stand-by – When circumstances beyond our control require personnel and/or equipment to be delayed from beginning or continuing work, the rates herein per hour will be charged for personnel and equipment, with a minimum of 6 hours for personnel, and all labor associated fees will apply.

Prime Area Labor Rates – will be applied to projects within 25 miles from the center of the following areas: Boston, Chicago, Denver, Minneapolis, New York City, Washington, D.C. and within the entire states of Alaska, California, Hawaii, Oregon, Washington and all U.S. Territories. Prime Area Labor Rates may also apply when the governor of any of the 50 states has declared a state of emergency. These include, but are not limited to: epidemics, pandemics, storms, catastrophes, hurricanes, floods, earthquakes, wildfires and tornadoes, where labor availability is compromised and/or due to market conditions beyond our control. In the event where the above Prime Area Labor Rates are applied outside of the areas listed above the client must approve prior to. The above Prime Area Labor Rates will apply outside of the areas listed above only upon the client’s prior approval.

Prevailing, Union, State and Government Wages – Labor which is subject to prevailing wage, unionized labor, state and government or any other extraordinary local labor conditions. In such events, Labor will be charged at presented certified payroll invoice plus 30%.

Small Tools Charge – of 3% applies to all labor of Restoration Tech and below that are assigned to the project full time and includes all listed items under Small Tools above.

Subcontracted General Labor – includes outside labor services provided as needed for the scope of the project: will be charged at the current rates on Schedule A of this T&M Pricing; plus all other applicable labor billable items including, but not limited to, per diem, small tools, vehicles, mileage, lodging, as set forth herein and as applicable to the project.

Specialty and Licensed Trades – include but are not limited to electrical, plumbing, mechanical, roofers, engineers, architects, and other specialty trades, and will be charged at presented invoice plus 10% overhead and 10% profit.

Restoration Services Labor Descriptions:

Project Coordinator – coordinates activities and assignments of designated projects to ensure that goals and objectives specified for the projects are accomplished. **Job Responsibility Examples:** Ensure proper reporting (CLLD); Review Project Burn Reports; Review status of jobs in progress; inspect all projects in progress; assist with project scope and estimate as necessary; meet with Adjuster/Consultant/Insured to review progress and provide dispute resolution and job site inspections and all appropriate permits are in place, if applicable.

Sr. Project Manager – for extremely large projects requiring multiple Project Managers, a Senior Project Manager draws communication responsibilities with the materially interested parties away from the PMs, so they can better focus on task completion and documentation of their assigned project. **Job Responsibility Examples:** Job site inspection; prepare daily work orders; morning meeting with PM's; oversee morning line-up; meeting with Project Clerical Administrator to review previous days paperwork and ensure insurance company receives proper documentation; meeting with Insured/Adjuster/Consultant to review progress; troubleshoot issues as necessary; complete daily checklist and job diary; review end of shift paperwork with APM for accuracy; daily meeting with PC; and ensures daily reporting to all stakeholders.

Project Manager – directs all operations of a designated project and provides the primary single point of contact for all materially interested parties. The PM is accountable for the project's execution and completion. **Job Responsibility Examples:** Jobsite inspection; prepare Daily Work Orders; morning meeting with APM, HSO & RC; oversee morning line-up; meet with Project Clerical Administrator to review previous day's paperwork and ensure insurance company receives proper documentation; meet with Insured/Adjuster/Consultant to review progress; troubleshoot issues as necessary; complete Daily Checklist and Job Diary; review end-of-shift paperwork with APM for accuracy; daily meeting with PC and ensures daily reporting to all stakeholders.

Health & Safety Officer – identifies, evaluates, and implements policy and procedures that affect health and safety aspects for all personnel on the jobsite. **Job Responsibility Examples:** Morning meeting with PM; morning Safety Meeting at line-up; continuous site inspections for safety infractions; ensure all safety boards are in place and satisfy all SERVPRO standards; incident reports as necessary; OSHA inspections as necessary; job site safety training, as necessary.

Remediation Supervisor – Has developed expertise through project experience and supervises the General Laborers (GL) to maintain quality production but does not participate in the physical completion of tasks, other than training and coaching the General Laborers performing the work.

Desiccant & Technical Specialist – handles specific specialty restoration services or tasks, such as, but not limited to: thermal imaging, 3D geospatial scans of a structure, ensures proper setup of all large and small format equipment, maintains drying zones and/or chambers, and is a technical advisor in specialty restoration services.

Assistant Project Manager – executes the production plan (based on work orders and the direction of the Project Manager) by coordinating Restoration Supervisors (RS) and labor while assuring safety compliance and quality of production. **Job Responsibility Examples:** Job site inspection with PM; morning meeting with Restoration Supervisors; issue Daily Work Orders; morning line-up; on-going quality inspections; end-of-shift meeting with Restoration Supervisors; collect daily paperwork and review for accuracy; review end-of-shift paperwork with PM.

Restoration Services Labor Descriptions:

Restoration Supervisor – Has developed expertise through project experience and supervises all labor classifications to ensure quality production but does not participate in the physical completion of tasks, other than training and coaching the those performing the work.

Content Inventory Supervisor – is responsible for tracking and documenting all aspects of the contents handling and processing on a project. This supervisor will manage teams within the structure/project and audit documentation and reports and provide them on a daily basis for the project file.

Remediation Technician – performs skilled production tasks and has training to work in specialized environments which may require additional PPE, safety gear, and communication techniques.

CDL Driver – is responsible for transportation involving vehicles that require CDL license.

Restoration Technician – performs skilled restoration tasks.

Resource Coordinator/Supply Supervisor – identifies, negotiates and secures needed resources including labor, equipment, and subcontractors. **Job Responsibility Examples:** Morning meeting with PM; purchase subcontractor services as requested by PM; issue purchase orders as requested by PM; oversee subcontractor services; general site services oversight; evening meeting to review daily paperwork with PM.

Skilled Labor – has developed expertise through project experience such as boarding up structures, the building temporary walls, erecting containment, and making precision cuts to building materials. This may also include the operation of specialty equipment (i.e. power tools, forklifts, and specialty restoration equipment) and work performed at high risk or height and providing specialized content packing and handling.

Project Clerical Administrator – collects, compiles and validates all documentation and financial information for the project. **Job Responsibility Examples:** attending the morning meeting with PM to review previous day's paperwork; data entry for all paperwork into Time and Materials Management (T&M) Software; reconcile invoices to tickets.

General Labor – perform labor tasks and are capable of using basic hand tools.

Management Fee – In the event that the City of Raymore elects to assign out-of-work employees to participate in services performed by SERVPRO, the parties agree to engage in good faith discussions at that time regarding the application of a 10% overhead and 10% profit structure.

Project Consultant/Estimator – may be billed at the request or the invitation of a customer/client to provide consulting services, including detailed estimates on third party projects.

Consumables Conditions:
Client will be notified of non-scheduled consumables needed for the project, which will be charged at presented invoice plus 10% overhead and 10% profit.
We may add additional consumables, materials and corresponding rates to this schedule as needed for individual projects upon written notice which will be charged at presented Invoice plus 10% overhead and 10 % profit.
Equipment Conditions:
Daily Rate – is charged for each calendar day equipment is utilized on a project, whether partial or full day.
Quick Pay Discount – full payment made within 45 days of invoice applies as follows to Schedule C. • Weekly rate of the first 5 consecutive days of the same week (no charge for last 2 days), and • Monthly rate of 3 consecutive weeks (21 Days) of a monthly period (no charge for the fourth/last week).
Vendors – for on-site services, such as fencing, porta johns, dumpsters and office trailers will be charged at presented invoice plus 10% overhead and 10% profit.
Generators – will have a minimum charge of 1 daily rate plus all costs incurred if power is restored upon or prior to arrival, or client cancels generator order. Servpro franchisee makes no guarantee on timelines for generator availability during a catastrophic event or other circumstances beyond our control.
Fuel – scheduled prices do not include fuel or fuel delivery, which will be charged at presented invoice plus 10% overhead and 10% profit.
Ordered, Purchased and Unscheduled (additional) Equipment – Client will be notified of any additional unscheduled equipment needed for the project and rented from third parties or purchased, which will be charged at presented invoice plus 10% overhead and 10% profit, with minimum of 1 day rental, plus any related charges including, without limitation, transportation and fuel as set forth herein.
Equipment Transportation – will be billed for delivery to project site and return by 3rd party vendors at presented invoice plus 10% overhead and 10% profit. Transportation provided by Servpro franchisee staff will be invoiced at scheduled rates herein.
**Desiccant Package Unit – 5k Desiccant, 150kW Generator, Fuel Cell, Trailer, Distro Panel, Flex Duct/1 set, Power Cables/1 set.
**HVAC Cleaning Package – Negative Air Machine, Compressor, Portable Cleaner, and WIP Kit.
CAT - 3% Off-Site Logistical/Mobilization Support – services include, without limitation, off-site management, mobilization of project office, communication support, specialty office equipment/supplies, technicians, administrative support staff, other costs of project support and administrative allowances that support field operations before and after the project start/completion date, which will be billed at 3% of the total charges incurred on the first seven (7) days of the project, excluding reimbursables expenses, subcontractor invoices and third party vendor invoices. To be charged during emergencies declared by national, state, local, or other authorities. These include, but are not limited to: epidemics, pandemics, storms, catastrophes, hurricanes, floods, earthquakes, wildfires and tornadoes. Written approval from the client and Servpro Industries Commercial Large Loss Division is required.

General Conditions:	
Mobilization/Travel – for projects located over 100 miles one way will be charged to project as follows: Hotel at presented invoice; per diem at \$60 per person per day; rented vehicles at presented invoice; SERVPRO charges this daily rate whether the per diem is paid directly to the person. Airfare at presented invoice; Transportation for equipment and materials utilized for the benefit of the project at presented invoice; Meals for general labor at actual cost. 10% overhead and 10% profit will be added to the previously listed expenses.	
Taxes – the rates herein are exclusive of federal, state and local sales, use or similar taxes, which will be separately itemized in the invoice and paid by Client.	
Permits – the rates herein do not include permit costs and fees, which will be billed with 10% overhead and 10% profit added.	
Bonding – may be applicable upon mutual agreement and will be invoiced at 5% of project.	
Scope – Upon arrival on site, SERVPRO franchisee will assess the loss and begin Emergency Services, which are those needed, recommended, and approved to stabilize the environment/property, remove materials that are deemed to pose a safety hazard, and/or help prevent secondary damages. As soon as practicable after the property is stabilized, usually within 72 hours, Service Provider shall provide for Client approval a written scope of needed work and preliminary estimate, also known as a rough order of magnitude (ROM). This preliminary estimate and scope will list work needed, areas to mitigate and restore, workers, equipment, timeline, and preliminary price. The scope and price are subject to revision upon Client approval due to circumstances unforeseen at the time of the preliminary estimate, such as hidden damage that is discovered during demolition and removal of damaged building components. After the initial estimate/rough order of magnitude (ROM), Service Providers will provide daily field reports containing current status, action required, photos, estimates, Time and Materials summary of charges, change orders, moisture maps, drying reports and other applicable job updates.	
Payment: Invoices are due and payable upon receipt and will be deemed late 30 days after receipt. Servpro franchisees reserve the right to require progress payments for large losses, and construction services. If there are any disputed charges on any invoices, these must be clearly identified in writing within 30 days of receipt of invoice; provided, however, that any amounts not disputed in good faith must be paid within 30 days of receipt of invoice. Both parties shall use best efforts to resolve any such disputed amounts within 30 days after written notice. Interest charges will begin to accrue after 30 days of receipt of invoice for undisputed amounts and 90 days for such disputed amounts at the rate of 1% per month or the maximum amount allowed by law, whichever is lower.	
Date:	
Client's Signature:	Provider's Signature:
Client Printed Name:	Franchise Legal Name:
Project Address:	d/b/a SERVPRO® of:
City, State and Zip:	
<i>Provider is an independently owned and operated SERVPRO franchise.</i>	



NOTICE OF PARTICIPATION – COOPERATIVE CONTRACT

SERVPRO of Lee's Summit
SERVPRO of Raytown/East Kansas City
SERVPRO of Leawood / Overland Park
SERVPRO of Harrisonville / Belton / Raymore

1001 Hunters Ridge
Lee's Summit, MO 64086

RE: _____ participation in Cooperative/Contract for Disaster Recovery
Services Originating Entity: Metropolitan Community College Originating RFP #24-7620

This notice recognizes that _____ will be a participant in the above referenced Contract/Agreement as directed by the Mid-America Council of Public Purchasing (MACPP), or Mid-America Regional Council (MARC), Greater Kansas City Joint Purchasing Cooperative and/or located in the greater Kansas City metropolitan trade area. All terms, conditions and pricing of the originating MCC RFP #24-7620 will apply to purchases and/or utilization of said RFP.

Entity:

Type or Print Name Legibly

Authorized Signature

Title

Date

Servpro

Gerald Thomas
Type or Print Name Legibly

[Signature]
Authorized Signature

Director of Sales
Title

5-26-2026
Date

RESOLUTION

WHEREAS, the Board of Trustees has heretofore approved that the administration enter into agreements with businesses under which The Junior College District of Metropolitan Kansas City, Missouri will receive certain goods and/or services;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees that the agreement listed below is hereby approved:

Amount	Description	Vendor(s)	Location	Fund Source
\$300,000.00	Commercial Property Damage, Cleanup, Repair and Restoration Services	Belfor USA Group, Inc. SERVPRO of Lee's Summit / Raytown/ East Kansas City	District	General

BE IT FINALLY RESOLVED, that the proper officials of the Board and District be and are hereby authorized to execute said agreement for and on behalf of The Junior College District of Metropolitan Kansas City, Missouri, and that such agreement shall be incorporated by reference to this resolution and made a part of the file of the District.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 5/11/2026

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks and Recreation

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - Outdoor Video Display Signs (pg 48)

STRATEGIC PLAN GOAL / STRATEGY

Goal 2.1 Communicate with residents in a way that is intentional and purposeful

FINANCIAL IMPACT

Award To:	Heartland Sign and Lighting
Amount of Request/Contract:	\$137,628.00
Amount Budgeted:	\$160,000.00
Funding Source/Account:	04-00-8480-0000

PROJECT TIMELINE

Estimated Start Date
6/9/2026

Estimated End Date

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks and Recreation Board
Date:	04-28-2026
Action/Vote:	7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 4033
2. Contract
3. Heartland Sign Proposal

BACKGROUND / JUSTIFICATION

The City Council designated funding for two digital video signs to be placed at the entrances of Recreation Park and Hawk Ridge Park. In January, staff publicly advertised bids for installation of the two signs. Heartland Sign and Lighting was the lowest and most

responsive bid of the three received.

The Recreation Park sign will replace the monument sign near the South Madison Street roundabout. The Hawk Ridge Park sign will be included in the construction phase of the new plaza area on Sunset Lane.

BILL 4033

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING A CONTRACT WITH HEARTLAND SIGN AND LIGHTING IN THE TOTAL AMOUNT OF \$137,628.00 FOR THE INSTALLATION OF OUTDOOR VIDEO DISPLAY SIGNS AT RECREATION PARK AND HAWK RIDGE PARK."

WHEREAS, the Parks and Recreation Board has approved the installation of an outdoor video display sign at Recreation Park and at Hawk Ridge Park; and,

WHEREAS, City staff advertised and received bids for the outdoor video display signs at Recreation Park and Hawk Ridge Park; and,

WHEREAS, City staff reviewed the proposals and found that Heartland Sign and Lighting 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 11TH DAY OF MAY, 2026.

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 8TH DAY OF JUNE, 2026, BY THE FOLLOWING VOTE:**

Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember McDonald
Councilmember Roe

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

**Outdoor Digital Display Monument Signs
Hawk Ridge Park and Recreation Park**

This Contract for two Outdoor Video Display Signs, one at Recreation Park and one at Hawk Ridge Park, hereafter referred to as the **Contract** is made this 8th day of June, 2026, between Heartland Sign and Lighting, an entity organized and existing under the laws of the State of Kansas, with its principal office located at 14301 W 96th Terrace, Lenexa, Kansas 66215, 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 June 8, 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 26-472-701 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 for Recreation Park signage shall take a maximum of 120 calendar days. Hawk Ridge Park will be coordinated with future construction of Hawk Ridge Park Plaza Project. 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 \$137,628.00.

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

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

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

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

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized

by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

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

Heartland Sign and Lighting



Title: _____
PRESIDENT

Attest: _____

(SEAL)

APPENDIX A

SCOPE OF SERVICES AND SPECIAL PROVISIONS

Outdoor Digital Display Monument Signs Hawk Ridge Park and Recreation Park

OPPORTUNITY

The City of Raymore is seeking a qualified firm to install two outdoor video display signs at the following locations:

- A. Recreation Park
- B. Hawk Ridge Park

The selected firm will assist City Staff in a design build digital monument sign based on the following scope of work.

RECREATION PARK - EXISTING CONDITION

The new digital sign will be in the northeast area of the roundabout on South Madison at the entrance to Recreation Park. The sign will replace the old marquee sign (shown below).



Anticipated Scope

1. Current Sign will be removed by park staff
2. Contractor will:
 - A. confirm monument location with Raymore representative
 - B. mark utilities prior to digging or trenching
 - C. pull power from the facility, conduit is stubbed at the outside of the building connecting to the interior electric panel
 - D. perform the scope as detailed in the following specifications and details below
 - E. provide and install signage based on included rendering and engineering

City of Raymore Recreation Park – Cirrus Systems 6mm Digital Monument Sign Specification

1. General Description

This specification outlines the fabrication and installation requirements for a Cirrus Systems digital monument sign replacing existing signage at Raymore Recreation Park. The monument shall include a masonry base and decorative topper, housing a single-sided Cirrus Systems 4' x 8' full-color digital message center (EMC) with an effective viewing area of 32 square feet.

2. Digital Display System

- Manufacturer: Cirrus Systems, Inc.
- Model: Cirrus Systems 6mm Outdoor LED Display
- Configuration: Single-sided, full-color RGB LED display
- Display Dimensions: 48"H x 96"W (4' x 8')
- Pixel Pitch: 6mm
- Viewing Area: 32 sq. ft.
- Brightness: $\geq 7,500$ nits with automatic light sensor control
- Cabinet Construction: Aluminum, weather-sealed and powder-coated for corrosion resistance
- Ingress Protection: IP65-rated or higher
- Operating Temperature Range: -40°F to +120°F
- Certifications: UL 48, FCC Class A, ETL Listed

3. Software and Control

- Cirrus Systems ScreenHub™ cloud-based content management system.
- Remote scheduling, content creation, and live preview.
- Supports multiple user roles and secure logins.
- Wi-Fi, Ethernet, and optional LTE cellular connectivity.

- Real-time performance monitoring and pixel error detection.

4. Power and Electrical

- Power Input: 120/240V single-phase
- Power Consumption: Approx. **14.2A** at 120V (max load)
- Internal surge protection and external code-compliant disconnect switch required.
- Automatic brightness adjustment via photo sensor for day/night operation.

4A. Primary Power Feed

Power Source:

- Provide new primary electrical service from the Recreation Activity Center (RAC) electrical panel to the digital monument sign location.

Circuit Requirements:

- The Cirrus Systems display requires one (1) dedicated 20-amp circuit.
- Voltage: 120V, 208V, or 240V single-phase (select based on site conditions).
- Average power consumption: 562.84 watts
- Maximum power consumption: 1,705.6 watts

Conduit and Wiring:

- Install 1" PVC Schedule 40 conduit underground from the RAC electrical panel to the sign foundation, with a sweep elbow at each end.
- Conductors shall be #10 THWN copper or sized per NEC for the voltage drop and load.
- Include a separate equipment grounding conductor.
- All trenching, backfill, and restoration to be included.

Connection and Termination:

- Terminate conduit and conductors in a weatherproof junction box or disconnect switch at the sign foundation.
- Final power connection to the sign's internal disconnect and controller shall be performed by a licensed electrician.
- Provide labeling at the RAC panel identifying the new circuit as "Digital Monument Sign."

Inspection:

- Electrical installation must comply with NEC, local building codes, and City of Raymore inspection requirements.

- Submit inspection approval prior to system commissioning.

5. Structural and Architectural Integration

Masonry Construction:

- Veneer Material: Split-face concrete block stone veneer, color and texture to match the approved rendering and adjacent site masonry. Acceptable manufacturer: Anchor Diamond, Versa-Lok, or approved equal.
- Mortar: Type S mortar mix meeting ASTM C270, color to match veneer.
- Core Block: 8" CMU structural core with vertical and horizontal reinforcement per engineered drawings.
- Cap: Precast concrete or cast stone cap with drip edge, color coordinated with veneer.
- Grouting: Fully grouted cells with #4 vertical rebar at 24" O.C. minimum, tied to the foundation reinforcing steel.
- Foundation: Concrete footing per structural drawings and local building code. Minimum 3,000 PSI concrete with reinforcing as specified.
- Sealant: All joints and control joints sealed with compatible elastomeric sealant.
- Finish: Clean masonry after installation using manufacturer's recommended cleaner; do not use acid-based products.

EMC cabinet structurally integrated into a masonry base per approved design and engineering:

- Aluminum cabinet mounting frame with integrated side supports.
- Topper cabinet: 24"H × 96"W, single-sided aluminum with internal illumination and push-through acrylic graphics.
- Finish: Powder-coated aluminum matched to City branding.

6. Foundation and Installation

- Provide and install new concrete foundation per stamped engineering drawings.
- Include excavation, anchor bolt installation, and backfill.
- Coordinate electrical stub-up and power connection with City electrician.
- Perform system alignment, testing, and full operation verification.
- Conduct on-site user training upon completion.

7. Communication Options

- Standard: Wi-Fi / Ethernet

- 5-year LTE cellular modem (Verizon or AT&T compatible)
- Supports remote diagnostics and monitoring via ScreenHub™ platform.

8. Warranty and Service

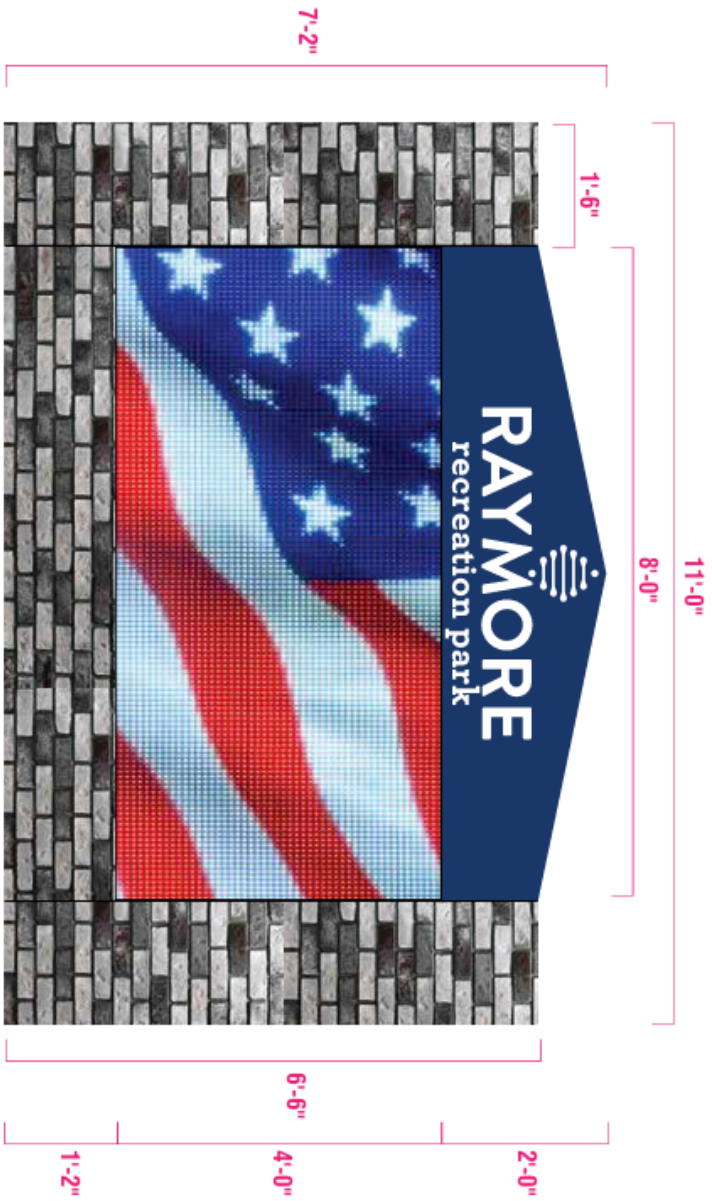
- Cirrus Complete Display Warranty: 5 years parts and labor
- Software License: Lifetime access to ScreenHub™
- Support: 24/7 remote diagnostics and technical support
- Training: Online factory training Included for City personnel

9. Deliverables

- Fully operational Cirrus Systems SS 6mm 4' × 8' EMC monument sign installed at designated site.
- Completed warranty registration and documentation.
- System training and maintenance manual provided.
- Final as-built documentation submitted to City.

10. Exclusions

- Rock excavation or groundwater removal.
- Landscaping and irrigation restoration.



Date:	11-25-25	City, State:	Raymore, MO	SHEET:	1 OF 2
Client:		Overall Height:	7'-2"	Sean M. McFarland, P.E.	
Sign:	City of Raymore	Wind Speed	115 mph	McFarland Engineering	

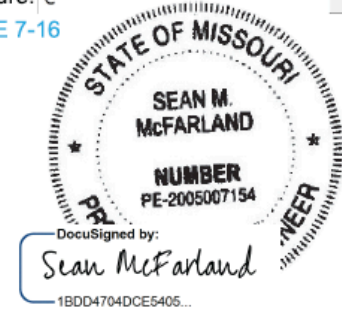
Sign Description	100 Municipal Dr	Table of Contents
ME Job:	72972 A	Content:
		Page
		Design Loads. 1
		Support Design. 1-2
ULTIMATE LOADS		
Sign Size: 7'-2" x 11'-0"		

Structural Variables and Code Loading Specifications

Cabinet Type:	Miscellaneous	Code:	2018 IBC
Structural Section:	8" CMU Wall	Wind Speed:	115
Number of Zones:	2	Wind Exposure:	C
		ASCE 7-16	

Sign Sections:

Zone	Cabinet Wt. Per Sq. Ft.	Transition (Y or N)
1	30	50.0 #/FT
2	45	50.0 #/FT y



Geometry of Sign:

Zone	Top Elevation	Height	(Average Width) Width	Pressure	Force	Approx. Weight
1	7.17 FT	0.67 FT	4.40 FT	30.81 PSF	0.09 K	122 #
2	6.50 FT	6.50 FT	11.00 FT	29.85 PSF	2.13 K	3,543 #
Total Wind Force =					2.23 K	3,664 #

Moments at Transitions:

Zone	Lateral Force	2 Mom. Arm
1	0.09 K	6.84 FT
2	2.13 K	3.25 FT
		7.56 K-FT

Section Modulus Req'd: 453.5 IN³ (S > M/Fb > 7558*12/200 = 453, Sxx Provided = 465) OK

Structural Sections to be used:

Zone	Option
	8" CMU with (2) #5's Vertical @ 8" O.C. (27" Lap Splices Where Required) (Columns, 2 Courses)
	8" CMU with (1) #5's Vertical @ 8" O.C. (27" Lap Splices Where Required) (Center Base)
	EMB Cabinet Bolted to CMU with Tapcons Spaced Evenly. Use: Total (20) 3/8" Dia. Tapcons 2" Embed. into Solid Grouted CMU, (6) Connectors for Left & Right / (8) Connectors for Bottom).

Date:	11-25-25	City, State:	Raymore, MO	SHEET: 2 OF 2
Client:		Overall Height:	7'-2"	Sean M. McFarland, P.E.
Sign:	City of Raymore	Wind Speed	115 mph	McFarland Engineering

100 Municipal Dr

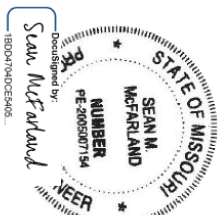
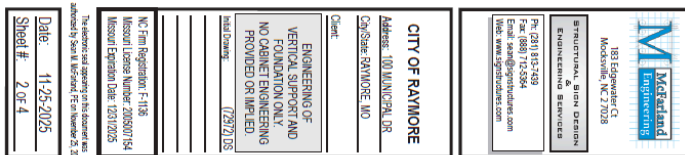
ME Job: 72972 A

SPREAD FOOTING DESIGN

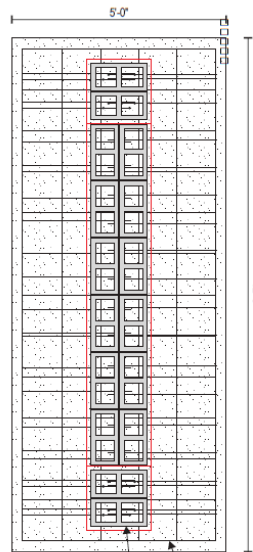
One Spread Footing

Loads:		P(DL) =	3,664 #	
		P(LL) =	0 #	
		M(WL) =	7,558 FT-#	
Footing:	CONCRETE	WIDTH =	12.00 FT	
		LENGTH =	5.00 FT	
		DEPTH =	3.00 FT	(FROST LINE CRITERIA)
		WEIGHT =	27,000 LBS	
		SURCHARGE PEDESTAL =	12.00 FT X	
			5.00 FT X	
			0.00 FT	(Zero Soil Surcharge)
		WEIGHT =	0 LBS	
Overturning:		OTM =	7,558 FT-LBS	
		RM =	76,661 FT-LBS	
		FS =	10.143	>1.5 THEREFORE OK
Soil Pressure:		q(DL+LL) =	61.07 PSF	NET
		q(ALLOW) =	1500 PSF	OK
FOR DL+WL:				
		e=M/P =	0.25 FT	
		L/6 =	0.83 FT	(Resultant Within Middle 3rd)
		q(DL+WL) =	212.23 PSF	NET
		q(ALLOW)=	2000 PSF	OK
Reinforcing:		M(DL+LL)=	191 FT-LBS/FT	
	0.75 * M(DL+WL)=	133 FT-LBS/FT		DL+WL CONTROLS
	DL+LL CONTROLS			
	ASSUME: f _c =2500 PSI, F _y =40000 PSI (minimal)			
		d=	32.63 IN	
		As(REQ'D)=	0.00 IN^2	
		As(PROV.)=	0.44 IN^2	
	USE #6's AT 12" O.C. T&B, EACH WAY (2 MATS)			

— 913.642.SIGN —

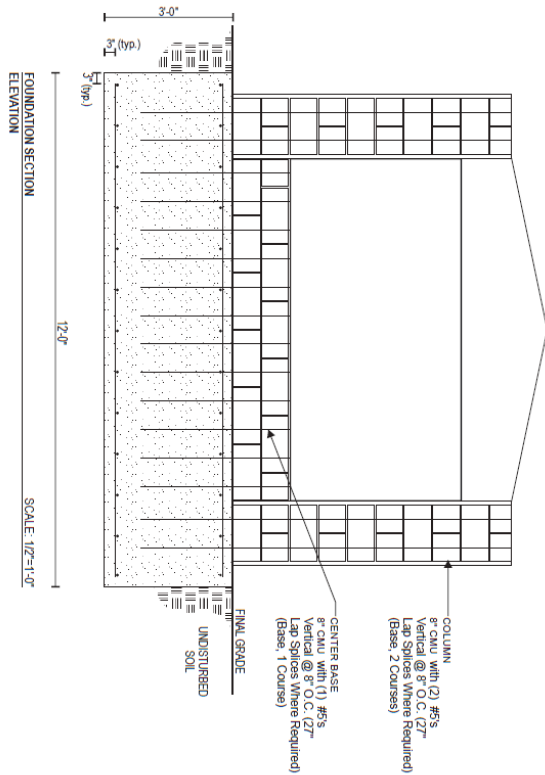


ME #: 72972



FOUNDATION PLAN VIEW

SCALE: 1/2"=1'-0"



FOUNDATION SECTION
ELEVATION

SCALE: 1/2"=1'-0"

If It Is Determined That The Actual Frost Depth Is Greater Than The Depth Of Any Footing Shown On This Document, Increase The Depth Of Such Footing(s) To 6" Below The Local Frostline Depth.

M McFarland
Engineering

183 Edgewater Ct
Mocksville, NC 27028

Ph: (281) 813-7409
Fax: (888) 712-5364
Email: sean@signstructures.com
Web: www.signstructures.com

**STRUCTURAL SIGN DESIGN
&
ENGINEERING SERVICES**

CITY OF RAYMORE Address: 100 MUNICIPAL DR CHICAGO, RAYMORE, MO		Client: ENGINEERING OF VERTICAL SUPPORT AND FOUNDATION ONLY NO CURB/RETAINING ENGINEERING PROVIDED OR IMPLIED
Date: 11/25/2025 Sheet # 3 of 4		Issued Drawings: (7/27/20)
The architect's seal appearing on this document was obtained by the architect in accordance with the provisions of the Missouri Architects' Seal Act of November 2, 1997.		
MO: Firm Registration: F-11163 Missouri License Number: 200007154 Missouri Expiration Date: 12/31/2025		



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HAWK RIDGE PARK

The City is scheduled to add a plaza area next to the parking lot in 2026. The plaza will include a pavilion, welcome area and digital video monument sign. The arrows in the following images indicate the location of the sign in proximity to the parking lot and future pavilion. The selected firm will work with City contractors to incorporate the sign into the construction of the Hawk Ridge Park plaza.





HAWK RIDGE PARK - EXISTING CONDITION

The new digital sign will be located at the entrance to Hawk Ridge Park located at 701 Sunset Lane.

Anticipated Scope

- 1) Primary Power for the sign will be provided adjacent to the monument location by the City.
- 2) Contractor will:
 - a. confirm monument location with City representative
 - b. mark utilities prior to digging or trenching
 - c. connect to power provided by others in a ground box adjacent to the new monument location.
 - d. perform the scope as detailed in the following specifications and details below
 - e. provide and install signage based on included rendering and engineering

City of Raymore Hawk Ridge Park – Cirrus Systems 6mm Digital Monument Sign Specification

1. General Description

This specification outlines the fabrication and installation requirements for a Cirrus Systems digital monument sign at the new Hawk Ridge Park in Raymore, Missouri. The monument shall be constructed using a structural CMU core and stone veneer per the engineering provided herein (stone veneer supplied by the City of Raymore). The monument sign will incorporate a pair of Cirrus Systems 4'x8' 6m outdoor LED displays with an effective viewing area of 32 square feet per side. The displays will be mounted back-to-back with sufficient airflow spacing to meet the manufacturer's requirements with metal mesh on the top, sides and bottom covering the space between the displays. The structure will include the architectural elements on each side of the veneer consistent with the approved rendering. This includes the vertical HAWK RIDGE identifier, address numbers, and FCO aluminum Hawk graphics.

2. Digital Display System

- Manufacturer: Cirrus Systems, Inc.
- Model: Cirrus Systems 6mm Outdoor LED Display
- Configuration: Double-sided, full-color RGB LED display
- Display Dimensions: 48"H × 96"W (4' × 8')
- Pixel Pitch: 6mm
- Viewing Area: 32 sq. ft. per side
- Brightness: ≥ 7,500 nits with automatic light sensor control
- Cabinet Construction: Aluminum, weather-sealed and powder-coated for corrosion resistance

- Ingress Protection: IP65-rated or higher
- Operating Temperature Range: -40°F to +120°F
- Certifications: UL 48, FCC Class A, ETL Listed

3. Software and Control

- Cirrus Systems ScreenHub™ cloud-based content management system.
- Remote scheduling, content creation, and live preview.
- Supports multiple user roles and secure logins.
- Wi-Fi, Ethernet, and optional LTE cellular connectivity.
- Real-time performance monitoring and pixel error detection.

4. Power and Electrical

- Power Input: 120/240V single-phase
- Power Consumption: 24 Amps total at 120V, 14.6 Amps at 240V (max load)
- Internal surge protection and external code-compliant disconnect switch required.
- Automatic brightness adjustment via photo sensor for day/night operation.

4A. Primary Power Feed

Power Source:

- Primary power provided by the City or their contractor within 10' of monument location.

Circuit Requirements:

- The Cirrus Systems display requires one (1) dedicated 20-amp circuit at 240V or (2) circuits at 120V.
- Voltage Compatibility: 120V, 208V, or 240V single-phase (select based on site conditions).
- Average power consumption: 562.84 watts per side (1,126 total)
- Maximum power consumption: 1,705.6 watts per side (3411.2 total)

Conduit and Wiring:

- Install 1" PVC Schedule 40 conduit sweep into the center of the monument foundation for connection to power provided by owner or others within 10' of the monument location.
- Conductors shall be #10 THWN copper or sized per NEC for the voltage drop and load.
- Include a separate equipment grounding conductor.
- All trenching, backfill, and restoration for power connection to be included.

Connection and Termination:

- Terminate conduit and conductors in a weatherproof junction box or disconnect switch at the sign foundation. No conduit shall be visible on the outside of the monument foundation.
- Final power connection to the sign's internal disconnect and controller shall be performed by a licensed electrician.
- Provide labeling at the Hawk Ridge electrical distribution panel identifying the new circuit as "Digital Monument Sign."

Inspection:

- Electrical installation must comply with NEC, local building codes, and City of Raymore inspection requirements.
- Submit inspection approval prior to system commissioning.

5. Structural and Architectural Integration

Foundation and Masonry Construction:

- Foundation: Concrete footing per structural drawings and local building code. Minimum 3,000 PSI concrete with reinforcing as specified.
- Veneer Material: To be provided by the City to match other structures.
- Mortar: Type S mortar mix meeting ASTM C270, color to match veneer.
- Core Block: 8" CMU structural core with vertical and horizontal reinforcement per engineered drawings.
- Cap: Precast concrete or cast stone cap with drip edge, color coordinated with veneer.
- Grouting: Fully grouted cells with #4 vertical rebar at 24" O.C. minimum, tied to the foundation reinforcing steel.
- Sealant: All joints and control joints sealed with compatible elastomeric sealant.
- Finish: Clean masonry after installation using manufacturer's recommended cleaner; do not use acid-based products.

EMC cabinet structurally integrated into a masonry base per approved design:

- Aluminum cabinet mounting frame with integrated side supports.
- Steel Mesh primed and painted black to cover top and side of message center to allow airflow and prevent bird and pest egress.
- Finish: Powder-coated aluminum matched to City branding.

6. Installation

- Coordinate electrical stub-up and power connection with City electrician.

- Perform system alignment, testing, and full operation verification.
- Conduct on-site user training upon completion.

7. Communication Options

- Standard: Wi-Fi / Ethernet
- 5-year LTE cellular modem (Verizon or AT&T compatible)
- Supports remote diagnostics and monitoring via ScreenHub™ platform.

8. Warranty and Service

- Cirrus Complete Display Warranty: 5 years parts and labor
- Software License: Lifetime access to ScreenHub™
- Support: 24/7 remote diagnostics and technical support
- Training: Online factory training Included for City personnel

9. Deliverables

- Fully operational Cirrus Systems DS 6mm 4' × 8' EMC monument sign installed at designated site on masonry structure.
- Completed warranty registration and documentation.
- System training and maintenance manual provided.
- Final as-built documentation submitted to City.

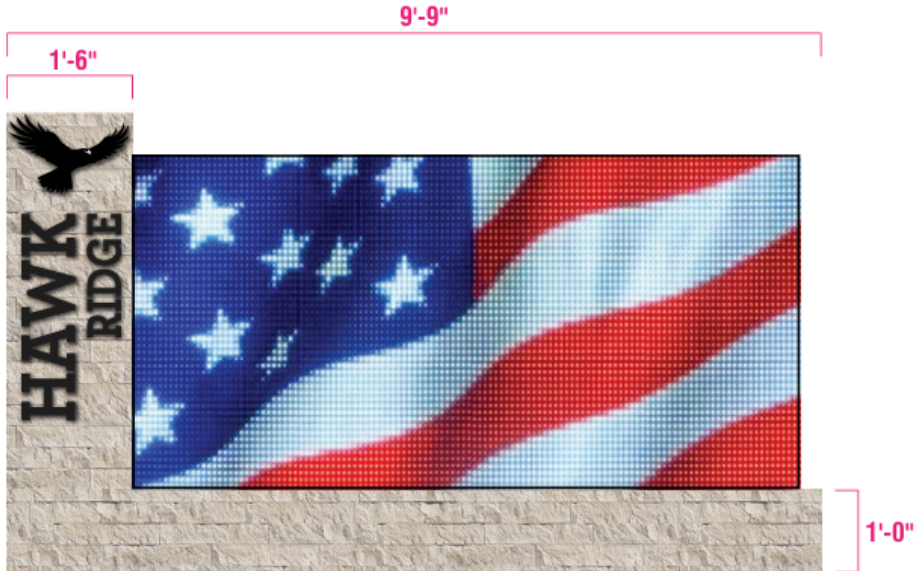
10. Exclusions

- Rock excavation or groundwater removal.
- Landscaping and irrigation restoration.

SIDE VIEW



FRONT/REAR VIEW



Date:	12-23-25	City, State:	Raymore, MO	SHEET:	1 OF 3
Client:		Overall Height:	5'-6"		Sean M. McFarland, P.E.
Sign:	Hawk Ridge	Wind Speed	115 mph		McFarland Engineering

Sign Description		701 Sunset Ln	Table of Contents	
# Columns:	2		Content:	Page
ME Job:	73030		Design Loads.	1
		ULTIMATE LOADS	Support Design.	1-2
Height:	5'-6"		General Notes	3
Width:	9'-9"			

Structural Variables and Code Loading Specifications

Cabinet Type:	Miscellaneous	Code:	2018 IBC
Structural Section:	Tube Steel - 46000psi	Wind Speed:	115
Number of Zones:	3	Wind Exposure:	C
		Wind Loads Per ASCE 7-16	

Sign Sections:

Zone	Cabinet Wt. Per Sq. Ft.	Weight	Transition (Y or N)
1	15	12.2 #/FT	
2	25	12.2 #/FT	
3	15	12.2 #/FT	y
4	0		
5	0		
6	0		
7	0		
8	0		



Geometry:

Zone	Top Elevation	Height	* Approx. Width Width	Pressure	Force	Approx. Weight
1	5.50 FT	0.50 FT	1.50 FT *	26.87 PSF	0.02 K	23 #
2	5.00 FT	4.00 FT	9.50 FT *	26.03 PSF	0.99 K	1,048 #
3	1.00 FT	1.00 FT	9.75 FT *	25.19 PSF	0.25 K	171 #

Total Wind Force = 1.25 K 1,242 #

Date:	12-23-25	City, State:	Raymore, MO	SHEET:	2 OF 3
Client:		Overall Height:	5'-6"	Sean M. McFarland, P.E.	
Sign:	Hawk Ridge	Wind Speed	115 mph	McFarland Engineering	

701 Sunset Ln

ME Job: 73030

Moments at Transitions:

Zone	Lateral Force	3 Mom. Arm
1	0.02 K	5.25 FT
2	0.99 K	3.00 FT
3	0.25 K	0.50 FT
3.20 K-FT		

Section Properties:	.63 IN^3	.00 IN^3	.00 IN^3	.00 IN^3	.00 IN^3	.00 IN^3
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Structural Sections to be used:

Zone	Option	Tubes Dim.	Wall t.	Weight	Sxx	d/t	Sxx Req'd
3	Tubes	4.00 IN	0.250 IN	12 #/FT	3.86 IN^3	16.00	0.63 IN^3
	Horizontal Tubes	4.00 IN	0.250 IN	12 #/FT	3.86 IN^3	16.00	

Structure Required

# Req'd	Size	Wall Thickness
2	4.00 IN	0.250 IN
2	4.00 IN	0.250 IN

Date: 12-23-25	City, State: Raymore, MO	SHEET: 3 OF 3
Client:	Overall Height: 5'-6"	Sean M. McFarland, P.E.
Sign: Hawk Ridge	Wind Speed 115 mph	McFarland Engineering

701 Sunset Ln

ME Job: 73030

Two Pier Footings

Pier Footing Design:

Select the footing and soil type:

$$d = A / 2 * (1 + (1 + (4.36 * h) / A)^{1/2})$$

$$\text{where } A = (2.34 * P) / (S1 * b)$$

Footing:	Round	▼
Vert. Soil Bearing (psf):	1500	▼
Lat. Soil Bearing (psf):	150	▼

Mmax = 1,598 #-FT
 Pmax (Lateral) = 627 #
 LSBP = 150 PCF
 S1 = 361 PCF X d
 d = 2.000 FT

A = 2.03 FT^2
 h = 2.547 FT
 d = 3.601 FT

USE: 2.00 FT. RND X 4.25 FT DEEP PIERS W/ 6" SLAB w/ #4's @ 12" O.C.

w/ (6) #5's VERTICAL w/ #4's @ 12" O.C.

(5 Ties Top 12")

Soil Bearing Check:

DLmax = 1,242 LBS
 Area of Footing = 3.14 FT^2
 Actual SBP = 395 PSF
 Allowable SBP = 975 PSF (Includes code allowed 20% increase for every foot
 of footing below 12" into natural grade.)

395 PSF < 975 PSF THEREFORE OK

General Notes

- Contractor shall verify all dimensions and conditions on job site
- Structural steel pipe shall conform to ASTM A53 grade B type E or S, Fy=35 ksi min.
- Structural steel tube shall conform to ASTM A500 grade B, Fy=46 ksi min.
- Structural steel shapes and plates shall conform to ASTM A36.
- Welding shall conform to AISC specs or local codes and performed by certified welder using arc process E70XX electrodes.
- Isolate Aluminum from Steel
- All bolt holes to be drilled or punched.
- 2500 psi (min) 28-day Concrete Compressive Strength
- All electrical work to conform to the requirements of UL48 and section 600 of NEC.
- UL and Data labels required
- Sign to be a minimum of 6-ft horizontal & 12-ft vertical from high voltage wires.
- If there is no stub pipe to be used in the top cabinet, the supporting member immediately below the stub pipe shown can be extended to the top of the uppermost cabinet.
- All Pipe sizes shown are minimum sizes. Pipe with a larger diameter and/or greater Sxx may be substituted
- All structural lengths required are approximations only. Actual length may vary slightly depending on sign cabinet conditions.

9. ADDITIONAL BIDDING INFORMATION

- 9.1 *Project questions:* All questions regarding the bidding of this project must be submitted to Kim Quade, CPPB, City of Raymore, Purchasing Specialist at (816) 892-3045 or (kquade@raymore.com). **All questions must be received (3) days prior to the bid opening.**
- 9.2 *Pre-Bid Meeting:* **A pre-bid meeting will be held on March 10, 2026 at 11:00 a.m. at Raymore City Hall in the Council Chambers. Attendance at the pre-bid meeting is highly recommended but not required.**
- 9.3 It is the contractor's responsibility to check for posted addendums to the Request for Proposal. Addendums are posted to the City website and QuestCDN.
- 9.4 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 26-472-701

Appendix B
General Terms and Conditions

C. 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.

D. Contract Period

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

E. 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.

F. *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.

G. *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.

H. *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.

I. *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.

J. *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.

K. *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.

L. *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.

M. *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.

N. *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:

3. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
4. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
5. 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.

O. *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.

P. *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.

Q. *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.

R. *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).

S. *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.

T. *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%

U. *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 26-472-701

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Gaylen Davenport having authority to act on behalf of (Company name) Heartland Sign & Lighting do hereby acknowledge that (Company name) Worldwide Energy, Inc., DBA Heartland Sign & Lighting 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: Worldwide Energy, Inc., DBA Heartland Sign & Lighting

ADDRESS: 14301 W 96th Terrace
Street

ADDRESS: Lenexa Kansas 66215
City State Zip

PHONE: 913-642-7446

E-MAIL: gaylen@heartlandsign.com

DATE: March 17, 2026
(Month-Day-Year)

 President
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 26-472-701

CONTRACTOR DISCLOSURES

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

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

Legal Matters

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 26-472-701

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 Leavenworth
ADDRESS	100 N, 5th St, Leavenworth, Kansas, 66048
CONTACT PERSON	Steve Grant
CONTACT EMAIL	SGrant@firstcity.org
TELEPHONE NUMBER	913-651-2203
PROJECT, AMOUNT AND DATE COMPLETED	Stubby Park Digital Sign, \$79,978, January 2020

COMPANY NAME	LaCygne Library
ADDRESS	209 N Broadway St., LaCygne, Kansas, 66040
CONTACT PERSON	Janet Reynolds
CONTACT EMAIL	lacyngelibrary@gmail.com
TELEPHONE NUMBER	913-757-2151
PROJECT, AMOUNT AND DATE COMPLETED	LaCygne Library Digital Sign Upgrade, \$20,636 , 08/06/2024

COMPANY NAME	Price Brothers
ADDRESS	159th Street & Hwy 69, Overland Park, Kansas 66062
CONTACT PERSON	Mark Sherwin
CONTACT EMAIL	marks@pricebrotherskc.com
TELEPHONE NUMBER	913-563-4144
PROJECT, AMOUNT AND DATE COMPLETED	Installation of Bluehawk Digital Board, \$29,500 , 2/15/2024

COMPANY NAME	Lamar Advertising
ADDRESS	7108 E 48th Terrace, Kansas City, MO 64129
CONTACT PERSON	Eric Worden, General Manager / Vice President
CONTACT EMAIL	eworden@lamar.com
TELEPHONE NUMBER	Office: 816-924-5900 , Personal: 417-818-3217
PROJECT, AMOUNT AND DATE COMPLETED	Digital Board Upgrade, \$17,500 , 2/26/2025

COMPANY NAME	Sac and Fox Casino
ADDRESS	Powhattan, Kansas
CONTACT PERSON	Eric Wright, General Manager
CONTACT EMAIL	ewright@sacandfoxcasino.com
TELEPHONE NUMBER	785-467-8000 ext.8621
PROJECT, AMOUNT AND DATE COMPLETED	New monument sign w/12*24' electronic message center, \$450,000 , Oct, 2022

State the number of Years in Business: 19 (+30)

State the current number of personnel on staff: 12

PROPOSAL FORM D

RFP 26-472-701

Proposal of Worldwide Energy, Inc., organized and
(Company Name)
existing under the laws of the State of Kansas, doing business
as Heartland Sign & Lighting (*)

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. 26-472-701 – Recreation Park Video Display Sign.

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. 26-472-701**Hawk Ridge Park Video Display Sign****Base Bid**

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance	LS	1		\$ 9,336
Sign	LS	1		\$ 42,606
Installation	LS	1		\$ 13,420
Cirrus 5 yrs Labor & parts Warranty	LS	1		\$ 2,266
TOTAL BASE BID				\$ 67,628

Recreation Park Video Display Sign**Base Bid**

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance	LS	1		\$ 9,576
Sign	LS	1		\$ 42,365
Installation	LS	1		\$ 15,100
Cirrus 5 yrs Labor & parts Warranty	LS	1		\$ 2,959
TOTAL BASE BID				\$ 70,000

Total for Both Signs \$ 137,628

Company Name Heartland Sign & Lighting

Total Base Bid for Project Number: 26-472-701

\$ 137,628

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

(\$ One hundred thirty-seven thousand six hundred twenty-eight dollars)

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

**BID PROPOSAL FORM E – RFP 26-472-701
CONTINUED**

Company Name Heartland Sign & Lighting

By 
Authorized Person's Signature
Gaylen Davenport

Print or type name and title of signer

Company Address 14301 W 96th Terrace
Lenexa, KS 66215

Phone 913-642-7446

Fax 913-310-0736

Email gaylen@heartlandsign.com

Date 03/17/2026

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

Name/Contractor: Gaylen Davenport

Company: Heartland Sign & Lighting

Address: 14301 W 96th Terrace Lenexa, KS 66215

- 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 # 26-472-701.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

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

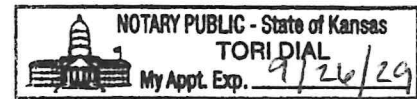
Heartland Sign & Lighting

Company Name


Signature

Name: Gaylen Davenport

Title: President



STATE OF Kansas COUNTY OF Johnson

Subscribed and sworn to before me this 17 day of March, 2026.

Notary Public: Tori Dial

My Commission Expires: 9/26/29 Commission # 1235732

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
AGENDA ITEM INFORMATION FORM

DATE: 5/11/2026

SUBMITTED BY: Jonathan Zerr

DEPARTMENT: Legal

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Annexation of 155th Street (pg 105)

STRATEGIC PLAN GOAL / STRATEGY

FINANCIAL IMPACT

Award To:

Amount of Request/Contract:

Amount Budgeted:

Funding Source/Account:

PROJECT TIMELINE

Estimated Start Date

Estimated End Date

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:

Date:

Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 4036

BACKGROUND / JUSTIFICATION

Bill 4036 seeks to complete a process that started in 2017 with the reconstruction of the bridge and interchange at 155th Street and I-49. At that time, the City of Kansas City and the City of Raymore entered into a cooperative cost-share agreement to provide funds and construction management for the completion of the bridge and interchange. The cooperative cost-share agreement contemplated a detachment of a portion of the north half of 155th Street right-of-way ("155th Street ROW") by the City of Kansas City, and the concurrent annexation of the same portion of 155th Street ROW into the City of Raymore.

The affected portion of 155th Street ROW extends between the centerline of Kentucky Road east to the centerline of Kurzweil Road, all in Jackson County, Missouri.

The detachment and annexation of the 155th Street ROW will allow Raymore to provide consistent and timely public safety services to the area along the northern boundary of the City. It will also allow for maintenance and quality road construction to be maintained by Raymore as a vital transportation thoroughfare which is principally utilized by residents of Raymore.

Section 71.011 of the Revised Statutes of Missouri contemplates and outlines the process for the concurrent detachment of property from one municipality to another municipality. In following the statutory process, the City of Kansas City is in the process of approving Committee Substitute for Ordinance No. 260374 which will effectively detach the 155th Street ROW from its jurisdictional boundaries. Bill 4036 seeks to complete the statutory process by annexing the same portion of 155th Street ROW into the jurisdictional boundaries of Raymore.

BILL 4036

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ANNEXING A PORTION OF THE NORTH HALF OF 155TH STREET LOCATED IN JACKSON COUNTY, MISSOURI, BETWEEN THE CENTERLINE OF KENTUCKY ROAD EAST TO THE CENTERLINE OF KURZWEIL ROAD."

WHEREAS, the City of Kansas City and the City of Raymore share a common border generally located along the centerline of East 155th Street from the centerline of Kentucky Road east to the centerline of Kurzweil Road ("155th Street ROW"); and,

WHEREAS, the City of Kansas City is detaching the 155th Street ROW consisting of approximately 8.129 acres generally including twelve (12) properties located in the south half of Sections 32, 33, and 34 of Township 47 North, Range 32 West of the 5th Principal Meridian, contingent upon the City of Raymore passing an ordinance annexing the same 155th Street ROW into its jurisdictional boundaries; and,

WHEREAS, the City of Kansas City will retain any utility easements in, on, under, and appurtenant to, the 155th Street ROW; and,

WHEREAS, the intended detachment of the 155th Street ROW by Kansas City will include such portions of unimproved property dedicated as Right of Way for the City of Kansas City abutting the properties commonly known as:

15469 Kelley Road,
9000 E. County Line Road,
9200 E. 155th Street,
9300 E. County Line Road,
9410 E. 155th Street,
15400 Peterson Road,
15301 Peterson Road,
11500 E. 155th Street,
12310 E. 155th Street,
12930 E. 155th Street,
13000 E. 155th Street,
15400 Horridge Road,

all within the corporate city limits of Kansas City and abutting the City of Raymore; and,

WHEREAS, upon the detachment by the City of Kansas City, and the annexation by the City of Raymore, such 155th Street ROW will be completely within the control of the City of Raymore; and,

WHEREAS, the 155th Street ROW to be concurrently detached by the City of Kansas City and annexed by the City of Raymore abuts the City of Raymore; and

WHEREAS, it is in the best interest of each municipality to complete this action; and,

WHEREAS, all provisions of Section 71.011 RSMo, authorizing such concurrent detachment and annexation have been met; and,

WHEREAS, there are no residents living in the area to be detached.

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

Section 1. Annexation. That, contingent upon the City of Kansas City passing an ordinance detaching the same, the 155th Street ROW generally located in the south half of Section 32, 33, and 34 of Township 47 North, Range 32 West of the 5th Principal Meridian and more specifically described as follows, is hereby declared to be annexed into and made a part of the City of Raymore, Missouri:

All that part of the Public Right-of-Way of East 155th Street (formerly called County Line Road) as located in the South half of Sections 32, 33, and 34, Township 47 North, Range 32 West lying between the intersections of Kentucky Road and Kurzweil Road and situated in Kansas City, Jackson County, Missouri; more particularly described as follows:

COMMENCING at the Southwest corner of Section 32 Township 47 North, Range 32 West, and a point on the line dividing Jackson and Cass Counties, as referenced in City Ordinance No. 21954, passed December 31st, 1959; thence East along the line dividing Jackson and Cass Counties, said line also being the South line of Sections 32, 33, and 34, Township 47 North, Range 32 West, to a point on the centerline of Kentucky Road, as now established, +/-592 (591.64) feet East of said Southwest corner of Section 32, to the Point of Beginning; thence continuing East along the line dividing Jackson and Cass Counties to a point where the centerline of Kurzweil Road, as now established, intersects the Jackson County Line, said point being +/-126 (125.97) feet West of the Southeast corner of Section 34 Township 47 North, Range 32 West; thence North 25 feet along a line perpendicular to the last described course; thence West along a line 25 feet North of and parallel to the South line of the Southeast quarter of Section 34 Township 47 North, Range 32 West, to the East line of the Southwest quarter of said Section 34; thence South 5 feet along the East line of the Southwest quarter of Section 34 Township 47 North, Range 32 West to a point 20 feet North of the South line of said Sections 34; thence West along a line 20 feet North of and parallel to the South line of the Southwest quarter of Section 34 Township 47 North, Range 32 West, to the East line of the Southeast quarter of Section

33 Township 47 North, Range 32 West; thence West along a line 20 feet North of and parallel to the South line of the Southeast quarter of Section 33 Township 47 North, Range 32 West, to the East line of the Southwest quarter of Section 33 Township 47 North, Range 32 West; thence West along a line 20 feet North of and parallel to the South line of the Southwest quarter of Section 33 Township 47 North, Range 32 West, to a point 2,176.4 feet East of the West line of said Southwest quarter of Section 33; thence North 20 feet along a line perpendicular to the last described course to a point 40 feet North of the South line of the Southwest quarter of said Section 33; thence West 1450 feet along a line 40 feet North of and parallel to the South line of the Southwest quarter of Section 33 Township 47 North, Range 32 West, to a point 726.4 feet East of the West line of said Southwest quarter of Section 33; thence South 20 feet along a line perpendicular to the last described course to a point 20 feet North of the South line of the Southwest quarter of Section 33; thence West along a line 20 feet North of and parallel to the South line of the Southwest quarter of Section 33 Township 47 North, Range 32 West, to the East line of the Southeast quarter of Section 32 Township 47 North, Range 32 West; thence West along a line 20 feet North of and parallel to the South line of the Southeast quarter of Section 32 Township 47 North, Range 32 West, to the East line of the Southwest quarter of said Section 32; thence North 5 feet along a line perpendicular to the last described course to a point 25 feet North of the South line of the Southwest quarter of said Section 32; thence West along a line 25 feet North of and parallel to the South line of the Southwest quarter of Section 32 Township 47 North, Range 32 West, to a point on the centerline of Kentucky Road, as now established; thence South to the Point of Beginning (the "Property"). Containing 354,100 square feet or 8.129 Acres more or less.

Section 2. Contingencies and Conditions. Contingent upon the City of Kansas City passing an ordinance detaching and relinquishing the same, the City of Raymore hereby annexes to the City of Raymore the 155th Street ROW, including all right, title and interest in the same, and which is defined as the Property hereinabove; provided, however, that Kansas City shall retain an exclusive easement in the north half of the right of-way, including but not limited to the current location of Kansas City's water, sewer, and stormwater utilities. Kansas City shall also retain the right to operate, maintain and construct water, wastewater, and stormwater infrastructure under, along and across the easement that is the 155th Street ROW. Kansas City shall further have at all times the right to go upon the easement that is the 155th Street ROW and Raymore, Missouri will not use the said right-of-way in any manner that would interfere with the operation, maintenance or construction of Kansas City's infrastructure or its related systems. Any work performed by or for Kansas City in the easement shall be performed pursuant to Kansas City's standards for such work. Notice of any such work shall be given by Kansas City to Raymore,

Missouri as soon as reasonably practicable. Raymore, Missouri shall not require permits, bonds, or other similar measures for such work, but shall rely upon Kansas City to ensure that the work is performed in a workmanlike and timely manner.

To the extent that any such infrastructure is currently located in the north half of the right-of-way, Raymore, Missouri will grant to Kansas City, and Kansas City will accept a non-exclusive easement from the center line of 155th Street north, to the north line of the existing right of way. Kansas City shall retain the right to operate, maintain and construct water, wastewater, and stormwater infrastructure under, along and across the easement. Kansas City shall have at all times the right to go upon the easement and Raymore, Missouri will not use the said right-of-way in any manner that would interfere with the operation, maintenance or construction of Kansas City's infrastructure or its related systems. Any work performed by or for Kansas City in the easement shall be performed pursuant to Kansas City's standards for such work. Notice of any such work shall be given by Kansas City to Raymore, Missouri as soon as reasonably practicable. Raymore, Missouri shall not require permits, bonds, or other similar measures for such work, but shall rely upon Kansas City to ensure that the work is performed in a workmanlike and timely manner.

Both Raymore, Missouri and Kansas City, Missouri acknowledge that it may be necessary to bring utilities across 155th Street at certain locations. When it is deemed necessary to make such a crossing, they will cooperate to reasonably accomplish such crossing without undue delay or unnecessary cost. Prior to Raymore making or allowing such a crossing, it will submit plans to Kansas City for its review and approval, which will not be unreasonably withheld. Prior to Kansas City making or allowing such a crossing, it will submit plans to Raymore for its review and approval, which will not be unreasonably withheld. It is understood that both Raymore and Kansas City will acknowledge the presence of existing infrastructure in place before a crossing is made and take all steps necessary to preserve the integrity of such infrastructure and access to it.

Section 3. Purpose & Justification. That the purpose and justification for the annexation by the City of Raymore is to allow for better provision of utility, transportation, infrastructure, and public safety services to the property owners within the properties adjoining and abutting the 155th Street ROW.

Section 4. That the City Manager is hereby directed to file certified copies of this ordinance with the appropriate Jackson County officials as required by Section 71.011 RSMo, simultaneously with the filing of the City of Kansas City ordinance detaching the Property, including the county clerk of Jackson County, the county assessor of Jackson County, the county recorder of deeds of Jackson County, and the clerk of the circuit court of Jackson County.

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 as separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 11TH DAY OF MAY, 2026.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 8TH DAY OF JUNE, 2026, BY THE FOLLOWING VOTE:

Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember McDonald
Councilmember Roe

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 6/8/2026

SUBMITTED BY: Trent Salsbury

DEPARTMENT: Public Works

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - Recycle-in-Place Project (pg 112)

STRATEGIC PLAN GOAL / STRATEGY

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

FINANCIAL IMPACT

Award To: Gallagher Asphalt Corporation
Amount of Request/Contract: \$484,314.00
Amount Budgeted: \$525,000.00
Funding Source/Account:

PROJECT TIMELINE

Estimated Start Date
7/6/2026

Estimated End Date
9/30/2026

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 4037
2. Contract
3. Project map

BACKGROUND / JUSTIFICATION

This item was brought to the City Council at a work session on April 6, 2026.

The Recycle-in-Place project primarily consists of approximately 57,940 square yards of in-place rehabilitation of hot-mix asphalt (HMA) pavement and double chip and seal road by heating, scarifying, rejuvenating and reshaping the surface.

The City received one bid on May 7, 2026:

Gallagher Asphalt Corporation	\$484,314.00
-------------------------------	--------------

Gallagher Asphalt Corporation was determined to be qualified for this project.

Staff recommends the contract for the Recycle-in-Place Project be awarded to Gallagher Asphalt Corporation in the amount of \$484,314.00.

BILL 4037**ORDINANCE**

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH GALLAGHER ASPHALT CORPORATION FOR THE RECYCLE-IN-PLACE PROJECT, CITY PROJECT NUMBER 26-505-201 IN THE AMOUNT OF \$484,314.00 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, the recycle-in-place concept was presented to the City Council in a work session on April 6, 2026; and,

WHEREAS, bids for this project were received on May 7, 2026; and,

WHEREAS, Gallagher Asphalt Corporation has been determined to be qualified to complete this project.

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 \$484,314.00 with Gallagher Asphalt Corporation for the Recycle-In-Place 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 8TH DAY OF JUNE, 2026.

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 22ND DAY OF JUNE, 2026, BY THE FOLLOWING VOTE:**

Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember McDonald
Councilmember Roe

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

Recycle-in-Place Paving Project

This Contract for Recycle-in-Place Paving Project, hereafter referred to as the **Contract** is made this 22nd day of June 2026, between Gallagher Asphalt Corporation, an entity organized and existing under the laws of the State of Illinois, with its principal office located at 18100 S. Indiana Ave, Thornton, IL 60476, 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 June 22, 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 26-505-201 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 \$484,314.00.

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

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

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

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

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

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

Gallagher Asphalt Corporation

By: _____

Title: _____

Attest: _____

(SEAL)

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Recycle-in-Place Paving Project

1. **ANTICIPATED SCOPE OF SERVICES:**

- The 2026 Recycle-in-Place Paving Project consists of approximately 57,940 square yards of in-place rehabilitation of hot-mix asphalt (HMA) pavement and double chip and seal roads by heating, scarifying, rejuvenating and reshaping the surface. The new surface sealant will consist of approximately 57,940 square yards of CRF, a maltene based restorative seal.

2. **SPECIFICATIONS WHICH APPLY**

- The performance of the work, the materials required, the basis of measurement and the basis for payment for the various portions of the work shall be in accordance with the appropriate sections of the Kansas City Metropolitan Chapter of the American Public Works Association Specifications and Design Criteria" current edition, except as modified or added to by these Special Provisions, and the current contract document entitled "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri" (Revised August 2025) and all subsequent revisions.

3. **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.

4. **PROJECT COMPLETION AND SCHEDULE**

- The Contractor shall complete all work within **120 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.

5. ENGINEER

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

6. 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.

7. SPECIAL CONDITIONS

- **Mobilization, Bonds and Insurance:** 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.
- **Hot in Place Recycling:** Hot in Place Recycling will be paid for at the unit bid price per square yard (SY). Hot in Place Recycling shall be in accordance with State of Illinois Department of Transportation LR400-3 (pg. 1-3) (attached). A traffic control plan for this project will need to be submitted to the City at the time of the pre construction meeting and shall be subsidiary to this bid item.
- **Application of CRF:** CRF will be paid for at the unit bid price per square yard (sy) and shall be used as a surface sealant after the Hot in Place Recycling is complete. CRF shall be combined with 11% PG-grade asphalt with maltene fractions. All processes for the application of CRF including installation and sweeping shall be subsidiary to this bid item. CRF shall be completed within two months (no later than October 30th) from completion of Hot in Place Recycling.

8. MEASUREMENT AND PAYMENT

- It is the intent of the proposal that the total bid, as submitted, shall cover all work shown on the contract drawings and required by the specifications and other contract documents. All costs in connection with the work, including furnishing of all the materials, equipment, supplies, and appurtenances, and performing all necessary labor to fully complete the work, shall be included in the unit and lump sum prices named in the bid. No item or work that is required by the contract documents for the proper and successful completion

of the contract will be paid for outside of or in addition to the prices submitted in the bid. All work not specially set forth in the proposal as a pay item shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices named in the bid.

9. ADDITIONAL BIDDING INFORMATION

9.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 26-505-201

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 April, 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.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Gallagher Asphalt Corporation
18100 S. Indiana Ave.
Thornton, IL 60476

SURETY:

(Name, legal status and principal place of business)

Swiss Re Corporate Solutions America Insurance Corporation

1200 Main Street, Suite 800
Kansas City, MO 64105
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

City of Raymore
100 Municipal Circle
Raymore, MO 64083

COPY

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Recycle-in-Place Paving Project No. 26-505-201

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of May, 2026.

Cristina M. Furtek
(Witness) Cristina M. Furtek

Gallagher Asphalt Corporation
(Principal)

(Seal)

By: [Signature]
(Title) Jonathan Gallagher, Vice President

Swiss Re Corporate Solutions America Insurance Corporation
(Surety)

(Seal)

By: [Signature]
(Title) Tracie House, Attorney-in-Fact

Surety Phone No. 847-273-1300

Karena Almieda
(Witness) Karena Almieda



SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint: Tracie House

Principal: Gallagher Asphalt Corporation

Obligee: City of Raymore

Bond Description: Recycle-in-Place Paving Project No. 26-505-201

Bond Number: Bid Bond

Bond Amount: See Bond Form

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 9TH of May, 2012:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
David Satory, Senior Vice President of SRCSAIC
& Senior Vice President of SRCSPIC

By [Signature]
Gabriel Jacques, Senior Vice President of SRCSAIC
& Senior Vice President of SRCSPIC



IN WITNESS WHEREOF, SRCSAIC and SRCSPIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

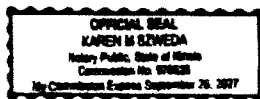
this 10th day of FEBRUARY, 2026

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation

On this 10th day of FEBRUARY, 2026, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Gabriel Jacques, Vice President of SRCSAIC and Vice President of SRCSPIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 7th day of May, 2026.

[Signature]
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC & SRCSPIC



CITY OF RAYMORE, MISSOURI REQUEST FOR PROPOSAL

Recycle-in-Place Paving Project

SUBMITTAL DEADLINE

May 7, 2026 11:00 a.m.

RFP NUMBER

26-505-201

**Any questions regarding this Request for Proposal shall be submitted to
the Purchasing Specialist, Kim Quade, CPPB by email at
Kquade@raymore.com
or by phone at (816) 892-3045.**

NOTICE TO BIDDERS
Recycle-in-Place Paving Project
City of Raymore, Missouri

Sealed proposals will be received by the Purchasing Specialist at the City Hall, 100 Municipal Circle, Raymore, Missouri, until 11:00 a.m. on May 7, 2026. In accordance with the Missouri Sunshine Law, RSMo 610.021. Proposals will be opened on said date and time and only the bidder name and base proposal price will be read aloud. All other documents will be checked for responsiveness after Bid proposal opening. On all requests and correspondence, please reference RFP Number 26-505-201.

- Project consists of approximately 57,940 square yards of in-place rehabilitation of hot-mix asphalt (HMA) pavement and double chip and seal road by heating, scarifying, rejuvenating and reshaping the surface. The new surface layer will be installed by a separate contractor at a later date.

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

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

Request for Proposal documents can be downloaded electronically for a non-refundable fee of \$22.00 at www.questcdn.com by inputting Quest Project Number 10097349 on the Project Search Page. You can contact Quest CDN at 1-952-233-1632 or info@questcdn.com for assistance with free membership registration, downloading and working with the electronic documents.

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

A copy of the 2019 City of Raymore 'Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction' may be downloaded at no cost from the City's website at www.raymore.com

A pre-bid meeting will be held on April 30, 2026 at 11:00 a.m. at Raymore City Hall in the Council Chambers. Attendance at the pre-bid meeting is highly recommended but not required. Attendance at the pre-bid meeting may be considered as a factor by City staff in determining if non-conforming bids with deviations or oversights are accepted for further consideration as qualified bids, or rejected as non-responsive bids. City staff are not required to provide further instructions, guidance or advice to potential bidders if the information sought was provided as part of the RFP and/or included in the pre-bid meeting. Addenda will

be issued as the City considers necessary in response to issues raised at the pre bid meeting. It is the bidders responsibility to obtain said addenda.

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

Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by 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 as required by Section 292.675, RSMo.

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

Pursuant to 610.021 RSMo, Item 12, all documents within a request for proposal (RFP) will become an open record to the public upon a negotiated contract being executed. All documents within a request for bid (RFB) 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.

The Owner reserves the right to reject any or all proposals and to waive informalities or deficiencies therein. To negotiate with any or all bidders or others for more favorable terms or prices, and to award a contract to other than the bidder submitting the lowest cost bid proposal, with or without negotiation and to determine which is the lowest best and most responsive, to accept, at its option, any alternates and to approve the bond.

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 Jonathan Gallagher, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Jonathan Gallagher

Company: Gallagher Asphalt Corporation

Address: 18100 South Indiana Avenue, Thornton, IL 60476

- 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 # 26-505-201.
- 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.

Gallagher Asphalt Corporation

Company Name



Signature

Name: Jonathan Gallagher

Title: Vice President



STATE OF Illinois COUNTY OF Cook

Subscribed and sworn to before me this 7th day of May, 2026.

Notary Public: Cristina M. Furtek Cristina M. Furtek

My Commission Expires: July 7, 2029 Commission # 934964

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.



**INSTRUCTIONS FOR RESPONDING TO
RFP 26-505-201**

Please Remit

- * One (1) original signed unbound proposal
- * Two (2) copies of original signed proposal (no wire bindings)

☒	PROPOSAL CHECKLIST TO INCLUDE WITH PACKET
☒	Form A - Commitment to sign Agreements
☒	Form B - Contractor Disclosures
☒	Form C - Experience/References
☒	Form D - Work Agreement
☒	Form E - Proposal Pricing (Including unit prices, where required)
☒	Addenda, if applicable
☒	E-Verify - Attach to original
☒	Bid Bond (if required) - Attach to original
☒	Certificate Copies (if required) - Attach to original - See Appendix B Section Q

Total of three (3) proposals submitted

MUST BE RECEIVED BY: May 7, 2026 11:00 a.m.

**PLEASE MARK YOUR SUBMITTAL "SEALED PROPOSAL 26-505-201" WITH
YOUR COMPANY NAME PRINTED ON IT AND SUBMIT IT TO:**

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

Any questions regarding this Request for Proposal shall be submitted to the Purchasing Specialist, Kim Quade, CPPB by email at Kquade@raymore.com or by phone at (816) 892-3045.

The Owner reserves the right to reject any or all proposals and to waive informalities or deficiencies therein. To negotiate with any or all bidders or others for more favorable terms or prices, and to award a contract to other than the bidder submitting the lowest cost bid proposal, with or without negotiation and to determine which is the lowest best and most responsive, to accept, at its option, any alternates and to approve the bond.

PROPOSAL FORM A
RFP 26-505-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Jonathan Gallagher having authority to act on behalf of (Company name) Gallagher Asphalt Corporation do hereby acknowledge that (Company name) Gallagher Asphalt Corporation 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: Gallagher Asphalt Corporation

ADDRESS: 18100 South Indiana Avenue
Street

ADDRESS: Thornton IL 60476
City State Zip

PHONE: 708-877-7160

E-MAIL: jgallagher@gallagherasphalt.com

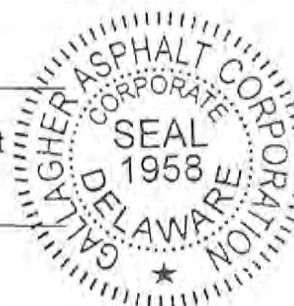
DATE: 5/7/2026
(Month-Day-Year)



Signature of Officer/Title
Jonathan Gallagher, Vice President

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 26-505-201

CONTRACTOR DISCLOSURES

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

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

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

Legal Matters

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

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

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

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

Required Representations

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

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

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

PROPOSAL FORM C

RFP 26-505-201

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	(See attached - Project References)
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: 98

State the current number of personnel on staff: 100

PROPOSAL FORM D

RFP 26-505-201

Proposal of Gallagher Asphalt Corporation, organized and
(Company Name)
existing under the laws of the State of Illinois, doing business
as (*) corporation

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 26-505-201 – Recycle-in-Place Paving Project

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.

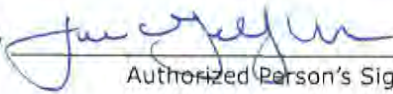
BID PROPOSAL FORM E – Project No. 26-505-201**Recycle-in-Place Paving Project****Base Bid**

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance	LS	1	15,000.00	\$ 15,000.00
Hot in Place Recycling	SY	57,940	6.00	\$ 347,640.00
Application of CRF	SY	57,940	2.10	\$ 121,674.00
TOTAL BASE BID				484,314.00

Company Name Gallagher Asphalt Corporation**Total Base Bid for Project Number: 26-505-201**\$ 484,314.00**In the blank above insert numbers for the sum of the bid.**(\$ Four Hundred Eighty Four Thousand Three Hundred Fourteen and 00/100)**In the blank above write out the sum of the bid.**

**BID PROPOSAL FORM E – RFP 26-505-201
CONTINUED**

Company Name Gallagher Asphalt Corporation

By  _____
Authorized Person's Signature

Jonathan Gallagher, Vice President
Print or type name and title of signer

Company Address _____

18100 South Indiana Avenue

Thornton, IL 60476

Phone 708-877-7160

Fax N/A

Email jgallagher@gallagherasphalt.com

Date 5/7/2026

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!

GALLAGHER ASPHALT EXPERIENCE QUESTIONNAIRE: SCARIFICATION JOBS 2025											
Comp. Date	Project Descript. Type of work	Name of Prime Contractor	Total (\$)	Agency	Owner's Project Number	Location of Work Performed	Owner's Name, Location, Phone, Email	Contract Completed Year	Penalties Imposed	Liens, Claims Stop Notices Filed	Contact Person Phone or Email
2025	Scarification	Gallagher Asphalt Corporation 18100 South Indiana Ave. Thornton, IL 60476	\$ 528,887	City of Norton Shores, Michigan	Hot in Place Recycling City of Norton Shores 2025	Various Streets City of Norton Shores, MI	City of Norton Shores Public Works 1174 E Mt Garfield Road Norton Shores, MI 49441 (231) 799 - 6804 James@NortonShores.org	2025	No	No	James Murphy (231) 799 - 6804 James@NortonShores.org
2025	Scarification	Gallagher Asphalt Corporation 18100 South Indiana Ave. Thornton, IL 60476	\$ 801,040	City of East Point, Georgia	Hot in Place Recycling East Point, GA	Various Locations	East Point Public Works 2757 East Point Street East Point, GA 30344 Chall@EastPointCity.org	2025	No	No	Cardell Hall (404) 669 - 4321 Chall@EastPointCity.org
2025	Scarification	Gallagher Asphalt Corporation 18100 South Indiana Ave. Thornton, IL 60476	\$ 1,269,415	Camden County, Missouri	Hot in Place Recycling Camden County, MO	Various Streets in Camden County, MO	Camden County Public Offices 145 West Highway 54 Camden, MO 65020 Patrick_Wolf@CamdenCountyMo.gov	2025	No	No	Patrick Wolf (573) 346 - 4471 Patrick_Wolf@CamdenCountyMo.gov
2025	Scarification	Gallagher Asphalt Corporation 18100 South Indiana Ave. Thornton, IL 60476	\$ 206,053	McHenry County, Illinois	Hot in Place Recycling Project 2025	Various Locations	McHenry County, IL Division of Transportation 16111 Nelson Rd Woodstock, IL 60098 JRKorpalski@McHenryCountyIL.gov	2025	No	No	Joseph R Korpalski Director of Transportation (815) 334 - 4964 JRKorpalski@McHenryCountyIL.gov
2025	Scarification	Gallagher Asphalt Corporation 18100 South Indiana Ave. Thornton, IL 60476	\$ 311,842	Will County, IL Department of Transportation	Will County, IL HIR	Elevator Rd CH4 - Will County, IL	Will County Division of Transportation 16841 W Laraway Road Joliet, IL 60433 JRonaldson@WillCounty.gov	2025	No	No	Jeff Ronaldson Director Will County (815) 727 - 8716 JRonaldson@WillCounty.gov



Company ID Number: 208147

Approved by:

Employer Gallagher Asphalt Corporation	
Name (Please Type or Print) leah L Nowacki	Title
Signature Electronically Signed	Date 04/22/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/22/2009



Company ID Number: 208147

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Gallagher Asphalt Corporation
Company Facility Address	18100 S Indiana Ave Thornton, IL 60476
Company Alternate Address	
County or Parish	COOK
Employer Identification Number	362061280
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)



Company ID Number: 208147



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

IL	1
----	---



Company ID Number: 208147

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

Name Deborah L. Dovle
Phone Number 7088777160228
Fax 7088775222
Email ddovle@oallagherasphalt.com

Name Sarah A. Turner
Phone Number 7088777160251
Fax 7088775222
Email STURNER@GALLAGHERASPHALT.COM



**Illinois Department
of Transportation**

Certificate of Eligibility

Gallagher Asphalt Corporation
18100 South Indiana Avenue Thornton, IL 60476

Contractor No 1950
(1st Revision)

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED UNLIMITED

001	EARTHWORK	\$6,825,000
003	HMA PLANT MIX	Unlimited
012	DRAINAGE	\$625,000
017	CONCRETE CONSTRUCTION	\$9,725,000
032	COLD MILL, PLAN. & ROTOMILL	\$7,875,000
041	HOT (IN-PLACE) RECYCLING	\$12,700,000
08A	AGGREGATE BASES & SURF. (A)	\$6,100,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 7/31/2025 TO 7/31/2026 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 7/31/2025.


Justin Mann
Engineer of Construction

Certificate of Qualification

ISSUED BY

Indiana Department of Transportation

INDIANAPOLIS, IN

January 13, 2026

TO

GALLAGHER ASPHALT CORPORATION

THORNTON, IL

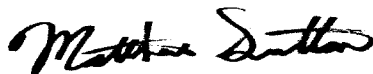
who has filed with the Department a Contractor's Statement of Experience and Financial Condition as required under Indiana Code 8-23-10, is hereby qualified to bid at any Department of Transportation letting in Classes of Work and within the amount and other limitation of each classification as listed below, for such period as the uncompleted work on hand from all sources does not exceed the Aggregate amount. Classification references by name or symbol are in accordance with the definitions in the Contractor's Statement of Experience and Financial Condition. This certificate supersedes any certificate previously issued, but is subject to revision or revocation according to the law, if and when changes in the financial condition of the contracting firm or other facts justify such revision or revocation.

Valid January 05, 2026 Thru July 31, 2026

Aggregate Bidding Capacity:

64,006,000.00

0286 RECYCLING: ASPHALT PAVEMENT.....	\$64,000,000.00
0335 SPECIAL COATINGS & WATERPROOFING SYSTEMS.....	\$1,000,000.00
A(B) CONCRETE PAVEMENT: LIMITED.....	\$20,000,000.00
B(A) ASPHALT PAVEMENT: W/INDOT CERTIFIED HMA PLANT.....	\$64,000,000.00
C(B) LIGHT GRADING.....	\$20,000,000.00
E(E) SMALL STRUCTURES AND DRAINAGE ITEMS.....	\$12,000,000.00
E(R) ASPHALT PAVEMENT MILLING.....	\$20,000,000.00



PREQUALIFICATION ENGINEER



COMMISSIONER

State Form 20508 (R3 / 5-05)



Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, IL 62764

Affidavit of Availability

For the Letting of 4/24/2026



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Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number	62R71	25-00123-00-RS	2511-03311	RR-23-4900	Pending	
Contract With	IDOT	Village of Dolton	CCHD/Kliver	F.H. Paschen	FPDWC	
Estimated Completion Date	Apr-26	Apr-26	Nov-26	Nov-26	Aug-26	
Total Contract Price	\$7,274,556	\$1,267,681	\$6,390,342	\$1,064,774	\$599,683	
Uncompleted Dollar Value if Firm is the Prime Contractor	\$548,102	\$45,555	\$5,775,117		\$599,683	\$6,968,457
Uncompleted Dollar Value if Firm is the Subcontractor				\$1,064,774		\$1,064,774
Total Value of All Work						\$8,033,231

Part II. Work to be Completed

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork	\$450	\$37,800	\$389,812		\$154,817	\$582,879
Portland Cement Concrete Paving						\$0
HMA Plant Mix	\$102,119	\$0	\$3,679,216	\$953,003	\$194,870	\$4,929,008
HMA Paving						\$0
Clean & Seal Cracks/Joints						\$0
Aggregate Bases, Surfaces		\$0	\$198,537		\$37,246	\$233,783
Highway, R.R., Waterway Struc.						\$0
Drainage		\$0			\$49,910	\$49,910
Electrical						\$0
Cover and Seal Coats						\$0
Concrete Construction		\$0			\$22,090	\$22,090
Landscaping						\$0
Fencing						\$0
Guardrail						\$0
Painting						\$0
Signing						\$0
Cold Milling, Planing, Rotomilling	\$0	\$0	\$814,819	\$48,771	\$66,100	\$929,690
Demolition						\$0
Pavement Markings (Paint)					\$12,850	\$12,850
Other Construction (Mob/Misc)	\$0		\$686,236	\$63,000	\$30,000	\$759,236
Other Construction (Traffic Control)					\$32,000	\$32,000
Other Construction (Hot-In-Place)						\$0
Other Construction (List)						\$0
Totals	\$102,569	\$37,800	\$5,746,620	\$1,064,774	\$599,683	\$7,551,446

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part II. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor	D&R	Evergreen	TBD		
Type of Work	CCDD	LJS	LJS		
Subcontract Price	\$55,450	\$35,140	\$34,171		
Amount Uncompleted			\$28,497		
Subcontractor	JJ Newell	Roadsafe			
Type of Work	Concrete	Traffic Control			
Subcontract Price	\$1,002,441	\$7,755			
Amount Uncompleted		\$7,755			
Subcontractor	H&H				
Type of Work	Electric				
Subcontract Price	\$493,837				
Amount Uncompleted	\$83,279				
Subcontractor	Galaxy				
Type of Work	Sewer				
Subcontract Price	\$131,600				
Amount Uncompleted					
Subcontractor	Highstar				
Type of Work	Traffic/Thermo				
Subcontract Price	\$477,488				
Amount Uncompleted	\$224,494				
Subcontractor	Pending				
Type of Work	Landscape				
Subcontract Price	\$137,760				
Amount Uncompleted	\$137,760				
Subcontractor	Promer				
Type of Work	Tree Rem				
Subcontract Price	\$4,407				
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	\$445,533	\$7,755	\$28,497	\$0	\$0

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to all uncompleted contracts of the undersigned for Federal, State, County, City and private work, including all subcontract work, all pending low bids not yet awarded or rejected and all estimated completion dates.

Officer or Director

Jonathan Gallagher

Title

Vice-President

Signature

Date

4/9/2026

Company

Gallagher Asphalt Corporation

Address

18100 South Indiana Avenue

City

Thornton

Zip Code

IL**60441**

Subscribed and sworn before me

this **09** day of **April** 20**26**

(Signature of Notary Public)

My Commission expires

(Notary Seal)

☐

Add pages for additional contracts



Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, IL 62764

Affidavit of Availability

For the Letting of 4/24/2026

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Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I: Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number	20-00086-25-CH	26-00000-01-GM	62X50	25-00036-00-RS	61M18	
Contract With	Will County	New Lenox	IDOT	Village of Orland Hills	IDOT	
Estimated Completion Date	Jul-26	May-26	Jun-26	May-26	Jul-26	
Total Contract Price	\$7,644,774	\$2,334,880	\$975,357	\$329,304	\$399,778	
Uncompleted Dollar Value if Firm is the Prime Contractor	\$7,089,840	\$32,941	\$923,172	\$141,721	\$399,778	\$15,555,909
Uncompleted Dollar Value if Firm is the Subcontractor						\$1,064,774
Total Value of All Work						\$16,620,683

Part II: Awards Pending

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork	\$1,782,117		\$18,000		\$1,800	\$2,384,596
Portland Cement Concrete Paving						\$0
HMA Plant Mix	\$1,835,780		\$255,644	\$109,188	\$121,359	\$7,250,979
HMA Paving						\$0
Clean & Seal Cracks/Joints						\$0
Aggregate Bases, Surfaces	\$1,098,481				\$3,045	\$1,335,309
Highway, R.R., Waterway Struc.						\$0
Drainage			\$30,580		\$27,410	\$107,900
Electrical						\$0
Cover and Seal Coats						\$0
Concrete Construction	\$34,977		\$439,654		\$151,534	\$649,255
Landscaping						\$0
Fencing						\$0
Guardrail						\$0
Painting						\$0
Signing						\$0
Cold Milling, Planning, Rotomilling	\$265,419		\$49,524	\$23,303	\$24,116	\$1,292,052
Demolition						\$0
Pavement Markings (Paint)	\$221			\$6,850	\$5	\$19,726
Other Construction (Mob/Misc)	\$174,954		\$17,315		\$22,011	\$973,516
Other Construction (Traffic Control)			\$481	\$2,580		\$35,041
Other Construction (Hot-In-Place)						\$0
Other Construction (List)						\$0
Totals	\$5,191,848	\$0	\$811,178	\$141,721	\$351,080	\$14,047,374

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Printed 4/9/2026

Page 3 of 12

BC57 (Rev. 03/02/20)

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor	D&R Env	APRM	APRM		Pending
Type of Work	Testing	Thermo	Thermo/Traffic		Traffic/Striping
Subcontract Price	\$206,561	\$32,941	\$13,102		\$18,810
Amount Uncompleted	\$181,332	\$32,941	\$13,102		\$18,810
Subcontractor	Homer Tree		D&R Environmental		Pending
Type of Work	Tree Removal		Tealing		Landscape
Subcontract Price	\$3,886		\$12,800		\$23,148
Amount Uncompleted	\$3,886		\$12,800		\$23,148
Subcontractor	Integral Power		Roy Erikson		Pending
Type of Work	Electric		Landscape		Tree
Subcontract Price	\$812,751		\$10,800		\$6,740
Amount Uncompleted	\$860,470		\$10,800		\$6,740
Subcontractor	Natural Creations		Tierra		
Type of Work	Landscape		SWR Cleaning		
Subcontract Price	\$335,797		\$3,247		
Amount Uncompleted	\$335,797		\$3,247		
Subcontractor	Ray Edwards		WZS		
Type of Work	Sur		Traffic		
Subcontract Price	\$308,464		\$58,590		
Amount Uncompleted	\$214,147		\$58,590		
Subcontractor	APRM		Evergreen		
Type of Work	Traffic Control		LJS		
Subcontract Price	\$320,621		\$13,455		
Amount Uncompleted	\$241,840		\$13,455		
Subcontractor	APRM				
Type of Work	Thermo				
Subcontract Price	\$32,411				
Amount Uncompleted	\$32,411				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Add					
Total Uncompleted	\$1,897,891	\$32,941	\$111,994	\$0	\$48,698

I, being duly sworn, do hereby declare this statement is a true and correct statement relating to ALL uncompleted contracts of my organization for Federal, State, County, City and private work, including ALL subcontract work. ALL pending line items not yet awarded or accepted and ALL estimated completion dates.

Officer or Director

Jonathan Gallagher

Title

Vice-President

Signature

Date

4/9/2026

Company

Gallagher Asphalt Corporation

Address

18100 South Indiana Avenue

City

Thornton

Zip Code

60441

☐

Add pages for additional contracts

Subscribed and sworn before me

this **9** day of **April**, 2026

(Signature of Notary Public)

My Commission expires

(Notary Seal)



Illinois Department of Transportation

Affidavit of Availability

For the Letting of 4/24/2026

Print Form

Reset Form



Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, IL 62764

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I: Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number	47th St SOG Expansion	Oakland Ave	YMCA Shorewood	62X58	61L87	
Contract With	Dyer/Norfolk Southern Railroad	Scanlon Excavating	Narvick	IDOT	IDOT	
Estimated Completion Date	Apr-26	Apr-26	May-26	May-26	Aug-26	
Total Contract Price	\$2,381,232	\$664,077	\$618,438	\$538,213	\$902,962	
Uncompleted Dollar Value if Firm is the Prime Contractor				\$538,213	\$902,962	\$16,997,094
Uncompleted Dollar Value if Firm is the Subcontractor	\$179,435	\$664,077	\$141,295			\$2,049,581
Total Value of All Work						\$19,046,685

Part II: Awards Pending

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork				\$8,034		\$2,392,630
Portland Cement Concrete Paving						\$0
HMA Plant Mix	\$63,467	\$307,553	\$78,693	\$284,022	\$348,581	\$8,331,295
HMA Paving						\$0
Clean & Seal Cracks/Joints						\$0
Aggregate Bases, Surfaces				\$11,088	\$2,575	\$1,348,972
Highway, R.R., Waterway Struc.						\$0
Drainage				\$1,450	\$33,606	\$142,855
Electrical						\$0
Cover and Seal Costs						\$0
Concrete Construction	\$115,968	\$299,379	\$43,602		\$249,157	\$1,356,361
Landscaping						\$0
Fencing						\$0
Guardrail						\$0
Painting						\$0
Signing						\$0
Cold Milling, Planning, Rotomilling		\$57,145		\$79,770	\$65,080	\$1,494,047
Demolition						\$0
Pavement Markings (Paint)					\$47	\$19,773
Other Construction (Mob/Misc)			\$21,000	\$34,762	\$73,499	\$1,102,797
Other Construction (Traffic Control)						\$35,041
Other Construction (Hot-In-Place)						\$0
Other Construction (List)						\$0
Totals	\$179,435	\$664,077	\$141,295	\$419,146	\$772,444	\$16,223,771

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor				Evergreen	Pending
Type of Work				LJS	Traffic/Striping
Subcontract Price				\$22,751	\$59,946
Amount Uncompleted				\$22,751	\$59,946
Subcontractor				APRM	Pending
Type of Work				Thermo/Traffic	Landscape
Subcontract Price				\$58,212	\$35,512
Amount Uncompleted				\$58,212	\$35,512
Subcontractor				H&H Electric	Pending
Type of Work				Electric	Environmental
Subcontract Price				\$18,189	\$17,356
Amount Uncompleted				\$18,189	\$17,356
Subcontractor				Northern	Pending
Type of Work				Guardrail	Etc
Subcontract Price				\$8,115	\$11,614
Amount Uncompleted				\$8,115	\$11,614
Subcontractor				Tierra	Pending
Type of Work				SWR Cleaning	Tree
Subcontract Price				\$11,800	\$6,080
Amount Uncompleted				\$11,800	\$6,080
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Add					
Total Uncompleted	\$0	\$0	\$0	\$119,067	\$130,518

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Officer or Director

Jonathan Gallagher

Title

Vice-President

Signature

Date

4/9/2026

Company

Gallagher Asphalt Corporation

Address

18100 South Indiana Avenue

City

Zip Code

Thornton

IL

60441

Subscribed and sworn before me

this _____ day of _____

(Signature of Notary Public)

My Commission expires _____

(Notary Seal)

☐

Add pages for additional contracts



**Illinois Department
of Transportation**

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, IL 62764

Affidavit of Availability

For the Letting of 4/24/2026

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Part I: Work Under Contract

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	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number	62R69	62P44	61L27	863	Pending	
Contract With	IDOT	Long	IDOT	Morgan Harbour	Knife River	
Estimated Completion Date	May-26	Jul-26	May-26	May-26	Aug-26	
Total Contract Price	\$1,015,841	\$195,548	\$592,913	\$582,049	\$994,194	
Uncompleted Dollar Value if Firm is the Prime Contractor	\$82,198		\$32,158			\$17,111,440
Uncompleted Dollar Value if Firm is the Subcontractor		\$123,406		\$18,553	\$994,194	\$3,185,734
Total Value of All Work						\$20,297,174

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork						\$2,392,630
Portland Cement Concrete Paving						\$0
HMA Plant Mix		\$117,648		\$1,053		\$8,451,996
HMA Paving						\$0
Clean & Seal Cracks/Joints						\$0
Aggregate Bases, Surfaces						\$0
Highway, R.R., Waterway Struc.						\$1,348,972
Drainage						\$0
Electrical						\$142,855
Cover and Seal Coats						\$0
Concrete Construction						\$0
Landscaping						\$1,356,361
Fencing						\$0
Guardrail						\$0
Painting						\$0
Signing						\$0
Cold Milling, Planing, Rotomilling		\$5,758				\$1,499,805
Demolition						\$0
Pavement Markings (Paint)			\$2,297	\$15,500		\$37,570
Other Construction (Mob/Misc)			\$4,090			\$1,106,887
Other Construction (Traffic Control)						\$35,041
Other Construction (Hot-In-Place)						\$994,194
Other Construction (List)						\$0
Totals	\$0	\$123,406	\$8,387	\$18,553	\$994,194	\$17,366,311

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center

Printed 4/9/2026

Page 7 of 12

BC57 (Rev 03/02/20)

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor	H&H Electric		APRM		
Type of Work	Electric		Thermo/Traffic		
Subcontract Price	\$66,768		\$19,189		
Amount Uncompleted			\$9,861		
Subcontractor	J&J Newell		D&R Env		
Type of Work	Concrete & Swr		Testing		
Subcontract Price	\$29,335		\$9,425		
Amount Uncompleted					
Subcontractor	Centrury Asphalt		Ray Edwards		
Type of Work	Aggregate		Swr		
Subcontract Price	\$24,839		\$63,566		
Amount Uncompleted					
Subcontractor	D&R Enviro		Rosawood		
Type of Work	COOD Test		Landscape		
Subcontract Price	\$13,500		\$48,021		
Amount Uncompleted			\$15,910		
Subcontractor	Tric Grl Corp		United Enterprise		
Type of Work	Tric & Thermo		Concrete		
Subcontract Price	\$88,788		\$29,209		
Amount Uncompleted	\$32,499				
Subcontractor	Everlast Equip		T&D		
Type of Work	HMA Patching		LIS		
Subcontract Price	\$76,340		\$15,687		
Amount Uncompleted					
Subcontractor	Shapiro Landsc				
Type of Work	Landscape				
Subcontract Price	\$7,418				
Amount Uncompleted					
Subcontractor	Allegro				
Type of Work	AS				
Subcontract Price	\$33,522				
Amount Uncompleted					
Total Uncompleted	\$82,198	\$0	\$25,771	\$0	\$0

I, being duly sworn, do hereby declare the above is a true and correct statement relating to ALL subcontracted contracts of the project for Federal, State, County, City and public work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Officer or Director

Jonathan Gallagher

Title

Vice-President

Signature

Date

4/9/2026

Company

Gallagher Asphalt Corporation

Address

18100 South Indiana Avenue

City

Zip Code

Thornton

IL

60441

Subscribed and sworn before me

this **14th** day of **April** **2026**

(Signature of Notary Public)

My Commission expires

(Notary Seal)

☐ Add pages for additional contracts



Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, IL 62764

Affidavit of Availability

For the Letting of 4/24/2026

Print Form

Reset Form



Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number	80B19	80B34	24-00079-00-PV	25-R0455		
Contract With	IDOT	IDOT	Romeoville	Village of South Holland		
Estimated Completion Date	Jun-26	Jun-26	Sep-26	Aug-26		
Total Contract Price	\$959,777	\$977,777	\$2,469,331	\$4,194,017		
Uncompleted Dollar Value if Firm is the Prime Contractor	\$959,777	\$977,777	\$2,469,331	\$4,194,017		\$25,712,342
Uncompleted Dollar Value if Firm is the Subcontractor						\$3,185,734
Total Value of All Work						\$28,898,076

Part II. Awards Pending and

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork	\$2,680	\$6,060	\$299,400	\$315,885		\$3,016,635
Portland Cement Concrete Paving						\$0
HMA Plant Mix	\$506,085	\$415,353	\$1,038,594	\$304,477		\$10,716,505
HMA Paving						\$0
Clean & Seal Cracks/Joints						\$0
Aggregate Bases, Surfaces		\$11,917	\$201,287	\$179,674		\$1,741,750
Highway, R.R., Waterway Struc.						\$0
Drainage	\$17,062	\$3,700	\$47,250			\$210,867
Electrical						\$0
Cover and Seal Coats						\$0
Concrete Construction	\$84,216	\$166,744	\$409,855	\$488,427		\$2,505,803
Landscaping				\$5,760		\$5,760
Fencing						\$0
Guardrail						\$0
Painting						\$0
Signing						\$0
Cold Milling, Planning, Rotomilling	\$72,882	\$70,508	\$121,312	\$10,625		\$1,775,132
Demolition						\$0
Pavement Markings (Paint)				\$35,091		\$72,661
Other Construction (Mob/Misc)	\$67,332	\$87,218		\$248,600		\$1,490,037
Other Construction (Traffic Control)			\$30,000	\$2,718		\$67,759
Other Construction (Hot-In-Place)						\$994,194
Other Construction (List)						\$0
Totals	\$750,237	\$741,500	\$2,147,698	\$1,591,157	\$0	\$22,596,903

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid". This form has been approved by the State Forms Management Center.

Printed 4/9/2026

Page 9 of 12

BC57 (Rev. 03/02/20)

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor	APRM	TBD	TBD	Ollhoff Inc	
Type of Work	Thermo/Traffic	Traffic	Landscape	Underground/EXC	
Subcontract Price	\$45,805	\$23,672	\$32,760	\$2,209,117	
Amount Uncompleted	\$45,805	\$23,672	\$32,760	\$2,209,117	
Subcontractor	H&H Electric	H&H Electric	Precision	Northern Contracting	
Type of Work	Electric	Electric	Thermo	Fence	
Subcontract Price	\$96,861	\$140,912	\$12,222	\$67,188	
Amount Uncompleted	\$96,861	\$140,912	\$12,222	\$67,188	
Subcontractor	Integrity	Integrity	Ray Edwards	Excel Electric	
Type of Work	Testing	Testing	Underground	Electric	
Subcontract Price	\$8,025	\$10,250	\$274,367	\$326,555	
Amount Uncompleted	\$8,025	\$10,250	\$274,367	\$326,555	
Subcontractor	TBD	ASE Illum	TBD		
Type of Work	Landscape	Landscape	Tree Removal		
Subcontract Price	\$8,768	\$2,915	\$2,284		
Amount Uncompleted	\$8,768	\$2,915	\$2,284		
Subcontractor	TBD	Precision			
Type of Work	Sewer Cleaning	Thermo			
Subcontract Price	\$10,999	\$26,834			
Amount Uncompleted	\$10,999	\$26,834			
Subcontractor	TBD	TBD			
Type of Work	LIS	Sewer Cleaning			
Subcontract Price	\$39,082	\$4,040			
Amount Uncompleted	\$39,082	\$4,040			
Subcontractor		TBD			
Type of Work		LIS			
Subcontract Price		\$27,654			
Amount Uncompleted		\$27,654			
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Add					
Total Uncompleted	\$209,540	\$236,277	\$321,633	\$2,602,860	\$0

Notary

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Officer or Director

Jonathan Gallagher

Title

Vice-President

Signature

Date

4/9/2026

Company

Gallagher Asphalt Corporation

Address

18100 South Indiana Avenue

City

Thornton

Zip Code

IL**60441**

Subscribed and sworn before me

this day of

(Signature of Notary Public)

My Commission expires

(Notary Seal)

☐

Add pages for additional contracts

Printed

4/9/2026

Page 10 of 12

BC57 (Rev 03/02/20)



Illinois Department of Transportation

Affidavit of Availability

For the Letting of 4/24/2026

Print Form

Reset Form



Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, IL 62764

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number	25-00042-00-RS	2600221GAL00501				
Contract With	Village of Burnham	Pepper/Ujamaa				
Estimated Completion Date	Jul-26	Aug-26				
Total Contract Price	\$226,492	\$1,024,310				
Uncompleted Dollar Value if Firm is the Prime Contractor	\$226,492	\$1,024,310				\$26,963,144
Uncompleted Dollar Value if Firm is the Subcontractor						\$3,185,734
Total Value of All Work						\$30,148,878

Part II. Awards Pending

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork	\$12,800					\$3,029,235
Portland Cement Concrete Paving						\$0
HMA Plant Mix	\$107,321	\$979,857				\$11,803,683
HMA Paving						\$0
Clean & Seal Cracks/Joints						\$0
Aggregate Bases, Surfaces	\$11,803					\$1,759,553
Highway, R.R., Waterway Struc.						\$0
Drainage	\$16,950					\$220,917
Electrical						\$0
Cover and Seal Coats						\$0
Concrete Construction	\$42,215					\$2,547,818
Landscaping	\$8,750					\$12,510
Fencing						\$0
Guardrail						\$0
Painting						\$0
Signing						\$0
Cold Milling, Planning, Rotomilling	\$27,353					\$1,802,485
Demolition						\$0
Pavement Markings (Paint)	\$9,400					\$75,061
Other Construction (List)						\$1,490,037
Other Construction (List)						\$67,759
Other Construction (List)						\$994,194
Other Construction (List)						\$0
Totals	\$226,492	\$979,857	\$0	\$0	\$0	\$23,803,252

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Printed 4/9/2026

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Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor		JCNC			
Type of Work		Striping			
Subcontract Price		\$44,453			
Amount Uncompleted		\$44,453			
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
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Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Add					
Total Uncompleted	\$0	\$44,453	\$0	\$0	\$0

I, being duly sworn, do hereby declare this statement is a true and correct statement relating to ALL anticipated contracts of the project and for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded contracts and ALL estimated completion dates.

Officer or Director

Jonathan Gallagher

Title

Vice-President

Signature

Date

4/9/2026

Company

Gallagher Asphalt Corporation

Address

18100 South Indiana Avenue

City

Thornton

Zip Code

60441

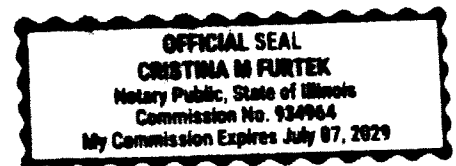
Subscribed and sworn before me

this 9th day of April, 2026

Cristina M. Furtek

(Signature of Notary Public)

My Commission expires 7/7/2029



(Notary Seal)

☐ Add pages for additional contracts



Date: 3/3/2026

LEGEND

— Road



0 0.5
Miles



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 6/8/2026

SUBMITTED BY: Elisa Williams

DEPARTMENT: Finance

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Budget Amendment - Recycle-in-Place Project (pg 175)

STRATEGIC PLAN GOAL / STRATEGY

12.5 Ensure fiscal discipline and responsible stewardship of public resources

FINANCIAL IMPACT

Award To:

Amount of Request/Contract:

Amount Budgeted:

Funding Source/Account:

PROJECT TIMELINE

Estimated Start Date

Estimated End Date

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:

Date:

Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 4038

BACKGROUND / JUSTIFICATION

The City Council desires to enter into a contract with Gallagher Asphalt Corporation for the Recycle-In-Place project. The FY2025 Capital budget included a Curb Project and a Street Preservation Project. Each of those projects was completed at less than the budgeted amount. Those excess funds are currently available in the Transportation Available Fund Balance. In order to enter into the contract with Gallagher Asphalt Corporation, it is necessary to amend the FY 2026 Transportation Budget.

BILL 4038**ORDINANCE****"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE FISCAL YEAR 2026 CAPITAL BUDGET, FOR THE RECYCLE-IN-PLACE PROJECT NUMBER 26-505-201 IN THE AMOUNT OF \$525,000."**

WHEREAS, the FY2025 Curb Project and the FY2025 Street Preservation Project completed at less than the budgeted amount and those funds are now included in available fund balance in the Transportation Fund; and,

WHEREAS, the City Council has desired to enter into a contract with Gallagher Asphalt Corporation for the Recycle-in-Place project; and,

WHEREAS, a budget amendment in Fund 36 of the FY26 Capital Budget is required for this contract.

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

Section 1. The City Manager is directed to amend the FY 2026 Budget to reflect the following:

Fund	Budgeted	Amended	Change
Transp Fund (36)	\$4,939,600	\$525,000	\$5,464,600

Section 2. 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 3. 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 8TH DAY OF JUNE, 2026.

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 22ND DAY OF JUNE, 2026, BY THE FOLLOWING VOTE:**

Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember McDonald
Councilmember Roe

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 6/8/2026

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks and Recreation

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - Good Parkway South Trail Design (pg 179)

STRATEGIC PLAN GOAL / STRATEGY

Goal 7.2 Develop and maintain parks and facilities that sustain a diverse variety of recreational opportunities for the enjoyment of all residents.

FINANCIAL IMPACT

Award To:	George Butler Associates, Inc.
Amount of Request/Contract:	\$89,462.00
Amount Budgeted:	\$3,439,602.80 (Total Trails Funding)
Funding Source/Account:	Special Obligation Park Trails - 47-00-8430-0000

PROJECT TIMELINE

Estimated Start Date
6/23/2026

Estimated End Date

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks and Recreation Board
Date:	4-28-26
Action/Vote:	7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 4034
2. Contract
3. GBA Qualifications

BACKGROUND / JUSTIFICATION

This project is the redesign of the south section of the Good Parkway trail system. Significant portions of the trail and water crossings are compromised due to the FEMA flood plain in the area. The project design will include relocating portions of the trail and providing a solution to cross the creek while including ADA-compliant trail heads.

Six proposals were received and determined responsive. A team of six city staff members from the Parks & Recreation Department, Engineering Division, and Development Services Department reviewed all proposals, with George Butler Associates being selected as the best, most responsive proposal. Staff recommends award of contract.

BILL 4034**ORDINANCE**

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING A CONTRACT WITH GEORGE BUTLER ASSOCIATES, INC. IN THE TOTAL AMOUNT OF \$89,462.00 FOR THE DESIGN AND CONSTRUCTION OVERSIGHT OF THE GOOD PARKWAY SOUTH TRAIL."

WHEREAS, the Parks and Recreation Board has approved the redesign of the south section of the Good Parkway Trail; and,

WHEREAS, the City Council has approved a special obligation bond for the improvements to the parks trail system; and,

WHEREAS, City staff reviewed the qualifications of six firms for the design of the Good Parkway South Trail and found that George Butler Associates 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 8TH DAY OF JUNE, 2026.

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 22ND DAY OF JUNE, 2026, BY THE FOLLOWING VOTE:**

Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember McDonald
Councilmember Roe

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR PROFESSIONAL SERVICES

Good Parkway South Trail Improvements

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 22nd day of June, 2026 between George Butler Associates, Inc., an entity organized and existing under the laws of the State of Kansas, with its principal office located at 9801 Renner Blvd., Lenexa KS, 66219, 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 June 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 #26-449-208 Design 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 # 26-449-208 Design

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, \$89,462.00 which is "not to exceed" eighty-nine thousand, four hundred and sixty-two 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)

(CONSULTANT'S NAME)

By: _____

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 Finance Director will designate his/her authorized representatives in writing. Both the City of Raymore and the Consultant must approve any changes to the contract in writing.

B. *Contract Period*

Award of this contract is anticipated prior to the end of May/June 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*

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.

QUALIFICATION FORM A

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Jim Schuessler having authority to act on behalf of (Company name) George Butler Associates, Inc. do hereby acknowledge that (Company name) George Butler 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: George Butler Associates, Inc.

ADDRESS: 9801 Renner BLVD
Street

ADDRESS: Lenexa KS 66219
City State Zip

PHONE: 913.492.0400

E-MAIL: _____

DATE: 04/14/2026
(Month-Day-Year)

 Associate
Signature of Officer/Title

DATE: 04/14/2026
(Month-Day-Year)

 Vice President
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

**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

7. 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.

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

☐ Yes ☒ No If yes, provide details in an attachment.

Required Representations

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

1. The Firm 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 26-449-208 Design

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	GBA
ADDRESS	Riverwalk and Katy Trail in St. Charles, MO
CONTACT PERSON	Jonathan Silver
CONTACT EMAIL	jonathan.silver@stcharlescitymo.gov
TELEPHONE NUMBER	636.949.3241
PROJECT, AMOUNT AND DATE COMPLETED	\$731,916 (design cost) Under Construction (complete in 2026)

COMPANY NAME	GBA
ADDRESS	300 S Main St, Kansas City, MO 64152
CONTACT PERSON	Brittanie Propes
CONTACT EMAIL	bpropoes@parkvillemo.gov
TELEPHONE NUMBER	816.401.0167
PROJECT, AMOUNT AND DATE COMPLETED	\$72K (design cost) Ongoing (complete in 2026)

COMPANY NAME	GBA
ADDRESS	11125 Johnson Dr, Shawnee, KS 66203
CONTACT PERSON	Lauren Grashoff
CONTACT EMAIL	lgrashoff@cityofshawnee.org
TELEPHONE NUMBER	913.742.6230
PROJECT, AMOUNT AND DATE COMPLETED	\$700k Completed in July 2025

COMPANY NAME	GBA
ADDRESS	901 Van Brunt Blvd, Kansas City, MO 64127
CONTACT PERSON	Chris Cotten
CONTACT EMAIL	Christopher.Cotten@kcmo.org
TELEPHONE NUMBER	816.513.7500
PROJECT, AMOUNT AND DATE COMPLETED	\$3M Completed in June 2025

COMPANY NAME	GBA
ADDRESS	City of Kearney, MO
CONTACT PERSON	Shelie Daniel
CONTACT EMAIL	sdaniel@kearney.mo.us
TELEPHONE NUMBER	816.628.4142
PROJECT, AMOUNT AND DATE COMPLETED	\$99k (design cost) Ongoing (complete in 2026)

State the number of Years in Business: 57 years

State the current number of personnel on staff: 604

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 Laurie Cybulski, who, being duly sworn, states on his oath or affirmation as follows:

Name/Consultant: Laurie Cybulski, Director of Human Resources

Company: GBA GEORGE BUTLER ASSOCIATES, INC.

Address: 9801 Renner Blvd, Lenexa, KS 66219

- 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 #26-449-208

- Design
- 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.

(Company Name) GEORGE BUTLER ASSOCIATES, Inc.

Laurie Cybulski

Signature

Name: Laurie Cybulski

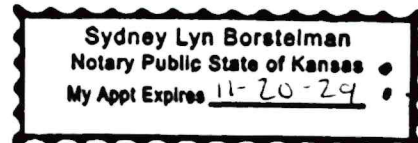
Title: Director of Human Resources

Subscribed and sworn to before me this 14 day of April, 2026.

STATE OF KANSAS COUNTY OF JOHNSON

Notary Public: Sydney Borstelmann

My Commission Expires: 11-20-29



Sydney Borstelmann

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: 168705

Approved by:

Employer George Butler Associates, Inc.	
Name (Please Type or Print) Michelle Beretta	Title
Signature Electronically Signed	Date 12/04/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 12/04/2008

Company ID Number: 168705

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	George Butler Associates, Inc.
Company Facility Address	9801 Renner Blvd. Lenexa, KS 66219
Company Alternate Address	
County or Parish	JOHNSON
Employer Identification Number	430919641
North American Industry Classification Systems Code	541
Parent Company	George Butler Associates, Inc.
Number of Employees	100 to 499
Number of Sites Verified for	7

Company ID Number: 168705

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

COLORADO	1 site(s)
ILLINOIS	1 site(s)
KANSAS	1 site(s)
MISSOURI	2 site(s)
NEBRASKA	1 site(s)
TEXAS	1 site(s)

Company ID Number: 168705

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

Name Wendee Woodson
Phone Number (913) 577 - 8230
Fax Number (913) 577 - 8306
Email Address wwoodson@gbateam.com

Name Laurie L Cybulski
Phone Number (913) 577 - 8358
Fax Number (913) 577 - 8306
Email Address lcybulski@gbateam.com

Company ID Number: 168705

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QUOTE FORM D

Fee

Cost, complete to provide professional services as outlined in RFQu # 26-449-208 Design.

Total Cost: \$ 89,462

George Butler Associates, Inc
COMPANY NAME

Please submit 'Quote Form D' in a separate sealed envelope labeled:

Form D - Quote
RFQu: 26-449-208 Design
Good Parkway South Trail Improvements
Firm Name



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 5/28/2026

SUBMITTED BY: Trent Salsbury

DEPARTMENT: Public Works

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - Good Ranch Watershed Evaluation (pg 207)

STRATEGIC PLAN GOAL / STRATEGY

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

FINANCIAL IMPACT

Award To: George Butler Associates, Inc.

Amount of Request/Contract: \$86,316.00

Amount Budgeted: \$86,316.00

Funding Source/Account:

PROJECT TIMELINE

Estimated Start Date
7/6/2026

Estimated End Date
1/1/2027

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:

Date:

Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 4040
2. Contract
3. Scope of Services

BACKGROUND / JUSTIFICATION

This item was brought to the City Council in work session on May 18, 2026. This project will evaluate the Good Ranch Watershed from approximately 58 Highway to Hubach Hill Road. This evaluation is primarily targeted at assessing existing flooding conditions and identifying potential mitigation opportunities. Included in this is the evaluation of future land use development along the Dean Avenue Corridor.

Staff recommends award of contract to George Butler Associates, Inc. in the amount of \$86,316.00 for the evaluation of the Good Ranch Watershed.

BILL 4040

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING A CONTRACT WITH GEORGE BUTLER ASSOCIATES, INC. IN THE TOTAL AMOUNT OF \$86,316.00 FOR THE EVALUATION OF THE GOOD RANCH WATERSHED."

WHEREAS, the City Council was briefed on this project at the work session on May 18, 2026; and,

WHEREAS, staff has determined the need to have the Good Ranch Watershed evaluated; and,

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 8TH DAY OF JUNE, 2026.

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 22ND DAY OF JUNE, 2026, BY THE FOLLOWING VOTE:**

Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember McDonald
Councilmember Roe

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR PROFESSIONAL SERVICES

Good Ranch Watershed Evaluation

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 22nd day of June, 2026 between George Butler Associates, Inc., an entity organized and existing under the laws of the State of Kansas, with its principal office located at 9801 Renner Blvd., Lenexa KS, 66219, 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 June 22, 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 submitted proposal 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 the contract 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, \$86,316.00 which is "not to exceed" eighty-six thousand, three hundred and sixteen 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)

GEORGE BUTLER ASSOCIATES, INC.

By: _____

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 Finance Director will designate his/her authorized representatives in writing. Both the City of Raymore and the Consultant must approve any changes to the contract in writing.

B. *Contract Period*

Award of this contract is anticipated prior to the end of May/June 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*

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.

5/27/2026

Trent Salsbury
City of Raymore
100 Municipal Circle
Raymore, MO 64083

SUBJECT: Good Parkway Trail Watershed Evaluation

City of Raymore,

George Butler Associates Inc. (Consultant/GBA) is pleased to submit this proposal setting forth environmental planning services to be provide a watershed evaluation of the Good Ranch watershed in Raymore, MO. GBA will provide the following Scope of Services to the City of Raymore (Client). Please use this information to support contracting.

PROJECT DESCRIPTION

GBA will perform a watershed evaluation for the Good Parkway Trail project area to assess existing flooding conditions and identify potential mitigation opportunities. See attached **Exhibit A**. Services will include project management, coordination meetings, collection and review of existing reports, as-built plans, utility records, GIS data, and FEMA floodplain information. Field investigations will be completed to evaluate detention basins, culvert crossings, and visible infrastructure within the floodplain. GBA will develop and evaluate hydrologic and hydraulic models for the North Fork of East Creek Tributary watershed using HEC-HMS and HEC-RAS Software to analyze existing conditions, FEMA floodplain impacts, and potential future development scenarios. The study will also include concept-level evaluation of potential flood reduction improvements and associated planning-level costs.

Upon completion of the analysis, GBA will prepare a technical memorandum summarizing the study methodology, findings, modeling results, and recommendations. Deliverables will include GIS-based mapping comparing FEMA floodplain limits with modeled conditions and identifying impacted infrastructure within the study area. The project also includes a review meeting with the City to discuss findings and recommendations. Optional services may include an erosion assessment of the North Fork of East Creek Tributary to evaluate stream stability, identify infrastructure at risk from erosion, and develop conceptual stabilization solutions with planning-level construction cost estimates.

This proposal is intended to cover a watershed evaluation for the proposed scope of work as further defined in the following Scope of Services. GBA proposes to support this effort by providing environmental analysis, civil and structural engineering, landscape architecture and land surveying services for the project.

I. SCOPE OF SERVICES

The following Task Series describe the Basic Scope of Services to be provided by the GBA under the Project.

TASK SERIES 100 - PROJECT MANAGEMENT AND ADMINISTRATION

The purpose of Project Management and Administration will be to manage, direct, and oversee each element of Basic Services identified herein and subcontractors employed by the GBA in completion of the Work. The following management activities will be provided by GBA.

Task 101 Project Kickoff Meeting

After NTP is given by CITY, GBA shall organize and conduct a Project Kickoff meeting in-person with the CITY to review and establish project goals, lines of communication, project procedures, the proposed work plan, and other logistics of project execution, including anticipated project schedule and content of subsequent monthly progress meetings. Kickoff meeting will be two (2) hours long including travel time and will be attended by three (3) people from GBA. GBA shall prepare and submit an agenda to CITY staff prior to the meeting and prepare and distribute meeting minutes after the meeting.

Task 102 Progress Meetings (2 meetings)

Participate in up to two (2) progress meetings with CITY, held virtually via Microsoft Teams, to provide updates on work progress, budget and schedule status, current issues, variances in the potential scope of work. Project meetings shall be one (1) hour long and will be attended by up to three (3) representatives from the GBA. Anticipated future activities and CITY action items shall be discussed. GBA shall prepare and submit an agenda to CITY prior to each meeting and prepare/distribute meeting minutes.

TASK SERIES 200 - FIELD INVESTIGATION AND H&H EVALUATION

Task 201 Collect Existing Reports and As-Built Documents

GBA shall obtain and review all reasonably available existing reports, studies, and record documents relevant to the project area from the City and other applicable agencies. This effort shall include, but not be limited to:

- As-built drawings and record plans (civil, roadway, drainage, utilities, and structures)
- Previous engineering reports, studies, and design documents
- Record utility information (water, wastewater, storm sewer, franchise utilities, etc.)
- Survey records, plats, right-of-way maps, and easement documents
- GIS data, mapping files, and available digital records
- Maintenance records, inspection reports, and relevant historical data

The Consultant will coordinate with City staff to identify available resources and facilitate data transfer, including access to digital archives and physical records where necessary.

All collected materials will be reviewed for relevance, completeness, and applicability to the project. The Consultant will document data gaps or inconsistencies identified during the review and incorporate the findings into subsequent project tasks.

The City will assist, as available, in providing access to existing information; however, completeness and accuracy of provided records are not guaranteed.

Task 202 Collect Existing FEMA Data

GBA shall obtain and review available Federal Emergency Management Agency (FEMA) floodplain data applicable to the project area. This effort shall include, but not be limited to:

- Effective Flood Insurance Rate Maps (FIRMs)
- Flood Insurance Study (FIS) reports and associated profiles
- Digital Flood Insurance Rate Map (DFIRM) data and GIS shapefiles
- Base Flood Elevations (BFEs), floodway boundaries, and regulatory floodplain limits
- Letters of Map Amendment (LOMAs), Letters of Map Revision (LOMRs), and Conditional Letters (CLOMRs), if applicable
- Available preliminary or pending FEMA floodplain mapping updates

The Consultant shall coordinate with FEMA, the City, and other relevant agencies to obtain the most current and applicable data, including access through the FEMA Map Service Center and other available data repositories.

Collected floodplain information will be reviewed to confirm its applicability to the project and identify any discrepancies between mapped floodplain limits and existing site conditions. Any data gaps, conflicts, or limitations identified during the review will be documented and considered in subsequent analyses and design.

The City will assist, as available, in providing locally maintained floodplain information; however, the completeness and accuracy of all FEMA data are subject to FEMA's published records.

Task 203 Area 1 Existing Zone AE North Fork of East Creek Tributary (Between Lucy Webb Rd and N Cass Trfwy)

1. Field Work
 - (a) Visual assessment of existing detention basins (maximum of five (5))
 - (b) Locate visible infrastructure within existing floodplain (i.e. fences, gardens, landscaping)
2. Hydrology Modeling
 - (c) Develop a HEC-HMS model based on current conditions of the watershed. This will include accounting for storage of up to 5 detention basins in the upper watershed based on the as-built drawings and results of visual assessment, as well as any relevant information provided in reports collected in Task Series 200. Data will include rainfall events used in the FEMA modeling (100-year, 24 hour storm); recommended APWA storm (6-hour; 100-year); and up to 1 recent measured storm event. Includes concept level modeling and costs of potential solutions.
3. Future Development Study
 - (a) Update HEC-HMS model to represent potential future development areas, specifically to account for any planned or conceptual development along I-49, or along the currently undeveloped western limits of the watershed. GBA will base proposed conditions on information and estimated increase in impervious area provided by the City. This analysis will also include evaluation of one (1) recommended solution to reduce flooding impacts, if necessary.

4. Hydraulic Modeling

- (a) Modeling will use the FEMA or SEMA provided HEC-RAS model as is. Assume no significant changes to the area since development of the 2013 FIRM (no LOMRs listed on FEMA library).

Task 204 Area 2 - Zone A reaches, North Fork East Creek Tributary and 2 tributary reaches (North of Lucy Webb Rd)

1. Field Work

- (a) Collect dimensions and flowline data for up to four (4) culvert crossings for model development of the Zone A reaches.

2. Hydraulic Modeling

- (a) Develop new HEC-RAS models based on available LiDAR from MSDIS. Incorporate data collected in the field to model impacts of culverts.

TASK SERIES 300 - EROSION ASSESSMENT

Task 301 Erosion Assessment of North Fork of East Creek Tributary

1. Field Work

- (a) Collect high bank elevations at up to 5 cross sections along the study reach (main stem of North Fork East Creek Tributary). Survey up to one cross section and collect bed material data to establish streambed particle size and gradations. Survey the streambed to establish channel slope. The intent of the field survey is to collect enough data to determine how the stream has departed from a stable condition and determine if the erosion is severe, if it will continue in that direction, or if the stream has reached a stable state and the erosion will slow down or stop. Establish locations using GPS survey equipment to enable team to produce exhibit for TM.

- (b) Identify areas where public or private infrastructure is at risk due to erosion. Establish locations using GPS survey equipment to enable team to produce exhibit for TM.

2. Data Analysis and Summary of Results

- (a) Analyze data using Rivermorph software and compare to published data of stable streams to determine existing conditions and likelihood and possible extents of future erosion.
- (b) Develop concept solutions with concept level construction costs for critical areas along the reach.

TASK SERIES 400 - SUMMARY OF FINDINGS & RECOMMENDATIONS

Task 401 Develop Technical Memorandum

GBA shall prepare a technical memorandum (TM) documenting the objectives, approach, analyses, and significant findings, and hydrologic and hydraulic performance within the project area as compared to existing FEMA documents. The technical memorandum will present a clear and organized summary of the work completed, including data collection, field reconnaissance observations, and the development and application of hydrologic and hydraulic models.

The memorandum will also include a GIS based map comparing modeling results for FEMA floodplain and identifying infrastructure located within the flood boundaries.

Task 402 Findings Review Meeting

Conduct one (1) meeting with the City and up to three (3) members of the engineering team to discuss the TM, City review comments, and any revisions needed to meet the defined objective of the study.

II. CITY'S RESPONSIBILITIES

CITY will furnish, as required by Basic Services and not at the expense of the GBA, the following items:

- A. Provide available information pertinent to the assignment, including GIS data, previous reports, record drawings, specifications, and any other data relative thereto. Provide said information within 14 calendar days of receipt of a written request by GBA.
- B. CITY's Project Manager will coordinate meetings between CITY staff and the GBA.

III. ASSUMPTIONS

1. FEMA or SEMA will provide a detailed hydraulic model for the Zone AE reaches discussed in the scope of services. GBA assumes the models received will be adequate for use in this study and no significant updates will be needed.
2. City to provide access to private stormwater facilities for inspections.
3. Planning will be prepared and submitted as outlined in "Scope of Services". Any additional items other than as described above will be considered additional services and will require additional fees to be negotiated prior to the preparation of said additional work.
4. Proposal is based on attached Exhibit A. Deviation from this plan will require additional services.
5. Additional meetings, studies, exhibits, renderings, or other tasks requested by the Client will be considered additional services.

IV. ADDITIONAL SERVICES

- Modeling of the existing storm sewer system and connectivity to the stream network.
- Detailed design, analysis, and survey excluded unless explicitly included in scope of services.
- Because this is a study, no permitting or CLOMR/LOMR submittals will be included with this scope, though GBA will provide a list of permits required with the concept areas to inform the City prior to pursuing any design services.

- Master planning or site concepts and renderings
- Public meeting presentation or attendance
- Neighborhood meetings or public outreach services
- Quantities or cost estimates
- Geotechnical reports or studies

In the event the Client determines that the project limits should be adjusted, or if the scope of the Engineer's Services should be revised due to changes in the project size, complexity, completion schedule, character of construction, or for other reasons, or if the Engineer is requested to make revisions in drawings or contract documents prepared under this contract and previously approved by the Client, then such services of the Engineer shall be considered Additional Services. GBA can provide these services if required and/or requested by the Client. We will execute a separate agreement for these services.

V. SCHEDULE

We propose to complete this proposal within 6 months of notice to proceed.

VI. FEES AND BASIS OF PAYMENT

We propose to provide the services described above in the section entitled "Scope of Services" for a lump sum fee of \$86,316.00, plus expenses. Invoices will be submitted monthly for the work completed the previous month and will become due and payable within 30 days. Invoices will be based on the percentage of the work that has been completed at the time of invoicing. Expenses such as mileage, printing and delivery fees will be invoiced in addition to the fees noted and shall be reimbursed to GBA when expensed. These direct expenses shall be invoiced at our actual cost plus an allowance of ten (10) percent to cover administrative overhead.

FEE BREAKOUT:

TASK SERIES 100 - Project Management and Admin	\$	4,349.00
TASK SERIES 200 - Field Investigation and H&H Evaluation	\$	49,887.00
2.1 Collect Existing Reports and As-Built Docs	\$	3,286
2.2 Collect Existing FEMA Data	\$	1,453
2.3 Area 1 Existing Zone AE	\$	29,584
2.4 Area 2 Zone A Reaches	\$	15,564
TASK SERIES 300 - Erosion Assessment	\$	14,884.00
TASK SERIES 400 - Summary of Findings & Recommendations	\$	17,196.00
	\$	86,316.00 *

* Plus expenses



9801 Renner Boulevard
Lenexa, KS 66219

The services described in this letter, and the Consultant's compensation for said services have been proposed in anticipation of the orderly and continuous progress of the project through completion of construction. If delays occur due to reasons beyond the control of the Consultant, the time of performance of the Consultant shall be adjusted properly.

Thank you for your confidence in our firm and allowing us the opportunity to present this proposal. Should you have any questions or need additional information, please contact us.

Respectfully submitted,
GEORGE BUTLER ASSOCIATES, INC.

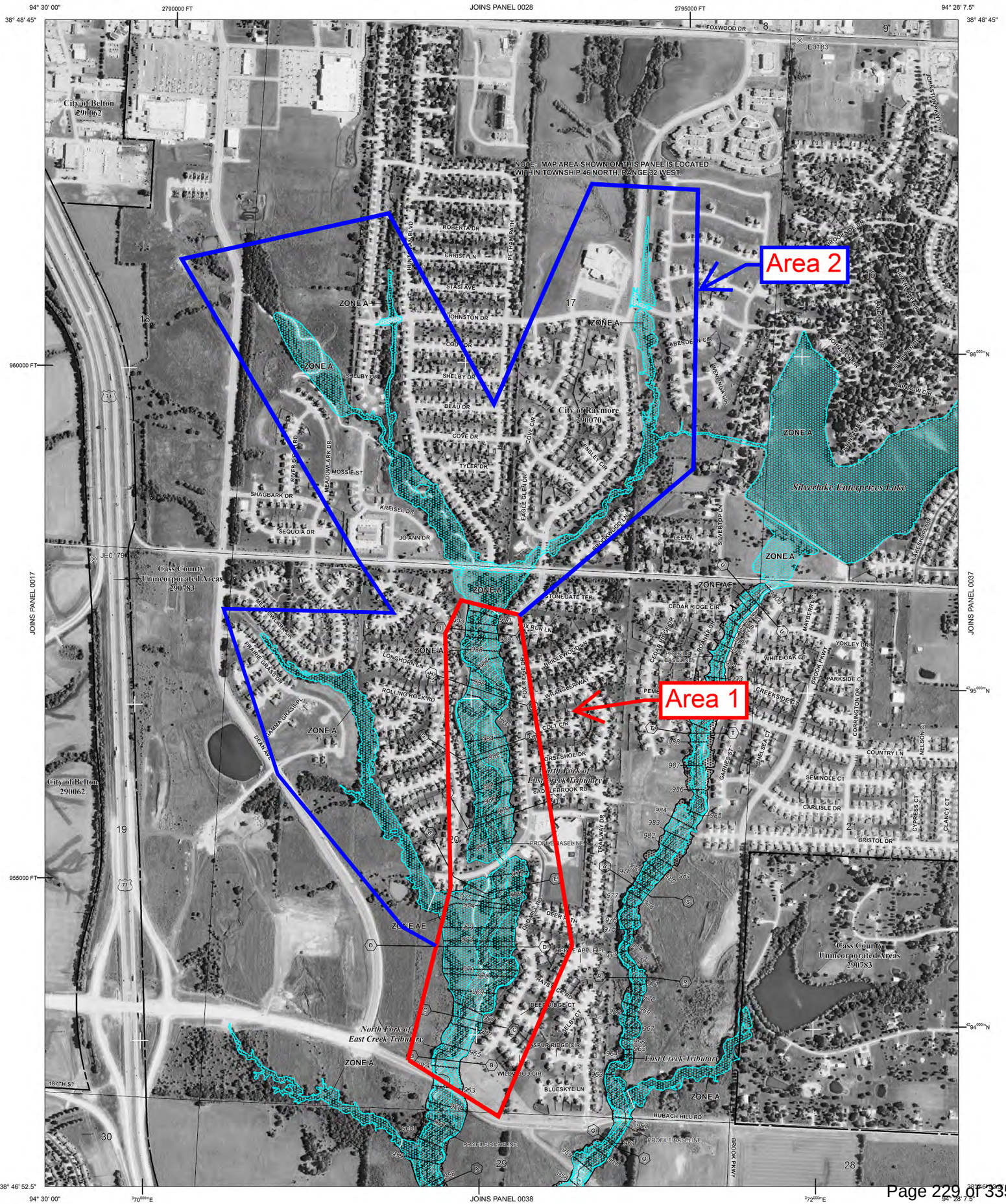
A handwritten signature in blue ink, reading 'Jim Schuessler'.

Jim Schuessler, FASLA
Project Manager / Landscape Architect

Attachments:

Exhibit A – Proposed Project Site

Exhibit A





CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE:

SUBMITTED BY: Trent Salsbury

DEPARTMENT: Public Works

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - Street Light Maintenance (pg 230)

STRATEGIC PLAN GOAL / STRATEGY

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

FINANCIAL IMPACT

Award To:	Custom Lighting Services LLC, dba Black & McDonald
Amount of Request/Contract:	\$88,200.00
Amount Budgeted:	\$182,364.00
Funding Source/Account:	

PROJECT TIMELINE

Estimated Start Date
6/22/2026

Estimated End Date
6/1/2027

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 4039
2. Contract

BACKGROUND / JUSTIFICATION

The City's network of streetlights requires regular maintenance. Staff issued a Request For Qualifications/Quote (RFQu) for these services. Two bids were received on April 29, 2026.

Custom Lighting Services LLC, dba Black and McDonald currently has the contract to service the streetlights in Raymore. The annual base cost is \$88,200.00 for streetlight maintenance, and remaining budgeted funds are for repairs and maintenance of additional streetlights added to the network.

Staff recommends award of contract to Black & McDonald for streetlight maintenance.

BILL 4039

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CUSTOM LIGHTING SERVICES LLC, DBA BLACK AND MCDONALD TO PROVIDE STREET LIGHT MAINTENANCE SERVICES."

WHEREAS, the City's network of streetlights requires regular maintenance and repairs; and,

WHEREAS, the staff publicly advertised and bid for Street Light Maintenance Services; and,

WHEREAS, Custom Lighting Services LLC, dba Black and McDonald has been determined to be a qualified, responsive and responsible firm for this engagement.

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

Section 1. The City Manager is hereby directed and authorized to enter into a contract with Custom Lighting Services LLC, dba Black and McDonald to provide Street Light Maintenance Services.

Section 2. The Mayor, City Manager, and City Clerk are hereby authorized to execute the contract hereto as Exhibit A for and on behalf of the City of Raymore.

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 8TH DAY OF JUNE, 2026.

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 22ND DAY OF JUNE, 2026, BY THE FOLLOWING VOTE:**

Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember McDonald
Councilmember Roe

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR PROFESSIONAL SERVICES

STREET LIGHT MAINTENANCE

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 22nd day of June, 2026 between Custom Lighting Services LLC, dba Black and McDonald, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 6900 Executive Dr. Kansas City, MO 64120, 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 June 22nd, 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 deliverables as specified in and according to the Request for Qualifications/Quote RFQu #26-005 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to the Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional

services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within RFQu #26-005 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 term of this Agreement shall be for one year and shall extend annually for four additional one year periods unless either party notifies the other party of its intent not to renew. 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 Contractor for services provided based upon the guaranteed pricing proposed in the Request for Proposal response submitted by the contractor and attached as Appendix A.

ARTICLE IV CONTRACT PAYMENT

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

The contractor will bill the City of Raymore in equal monthly installments for the number of street lights maintained. The contractor will monthly provide a list of addresses where services were performed to be verified by the Public Works Director

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.

The City of Raymore shall pay the Contractor within 30 days of receipt of invoice.

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

Payment for Supplemental Services performed under the Agreement. Upon substantial completion of a Supplemental Service by Contractor and acceptance by City of Raymore, Contractor shall submit an invoice for the full amount. The City of

Raymore agrees to pay the invoice in full within thirty (30) days of receipt of invoice.

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).

Contractor 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 shall designate a representative to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

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

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

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

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

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 email.

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

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 Appendix A specifications.

Contractor 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 Contractor 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 Contractor of such claim. If City fails to forward such notice to Contractor, it shall be deemed to have released Contractor from this warranty as to such claim.

ARTICLE X AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the Contractor 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. Contractor agrees that it has not relied upon any representations of Contractor as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

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

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

SEAL)

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

SEAL)

CUSTOM LIGHTING SERVICES LLC, DBA BLACK AND MCDONALD

By: _____

Title: _____

Attest: _____

Appendix A

Scope of Services

ANTICIPATED SCOPE OF SERVICES

The firm selected will be responsible for providing all professional services including but not limited to which shall include pole numbering on new or replacement streetlights, customer service/dispatch, night patrols, circuit breakers and photocells, and spot relamping. Items outside of the scope of streetlight maintenance services include, but are not limited to, underground cable repair and/or replacement, leaning poles and pole painting.

1. Survey

Contractor shall maintain their initial survey information that includes attributes relevant to location, condition, and type of pole. This information will be loaded into the CMM database, which will assist the City in complying with GASB34. Survey information and attributes shall be compatible with the City of Raymore's existing street light inventory.

(<https://raymore.maps.arcgis.com/apps/instant/basic/index.html?appid=b05e3fa868264037b5a549593ba813a6>)

2. Pole Numbering

Contractor shall include sequential pole numbering in the survey data referenced above. Any poles without numbers or numbers that are conflicting, shall be brought to the attention of the City of Raymore.

3. Customer Service/Dispatch

Contractor shall provide a twenty-four (24) hour customer service/dispatch phone line for lighting inquiries and outage reports.

4. Night Patrols

Contractor shall provide monthly night patrols whereby every streetlight shall be checked once each month. The Contractor shall provide a written report to the City the results of the night patrols within 14 days of the Drive being completed.

5. Spot Relamping

Contractor shall commence repairs of early lamp burnouts or day burners within forty-eight (48) hours of Contractor receiving notification or patrol discovery; this replacement will include lens cleaning and interior wiping of the luminaire. Contractor shall furnish lamps and photocells.

6. Repair Response

Contractor shall respond to light out calls within two (2) business days. In most instances, repairs will be made immediately to restore the light to working order. However, some types of maintenance may require the crew to leave the site to obtain the necessary materials or equipment to complete such repairs. In the event extensive repairs are required; Contractor shall perform the same as soon as reasonably possible; however, not longer than fourteen (14) days after knowledge of the outage. Repairs requiring special factory orders shall be completed within Seven (7) days after receipt of material. Repair response time shall be subject to adjustment for inclement weather defined as: when rain, sleet or snow is falling in sufficient amounts to be apparent that to start work or to continue work outside would result in unsafe work conditions. Contractor will not be required to perform outside work during inclement weather unless such work is necessary to protect life or property. The City shall be notified via email of completed repairs within 5 business days.

7. Monthly Reports

Contractor shall provide monthly reports to verify response times of maintenance crews to light out calls and shall be attached with a monthly invoice.

8. Penalties

Contractor agrees that time is of the essence in this agreement and that it shall pay the City \$25.00 per day for any violation of the response time requirements of this Agreement.

9. Streetlight Pole Knockdown and Streetlight Cut Cable Restoration

Contractor shall make all repairs to downed light poles, cut cables and any other damages. Contractor will be reimbursed by the City for time and material based on the agreed upon additional supplemental costs.

10. Traffic Signal Pole Knockdown and Traffic Signal Cut Cable Restoration

Contractor shall make all repairs to downed traffic signal poles, cut traffic signal cables and any other damages. Contractor will be reimbursed by the

City for time and material based on the agreed upon additional supplemental costs.

11. Decorative Poles/ 58 Highway Poles

The maintenance services include decorative poles and poles along 58 Highway under the same payment provisions.

12. Computerized Maintenance Management System (CMMS) and Streetlight System Data

The Contractor shall utilize the CMMS to document adherence to the Agreement. City of Raymore will provide available streetlight system data in an Excel Spreadsheet format for use in the population of the CMMS database as changes or updates are made to the streetlight system. The City does not warrant or guarantee the accuracy of the completeness of the system data. Read-only, dial-in access to our CMMS is available to monitor maintenance performance and work order process on a real time basis. ***Any changes or updates will be noted on the contractor's monthly report so the City is able to maintain an accurate and up-to-date database.***

13. Emergency Service

Contractor shall remove conditions of public peril within one (1) hour of notification of such conditions. Such conditions include, but are not limited to downed poles and/or power lines from streets associated with street lighting and/ or traffic signals. Conditions not considered to present public peril shall be removed within four (4) hours.

14. Force Majeure

Contractor shall not be considered in default of this Agreement for delays in performance. For purposes of the Agreement, such circumstances include, but not limited to: severe unanticipated weather, acts of God, fire, civil or military authority, orders of court or regulatory agencies, and other causes reasonably beyond the control of the Contractor.

15. Locating Services

This agreement does not include any locating services.

16. Supplemental Services

All other repairs not specifically listed in the scope of services; including, but not limited to leaning poles, installation of poles and cable in new subdivisions, installation of poles and cables in existing subdivisions, shall be billed per the attached Labor & Equipment rates, or individual quotes can be

provided by the Contractor on each job. Contractor shall submit a separate invoice for the full amount.

17. Electronic Files

The City of Raymore will make the electronic files approved by the Director of Public Works and associated with the scope of work, and 2 sets of maps will be provided to the Contractor at no charge. These electronic files shall display streetlight attribute information, street lighting circuitry and location of City owned street lights. These maps will be updated in ESRI GIS complete with the assigned pole numbers and unit attributes.

18. Responsibility of Contractor

The Contractor shall furnish all transportation, tools, equipment, machinery, and plant, and all suitable appliances, requisite for the execution of this Contract and shall be solely answerable for the same and for the safe, proper, and lawful construction, maintenance, and use thereof. The Contractor shall cover and protect work from damage and all injury to the same. The Contractor shall be solely answerable for all damage to the Owner or the property of the Owner, to other contractors or other employees of the Owner, to the neighboring premises, or to any private or personal property, due to improper, illegal, or negligent conduct of Contractor or subcontractors, employees, or agents in and about said work, or in the execution of the work covered by this Contract, or any extra work undertaken as herein provided. The Contractor shall be responsible to the Owner for any defect in, or the improper use of, any scaffolding, shoring, apparatus, ways, works, machinery, or plant.

19. Permits and Responsibilities

The Contractor shall be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State and municipal laws, codes and regulations applicable to the performance of work. The City agrees to furnish permits required by the City to the Contractor at no charge.

20. Standards

The contractor shall replace damaged equipment with new equipment that is on the City's Approved Materials List. Materials not on the listed shall be approved by the City of Raymore prior to installation.

Approved Material List:

-Street light fixture: Leotek GCJ3-30J-MV-40k-2R-GY-095-RMWL-SC

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 in consultation with the Finance Director or their authorized representative (s). The Contractor shall not comply with requests and/or orders issued by any other person. The Finance Director will designate his/her authorized representatives in writing. Both the City of Raymore and the Contractor must approve any changes to the contract in writing.

B. *Contract Period*

The term of this Agreement shall be for one year and shall renew annually for four additional one year periods unless either party notifies the other party of its intent not to renew. Owner or Contractor may terminate this Agreement, with or without cause, upon 90 days written notice.

C. *Insurance*

The 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 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). 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

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability forms including Product/Completed Operations.

Minimum Limits

General Liability:

\$2,500,000 General Aggregate Limit

\$1,000,000 Products & Completed Operations

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Each Occurrence Limit

\$50,000 Fire Damage Limit

\$5,000 Medical Expense Limit

2. 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
\$1,000,000 Each Occurrence Limit
\$5,000 Medical Expense Limit

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

E. *Exemption from Taxes*

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

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

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

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

G. *Invoicing and Payment*

The Contractor shall submit invoices, in duplicate, for services outlined above in the Appendix A on a monthly basis.

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 Contractor. Any contract cancellation notice shall not relieve the 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 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 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.

The 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 Contractor 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 Contractor at the 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*

Any pricing changes within the contract may be renegotiated prior to contract renewal with a minimum of 90 days written notice. Cost will be based on updated inventory and other contractor cost indexing.

O. *Permits*

The successful Contractor 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. *Prevailing Wage*

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order #27) if 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.

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) if a worker 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. *Release of Information*

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

R. *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.

S. Affidavit of Work Authorization and Documentation:

Pursuant to 285.530 RSMo, the Contractor 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.

QUOTE FORM D
RFQu 26-005Fee

Cost, complete to provide professional services as outlined in RFQu # 26-005.

Per Pole Per Month Price	Monthly Price for Approx 2100 Streetlights	Annual Price for Approx 2100 Streetlights
\$3.50	\$7,350.00	\$88,200.00

Total Yearly Cost:

\$ 88,200.00

Please submit 'Quote Forms D & E' in a separate sealed envelope labeled:

Form D & E - Quote
RFQu: 26-005
Street Light Maintenance
Firm Name

QUOTE FORM E
RFQu 26-005

Attach labor and equipment rates.

Please submit 'Quote Forms D & E' in a separate sealed envelope labeled:

Form D & E - Quote
RFQu: 26-005
Street Light Maintenance
Firm Name


Black&McDonald

Black & McDonald
HOURLY LABOR RATES- LOCAL 53

Rates Effective:	04/29/2026-08/29/2027		
Classification	Regular	Overtime	Double Time
General Foreman	\$ 144.37	\$ 202.21	\$ 260.06
Line Foreman	\$ 138.47	\$ 193.81	\$ 249.14
Journeyman Lineman	\$ 126.69	\$ 176.99	\$ 227.30
7th Step Apprentice	\$ 114.91	\$ 160.18	\$ 205.45
6th Step Apprentice	\$ 109.02	\$ 151.77	\$ 194.53
5th Step Apprentice	\$ 103.13	\$ 143.37	\$ 183.61
4th Step Apprentice	\$ 97.23	\$ 134.96	\$ 172.69
3rd Step Apprentice	\$ 91.34	\$ 126.55	\$ 161.77
2nd Step Apprentice	\$ 85.45	\$ 118.15	\$ 150.84
1st Step Apprentice	\$ 79.56	\$ 109.74	\$ 139.92
Heavy Equip. Operator	\$ 115.14	\$ 160.51	\$ 205.89
Bore Crew Foreman	\$ 113.32	\$ 157.92	\$ 202.51
Small Equip. Operator	\$ 95.70	\$ 132.78	\$ 169.85
Groundman	\$ 81.53	\$ 112.55	\$ 143.57

Black&McDonald

Black & McDonald
HOURLY EQUIPMENT RATES

Rates Effective: 04/29/2026-08/29/2027

Description	Hourly Rate
TRUCKS	
1/2 Ton Pickup	\$ 11.05
3/4 Ton Pickup	\$ 13.00
1 Ton Pickup	\$ 14.00
Car/SUV	\$ 11.05
Service Van ≤ 3/4 Ton	\$ 14.20
Mechanic / Welder Truck	\$ 24.65
37' Bucket Truck	\$ 24.12
55' Bucket Truck	\$ 26.40
65' Bucket Truck	\$ 39.63
85' Bucket Truck	\$ 57.71
105' Bucket Truck	\$ 81.63
ELLIOTT ≤ 85'	\$ 52.50
ELLIOTT 85'<>110'	\$ 67.00
Pressure Digger Truck, 30kFT-LB Torque	\$ 80.00
Pressure Digger Truck, 55kFT-LB Torque	\$ 150.00
1.5 Ton Flatbed Truck - Small Flatbed	\$ 19.15
>1.5 Ton Flatbed Truck - Large Flatbed	\$ 24.96
Road Tractor	\$ 41.27
Dump Truck - Single Axle - < 6 Cubic Yards	\$ 19.53
Dump Truck - Tandem Axle - 10-14 Cubic Yards	\$ 27.08
CRANES	
Truck Crane (23-30 Ton)	\$ 72.00
Truck Crane (38 Ton)	\$ 85.00
Truck Crane (40 Ton)	\$ 115.00
EXCAVATORS	
4x4 Rubber Tire Backhoe Loader	\$ 23.00
Track Hoe (CAT 320 or equivalent)	\$ 71.00
Track Hoe (CAT 315 or equivalent)	\$ 50.77
Track Hoe (CAT 308 or equivalent)	\$ 42.00
Mini Excavator (CAT 304 or equivalent)	\$ 19.00
Rubber Tired Trencher - Small	\$ 31.68
Rubber Tired Plow - Large	\$ 40.30
Rock Wheel Trencher (Vermeer RTX1250 or Equiv.)	\$ 161.00
Vacuum Excavator - trailer mounted	\$ 30.00
Vacuum Excavator - Truck	\$ 170.00
DIRECTIONAL DRILLS	
Directional Boring Machine (Dirt Machine)-Incl trailer/water tank	\$ 82.00
Directional Boring Machine (Rock Machine)-Incl trailer/water tank	\$ 170.00
MISC	
Telehandler Forklift (10k LBS)	\$ 51.00
Skid Steer Loader (Rubber Tire)	\$ 22.34
Skid Steer Loader (Track)	\$ 22.34
ATV / Side by Side w/ trailer	\$ 13.00
Air Compressor - 185cfm	\$ 13.50
Concrete Saw - Walk Behind 65hp (blades are extra)	\$ 16.25



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 6/8/2026

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Lofts at Foxridge Water Line Easement Vacation and Dedication (pg 253)

STRATEGIC PLAN GOAL / STRATEGY

6.3: Utilize GIS technology to develop and maintain infrastructure data that will aid in infrastructure planning and maintenance

FINANCIAL IMPACT

Award To:

Amount of Request/Contract:

Amount Budgeted:

Funding Source/Account:

PROJECT TIMELINE

Estimated Start Date

Estimated End Date

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:

Date:

Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 4042
2. Staff Report
3. Water Main Easement Agreement
4. Lofts at Foxridge Recorded Final Plat

BACKGROUND / JUSTIFICATION

The Lofts at Foxridge final plat was approved by the City Council on November 13, 2018, which also included the dedication of public water line easements for where the public

water mains were to be constructed. The City approved the plat and recorded it with the Cass County Recorder of Deeds. The water mains were constructed as part of the development project after the final plat was approved. Recent surveying on the property indicated two minor discrepancies that the City and applicant are requesting to clear up with this request:

- There are areas of the as-built water line that encroach outside of the platted water line easements; and,
- There are areas of platted water line easements that were not utilized, and are currently void of any water line infrastructure.

The requested action will vacate all the existing water line easements on the property and rededicate the corrected easements where they are needed on the property based on the location of the water line. The water line has been surveyed and the new easement follows the direct alignment of the public water line. Approval of the request will authorize the City to file the required documents to fully vacate the existing platted easement, as well as authorize the City Manager to execute a new easement document to be recorded.

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, VACATING AN EXISTING PLATTED WATER LINE EASEMENT AND ACCEPTING A WATER LINE EASEMENT ON THE PROPERTY DESCRIBED AS THE LOFTS AT FOXRIDGE, A SUBDIVISION OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, the City Council previously approved Ordinance number 2018-078, approving the Lofts at Foxridge Final Plat and accepted a public water line easement via the recording of the plat recorded in Book 23, Page 64 of the Cass County Recorder of Deeds; and,

WHEREAS, recent field inspections and surveying indicated minor discrepancies in the platted easements and location of the public water main, including minor water line encroachments and unused easement areas; and,

WHEREAS, to protect public infrastructure, maintain proper access, and clear any encroachments, the applicant and the City desire to correct the discrepancies by vacating all existing and accepting new public water main easements; and,

WHEREAS, following all testimony and upon due consideration and deliberation, the City Council has determined that the proposed easement vacation and dedication is in the best interest of the City.

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

Section 1. The City Council hereby vacates the existing platted water line easements dedicated by the Lofts at Foxridge Final Plat, recorded in Book 23, Page 64 in the Cass County Recorder of Deeds office.

Section 2. Reversionary Rights. The statutory right of reversion in the owners of the abutting property is hereby confirmed, as is provided by the laws of the State of Missouri, and the Mayor and the Clerk of the City are hereby authorized to execute all necessary instruments required to confirm the reversionary rights of the owners of property abutting on the area vacated, as described in Section 1 of this Ordinance.

Section 3. Acceptance of Corrected Replacement Easement. The City Council hereby accepts a permanent, corrected public water line easement granted to the City of Raymore, Missouri, accurately encompassing the as-built water line infrastructure, across real property described in Exhibit B.

Section 4. Authorization to Execute and Record. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute all

necessary instruments to evidence the approval, acceptance, and recording of the replacement easement, and further directs City staff to file this Ordinance and associated easement instruments with the Cass County Recorder of Deeds.

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 8TH DAY OF JUNE, 2026.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 22ND DAY OF JUNE, 2026, BY THE FOLLOWING VOTE:

Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember McDonald
Councilmember Roe

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

LOFTS AT FOXRIDGE WATER LINE EASEMENT VACATION & DEDICATION

APPLICANT - GCP 711 RAYMORE, LLC

Property Owner: GCP 711 Raymore, LLC
Engineering/Arch. Firm: Olsson, Inc. - Mason Olson

PROJECT LOCATION REQUESTED ACTION

200 N Foxridge Drive Water Line Easement Vacation and Dedication
The Lofts at Foxridge Lot 1

PROJECT NARRATIVE

A Development Services Application was filed requesting vacation of water line easements on the property and dedication of new water line easements. According to the original plat, water line easements were dedicated in areas of the lot that were never utilized with water line infrastructure. Additionally, recent surveying indicated minor encroachments of the as-built water main. The request is to correct the original easement dedications by removing any unnecessary easements and dedicating new easements encompassing the physical location of the water line.



ZONING AND LAND USE SUMMARY

EXISTING ZONING

"R-3B" Apartment Community Residential District

SURROUNDING ZONING & LAND USE

North:	"C-3" Regional Commercial District/Undeveloped
South:	"R-1P" Single-Family Residential District (Planned Overlay District)/School
East:	"R-1P" Single-Family Residential District (Planned Overlay District)/Open Space/Dwelling, Single-Family Detached "R-3BP" Apartment Community Residential District (Planned Overlay District)/Dwelling, Multi-Family
West:	"R-1" Single-Family Residential District/Dwelling, Single-Family Detached

TOTAL TRACT SIZE	NUMBER OF LOTS
------------------	----------------

24.95 +/- acres	1
-----------------	---

PAST PLANNING ACTIONS

1. The existing "R-3B" Apartment Community Residential District was established on October 10, 2011.
2. A rezoning along the south property line was approved on the property for 3.6 +/- acres of land from R-3A to "R-3B" by the City Council on November 13, 2018.
3. A revised Eagle Glen Preliminary Plat was approved for The Lofts at Foxridge on November 13, 2018.
4. The Final Plat of The Lofts at Foxridge was approved by the City Council on November 13, 2018.

STAFF COMMENTS

1. The exhibit details the alignment of the easements to be dedicated (shown in blue) and the original alignments (shown in beige). All easements depicted in this application are water line easements for city-owned water infrastructure. No other utilities are located or permitted within these easements.

FINDINGS OF FACT

Under 470.170(C)2 of the Unified Development Code, the City Council is directed concerning its actions in the deliberations of a utility easement vacation request, in that the following findings of fact shall be met:

1. No objections have been received relating to the vacation of the easement

The City of Raymore is the sole utility provider within the water line easements.

2. The appropriate city agency or public utility (water, sewer, gas, electric, communications etc...) has filed with the Development Services Department a statement that the easement is no longer needed to provide utility service.

The City Public Works Department has indicated that the easements being vacated and the dedication of new easements for the public infrastructure water system is acceptable.

3. The retention of the easement no longer serves any useful public purpose

The existing easements do not serve any useful public purpose due to their original layout. The new dedicated easements will align with built water infrastructure systems for the public to utilize.

4. No vacation shall occur unless the criteria above has been fully satisfied

All criteria have been met.

PROJECT REVIEW SCHEDULE

COUNCIL, COMMISSION OR BOARD	ACTION	DATE
City Council	Review	06/08/2026
City Council	Action	06/22/2026

STAFF RECOMMENDATIONS

City Staff recommends the City Council accept the proposed findings of fact and approve Case #26008 Lofts at Foxridge Easement Vacation and Dedication. The recommendation is

subject to the following conditions:

- The applicant shall prepare a document describing and depicting the easement vacation and dedication which shall be recorded by the applicant with the Cass County Recorder of Deeds, with reference to the book and page number of the affected platted properties.

PROJECT ATTACHMENTS

1. Easement Agreement
2. The Lofts at Foxridge Recorded Final Plat

PERMANENT WATER MAIN EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That, FOX RIDGE OWNER MO LLC, a Delaware limited liability company (hereinafter called the "GRANTOR") on this date _____, 2026 for and in consideration of Ten Dollars (\$10.00), the receipt of which is hereby acknowledged, does hereby grant, remise, release and forever Quit-Claim unto THE CITY OF RAYMORE, MISSOURI, a Constitutional Charter City, of the County of Cass, State of Missouri, whose mailing address is:

Public Works Department
100 Municipal Circle
Raymore, Missouri 64083

and hereinafter called the GRANTEE, a Permanent Water Main Easement or right of way for the construction, reconstruction, maintenance, and repair of a water main(s) and any and all appurtenances thereto over, under, and through the following described tract of land lying, being, and situated in Raymore, Cass County, Missouri, to-wit:

See Attached Exhibit A for Legal Description and Exhibit B for Depiction

The GRANTEE, its agents, employees or independent contractors under contract with the GRANTEE shall have the right to go upon the above described tract of land for the purpose of constructing, maintaining, and repairing the water main and appurtenances thereto, and shall upon completion of each construction, maintenance, or repair, cause the land of the GRANTOR to be restored to substantially the same condition that existed prior to the GRANTEE's entry upon it.

The GRANTOR herein agrees for itself and for its heirs, successors or assigns, that the tract of land over which a utility easement is being granted shall be kept free from buildings or any other structures or obstructions (except grass, shrubs, fences, sidewalks, roadways, pavement or curbs) that would interfere with the GRANTEE in excavating upon said permanent easement for the purposes of laying, construction, operating, maintaining or repairing a water line and appurtenances incidental thereto.

The GRANTOR herein also agrees for itself and for its heirs, successors, or assigns, that no change in the earth cover over the water main will be made without the written approval of the GRANTEE's Public Works Director.

This easement shall not be construed to prohibit the GRANTOR from developing any adjoining property or from the laying out, establishing and constructing of pavement, surfacing of roadways, curbing and gutters along, upon, over or across said easement or any portion thereof.

GRANTOR states that it has good and lawful right to convey said easements to the GRANTEE herein.

[Signature page to follow]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Permanent Water Main Easement to be effective as of the date first set forth above.

GRANTOR:

FOX RIDGE OWNER MO LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, a _____ of FOX RIDGE OWNER MO, LLC, a Delaware limited liability company, who is personally known to me to be the same person who executed the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

[SEAL]

My Commission Expires:

EXHIBIT A

A release of all of an existing 15 foot wide Water Line Easement, as established by the plat of "THE LOFTS OF FOXRIDGE, a subdivision in the City of Raymore, Missouri, according to the recorded plat thereof, lying in the Northeast Quarter of Section 17, Township 46 North, Range 32 West, recorded in Book 23, Page 64, at the Cass County, Missouri Recorder of Deeds Office, superseded by a 15 foot wide Water Line Easement, lying 7.5 feet on both sides of the following described centerline, whose sidelines are lengthened or foreshortened to terminate at their respective boundary lines, being described on May 4, 2026 by Patrick Ethan Ward, Missouri P.L.S. 20005000071, of Olsson, CLS 366, as follows:

COMMENCING at the Northwest corner of said Lot 1; thence South 03 degrees 14 minutes 05 seconds West on the West line of said Lot 1 a distance of 18.97 feet to the POINT OF BEGINNING; thence South 87 degrees 39 minutes 53 seconds East, departing said West line a distance of 62.52 feet to a point; thence South 02 degrees 20 minutes 07 seconds West a distance of 57.40 feet to a point; thence South 88 degrees 15 minutes 57 seconds East a distance of 111.72 feet to a point hereby designated as Point "A"; thence continuing South 88 degrees 15 minutes 57 seconds East a distance of 250.32 feet to a point hereby designated as Point "B"; thence continuing South 88 degrees 15 minutes 57 seconds East a distance of 38.38 feet to a point hereby designated as Point "C"; thence continuing South 88 degrees 15 minutes 57 seconds East a distance of 141.60 feet to a point; thence North 81 degrees 43 minutes 17 seconds East a distance of 95.53 feet to a point hereby designated as Point "D"; thence South 09 degrees 40 minutes 57 seconds East a distance of 222.20 feet to a point; thence South 01 degree 44 minutes 03 seconds West a distance of 49.83 feet to a point; thence South 88 degrees 15 minutes 57 seconds East a distance of 70.64 feet to a point hereby designated as Point "E"; thence South 01 degree 44 minutes 03 seconds West a distance of 162.66 feet to a point; thence South 46 degrees 44 minutes 03 seconds West a distance of 18.09 feet to a point; thence South 58 degrees 09 minutes 03 seconds West a distance of 76.81 feet to a point; thence South 13 degrees 08 minutes 36 seconds West a distance of 77.96 feet to a point hereby designated as Point "F"; thence continuing South 13 degrees 08 minutes 36 seconds West a distance of 141.55 feet to a point hereby designated as Point "G"; thence North 76 degrees 50 minutes 57 seconds West a distance of 148.31 feet to a point; thence North 88 degrees 15 minutes 57 seconds West a distance of 110.75 feet to a point hereby designated as Point "H"; thence continuing North 88 degrees 15 minutes 57 seconds West a distance of 147.29 feet to a point hereby designated as Point "I"; thence continuing North 88 degrees 15 minutes 57 seconds West a distance of 116.66 feet to a point; thence North 43 degrees 15 minutes 57 seconds West a distance of 65.88 feet to a point hereby designated as Point "J"; thence continuing North 43 degrees 15 minutes 57 seconds West a distance of 146.65 feet to a point; thence North 88 degrees 15 minutes 57 seconds West a distance of 36.83 feet to a point on said West line, the POINT OF TERMINATION, containing 35,243 Square Feet or 0.8091 Acres, more or less.

A 15-foot-wide Water Line Easement, lying 7.5 feet on both sides of the following described centerline, whose sidelines are lengthened or foreshortened to terminate at their respective boundary lines, being described on May 4, 2026, by Patrick Ethan Ward, Missouri P.L.S. 20005000071, of Olsson, CLS 366, as follows:

BEGINNING at the aforementioned Point "A"; thence South 01 degree 44 minutes 03 seconds West a distance of 120.95 feet to the POINT OF TERMINATION, containing 1,702 Square Feet or 0.0391 Acres, more or less.

Also,

A 15-foot-wide Water Line Easement, lying 7.5 feet on both sides of the following described centerline, whose sidelines are lengthened or foreshortened to terminate at their respective boundary lines, being described on May 4, 2026, by Patrick Ethan Ward, Missouri P.L.S. 20005000071, of Olsson, CLS 366, as follows:

BEGINNING at the aforementioned Point "B"; thence South 01 degree 44 minutes 03 seconds West a distance of 186.30 feet to the a point; thence South 43 degrees 15 minutes 57 seconds East a distance of 23.22 feet to a point hereby designated as Point "N"; thence continuing South 43 degrees 15 minutes 57 seconds East a distance of 53.85 feet to a point; thence South 01 degree 44 minutes 03 seconds West a distance of 24.96 feet to a point hereby designated as Point "M"; thence continuing South 01 degree 44 minutes 03 seconds West a distance of 52.44 feet to a point; thence South 43 degrees 15 minutes 57 seconds West a distance of 50.00 feet to a point; thence South 01 degree 44 minutes 03 seconds West a distance of 89.87 feet to a point; thence South 46 degrees 44 minutes 03 seconds West a distance of 26.46 feet to a point hereby designated as Point "L"; thence continuing South 46 degrees 44 minutes 03 seconds West a distance of 83.13 feet to a point; thence South 01 degree 44 minutes 03 seconds West a distance of 4.60 feet to a point; thence North 88 degrees 42 minutes 44 seconds West a distance of 21.51 feet to a point; thence South 01 degree 44 minutes 03 seconds West a distance of 42.54 feet to a point; thence South 43 degrees 15 minutes 57 seconds East a distance of 30.42 feet to a point; thence South 01 degree 44 minutes 03 seconds West a distance of 18.66 feet to a point hereby designated as Point "K"; thence continuing South 01 degree 44 minutes 03 seconds West a distance of 46.38 feet to aforementioned Point "H", the POINT OF TERMINATION, containing 11,090 Square Feet or 0.2546 Acres, more or less.

Also,

A 15-foot-wide Water Line Easement, lying 7.5 feet on both sides of the following described centerline, whose sidelines are lengthened or foreshortened to terminate at their respective boundary lines, being described on May 4, 2026, by Patrick Ethan Ward, Missouri P.L.S. 20005000071, of Olsson, CLS 366, as follows:

BEGINNING at the aforementioned Point "C"; thence North 01 degree 44 minutes 03 seconds East a distance of 48.99 feet to the POINT OF TERMINATION, containing 622 Square Feet or 0.01429 Acres, more or less.

Also,

A 15-foot-wide Water Line Easement, lying 7.5 feet on both sides of the following described centerline, whose sidelines are lengthened or foreshortened to terminate at their respective

boundary lines, being described on May 4, 2026, by Patrick Ethan Ward, Missouri P.L.S. 20005000071, of Olsson, CLS 366, as follows:

BEGINNING at the aforementioned Point “D”; thence North 09 degrees 40 minutes 57 seconds West a distance of 14.21 feet to the POINT OF TERMINATION, containing 101 Square Feet or 0.0023 Acres, more or less.

Also,

A 15-foot-wide Water Line Easement, lying 7.5 feet on both sides of the following described centerline, whose sidelines are lengthened or foreshortened to terminate at their respective boundary lines, being described on May 4, 2026, by Patrick Ethan Ward, Missouri P.L.S. 20005000071, of Olsson, CLS 366, as follows:

BEGINNING at the aforementioned Point “E”; thence South 88 degrees 15 minutes 57 seconds East a distance of 12.50 feet to the POINT OF TERMINATION, containing 75 Square Feet or 0.0017 Acres, more or less.

Also,

A 15-foot-wide Water Line Easement, lying 7.5 feet on both sides of the following described centerline, whose sidelines are lengthened or foreshortened to terminate at their respective boundary lines, being described on May 4, 2026, by Patrick Ethan Ward, Missouri P.L.S. 20005000071, of Olsson, CLS 366, as follows:

BEGINNING at the aforementioned Point “F”; thence South 76 degrees 50 minutes 57 seconds East a distance of 15.00 feet to the POINT OF TERMINATION, containing 113 Square Feet or 0.0026 Acres, more or less.

Also,

A 15-foot-wide Water Line Easement, lying 7.5 feet on both sides of the following described centerline, whose sidelines are lengthened or foreshortened to terminate at their respective boundary lines, being described on May 4, 2026, by Patrick Ethan Ward, Missouri P.L.S. 20005000071, of Olsson, CLS 366, as follows:

BEGINNING at the aforementioned Point “G”; thence South 13 degrees 09 minutes 03 seconds West a distance of 63.00 feet to the POINT OF TERMINATION, containing 832 Square Feet or 0.0191 Acres, more or less.

Also,

A 15-foot-wide Water Line Easement, lying 7.5 feet on both sides of the following described centerline, whose sidelines are lengthened or foreshortened to terminate at their respective boundary lines, being described on May 4, 2026, by Patrick Ethan Ward, Missouri P.L.S. 20005000071, of Olsson, CLS 366, as follows:

BEGINNING at the aforementioned Point “I”; thence North 01 degree 44 minutes 03 seconds East a distance of 120.66 feet to the POINT OF TERMINATION, containing 1,697 Square Feet or 0.0390 Acres, more or less.

Also,

A 15-foot-wide Water Line Easement, lying 7.5 feet on both sides of the following described centerline, whose sidelines are lengthened or foreshortened to terminate at their respective boundary lines, being described on May 4, 2026, by Patrick Ethan Ward, Missouri P.L.S. 20005000071, of Olsson, CLS 366, as follows:

BEGINNING at the aforementioned Point “J”; thence North 46 degrees 44 minutes 03 seconds East a distance of 55.97 feet to the POINT OF TERMINATION, containing 727 Square Feet or 0.0167 Acres, more or less.

Also,

A 15-foot-wide Water Line Easement, lying 7.5 feet on both sides of the following described centerline, whose sidelines are lengthened or foreshortened to terminate at their respective boundary lines, being described on May 4, 2026, by Patrick Ethan Ward, Missouri P.L.S. 20005000071, of Olsson, CLS 366, as follows:

BEGINNING at the aforementioned Point “K”; thence North 88 degrees 15 minutes 57 seconds West a distance of 14.51 feet to the POINT OF TERMINATION, containing 105 Square Feet or 0.0024 Acres, more or less.

Also,

A 15-foot-wide Water Line Easement, lying 7.5 feet on both sides of the following described centerline, whose sidelines are lengthened or foreshortened to terminate at their respective boundary lines, being described on May 4, 2026, by Patrick Ethan Ward, Missouri P.L.S. 20005000071, of Olsson, CLS 366, as follows:

BEGINNING at the aforementioned Point “L”; thence South 43 degrees 15 minutes 57 seconds East a distance of 25.95 feet to the POINT OF TERMINATION, containing 277 Square Feet or 0.0064 Acres, more or less.

Also,

A 15-foot-wide Water Line Easement, lying 7.5 feet on both sides of the following described centerline, whose sidelines are lengthened or foreshortened to terminate at their respective boundary lines, being described on May 4, 2026, by Patrick Ethan Ward, Missouri P.L.S. 20005000071, of Olsson, CLS 366, as follows:

BEGINNING at the aforementioned Point “M”; thence North 88 degrees 15 minutes 57 seconds West a distance of 24.73 feet to the POINT OF TERMINATION, containing 258 Square Feet or 0.0059 Acres, more or less.

Also,

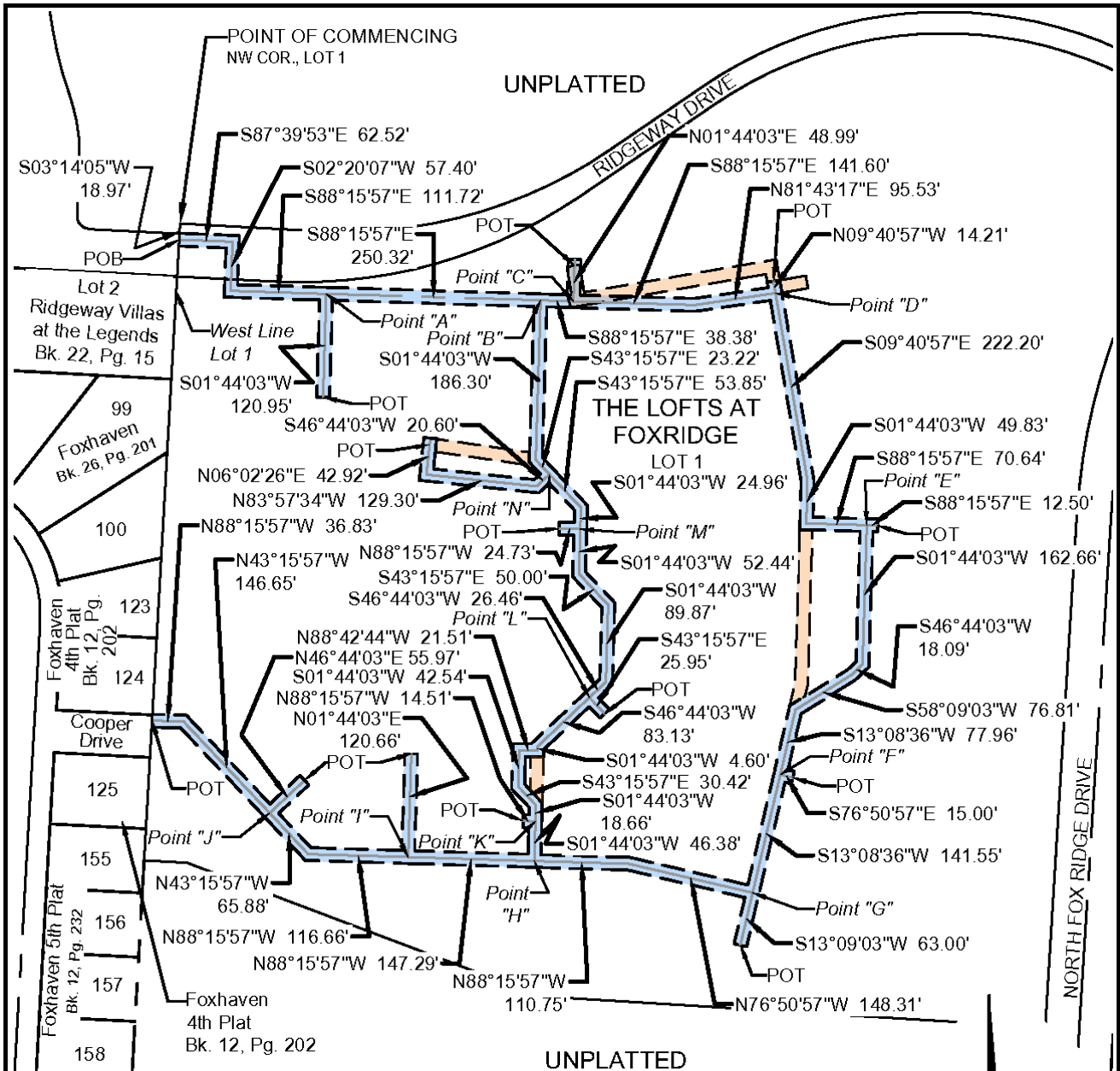
A 15-foot-wide Water Line Easement, lying 7.5 feet on both sides of the following described centerline, whose sidelines are lengthened or foreshortened to terminate at their respective boundary lines, being described on May 4, 2026, by Patrick Ethan Ward, Missouri P.L.S. 20005000071, of Olsson, CLS 366, as follows:

BEGINNING at the aforementioned Point “N”; thence South 46 degrees 44 minutes 03 seconds West a distance of 20.60 feet to a point; thence North 83 degrees 57 minutes 34 seconds West a distance of 129.30 feet to a point; thence North 06 degrees 02 minutes 26 seconds East a distance of 42.92 feet to the POINT OF TERMINATION, containing 2,780 Square Feet or 0.0638 Acres, more or less.

The above-described tracts contain an aggregate total of 55,622 Square Feet or 1.2769 Acres, more or less.

[End of Exhibit A]

EXHIBIT B



 WATER LINE EASEMENT
 VACATED WATER LINE EASEMENT
 POT POINT OF TERMINATION
 POB POINT OF BEGINNING

LEGEND

WATER LINE EASEMENT
55,622 S.F./1.2769 Ac., ±

VACATED WATER LINE EASEMENT

POT POINT OF TERMINATION

POB POINT OF BEGINNING



1" = 200'

 0' 100' 200'
 SCALE IN FEET

olsson
 7301 West 133rd Street
 Suite 200
 Overland Park, KS 66213-4750
 TEL 913.381.1170

Water Line Easement Exhibit & Vacation

COUNTY

CASS

PROJECT NO: 18-1950

DRAWN BY: EDV

DATE: 05/04/2026



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 6/8/2026

SUBMITTED BY: Trent Salsbury

DEPARTMENT: Public Works

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - Kurzweil Road Construction (pg 271)

STRATEGIC PLAN GOAL / STRATEGY

Goal 2.3 Improve safety for all modes of travel throughout the community.

FINANCIAL IMPACT

Award To:	VF Anderson Builders LLC
Amount of Request/Contract:	\$4,836,185.00
Amount Budgeted:	\$6,483,518.00
Funding Source/Account:	2020 GO Bond

PROJECT TIMELINE

Estimated Start Date
7/20/2026

Estimated End Date
1/1/2027

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:

Date:

Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 4041
2. Contract

BACKGROUND / JUSTIFICATION

The Kurzweil Road Construction project consists of the reconstruction of the asphalt surface, replacing all stormwater crossings along the corridor, and improving the roadside ditches currently in place from 155th Street to 58 Highway.

The following bids, including the alternate bid, were received for the Kurzweil Road Reconstruction on June 3, 2026:

VF Anderson Builders LLC	\$4,836,185.00
Amino Brothers	\$5,606,572.85
Superior Bowen	\$5,472,078.50

VF Anderson Builders LLC is the lowest and best bidder. Staff recommends the contract for the Kurzweil Road Reconstruction project to be awarded to VF Anderson Builders LLC in the amount of \$4,836,185.00.

BILL 4041

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH VF ANDERSON BUILDERS LLC FOR THE KURZWEIL ROAD CONSTRUCTION PROJECT, CITY PROJECT NUMBER 26-451-201 IN THE AMOUNT OF \$4,836,185.00 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, this project is included in the 2020 GO Bond Issue; and,

WHEREAS, bids for this project were received on June 3, 2026; and,

WHEREAS, VF Anderson Builders, 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 \$4,836,185.00 with VF Anderson Builders LLC for the Kurzweil Road Construction Project, attached as Exhibit A.

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

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

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

DULY READ THE FIRST TIME THIS 8TH DAY OF JUNE, 2026.

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 22ND DAY OF JUNE, 2026, BY THE FOLLOWING VOTE:**

Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember McDonald
Councilmember Roe

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

Kurzweil Road Construction

This Contract for Kurzweil Road Construction Project, hereafter referred to as the **Contract** is made this 22nd day of June, 2026, between VF Anderson Builders LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 2901 291 State 291 Highway, Harrisonville, MO 64701, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

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

This contract is effective as of June 22nd, 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 26-451-201 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 172 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 including Bid Alternate 1 in the amount of \$4,836,185.00.

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

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

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

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

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

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

VF ANDERSON BUILDERS LLC

By: _____

Title: _____

Attest: _____

(SEAL)

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Kurzweil Road Construction

ANTICIPATED SCOPE OF SERVICES:

- 5,500 CY of Unclassified Excavation & Fill (On-Site)
- 3,250 CY of Embankment (Side Slopes) (Contractor Furnished)
- Triple 7' x 4' Reinforced Concrete Box Culvert (w/ Wingwalls & Aprons)
- Triple 8' x 4' Reinforced Concrete Box Culvert (w/ Wingwalls & Aprons)
- Double 8' x 4' Reinforced Concrete Box Culvert (w/ Wingwalls & Aprons)
- 452 LF of RCP Storm Sewer Pipe (w/ Flared End Sections)
- 1,183 LF of HDPE Driveway Culvert Pipe
- 38,200 SY of Full Depth Reclamation (w/ Portland Cement Treatment)
- 38,200 SY of Asphaltic Concrete Base Course (6")(Type 5-01)
- 38,200 SY of Asphaltic Concrete Surface Course (2")(Type 5-01)
- 5,493 SY of MoDOT Type 5 Aggregate Shoulder
- 1,038 SY of MoDOT Grade 4A Aggregate Driveway
- 218 SY of 6" Concrete Pavement (Driveway)

1. SPECIFICATIONS WHICH APPLY

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

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

A copy of the 2019 City of Raymore 'Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction' may be obtained from the City of Raymore Engineering Department for \$50.00 or may be downloaded at no cost from the City's website at www.raymore.com

Kansas City Metropolitan Chapter of the American Public Works Association (APWA) specifications and standard details may be obtained from the website <http://kcmetro.apwa.net/>.

Missouri Standard Specifications for Highway Construction may be obtained from the website

Kurzweil Road Reconstruction (MO-58 to 155th Street)

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

Contractor shall complete work within 172 calendar days of issuance of the Notice to Proceed.

4. ENGINEER

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

5. GENERAL CONDITIONS

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

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

6. PROJECT SPECIAL REQUIREMENTS

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

Full Depth Reclamation: A separate technical specification for Full Depth Reclamation along with the associated Geotech Report are attached to these Special Provisions. It is the intent of the proposal that the total bid for Full Depth Reclamation, as submitted, shall cover all related work.

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

Estimated Quantities. All estimated quantities stipulated in the Bid Form or other Contract Documents are approximate and are to be used only (a) as a basis for estimating the probable cost of the Work and (b) for the purpose of comparing the Bids submitted for the Work. The actual amounts of work performed, and materials furnished under unit price items may differ from the estimated quantities. The basis of payment for work and materials will be the actual amount of work done and materials furnished, except as otherwise noted. Contractor agrees that it will make no claim for damages, anticipated profits, or otherwise on account of any difference between the amounts of work actually performed and materials actually furnished and the estimated amounts therefore.

Testing required by the Contractor shall be subsidiary to other items of the Contract Documents. No separate payment will be made.

- a. **Mobilization, Bonds, and Insurance:** Mobilization, Bonds and Insurance will be considered a lump sum item for payment. The total lump sum price for this item shall not exceed 5% of the total base bid price. Payment shall be made on the schedule enclosed in the bid documents.
- b. **Construction Staking and Survey Controls:** Construction Staking and Survey Controls shall be paid for as a lump sum item. The unit cost for this item shall include all labor, equipment and materials to develop and establish necessary control, detail dimensions, slope stakes and measurements required for proper layout and performance of the work. The contractor is responsible for all re-staking.

- c. **Site Preparation:** Site Preparation shall be considered a lump sum item for payment. The unit cost for this line item shall include all labor, materials, and equipment necessary to prepare the site for construction as per plan. This includes any Clearing and Grubbing of the site, necessary to complete the project, shown or not shown on the plans.
- d. **Unclassified Excavation:** Unclassified Excavation shall be paid for at the unit bid price per cubic yard. All excavation not specifically noted will be considered as Unclassified, no additional payment shall be made for rock excavation. All unsuitable or unused materials will be removed from the site at the expense of the contractor. The work provided herein will not be measured for payment, but will be considered and paid plan quantity. Unclassified Excavation will be paid for at the contract unit price and will be considered full Compensation.
- e. **Embankment:** The embankments shall be constructed using suitable materials, as defined in the specifications, procured from excavations made on the project site or from contractor provided borrow areas as required to complete the grading work. Borrow areas, hauling, and all incidentals shall be considered subsidiary to embankment. No adjustment has been made to earthwork quantities for swell and shrinkage resulting from excavating cut and compacting fill. The work provided herein will not be measured for payment, but will be considered a plan quantity. Exceptions will be made on a measured quantity basis as defined in the applicable specification for the described. Embankment will be paid for at the contract unit price and will be considered full Compensation.
- f. **Removal of Existing Structures:** Removal of Existing Structures shall be considered a lump sum item for payment. The unit cost for this line item shall include all labor, materials, and equipment necessary to Demolish and Remove (not listed separately herein) and dispose of existing improvements, shown or not shown on the plans.
- g. **Concrete Encasement (Water Main):** Concrete Encasement line item shall be paid for at the unit bid price per linear foot. The unit bid price for this item shall include all labor, equipment, materials, excavation, bedding and backfill, including flowable backfill under all street pavement, to place the concrete encasement as per plan locations and specifications. Measurement shall be from end to end, rounded to the nearest foot, of the encasement actually constructed.
- h. **Reinforced Concrete Box Culvert Bid Items – RCBC** line items shall be paid for at the unit bid price per linear foot. The unit bid prices for these items shall include all labor, equipment, materials, excavation, bedding and backfill, to construct the box culverts as per plan locations and specifications. Work for box culvert bid items shall be performed in accordance with the

"Missouri Standard Specifications for Highway Construction" dated 2025 and effective letting date of April 1, 2026 as amended or supplemented herein.

- A.1 Structural steel materials will be accepted on the basis of certification of compliance and substantiating test reports furnished by manufacturers and/or fabricators.
 - A.2 Provisions shall be made to prevent any debris and material from falling into the waterway. If determined necessary by the Engineer, any debris and material that falls below the bridge outside the previously specified limits shall be removed as approved by the Engineer at the Contractor's expense.
 - A.3 Provisions shall be made to prevent damage to any existing utilities. Any damage sustained to the utilities as a result of the Contractor's operations shall be the responsibility of the Contractor. All costs of repair and disruption of service shall be as determined by the utility owners and as approved by the Engineer.
 - A.4 All project sampling and testing of materials related to the bridge bid items will be performed by a consultant employed by the Contractor and at the Contractor's expense according to the requirements of the current Local Public Agency Manual, provided by the Missouri Highway & Transportation Commission. The consultant employed by the Contractor for project sampling and testing of materials will be approved by the Engineer. Material sampling and testing documentation will be submitted to the Engineer prior to acceptance. Material acceptance will be made by the Engineer.
- i. **Reinforced Concrete Wingwalls & Aprons:** Wingwalls and Aprons shall be paid for as a lump sum item. The lump sum bid prices for these items shall include all labor, equipment, materials, excavation, bedding and backfill, to construct the wingwalls and aprons, as per plan locations and specifications. Work for box culvert bid items shall be performed in accordance with the "Missouri Standard Specifications for Highway Construction" dated 2025 and effective letting date of April 1, 2026 as amended or supplemented herein.
 - j. **Field Inlet:** Field Inlet shall be paid at the unit bid price per each. The unit bid price shall include all labor, equipment and materials required to install the inlet as per plan location and specifications. No additional payment shall be made for additional depth.
 - k. **Storm Sewer Pipe:** Storm Sewer Pipe line items shall be paid for at the unit bid price per linear foot. The unit bid prices for these items shall include all labor, equipment, materials, excavation, bedding and backfill, including flowable backfill under all street pavement, to place the storm sewer as per plan locations and specifications. Measurement shall be from

inside face to inside face, rounded to the nearest foot, of the structures and shall exclude the flared end sections. Concrete collar is subsidiary to this line item.

- l. **Flared End Sections:** Flared End Sections shall be paid for at the unit bid price per each. The unit bid price shall include all labor, equipment and materials to install the end sections, including toe walls, as per the Construction Drawing details and specifications.
- m. **Reinforced Concrete Headwall:** Reinforced Concrete Headwalls shall be paid for as a lump sum item. The lump sum bid prices for these items shall include all labor, equipment, materials, excavation, bedding and backfill, to construct the headwalls, as per plan locations, details, and specifications.
- n. **Adjustment of Utility Appurtenance:** Adjustments of Utility Appurtenances shall be at the unit bid price per each. The unit bid price shall include all labor, equipment and materials required to adjust utility appurtenance as per plan location and specifications.
- o. **Full Depth Reclamation (w/ Cement Stabilization):** Full Depth Reclamation w/ Portland Cement Stabilization of Subgrade shall be paid for at the unit bid price per square yard. The unit bid price shall include all labor, equipment and materials to construct a stabilized road subgrade. The subgrade soils shall be treated with a minimum of 6% portland cement on a dry soil weight basis. The cement shall be thoroughly mixed with existing soils and compacted to at least 95% of the materials' standard proctor maximum dry density, and within 0 to +3 of the material's optimum moisture content, as determined in general accordance with ASTM procedures. Each lift of compacted-engineered fill shall be tested and documented prior to placement of subsequent lifts. The work provided herein will not be measured for payment, but will be considered a plan quantity. Full Depth Reclamation work shall be performed in accordance with the Construction Drawings as well as the Supplemental Specification and Geotech Report attached to this Appendix.
- p. **Asphaltic Concrete Base Course (6")(Type 5-01):** Asphaltic Concrete Base Course (6") APWA Type 5 (5-01) shall be paid for at the unit bid price per square yard. The unit bid price for this line item shall include all labor, equipment and materials to place the base lifts as per specification and plan, including profile grading/cross slope for surface lift to match finished grades. Tack oil is to be UltraTack, Trackless Tack NTSS-1HM manufactured by Blacklidge applied at the residual rate of .06 gal/sq yd, CAT-TAC trackless tack manufactured by Hunt Refining applied at the same rate, or other approved trackless tack oil. Paving will not begin until the tack has broken. Nuclear density testing of each lift shall be considered subsidiary to this line item and is required before subsequent lifts are placed.

- q. **Asphalt Concrete Surface Course (2")(Type 5-01):** Asphalt Concrete Surface Course 2" Thick APWA Type 5 (5-01) Surface Asphalt shall be paid for at the unit bid price per square yard. The unit bid price for this line item shall include all labor, equipment and materials to place the surface course as per specification and plan. Tack oil is to be UltraTack, Trackless Tack NTSS-1HM manufactured by Blacklidge applied at the residual rate of .06 gal/sq yd, CAT-TAC trackless tack manufactured by Hunt Refining applied at the same rate, or other approved trackless tack oil. Paving will not begin until the tack has broken. Nuclear density testing of the surface lift shall be considered subsidiary to this line item.
- r. **MoDOT Type 5 Aggregate Shoulder (6"):** Type 5 Aggregate Shoulder shall be paid at the unit bid price per square yard. The unit bid price shall include all labor, equipment and materials required to construct Aggregate Shoulder as per plan location and thickness. Aggregate Material shall be in accordance with MoDOT Standard Specifications. Shoulder subgrade preparation and compaction shall be performed prior to placement and shall be subsidiary to aggregate shoulder work.
- s. **MoDOT Grade 4A Aggregate Driveway (6"):** Grade 4A Aggregate Driveway shall be paid for at the unit bid price per square yard. The unit bid price shall include all labor, equipment and materials required to construct Aggregate Driveways as per plan location and thickness. Aggregate Material shall be in accordance with MoDOT Standard Specifications. Driveway subgrade preparation and compaction shall be performed prior to placement and shall be subsidiary to aggregate driveway work.
- t. **Concrete Pavement (6" Uniform) (AE) (Plain):** Concrete Pavement shall be paid for at the unit bid price per square yard. The unit bid price shall include all labor, equipment and materials required to construct thickness of pavement as per plan location. Joint Plan and Spacing shall be in accordance with standard ACI guidelines and APWA specifications. Concrete shall be a KCMMB 4K mix and the contractor shall adhere to APWA Hot and Cold weather practices as per Raymore City Specifications.
- u. **Permanent Pavement Markings:** Permanent Pavement Markings shall be paid for at the unit bid price per linear foot. The unit bid price shall include all labor, equipment, and materials to install pavement markings and symbols as per the MUTCD at locations indicated on the plans. Any removal of existing pavement markings shall be subsidiary. All permanent pavement markings shall be Methyl Methacrylate.
- v. **Riprap:** Riprap shall be paid for at the unit bid price per square yard installed. Measurement will be parallel to sloping surfaces. The unit bid price shall include all labor, equipment and materials required to place riprap as per plan location and detail. The thickness of the riprap shall conform to the plan and detail dimension. Filter fabric shall be installed as per detail and

considered subsidiary to this line item

- w. **Permanent Restoration** The unit bid price per acre. The unit bid price shall include all labor, equipment and materials required to establish grass and landscaping on disturbed areas. Restoration will be paid for when grass is established to the coverage density required by APWA Section 2400. Areas that are disturbed which lie outside the Contractor's seeding limits, as defined by the Plans or Contract Documents, will not be measured for payment, but shall be restored to a condition equal to or better than that existing prior to construction.
 - a. **Site Restoration and Topsoil:** Site Restoration and Topsoil shall be considered subsidiary to all items. Topsoil shall be defined as: fertile, friable and loamy soil of uniform quality, without admixture of subsoil material, and shall be free from material such as hard clods, stiff clay, hardpan, partially disintegrated stone, pebbles larger than one inch in diameter, and other impurities. Topsoil shall be relatively free from grass, roots, weeds, and other objectionable plant material or vegetative debris undesirable or harmful to plant life or which will prevent the formation of suitable seedbed. Acceptance of this project and release of final payment will not occur until vegetation is established. Existing wood mulch shall be removed and replaced in areas where mulch will be disturbed.
- x. **Permanent Signage:** Signage shall be considered a lump sum for payment line item. The bid price shall include all labor, equipment, and materials to install signs as per the MUTCD at locations indicated on the plans.
- y. **Fencing:** Fencing line items shall be paid for at the unit bid price per linear foot. The unit bid price for these items shall include all labor, equipment, and materials, to construct the fence as per plan locations, details, and specifications. Measurement shall be from end to end, rounded to the nearest foot, of the fence actually constructed.
- z. **Temporary Erosion Control:** Temporary Erosion Control shall be considered a lump sum for payment line item. The unit bid price shall include all labor, equipment and materials to install and maintain erosion control measures including inlet and junction box protection, silt fence, ditch checks, erosion control and rock blankets, temporary seeding, appurtenances and other measures required to meet the requirements of the SWPPP and Land Disturbance Permit. Development of the project SWPPP and procurement of a MDNR Land Disturbance Permit shall be completed by the Contractor prior to construction and considered subsidiary to this line item.
- aa. **Work Zone Traffic Control:** Work Zone Traffic Control shall be considered a lump sum for payment line item. The bid price 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 traffic, detours, and through the work area, as required by the MUTCD and dictated on the plans. Contractor shall provide a detailed work zone traffic control plan for approval by the Engineer prior to construction.

- bb. **Mailbox Replacement:** Mailbox Replacement shall be considered a lump sum for a payment line item. The bid price shall include all labor, equipment, and materials to replace each mailbox along the project limits as indicated on the plans. Contractor shall coordinate mailbox and post type with Owner prior to construction.
- cc. **Keypad Adjustment:** Keypad Adjustment shall be considered a lump sum for a payment line item. The bid price shall include all labor, equipment, and materials to remove and reset the existing entrance gate keypad as indicated on the plans.
- dd. **Pre-Construction Photos:** Pre-Construction Photos shall be considered a lump sum for payment line items. The unit bid cost for this item shall include all materials, labor and equipment required to provide electronic photographic documentation of all existing conditions, including haul roads, driveways, properties, fences, and other items that may potentially be disturbed by construction activities. The photographs shall include GPS locations and be provided to the owner prior to the start of construction activities.

8. PROTECTION OF PUBLIC & PRIVATE PROPERTY

- A. **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.
- B. **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.
- C. **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. ADDITIONAL INFORMATION

9.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 26-451-201

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 June, 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:

The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and

Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

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.

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 Vince Fucinger, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Vince Fucinger

Company: VF Anderson Builders

Address: 2901 State Route 291 Harrisonville Missouri 64241

- 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 # 26-451-201.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

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

VF Andersen Builders
Company Name

[Signature]
Signature

Name: Vince Freeman

Title: President



STATE OF Missouri COUNTY OF Cass

Subscribed and sworn to before me this 3 day of June, 2026.

Notary Public: Verna Kay Stanbarger

My Commission Expires: Feb 10 2030 Commission # 14578755

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.

**INSTRUCTIONS FOR RESPONDING TO
RFP 26-451-201**

Please Remit

- * One (1) original signed unbound proposal
- * Two (2) copies of original signed proposal (no wire bindings)

☒	PROPOSAL CHECKLIST TO INCLUDE WITH PACKET
✓	Form A - Commitment to sign Agreements
✓	Form B - Contractor Disclosures
✓	Form C - Experience/References *
✓	Form D - Work Agreement
✓	Form E - Proposal Pricing (Including unit prices, where required)
✓	Addenda, if applicable
✓	E-Verify - Attach to original
✓	Bid Bond (if required) - Attach to original
NA	Certificate Copies (if required) - Attach to original - See Appendix B Section Q

Total of three (3) proposals submitted

MUST BE RECEIVED BY: June 3, 2026 11:00 a.m.

**PLEASE MARK YOUR SUBMITTAL "SEALED PROPOSAL 26-451-201" WITH
YOUR COMPANY NAME PRINTED ON IT AND SUBMIT IT TO:**

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

Any questions regarding this Request for Proposal shall be submitted to the Purchasing Specialist, Kim Quade, CPPB by email at Kquade@raymore.com or by phone at (816) 892-3045.

The Owner reserves the right to reject any or all proposals and to waive informalities or deficiencies therein. To negotiate with any or all bidders or others for more favorable terms or prices, and to award a contract to other than the bidder submitting the lowest cost bid proposal, with or without negotiation and to determine which is the lowest best and most responsive, to accept, at its option, any alternates and to approve the bond.

PROPOSAL FORM A
RFP 26-451-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: VF Anderson Builders

ADDRESS: 2901 State Rte 291
Street

ADDRESS: Harrisonville Missouri 64701
City State Zip

PHONE: 816-935-9852

E-MAIL: vfabuilders@yahoo.com

DATE: 6/03/2020
(Month-Day-Year)

[Signature] President
Signature of Officer/Title

DATE: 6/03/2020
(Month-Day-Year)

[Signature] Secretary
Signature of Officer/Title

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

Check One:

☐ MBE (Minority Owned Enterprise)
☐ WBE (Women Owned Enterprise)
☒ Small Business

PROPOSAL FORM B
RFP 26-451-201

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.

VF ANDERSON BUILDERS LLC

2901 State 291 Hwy
Harrisonville, MO 64701
Ph. 816-884-3220

Reference List

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

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

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

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

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

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

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

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

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

VF ANDERSON BUILDERS LLC

2901 State 291 Hwy
Harrisonville, MO 64701
Ph. 816-884-3220

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

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

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

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

40 Highway Complete Streets, Water Main Replacement, Signal replacement, New Storm Sewer, Road widening with new curb and asphalt paving, City of Independence, \$2,283,273.90 Steve Maldonado 816/325/7611

Brookridge Perimeter, Storm Sewer, Signals and Street Lighting, Curb and Sidewalk replacement, Asphalt Paving, City of Overland Park, \$8,991,779.32 Joel Buffington 913/895/6014

Metcalf Avenue Improvements 91st to 99th Street, Storm Sewer, New Intersections, Signals and Street Lighting, Road Widening, Curbs and Sidewalks, Asphalt Paving, City of Overland Park, \$9,108,877.96 Seth Gotchey 913/703/1665

South Main Corridor Improvements, Storm Sewer, Water Main, Sanitary Sewer, Signals and Street Lighting, Road Widening with new Curbs, sidewalks, Commercial drives, and Asphalt Paving, City of Maryville, \$10,802,396.79 Matt Smith 660/224/9028

2025 ARPA Neighborhood Street Reconstruction, City of Overland Park, Residential Concrete Streets with Storm Sewer, Street Lighting, Curbs, Sidewalks, and Driveway Approaches, \$10,999,047 Andrew O'Connor 913/895/6016

Main Street Revitalization Phase 5, City of Grandview, Storm Sewer, Curbs, Driveway approaches, Commercial Sidewalk, Asphalt mill and Overlay, Street Lighting, \$1,198,582.44 Athena Huynh 816/316/4857

VF ANDERSON BUILDERS LLC

2901 State 291 Hwy
Harrisonville, MO 64701
Ph. 816-884-3220

Mission Rd 143rd to 133rd, City of Leawood, Water Main Replacement, Storm Sewer, Complete Street reconstruction with Curbs, asphalt, Sidewalks, and Driveway approaches, Signals and Street Lighting, \$12,883,559.48 Brian Scovill 913/267/2876

Foxridge Drive, City of Mission, Storm Sewer, Complete Street reconstruction with Curbs, asphalt, Sidewalks, and Driveway approaches, Signals and Street Lighting, \$5,167,691.00 Brent Morton 816/719/9608

Mission Rd at 68th St Flood Control, City of Prairie Village, Sanitary Sewer, Storm Sewer, Street reconstruction with Curbs, Sidewalk, Driveway Approaches, Asphalt, Street Lighting, Channel Reconstruction, \$4,494,094.49 Cliff Speegle 913/385/4011

Mission Rd 127th to 133rd, City of Leawood, Storm Sewer, Complete Street reconstruction with Curbs, asphalt, Sidewalks, and Driveway approaches, Signals and Street Lighting, \$2,857,213.50 Brian Scovill 913/267/2876

PROPOSAL FORM C
RFP 26-451-201

EXPERIENCE / REFERENCES

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

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

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

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

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

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

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

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

State the number of Years in Business: _____

State the current number of personnel on staff: _____

PROPOSAL FORM D

RFP 26-451-201

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

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 26-451-201 – Kurzweil Road Construction.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 9, 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. 26-451-201
Kurzweil Road Construction MO-58 to 155th Street

BASE BID:

No.	Description	Unit	Estimated Quantity	Unit Price	Extension
1	Mobilization	L.S.	1	\$ 82,000.00	\$ 82,000.00
2	Construction Staking	L.S.	1	\$ 30,000.00	\$ 30,000.00
3	Site Preparation	L.S.	1	\$ 275,000.00	\$ 275,000.00
4	Unclassified Excavation (Roadway Subgrade)	C.Y.	2,500	\$ 20.00	\$ 50,000.00
5	Compaction of Earthwork (Roadway Subgrade)	C.Y.	2,450	\$ 7.00	\$ 17,150.00
6	Unclassified Excavation & Fill (Ditch) (On-site)	C.Y.	3,050	\$ 16.00	\$ 48,800.00
7	Embankment (Side Slopes) (Contractor Furnished)	C.Y.	3,250	\$ 21.00	\$ 68,250.00
8	Removal of Existing Structures	L.S.	1	\$ 400,000.00	\$ 400,000.00
9	Concrete Encasement (Water Main)	L.F.	107	\$ 273.00	\$ 29,211.00
10	Triple 7' x 4' Reinforced Concrete Box Culvert (Cast-In-Place)	L.F.	70	\$ 2,543.00	\$ 178,010.00
11	Reinforced Concrete Wingwalls & Aprons (Culvert A)	L.S.	1	\$ 110,000.00	\$ 110,000.00
12	Triple 8' x 4' Reinforced Concrete Box Culvert (Cast-In-Place)	L.F.	70	\$ 2,793.00	\$ 195,510.00
13	Reinforced Concrete Wingwalls & Aprons (Culvert B)	L.S.	1	\$ 120,000.00	\$ 120,000.00
14	Double 8' x 4' Reinforced Concrete Box Culvert (Cast-In-Place)	L.F.	75	\$ 2,091.00	\$ 156,825.00
15	Reinforced Concrete Wingwalls & Aprons (Culvert C)	L.S.	1	\$ 101,000.00	\$ 101,000.00
16	Field Inlet (5' x 5')	EACH	1	\$ 8,000.00	\$ 8,000.00
17	Storm Sewer (18") (HDPE)	L.F.	1,183	\$ 62.00	\$ 73,346.00
18	Storm Sewer (18") (RCP)	L.F.	56	\$ 80.00	\$ 4,480.00
No.	Description	Unit	Estimated Quantity	Unit Price	Extension
19	Storm Sewer (24") (RCP)	L.F.	44	\$ 115.00	\$ 5,060.00
20	Storm Sewer (30") (RCP)	L.F.	142	\$ 146.00	\$ 20,732.00
21	Storm Sewer (36") (RCP)	L.F.	122	\$ 186.00	\$ 22,692.00
22	Storm Sewer (19" x 30") (HERCP)	L.F.	88	\$ 175.00	\$ 15,400.00
23	Flared End Section (24") (RCP)	EACH	2	\$ 1,900.00	\$ 3,800.00
24	Flared End Section (30") (RCP)	EACH	6	\$ 2,400.00	\$ 14,400.00
25	Flared End Section (36") (RCP)	EACH	2	\$ 3,500.00	\$ 7,000.00
26	Flared End Section (19" x 30") (HERCP)	EACH	4	\$ 2,800.00	\$ 11,200.00
27	Reinforced Concrete Headwall (36" RCP)	EACH	2	\$ 24,000.00	\$ 48,000.00

28	Adjustment of Utility Appurtenance	EACH	11	\$ 7,100.00	\$ 78,100.00
29	Full Depth Reclamation	S.Y.	38,200	\$ 17.00	\$ 649,400.00
30	6" Asphaltic Concrete Base Course (Type 5-01)	S.Y.	38,200	\$ 25.50	\$ 974,100.00
31	2" Asphaltic Concrete Surface Course (Type 5-01)	S.Y.	38,200	\$ 11.75	\$ 448,850.00
32	MoDOT Type 5 Aggregate Shoulder (6")	S.Y.	5,493	\$ 13.00	\$ 71,409.00
33	MoDOT Grade 4A Aggregate Driveway Surfacing (6")	S.Y.	1,038	\$ 22.00	\$ 22,836.00
34	Concrete Pavement (6" Uniform) (AE) (Plain)	S.Y.	218	\$ 103.00	\$ 22,454.00
35	Methyl Methacrylate Pavement Marking, 4" Solid White Edge Line	L.F.	28,208	\$ 0.80	\$ 22,566.40
36	Methyl Methacrylate Pavement Marking, 4" Solid Double Yellow Centerline	L.F.	23,607	\$ 1.60	\$ 37,771.20
37	Methyl Methacrylate Pavement Marking, 4" One-Directional Passing Double Yellow Line	L.F.	3,910	\$ 1.20	\$ 4,692.00
38	Methyl Methacrylate Pavement Marking, 24" Solid White Stop Bar Line	L.F.	50	\$ 18.00	\$ 900.00
39	Riprap (D50 = 9")	S.Y.	51	\$ 79.00	\$ 4,029.00
40	Riprap (D50 = 18")	S.Y.	578	\$ 79.00	\$ 45,662.00
41	Permanent Restoration	AC	16	\$ 10,890.00	\$ 174,240.00
42	Permanent Signing	L.S.	1	\$ 10,000.00	\$ 10,000.00
43	Woven Wire Fence (Steel Post)	L.F.	1600	\$ 25.00	\$ 40,000.00
44	Chainlink Fence (6')	L.F.	85	\$ 65.00	\$ 5,525.00
45	Temporary Erosion Control	L.S.	1	\$ 30,000.00	\$ 30,000.00
46	Work Zone Traffic Control	L.S.	1	\$ 20,000.00	\$ 20,000.00
47	Flagger	L.S.	1	\$ 110,000.00	\$ 110,000.00
48	Mailbox Replacement	EACH	28	\$ 450.00	\$ 12,600.00
49	Keypad Adjustment	L.S.	1	\$ 2,300.00	\$ 2,300.00
50	Pre-Construction Photos	L.S.	1	\$ 3,300.00	\$ 3,300.00

Total Base Bid Price: \$ **4,886,600.60**

\$ _____

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

(\$ Four million eight hundred eighty six thousand six hundred) *hundreds and such cents*

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

BID OF: VF Anderson Builders
(Firm Name)

6/3/2026

***Bid Alternate No. 1:**

No.	Description	Unit	Estimated Quantity	Unit Price	Extension
51	Triple 7' x 4' Reinforced Concrete Box Culvert (Precast)	L.F.	70	\$ 2,467.00	\$ 172,690.00

52	Triple 8' x 4' Reinforced Concrete Box Culvert (Precast)	L.F.	70	\$ 2,557.00	\$ 178,990.00
53	Double 8' x 4' Reinforced Concrete Box Culvert (Precast)	L.F.	75	\$ 1,710.00	\$ 128,250.00

*If awarded in part or whole, Bid Alternate No. 1 (Items 51-53) shall replace Base Bid Items 10, 12, and/or 14, respectively.

Bid Alternate No. 1 Price:

\$ 4,836,185.00

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

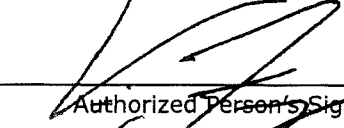
(\$ Four million eight hundred thirty six thousand one hundred, eight for dollars and sixty cents)
In blank above write out the sum of the bid.

BID OF: VF Andersen Builders
(Firm Name)

6/3/2026

**BID PROPOSAL FORM E - RFP 26-451-201
CONTINUED**

Company Name VF Andersen Builders

By 
Authorized Person's Signature
Vince Francy President
Print or type name and title of signer

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Company Address 2901 State Route 291
Harrisonville, Missouri 64701

Phone 816-935-9852

Fax 816-817-2747

Email vfa.builders@yahoo.com

Date 06/03/2026

LATE BIDS CANNOT BE ACCEPTED!

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 V. F. Anderson Builders (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 or to verify the entire workforce if the contractor so chooses.

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 with the FAR E-Verify clause") 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).

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 non-citizens 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 employees 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 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 make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials 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 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 employees' 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 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.
 - 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 photocopy must be of sufficient quality to allow for verification of the photo and written information. 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.
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 good faith 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 and E-Verify system 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 the Form I-9 has 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, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. 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. 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 the E-Verify system 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 in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking 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, as applicable, 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 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 WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. 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 with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify 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 with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify 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. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify 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 with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause 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 with the FAR E-Verify clause 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.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause 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 new employees and those existing 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.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt 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 Supplemental Guide for Federal Contractors. 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 with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, 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.

ARTICLE III

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.
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 E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.
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. The Employer must review the tentative nonconfirmation with the employee in private.
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 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 (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

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 E-Verify, 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, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause 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 with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause 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 participants that are not Federal contractors with the FAR E-Verify clause, 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 with the FAR E-Verify clause, 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.

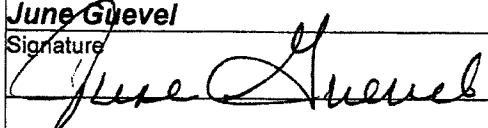
E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding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

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 V F Anderson Builders LLC	
June Guevel	Accountant
Name (Please Type or Print)	Title
June Guevel	01/01/2025
Signature	Date
	1/1/2025
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	V. F. Anderson Builders LLC
Company Facility Address:	19209 E. 231st
	Harrisonville, MO 64701
Company Alternate Address:	16550 E. 227th
	Harrisonville, MO 64701
County or Parish:	Cass
Employer Identification Number:	20-1218715
North American Industry Classification Systems Code:	238910

Administrator:	V F Anderson Builders
Number of Employees:	35-75
Number of Sites Verified for:	
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	

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

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CITY OF RAYMORE

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



ADDENDUM NO. 1

Kurzweil Road Construction
Project #26-451-201

Please see attached for questions, answers and revised documents.

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

Company Name: VF Anderson Builders
By: Vince Freemyer
Title: President
Address: 2901 State Route 291
City, State, Zip: Harrisonville Missouri 64081
Date: 6/03/2016 Phone: 816-935-9852
Signature of Bidder: [Signature]

ADDENDUM MUST BE SUBMITTED WITH BID

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, VF Anderson Builders LLC

19209 E. 231 Street, Harrisonville, MO. 64701

as Principal, and the EMPLOYERS MUTUAL CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Iowa and authorized to do business in the State of Missouri

_____, as Surety, are held and firmly bound unto the
City of Raymore, Missouri

as obligee, in the sum of **Five Percent**

_____ DOLLARS, lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for:
Project: Kurzweil Road Construction

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of such proposal or bid and award and shall give bond for the faithful performance thereof, with the EMPLOYERS MUTUAL CASUALTY COMPANY as Surety or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

Signed, Sealed and Dated this 3rd day of June, 2026

[Handwritten signature]

Witness

~~VF Anderson Builders LLC~~

Principal

By:

Employers Mutual Casualty Company

Surety

By:

Sean Dunham

Attorney-in-Fact

Questions regarding this bond should be directed to the EMC H.O. Bond Department at 515-345-2689.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Sean Dunham

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

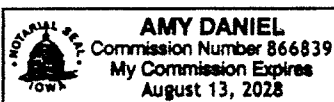
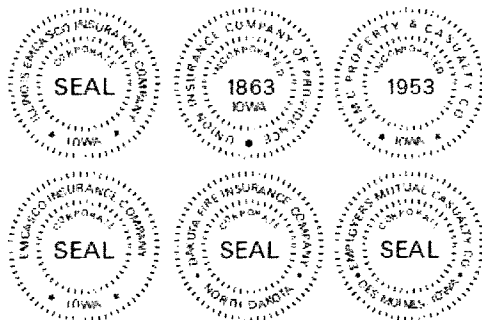
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 17th day of September, 2025.

Seals



Scott R. Jean

Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother

Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 17th day of September, 2025 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires August 13, 2028.

Amy Daniel

Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 17th day of September, 2025, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 3rd day of June, 2026.

Ryan J. Springer

Vice President