



AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, June 22, 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. Public Works
 - B. Parks and Recreation
 - C. Communications Report
 - D. Finance
 - E. Justice Center
 - F. City Clerk - Fireworks Permits

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, June 8, 2026
- B. Appointment to the License Tax Review Committee

Reference:
Resolution 26-26

Mayor Turnbow has appointed Thomas Circo as the City Council appointment to the License Tax Review Committee. The appointment is now before the Council for approval.

C. Broadmoor & Grandshire Drainage - Acceptance and Final Payment

Reference:

Resolution 26-28

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

9. Unfinished Business

A. Award of Contract - Recycle-in-Place Project (pg 54)

Reference:

Bill 4037

Project map

Contract

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.

- City Council, 06/08/2026: Approval 8-0

B. Budget Amendment - Recycle-in-Place Project (pg 80)

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.

- City Council, 06/08/2026: Approval 8-0

C. Award of Contract - Good Parkway South Trail Design (pg 84)

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.

- City Council, 06/08/2026: Approval 5-3
- Park Board, 04/28/2026: Approval 7-0

D. Award of Contract - Good Ranch Watershed Evaluation (pg 112)

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.

- City Council, 06/08/2026: Approval 8-0

E. Award of Contract - Street Light Maintenance (pg 135)

Reference:

Bill 4039
Contract

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

- City Council, 06/08/2026: Approval 8-0

F. Lofts at Foxridge Water Line Easement Vacation and Dedication (pg 158)

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.

- City Council, 06/08/2026: Approval 8-0

G. Award of Contract - Kurzweil Road Construction (pg 176)

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.

- City Council, 06/08/2026: Approval 8-0

10. New Business

A. Establishing a Procedure and Schedule for Establishing the Charter Review Commission (pg 241)

Reference:

Resolution 26-27

Raymore City Charter Section 14.8 provides that from time to time, but no less often than every ten (10) years, the Council shall provide for a Charter Review Commission to review the Charter and to recommend to the voters of the City any proposed amendments. Resolution 26-27 establishes the procedure and schedule for establishing the Charter Review Commission for the purpose of completing this review of the Charter.

- No previous action on this item

B. Award of Contract - 2026 Sidewalk Replacement Project (pg 245)

Reference:

Bill 4043
Contract
2026 Sidewalk Replacement Locations

The 2026 Sidewalk Replacement Project primarily includes removal and replacement of existing sidewalks and replacing/installing ADA ramps at various locations. This project also includes the installation of a section of trail to complete the trail along Sunset Lane.

- No previous action on this item

C. Award of Contract - Owen Good Force Main Replacement Phase 2 (pg 294)

Reference:

Bill 4044
Contract

This project primarily consists of the installation of 781 linear feet of 24" force-main to replace the existing ductile iron force-main. Included in this is boring new force-main underneath Hubach Hill Road & N Cass Parkway.

- No previous action on this item

D. Award of Contract - City Hall Refresh (pg 346)

Reference:

Bill 4045
Contract

This Project consists of the removal of the existing asphalt in the front parking lot at City Hall and installation of a concrete parking lot. Included in this is the installation of a raised crosswalk at the main entrance into City Hall as well as sidewalk and curb replacement at multiple locations.

- 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 is scheduled to enter into executive session to discuss:

- Litigation matters as authorized by § 610.021 (1)

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.

PUBLIC WORKS MONTHLY REPORT

May 2026

ENGINEERING DIVISION

Capital Projects Under Construction

- Tandem Paving has completed Mobilization one for street preservation. They will be back later in the summer to complete the remainder of the project.
- Phase 1 of the Dean Avenue curb replacement is completed.
- The Annual Curb and Ramp repair project is progressing as expected. They are approximately 33% completed with the project.
- The City Hall Refresh project & sidewalk replacement project was put out for bids.

Development Projects Under Construction

- Sendera 2nd plat - Final punchlist items
- Iconic - Public infrastructure punchlist
- Madison Valley 4th - Final punchlist items
- Madison Valley 5th - Final punchlist items
- Prairie View of the Good Ranch Phase 2- Installing public infrastructure.
- Branched Out Plaza-finishing fire line and backflow installation
- Cunningham 3rd- Roads have been installed, final punchlist items
- Eastbrook 5th- Approved for construction

OPERATIONS & MAINTENANCE DIVISION

- 41 Completed Customer Service Requests
- 49 City Hall Work Orders
- 659 Locates
- 15 Driveway Inspections
- 16 Sidewalk Inspections
- 14 Curb Inspections
- 8 Final ROW Inspections
- 19 Sewer Inspections
- 8 Water Taps
- 7 Water Inspections
- 5 Meters Activated
- 1 Meters Replaced

Road Maintenance:

- Patched 525 potholes city wide.
- Collected, delivered and repaired trash and recycling carts.
- Assembled 435 trash and recycling carts.
- Made street cuts and removed brush in preparation for a storm pipe replacement on Wesley Cir.
- Removed "3 way" stop signs and installed "All Way" stop signs at

Old Paint/Red Barn.

- Replaced the stop sign and ID Sign at N. Franklin/E. Foxwood Dr.
- Fabricated and replaced the ID signs at Meadowlark Dr./Woodview Dr.
- Re-installed ID signs on 195th St.
- Replaced the delineator sign on Kurzweil Rd.
- Picked up trash that was dumped on N. Sunset Ln.
- Made repairs to the mowing trailer.
- Sprayed weed killer for mowing purposes at all the stations and ROW areas that we maintain.
- Serviced the roadside mower.
- Assisted Codes Enforcement with sign removal city wide.
- Assisted the Communications Department with installing seasonal signs.
- Replaced 4 storm pipes on Wesley Cir.
- Replaced a sidewalk at 403 N. Madison St. that was torn out from recent fire hydrant repair.
- Curb patched 60 ft of curb on Bluesky Ln. and Pine Creek Ct.
- Cleaned storm inlets city-wide.
- Patched 97 ft of curb on Longhorn Ln., Clancy Ct., Pine Creek Ct., Horseshoe Dr. and Regina Ct.
- Set up barricades for flooded roads.
- Removed trees and debris at multiple locations due to storms.
- Repaired the pedestrian sign and post @ 58 Hwy/Mott Dr.
- Repaired the pedestrian button at 58 Hwy/Sunset Ln.
- Replaced the Street ID Signs at S. Darrowby Dr./Johnston Dr.
- Replaced the Street ID Signs at Buffalo Dr./Sunflower Dr.
- Installed a temporary stop sign at Dean/Lowes.
- Saw cut on N. Washington for storm pipe installation.
- Cleared downed trees that were the result of the storms that occurred on Friday, April 17.
- Patched 48 feet of curb on Lakeview and Bristol.
- Replace 40 feet of 36" storm pipe on N. Washington in Willow Hills.
- Began the tear out and replacement of damaged sidewalks on Valley View. This work is ongoing.
- Backfilled a sink hole at 704 S. Park Dr.
- Repaired an irrigation line that was damaged during the Emergency Snow Route sign replacement project.
- Replaced a missing street ID sign on Windside Court.
- Tilled up dirt for future use for backfilling purposes.
- Assisted the Utility Division with bollard installation at the Owen Good Pump Station.
- Deep cleaned the old pothole patcher to prepare for auction.

Water and Sewer Services:

- Continued fire hydrant painting city wide.
- Cleaned the basket at the Owen Good pump station.
- Televised 200 ft of storm sewer line along 58 Hwy in front of South Metro Fire Department.
- Began the annual hydrant flushing program.

- Lowered 2 water valves.
- Lowered 4 meter pits.
- Replace a meter pit at 302 S. Sunset Ln.
- Added Rock around the AC unit and the generator at the Kentucky Pump Station.
- Generator Repairs were made at the Kentucky Pump Station.
- Repairs were made to Micro-Comm PLC at Owen Good pump station.
- Replaced Water Meter Pit at 200 Broadmoor.
- Cleaned the concrete pond at the Owen Good Pump Station.
- Completed dirt work at 6 locations from winter water main repairs and fire hydrant replacements.
- Fixed the gate at Morningview Lift Station and added rock to the driveway.
- Pulled Routine MDNR Water Samples.
- Pulled Disinfection byproducts water samples for MDNR.
- Televised 4609 ft of sewer main in and around the Hunters Glen Subdivision.
- Continued Dirt Work at multiple locations from winter water main repairs and fire hydrant replacements.
- Assisted a Contractor by shutting down the sewer pressure main to make repairs at Tunbridge Dr./Hanover Ln.
- Pump repairs were completed at the Hunters Glen Lift Station.
- Replaced a broken water meter at 1603 Cody Dr.
- Conducted water disconnects and restores for non-payment.
- Installed 19 bollards around the oxygen system at the Owen Good Pump Station.
- Replaced multiple damaged meter rings and/or lids city wide.
- Repaired the meter pit ring and lid at 1221 Wiltshire Blvd.
- Assisted in conducting a fire hydrant flow test for a contractor at Johnston Dr./Dean Ave.
- Generator preventive maintenance was performed at all water and sewer pumping stations.
- Deep cleaned the Vactor inside and out.
- Completed stale meter reads and/or repairs.

Traffic and Pedestrian Infrastructure:

- Sign maintenance and repairs.
- Streetlight repairs were made.
- GIS Mapping of city infrastructure continued.
- Routine mowing was completed.
- Addressed sight clearance issues.
- Traffic signal light repairs were made.

Customer Service and Administration:

- Conducted 2 interviews for the open Maintenance Technician position.
- Completed the MDNR Monthly Report.

- Conducted and completed 2 employee evaluations.
- Cyber Security Training was completed.
- 4 Maintenance Workers attend an IMSA (International Municipal Signal Association) training and certification class for Signs and Pavement Marking II.
- Public Works Crew Leader Chirstian Ferrel, Public Works Maintenance Technicians James Swena and Tommy Dempsey and Engineering Technician Kyle King attended 2 days and completed the 10 Day MDNR Sewer Certification Class in Lee's Summit.
- Continued to collect and record completed backflow prevention tests for the city wide backflow program.
- Continued entering LSLI Reporting into the database.
- Issac Riley started a seasonal position with the Public Works Department.
- Sewer Testing was taken by Public Works Crew Leader Christian Ferrel and Maintenance Technician James Swena.
- Public Works Administrative Ashley Tucker, Public Works Assistant Director Justin Paith and Public Works Director Trent Salsbury participated in a meeting with the Swift Comply Backflow Management Program.
- Public Works welcomes Justin Powell to the team.
- Public Works Senior Engineering Tech Devon Perry, Assistant Public Works Director Justin Paith and Director Trent Salsbury Participated in mock interviews with students at the Ray-Pec Lead Center.
- Public Works Crew Leader Christian Ferrel, Public Works Crew Leader Clayton Reed and Maintenance Specialist Bud Wilson attended a 3-Day Public Works Institute Leadership Training.
- Public Works Administrative Assistant Ashley Tucker, Assistant Public Works Director Justin Paith and Public Works Director Trent Salsbury participated in the quarterly budget meeting.
- The new pothole patcher was received.
- Sewer testing was taken by Public Works Maintenance Technician Tommy Dempsey.
- Received quotes for paint striping paint and paint striping glass beads, placed the order, and obtained the materials from the vendor.
- Congratulations to Jeff Purvis on being promoted from Public Works Maintenance Technician to Public Works Maintenance Specialist.
- Ordered paint striping paint.
- Met with a contractor at the Owen Good Pump Station to discuss the installation of a new isolation valve.
- Met with a contractor from Clow Hydrant Company for suggestions on hydrant repairs.
- Continued to collect and record completed backflow prevention tests for the city wide backflow Program.
- Continued with LSLI Reporting.

MONTHLY REPORT

June 2026

Monthly Highlights

- Park maintenance delivered honor bricks to Freeman Monument to begin engraving for the honor bricks unveiling at the Bricks & Block Party scheduled for June 25.
- Park maintenance adjusted sprinkler systems at City Hall and Centerview.
- Summer camp counselors attended Rendezvous Climbing Gym on Friday, May 29, for team bonding exercises in preparation for the start of summer camp, which began June 1 at the Raymore Activity Center.
- Recreation Coordinator Cecilia Walther ordered t-shirts and medals for the Raymore 2.50 Fun Run on July 2.
- Parks and Recreation Director Nathan Musteen renewed his certification as an International Society of Arboriculture Certified Arborist by completing 30 continuing education units.
- Contractors began work this week on a trail connection from the parking lot at the skate park to the Raymore Activity Center.
- Raymore Summer Camp began on June 1 at the Raymore Activity Center
- Raymore Farmers Market began June 9 and will continue through September from 4-7 p.m. every Tuesday at T.B. Hanna Station.
- Recreation Coordinator Cecilia Walther and Recreation Superintendent Todd Brennon met with management from Johnny's Tavern in anticipation of the Raymore 2.50 Fun Run taking place on Thursday, July 2.
- Park maintenance hung All-American 250 banners around Raymore.
- Park maintenance planted flowers at Memorial Park, T.B. Hanna Station and the roundabout located on Dean Avenue.
- Park maintenance staff have been preparing the parks for the 250th Celebration Events.
- Recreation staff are preparing for the 250th Celebration Events.
- June 13 - The Annual Touch A Truck event was held at Recreation Park.



Tuesdays, 4-7 p.m.

JUNE 9 - SEPTEMBER 30

T.B. Hanna Station, 214 S. Washington St.

A Celebration of Unity, Spirit & Ambition in Raymore



This year, we're celebrating America's 250th birthday and the wonderful game of soccer with multiple events to show our community pride and bring us closer together.

Admission is free to all of the All-American 250 events.

June 25-July 7: Scavenger Hunt



Complete activities and tasks around town to win Raymore merch!

Clues will be released the week of June 22, and participants have until July 7 (or while our supply of Raymore swag lasts) to complete the hunt and turn in the completed scavenger hunt sheet at Raymore City Hall during regular business hours.

The scavenger hunt clues will take you around town to some of our most popular locations for family fun.

Thursday, June 25: Bricks & Block Party



6-9 p.m. at T.B. Hanna Station, 214 S. Washington St.

Honor our veterans with the legacy honor brick unveiling at the flag pole at the southeast corner of the park!

Enjoy live music, food trucks and farmers market and craft vendors at this community block party!

Friday, June 26: Rock the Ridge



4-9 p.m. at Hawk Ridge Park, 701 Johnston Pkwy (extra parking on Sunset Lane just south of 163rd Street)

In partnership with the Raymore Chamber of Commerce, enjoy a kids bubble zone, live music from The Yachties and goods and food from craft and Chamber vendors!

For more information or to sign up to be a vendor, [click here to visit the Raymore Chamber of Commerce website.](#)

Thursday, July 2: Raymore 2.50 Fun Run



7 p.m., start & finish at Johnny's Tavern, 716 W. Foxwood Dr., Raymore

This run for fun starts at Johnny's Tavern, takes you through Hawk Ridge Park and ends at Johnny's Tavern. The first 100 people to sign up on site on race day get a commemorative T-shirt and medal!

Note: this is a free event and is not timed, so take your time if you want to stroll. Giveaways while supplies last only.

Friday, July 3: Spirit of America/Matchday Watch Party



7 p.m., Friday, July 3, Recreation Park, 1011 S. Madison St., Raymore

Join us at our annual Spirit of America Celebration, with live music from Walker Mathison's Ranahan Duo, inflatables, entertainment artists and food trucks and concessions.

Catch the soccer match on our big screen on Baseball Field #4!

The fireworks show starts after dusk.

Saturday, July 4: As American as Apple Pie Parade



10:30 a.m., Saturday, July 4, Raymore's Original Town (start at Raymore Elementary, east on W. Elm Street, north on S. Washington Street, west on W. Maple Street and south on S. Madison Street back to Raymore Elementary.)

Parade theme: Think classic Americana—small-town USA, the nostalgic summer movie *The Sandlot*, vintage muscle cars, convertibles and tractors, baseball, hot dogs and apple pie!

Let's celebrate a time when life moved a little slower—a time when children pedaled bikes until the streetlights came on and dragged their little red wagons down the sidewalks, and when everyone on the block knew your name.

Want to be IN the parade? [Click here for the parade entry form!](#)

JULY IS PARKS & RECREATION MONTH!

Parks and recreation organizations play a vital role in building stronger, healthier communities and provide spaces where people of all ages can connect with nature, stay active and find a sense of belonging right in their own backyard.

The National Recreation and Parks Association is celebrating Parks & Recreation Month this July with the theme "The Power of..." which highlights the many ways parks and recreation shape our lives, from the power of nature and well-being to the power of community and connection.

Here in Raymore, we're joining the celebration in a few unique ways! Throughout July, look for special themed evenings at the Raymore Farmers Market and dedicated park and staff profiles on our social media channels. Be sure to follow along, share your favorite park photos with the hashtags **#ThePowerOf** and **#PlayMoreInRaymore** and celebrate the power of YOUR parks in July and every month.

\$10 OFF WHEN YOU SIGN UP BY JULY 14!

RUGGED RAYMORE

Friday, Aug. 21
5:30-7:30 p.m.
Hawk Ridge Park
AGES 4-12

\$35 (includes a t-shirt!)

Run the course as many times as you want until 7:30 p.m.!

HEAT 1
5:30 p.m.
check-in

HEAT 2
6 p.m.
check-in

HEAT 3
6:30 p.m.
check-in



EMAIL SUBSCRIBER REPORT

Total subscribers: 3,254

Email open rate: 50% (vs industry avg. +14%)

Total sends: 16,578

New email list subscribers: +20

Most popular e-newsletters: 1) Parks Special Events- 1,125; 2) Parks Monthly- 1,124; 3) Weekly Report- 968

SOCIAL MEDIA ANALYTICS - HIGHLIGHTS

CITY OF RAYMORE

Facebook @CityofRaymoreMO

- Followers: 10,742
- 188,749 views/7,776 engagement
- Total posts: 15
- Post topics: Raymore Small Business Week, crossposts from PD and Parks
- Top post based on views: May 9- Mill and overlay on North Madison Street and Gore Road, 17,651 views

Instagram @CityofRaymoreMO

Followers: 1,473/2.7K views/104 interactions/4 posts

RAYMORE POLICE DEPARTMENT

Facebook @Raymore.Police

- Followers: 11,651
- 143,513 views/6,420 engagement
- Total posts: 15
- Post topics: Justice Center public engagement sessions, Drug Take Back Day, scam warnings
- Top post based on views: May 14- E-scooters and golf carts safety, 30,703 views

RAYMORE PARKS AND RECREATION

Facebook @RaymoreParksAndRec

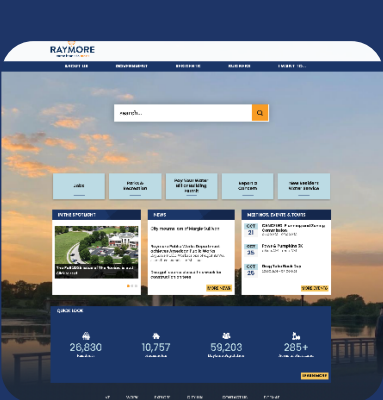
- Followers: 8,268
- 71,161 views/2,970 engagement
- Total posts: 32
- Post topics: Events, classes, Parks Monthly e-newsletter, volunteer coaches
- Top post based on views: May 11-Warning: Attending Mindfulness & Mimosas may make you as relaxed as this yoga class is, 9,469 views

Instagram @RaymoreParks

Followers: 350/3.3K views/386 interactions/9 posts

ADDITIONAL CITY SOCIAL MEDIA ACCOUNTS

@RaymoreEmergencyManagement, @RaymoreAnimalControl and @RaymoreArts on Facebook; @CityofRaymoreMO on Threads and X (urgent notifications only)



WEBSITE www.raymore.com

- 10 news stories published:
April 22: Raymore celebrates SevenDays® of Kindness
April 28: Wesley Circle asphalt work (April 29)
April 30: Hire smart: City-licensed contractors are your home's best protection
May 1: The City of Raymore's 2025 Annual Water Quality Report has been completed.
May 6: Join Raymore public engagement sessions to explore a potential justice center
May 7: Current street preservation schedule
May 11: Police seeking information in Public Works equipment trailer vandalism
May 11: Ride smart: Ride legal
May 11: Mayor Kris Turnbow's 2026 State of the City Address
May 14: Church & Dwight cuts ribbon on new space in Raymore



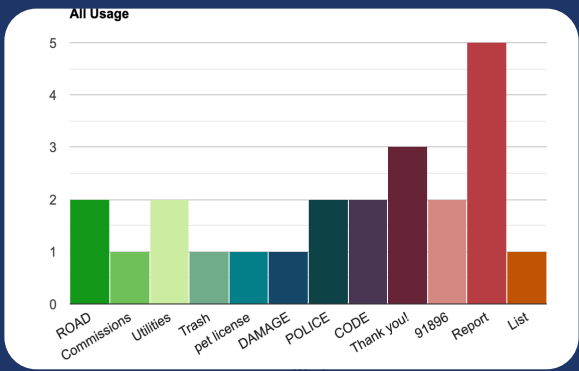
YOUTUBE youtube.com/CityofRaymore

- 430 subscribers (+4)
- 520 views
- 8:52 avg. view duration
- 76.7 hours of watchtime

SAY MORE IN RAYMORE PODCAST

- Season 2, Episode 3- *The Original Public Servant: Inside the Office of City Clerk Released* FMarch 20. 32 downloads*
- 40 downloads last 30 days. 690 all-time downloads.*
- Locations:80 total cities, 13 countries/territories

*Episodes can be streamed without downloading



TEXTMYGOV

816-892-9737

- Text conversations/chats: 23
- Topics: Roads, commissions, utilities, trash, pet license, codes, police
- Reports: 7 - Tall grass, signs, park damage
- Subscriber text notifications sent: 0

ITEMS OF NOTE FOR APRIL-MAY

- The summer issue of The Review and Parks & Rec Program Guide was printed and mailed to all Raymore addresses.
- Staff assisted Economic Development with promotions and a social media campaign for Raymore Small Business & Restaurant Week.
- The Communications Department coordinated with the Community Blood Center to host the spring blood drive at Centerview.
- Community Engagement Coordinator Alex Garcia attended the Government Social Media Convention in New Orleans.

UPCOMING

- Staff continues to prepare for summer events in coordination with Parks & Recreation.
- Staff continued preparing for the upcoming budget season.

EMAIL SUBSCRIBER REPORT

Total subscribers: 3,395
Total sends: 12,372

Email open rate: 50% (vs industry avg. +14%)
New email list subscribers: +138

Most popular e-newsletters: 1) Parks Monthly- 1,209; 2) Parks Special Events- 1,182; 3) Weekly Report- 1,022

SOCIAL MEDIA ANALYTICS - HIGHLIGHTS

CITY OF RAYMORE

Facebook @CityofRaymoreMO

- Followers: 10,742
- 218,793 views/4,659 engagement
- Total posts: 25
- Post topics: Upcoming events, staff shout outs, crossposts from PD, Emergency Management, Raymore Arts Commission and Parks
- Top post based on views: May 29-We have lots of events coming up!, 78,559 views

Instagram @CityofRaymoreMO

Followers: 1,473/2.7K views/104 interactions/4 posts

RAYMORE POLICE DEPARTMENT

Facebook @Raymore.Police

- Followers: 11,651
- 143,513 views/4,122 engagement
- Total posts: 13
- Post topics: Justice Center public engagement sessions, solicitor and peddler season, scam warnings
- Top post based on views: June 9-It's solicitor and peddler season, 53,235 views

RAYMORE PARKS AND RECREATION

Facebook @RaymoreParksAndRec

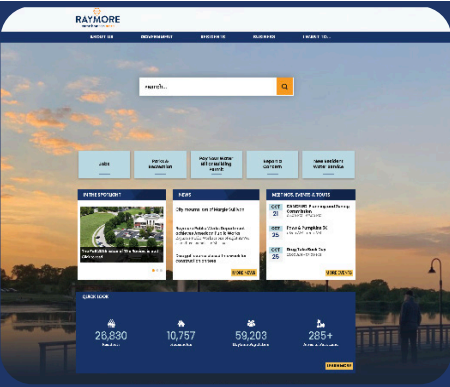
- Followers: 8,268
- 178,123 views/2,623 engagement
- Total posts: 34
- Post topics: Events, classes, Parks Monthly e-newsletter, volunteer coaches
- Top post based on views: May 22-The Variety KC Inclusive Sprayground is open, 55,024 views

Instagram @RaymoreParks

Followers: 359/4.4K views/108 interactions/8 posts

ADDITIONAL CITY SOCIAL MEDIA ACCOUNTS

@RaymoreEmergencyManagement, @RaymoreAnimalControl and @RaymoreArts on Facebook; @CityofRaymoreMO on Threads and X (urgent notifications only)



WEBSITE www.raymore.com

- 7 news stories published:
May 18: Raymore officially receives Blue Shield Recognition for 2026
May 19: Beware of the latest in phone scams
May 24: Update to Moon Valley creek precautionary advisory
June 2: Court Administrator Angela Davis receives statewide award
June 5: Raymore Police urge residents to stay aware of phone scams
June 9: What you should know about solicitor season
June 12: Roadside trail between Eagle Glen Apartments and Johnston Drive closed for repairs



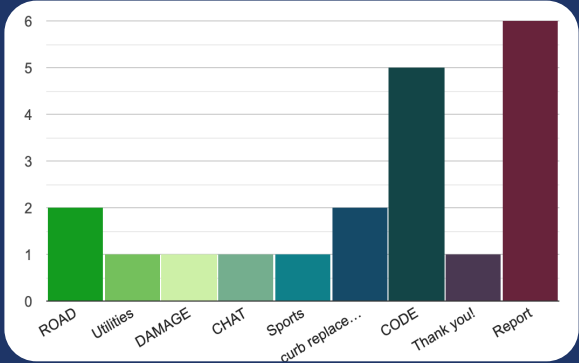
YOUTUBE youtube.com/CityofRaymore

- 426 subscribers (+4)
- 577 views
- 5:22 avg. view duration
- 44.9 hours of watchtime

SAY MORE IN RAYMORE PODCAST

- Season 2, Episode 4- *After the Sirens: A Review of the History Spring Storm Season in Raymore* Released May 7.
- 3 downloads last 30 days. 735 all-time downloads.*
- Locations: 96 total cities, 23 countries/territories

*Episodes can be streamed without downloading



TEXTMYGOV

816-892-9737

- Text conversations/chats: 19
- Topics: Roads, utilities, damage, sports, curb replacement, code
- Reports: 6 - Tall grass, weeds
- Subscriber text notifications sent: 3 - May 21: Limb/tree drop off (General Notifications), June 4: Upcoming summer events (General Notifications), June 4: Concerts (Raymore Arts)

ITEMS OF NOTE FOR MAY-JUNE

- Communications staff continued preparations for the upcoming All-American 250 City-sponsored events.
- Communications staff continued working with Revize to prepare for content migration to the new website, tentatively scheduled to be release early August.
- Communications staff prepared for and coordinated the summer concert series, hosting the Sounds of South Kansas City Community Band and Elton Dan and the Rocket Band in June.
- New temporary public art Orange Burst by Nathan Pierce of Cape Girardeau, Missouri, was installed at Memorial Park.
- Communications Director attended department budget meetings.

UPCOMING

- All-American 250 events - learn more at www.raymore.com/250
- July concerts: Sounds of South KC Community Band at 7 p.m., Thursday, July 9, at Centerview; Raymore Reggae Jam at 7 p.m., Friday, July 10, at Hawk Ridge Park Amphitheater.

FINANCE MONTHLY REPORT

This report, consisting of a Financial Summary, Investment Summary and Grant Summary, has been prepared for the fiscal period April 1, 2026 to April 30, 2026.

April Financial Summary

Some notes regarding this month's summary operating report:

General Fund

Revenue:

50.00% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 58.59% of budget. Inter-fund transfers are being completed on a monthly basis with the exception of the Capital Funds Transfer. The Capital Funds Transfers will occur throughout the year after the capital project has been contracted by the Council.

- Property tax revenues collected are tracking as expected at 94.53%. Staff expects this revenue source to come in at budget.
- Franchise Tax revenues are tracking slightly above straight line at 50.12%. This revenue source varies depending on the weather. Staff will continue to monitor this closely throughout the year.
- Sales tax revenues as a whole are tracking slightly below straight line budget at 49.92%. City sales taxes are at 49.21% while state shared gasoline and vehicle taxes are at 51.25%.
- Fees and Permit revenues collected are tracking above straight line budget at 102.47%. There are 87 residential building permits issued out of the 183 budgeted starts. In addition, we have issued 11 commercial building permits.
- License revenues collected are tracking above straight line budget at 73.33%. Occupational license revenues collected are tracking ahead of expectation. Nearly all of the revenue is received in December and January when the licenses are due and staff anticipates a small amount throughout the spring for new builders to the area. Liquor licenses are due in May.
- Municipal Court revenues collected are below straight line budget at 48.26%. Staff will monitor this revenue source closely throughout the year.
- Miscellaneous revenues are above straight line budget at 62.49% primarily due to Dispatch Fee collections in January and February.

Expenditures:

Departmental spending is tracking normally. Most of the departments are right at straight line expectation or slightly below.

- The Information Technology Department has started to replace the majority of the computers scheduled for replacement, and has renewed 50% of the annual software maintenance agreements, putting it above straight line budget.
- The Economic Development Department is currently at 52.82 of straight line budget due to membership dues paid for the year.
- The Street Department is currently at 51.49% of straight line budget primarily due to the purchase of salt as well as vehicle and equipment maintenance due to snow removal.

Public Safety Sales Tax Fund

Passed: 04/08/2025

Effective: 10/01/2025

First DOR Distribution: 12/2025

Revenue:

Revenues are at 41.82% of budget 50.00% of the way through the year. Normal collection of this revenue began in December for October retail sales. Staff will continue to monitor this revenue closely.

Expenditures:

Expenses include Cadet salaries as well as tuition for five cadets in the police academy.

Parks & Recreation Fund

Revenue:

Revenues are at 57.31% of budget 50.00% of the way through the year, normal for this time of the year. Staff will monitor all revenue sources closely

Expenditures:

The Parks department is showing the same operational expenditure pattern as in years past. Recreation department expenses reciprocate recreation revenue. Expenditures are expected to increase as the number of programs offered goes up.

Enterprise Fund

Revenue:

Utility revenues as a whole are tracking at 46.31% of straight line budget. Staff will continue to monitor all utility revenue closely throughout the year.

Expenditures:

Enterprise Fund expenditures tracking below straight line budget but at expectations.

C I T Y O F R A Y M O R E
DEPARTMENT HEAD REPORT - UNAUDITED
AS OF: APRIL 30TH, 2026

01 -GENERAL FUND
FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
PROPERTY TAXES	0.00	0.00	0.00	2,127,978.00	16,425.48	2,011,488.82	0.00	116,489.18	94.53
FRANCHISE TAXES	0.00	0.00	0.00	2,699,704.00	215,691.83	1,353,123.47	0.00	1,346,580.53	50.12
SALES TAXES	0.00	0.00	0.00	5,200,460.00	435,547.85	2,596,247.34	0.00	2,604,212.66	49.92
FEES AND PERMITS	0.00	0.00	0.00	588,265.00	139,147.57	602,794.38	0.00	(14,529.38)	102.47
LICENSES	0.00	0.00	0.00	139,020.00	5,090.00	101,942.00	0.00	37,078.00	73.33
MUNICIPAL COURT	0.00	0.00	0.00	307,874.00	24,236.15	148,588.33	0.00	159,285.67	48.26
MISCELLANEOUS	0.00	0.00	0.00	1,029,594.00	22,082.62	643,348.40	0.00	386,245.60	62.49
TRANSFERS - INTERFUND	0.00	0.00	0.00	2,459,053.00	178,128.34	1,068,770.04	0.00	1,390,282.96	43.46
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	14,551,948.00	1,036,349.84	8,526,302.78	0.00	6,025,645.22	58.59
<u>COVID-19</u>									
TOTAL REVENUES	0.00	0.00	0.00	14,551,948.00	1,036,349.84	8,526,302.78	0.00	6,025,645.22	58.59
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	1,945,200.00	20,625.00	1,874,022.48	0.00	71,177.52	96.34
ADMINISTRATION	0.00	0.00	0.00	1,663,933.76	117,377.87	791,421.39	5,329.23	867,183.14	47.88
INFORMATION TECHNOLOGY	2,153.90	0.00	2,153.90	997,841.94	63,307.68	611,376.78	17,318.81	369,146.35	63.01
ECONOMIC DEVELOPMENT	0.00	0.00	0.00	198,801.00	11,768.43	103,755.59	1,253.11	93,792.30	52.82
COMMUNITY DEVELOPMENT	229.59	229.59	0.00	1,031,084.96	78,696.56	470,998.41	1,945.99	558,140.56	45.87
ENGINEERING	229.59	229.59	0.00	552,471.84	36,492.71	201,756.31	849.37	349,866.16	36.67
STREETS	2,160.01	0.00	2,160.01	1,058,970.72	58,229.19	526,408.73	18,901.55	513,660.44	51.49
BUILDING & GROUNDS	0.00	0.00	0.00	431,281.40	36,105.51	193,592.82	2,715.60	234,972.98	45.52
STORMWATER	0.00	0.00	0.00	402,176.40	35,474.81	173,141.23	228.11	228,807.06	43.11
COURT	0.00	0.00	0.00	218,125.00	17,790.22	102,524.84	3.15	115,597.01	47.00
FINANCE	1,000.00	1,000.00	0.00	1,055,552.86	84,275.10	482,068.98	19,432.35	554,051.53	47.51
COMMUNICATIONS	0.00	0.00	0.00	436,223.00	26,754.16	206,494.87	4,214.25	225,513.88	48.30
PROSECUTING ATTORNEY	0.00	0.00	0.00	27,000.00	2,250.00	11,250.00	2,250.00	13,500.00	50.00
POLICE	0.00	0.00	0.00	6,317,438.90	424,326.40	3,024,405.03	16,478.64	3,276,555.23	48.13
EMERGENCY MANAGEMENT	0.00	0.00	0.00	171,991.88	12,409.29	77,555.47	1,255.75	93,180.66	45.82
TOTAL EXPENDITURES	5,773.09	1,459.18	4,313.91	16,508,093.66	1,025,882.93	8,850,772.93	92,175.91	7,565,144.82	54.17
REVENUES OVER/ (UNDER) EXPENDITURES	(5,773.09)	1,459.18	(4,313.91)	(1,956,145.66)	10,466.91	(324,470.15)	(92,175.91)	(1,539,499.60)	21.30

15 -PUBLIC SAFETY SALES TAX
FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
SALES TAXES	0.00	0.00	0.00	1,026,289.00	88,581.95	429,295.61	0.00	596,993.39	41.83
MISCELLANEOUS	0.00	0.00	0.00	3,321.00	515.49	1,304.56	0.00	2,016.44	39.28
TOTAL NON-DEPARTMENTAL	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,029,610.00</u>	<u>89,097.44</u>	<u>430,600.17</u>	<u>0.00</u>	<u>599,009.83</u>	<u>41.82</u>
TOTAL REVENUES	0.00	0.00	0.00	1,029,610.00	89,097.44	430,600.17	0.00	599,009.83	41.82
<u>EXPENDITURE SUMMARY</u>									
POLICE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>816,185.01</u>	<u>31,027.05</u>	<u>132,526.08</u>	<u>2,891.30</u>	<u>680,767.63</u>	<u>16.59</u>
TOTAL EXPENDITURES	0.00	0.00	0.00	816,185.01	31,027.05	132,526.08	2,891.30	680,767.63	16.59
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	0.00	0.00	213,424.99	58,070.39	298,074.09 (	2,891.30) (	81,757.80)	138.31

25 -PARK FUND
FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
TRANSFERS - INTERFUND	0.00	0.00	0.00	16,200.00	0.00	16,200.00	0.00	0.00	100.00
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	16,200.00	0.00	16,200.00	0.00	0.00	100.00
<u>PARKS DIVISION</u>									
PROPERTY TAXES	0.00	0.00	0.00	555,127.00	4,419.18	541,071.86	0.00	14,055.14	97.47
MISCELLANEOUS	0.00	0.00	0.00	40,652.00	2,231.69	17,745.80	0.00	22,906.20	43.65
FACILITY RENTAL REVENUE	0.00	0.00	0.00	22,615.00	2,305.00	4,222.50	0.00	18,392.50	18.67
TRANSFERS - INTERFUND	0.00	0.00	0.00	825,000.00	68,750.00	412,500.00	0.00	412,500.00	50.00
TOTAL PARKS DIVISION	0.00	0.00	0.00	1,443,394.00	77,705.87	975,540.16	0.00	467,853.84	67.59
<u>RECREATION DIVISION</u>									
CONCESSION REVENUE	0.00	0.00	0.00	52,000.00	2,019.50	3,407.00	0.00	48,593.00	6.55
FACILITY RENTAL REVENUE	0.00	0.00	0.00	20,320.00	365.00	5,450.00	0.00	14,870.00	26.82
PROGRAM REVENUE	0.00	0.00	0.00	311,275.00	24,340.00	156,951.52 (	50.00)	154,373.48	50.41
TOTAL RECREATION DIVISION	0.00	0.00	0.00	383,595.00	26,724.50	165,808.52 (	50.00)	217,836.48	43.21
<u>CENTERVIEW</u>									
FACILITY RENTAL REVENUE	0.00	0.00	0.00	82,950.00	13,396.25	40,057.61	0.00	42,892.39	48.29
PROGRAM REVENUE	0.00	0.00	0.00	13,850.00	105.00	5,830.00	0.00	8,020.00	42.09
TOTAL CENTERVIEW	0.00	0.00	0.00	96,800.00	13,501.25	45,887.61	0.00	50,912.39	47.40
<u>RAYMORE ACTIVITY CENTER</u>									
MISCELLANEOUS	0.00	0.00	0.00	11,600.00	1,012.00	7,755.00	0.00	3,845.00	66.85
CONCESSION REVENUE	0.00	0.00	0.00	5,900.00	364.50	3,325.50	0.00	2,574.50	56.36
FACILITY RENTAL REVENUE	0.00	0.00	0.00	42,575.00	4,732.50	25,150.00	0.00	17,425.00	59.07
PROGRAM REVENUE	0.00	0.00	0.00	244,845.00	7,856.00	46,880.00	0.00	197,965.00	19.15
TOTAL RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	304,920.00	13,965.00	83,110.50	0.00	221,809.50	27.26
TOTAL REVENUES	0.00	0.00	0.00	2,244,909.00	131,896.62	1,286,546.79 (	50.00)	958,412.21	57.31
<u>EXPENDITURE SUMMARY</u>									
PARKS DIVISION	10,499.12	8,914.12	1,585.00	1,266,979.49	106,087.52	608,905.42	2,667.56	655,406.51	48.27
RECREATION DIVISION	0.00	0.00	0.00	432,460.50	39,716.71	184,792.97	5,955.40	241,712.13	44.11
CENTERVIEW	0.00	0.00	0.00	116,533.96	9,295.73	55,023.07	1,877.45	59,633.44	48.83
RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	299,385.54	25,434.87	166,428.02	2,848.98	130,108.54	56.54
TOTAL EXPENDITURES	10,499.12	8,914.12	1,585.00	2,115,359.49	180,534.83	1,015,149.48	13,349.39	1,086,860.62	48.62
REVENUES OVER/(UNDER) EXPENDITURES	(10,499.12)	8,914.12 (	1,585.00)	129,549.51 (	48,638.21)	271,397.31 (	13,399.39) (	128,448.41)	199.15

50 -ENTERPRISE FUND
FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
MISCELLANEOUS	0.00	0.00	0.00	253,724.00	9,719.85	99,077.02	0.00	154,646.98	39.05
UTILITY REVENUE	0.00	0.00	0.00	11,974,953.00	855,343.16	5,559,665.26	0.00	6,415,287.74	46.43
TRANSFERS - INTERFUND	0.00	0.00	0.00	8,500.00	0.00	8,500.00	0.00	0.00	100.00
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	12,237,177.00	865,063.01	5,667,242.28	0.00	6,569,934.72	46.31
<u>COVID-19</u>									
<u>SRF SEWER BONDS</u>									
TOTAL REVENUES	0.00	0.00	0.00	12,237,177.00	865,063.01	5,667,242.28	0.00	6,569,934.72	46.31
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	750,000.00	62,500.00	375,000.00	0.00	375,000.00	50.00
WATER	0.00	0.00	0.00	4,952,118.34	385,171.78	2,169,482.80	10,727.97	2,771,907.57	44.03
SEWER	0.00	0.00	0.00	4,859,394.34	233,451.26	2,142,620.99	53,607.95	2,663,165.40	45.20
SOLID WASTE	0.00	0.00	0.00	2,293,838.00	200,000.40	904,057.17	0.00	1,389,780.83	39.41
TOTAL EXPENDITURES	0.00	0.00	0.00	12,855,350.68	881,123.44	5,591,160.96	64,335.92	7,199,853.80	43.99
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	(618,173.68)	(16,060.43)	76,081.32	(64,335.92)	(629,919.08)	1.90-

Investment Monthly Report

Investments Held at 04/30/2026

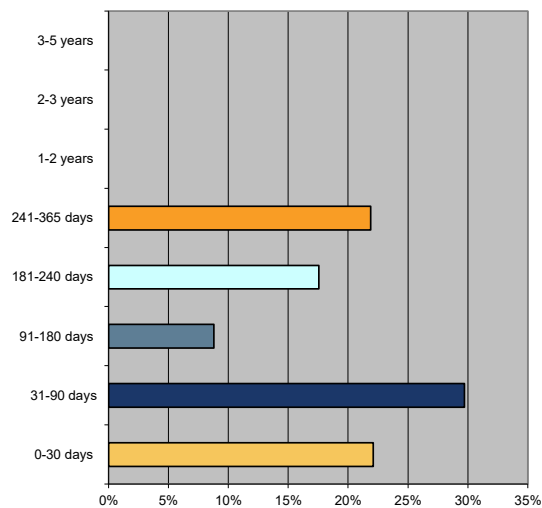
Purchase Date	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Market*	Premium (Discount)
12/31/25	1431717	NASB	CD		12/31/26	2,000,000.00	2,000,000.00	3.750	2,000,000.00	NA
12/31/25	1431684	NASB	CD		12/31/26	2,000,000.00	2,000,000.00	3.750	2,000,000.00	NA
10/18/12		MOSIP	MOSIP POOLE- GENERAL FUND		NA	5,032,374.88	5,032,374.88	3.930	5,032,374.88	NA
08/14/19	901472	CBR	CD	Fund 50	08/25/26	766,794.66	766,794.66	3.800	766,794.66	NA
09/05/25	1404904	NASB	CD		09/05/26	2,000,000.00	2,000,000.00	3.850	2,000,000.00	NA
03/20/26	296028283	COMMERCE	US TREASURY NOTES		03/31/27	4,984,748.87	4,984,748.87	3.799	4,984,748.87	
08/07/25	296026850	COMMERCE	US TREASURY		08/06/26	1,999,929.45	2,077,000.00	3.838	1,999,929.45	(77,070.55)
08/07/25	296026851	COMMERCE	US TREASURY	JUSTICE CENTER	08/06/26	3,999,858.91	4,154,000.00	3.838	3,999,858.91	(154,141.09)
Investment Total						22,783,706.77	23,014,918.41		22,783,706.77	(231,211.64)

*Market value listed above is the value of the investment at month end

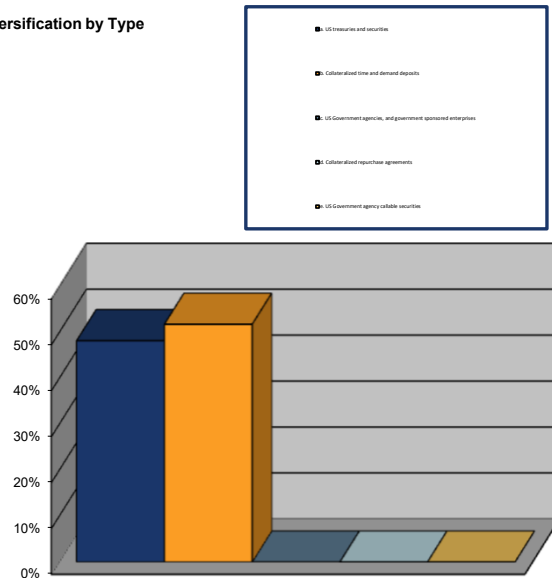
Average Annual Rate of Return: 3.8341

** Par value listed above is the actual amount if less than one year or the calculated annual earnings showing a one-year duration

Investment by Maturity



Diversification by Type



Listing of Investments Matured During the Month

Month	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Days Held

Average Rate of Return on Maturities:

April Grant Summary

New Grant Applications	Grantor	Award Amt. Requested / Match Required	Project / Item	Notification Timeline	Awarded / Denied

Current Grant Awards:	Grantor	Award Amt. / Match Required	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
Police:					
State & Community Hwy. Safety Grant - DWI (Oct. 2025 - Sept. 2026)	MoDOT (Traffic & Hwy. Safety Division)	\$14,800 (no match)	\$2,801.10	\$2,174.86	09/30/26
State & Community Hwy. Safety Grant - HMV (Oct. 2025 - Sept. 2026)	MoDOT (Traffic & Hwy. Safety Division)	\$15,379 (no match)	\$1,388.24	\$0.00	09/30/26
Bulletproof Vest Partnership (Sept. 2019 - Aug. 2022)	DOJ	\$5,398 (50% match)	\$6,647.44	\$6,647.44	08/31/24
Parks:					
Emergency Management:					
Emergency Mgmt. Performance Grant - 2025 (July 2024 - June 2025)	FEMA	\$34,171.57 (50% match)	\$26,556.27	\$26,556.27	06/30/25
Community Development:					
Community Development	AARP	\$15,000	\$12,349.52	\$15,000.00	11/05/18

Past Grant Awards:	Grantor	Award Amount / Match Req'd.	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
--------------------	---------	-----------------------------	----------------------------------	---------------------------------------	----------------

FINANCE MONTHLY REPORT

This report, consisting of a Financial Summary, Investment Summary and Grant Summary, has been prepared for the fiscal period May 1, 2026 to May 31, 2026.

May Financial Summary

Some notes regarding this month's summary operating report:

General Fund

Revenue:

58.33% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 65.22% of budget. Inter-fund transfers are being completed on a monthly basis with the exception of the Capital Funds Transfer. The Capital Funds Transfers will occur throughout the year after the capital project has been contracted by the Council.

- Property tax revenues collected are tracking as expected at 95.31%. Staff expects this revenue source to come in at budget.
- Franchise Tax revenues are tracking slightly above straight line at 56.38%. This revenue source varies depending on the weather. Staff will continue to monitor this closely throughout the year.
- Sales tax revenues as a whole are tracking at straight line budget at 58.35%. City sales taxes are at 57.25% while state shared gasoline and vehicle taxes are at 61.14%.
- Fees and Permit revenues collected are tracking above straight line budget at 110.65%. There are 115 residential building permits issued out of the 183 budgeted starts. In addition, we have issued 13 commercial building permits.
- License revenues collected are tracking above straight line budget at 85.30%. Occupational license revenues collected are tracking ahead of expectation. Nearly all of the revenue is received in December and January when the licenses are due and staff anticipates a small amount throughout the spring for new builders to the area. Liquor licenses were due in May.
- Municipal Court revenues collected are slightly below straight line budget at 57.17%. Staff will monitor this revenue source closely throughout the year.
- Miscellaneous revenues are above straight line budget at 69.41% primarily due to Dispatch Fee collections in January and February.

Expenditures:

Departmental spending is tracking normally. Most of the departments are right at straight line expectation or slightly below.

- The Information Technology Department has started to replace the majority of the computers scheduled for replacement, and has renewed 50% of the annual software maintenance agreements, putting it above straight line budget.
- The Economic Development Department is currently at 58.92 of straight line budget due to membership dues paid for the year.

Public Safety Sales Tax Fund

Passed: 04/08/2025

Effective: 10/01/2025

First DOR Distribution: 12/2025

Revenue:

Revenues are at 49.77% of budget 58.33% of the way through the year. Normal collection of this revenue began in December for October retail sales. Staff will continue to monitor this revenue closely.

Expenditures:

Expenses include Cadet salaries as well as tuition for five cadets in the police academy.

Parks & Recreation Fund

Revenue:

Revenues are at 63.06% of budget 58.33% of the way through the year, normal for this time of the year. Staff will monitor all revenue sources closely

Expenditures:

The Parks department is showing the same operational expenditure pattern as in years past. Recreation department expenses reciprocate recreation revenue. Expenditures are expected to increase as the number of programs offered goes up.

Enterprise Fund

Revenue:

Utility revenues as a whole are tracking at 54.14% of straight line budget. Staff will continue to monitor all utility revenue closely throughout the year.

Expenditures:

Enterprise Fund expenditures tracking below straight line budget but at expectations.

01 -GENERAL FUND

FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
--	------------------------------	--------------------------	---	-------------------	-------------------	------------------------	----------------------	-------------------	----------------

REVENUE SUMMARY

NON-DEPARTMENTAL

PROPERTY TAXES	0.00	0.00	0.00	2,127,978.00	16,601.27	2,028,090.09	0.00	99,887.91	95.31
FRANCHISE TAXES	0.00	0.00	0.00	2,699,704.00	168,933.52	1,522,056.99	0.00	1,177,647.01	56.38
SALES TAXES	0.00	0.00	0.00	5,200,460.00	438,073.45	3,034,320.79	0.00	2,166,139.21	58.35
FEES AND PERMITS	0.00	0.00	0.00	588,265.00	48,108.92	650,903.30	0.00	(62,638.30)	110.65
LICENSES	0.00	0.00	0.00	139,020.00	16,637.00	118,579.00	0.00	20,441.00	85.30
MUNICIPAL COURT	0.00	0.00	0.00	307,874.00	27,412.07	176,000.40	0.00	131,873.60	57.17
MISCELLANEOUS	0.00	0.00	0.00	1,029,594.00	33,951.42	677,299.82	37,303.67	314,990.51	69.41
TRANSFERS - INTERFUND	0.00	0.00	0.00	2,459,053.00	178,128.34	1,246,898.38	0.00	1,212,154.62	50.71
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	14,551,948.00	927,845.99	9,454,148.77	37,303.67	5,060,495.56	65.22

COVID-19

TOTAL REVENUES	0.00	0.00	0.00	14,551,948.00	927,845.99	9,454,148.77	37,303.67	5,060,495.56	65.22
----------------	------	------	------	---------------	------------	--------------	-----------	--------------	-------

EXPENDITURE SUMMARY

NON-DEPARTMENTAL	0.00	0.00	0.00	1,945,200.00	20,625.00	1,894,647.48	0.00	50,552.52	97.40
ADMINISTRATION	0.00	0.00	0.00	1,663,933.76	160,278.34	951,699.73	94,915.20	617,318.83	62.90
INFORMATION TECHNOLOGY	2,153.90	0.00	2,153.90	997,841.94	56,243.68	667,620.46	26,544.72	303,676.76	69.57
ECONOMIC DEVELOPMENT	0.00	0.00	0.00	198,801.00	12,745.37	116,500.96	633.25	81,666.79	58.92
COMMUNITY DEVELOPMENT	229.59	229.59	0.00	1,031,084.96	78,198.46	549,196.87	392.87	481,495.22	53.30
ENGINEERING	229.59	229.59	0.00	552,471.84	34,668.11	236,424.42	780.82	315,266.60	42.94
STREETS	2,160.01	0.00	2,160.01	1,058,970.72	72,797.26	599,205.99	19,479.22	440,285.51	58.42
BUILDING & GROUNDS	0.00	0.00	0.00	431,281.40	30,161.58	223,754.40	5,508.62	202,018.38	53.16
STORMWATER	0.00	0.00	0.00	402,176.40	25,283.35	198,424.58	1,521.27	202,230.55	49.72
COURT	0.00	0.00	0.00	218,125.00	15,655.56	118,180.40	1,820.98	98,123.62	55.01
FINANCE	1,000.00	1,000.00	0.00	1,055,552.86	114,100.28	596,169.26	16,039.63	443,343.97	58.00
COMMUNICATIONS	0.00	0.00	0.00	436,223.00	63,535.44	270,030.31	34,672.28	131,520.41	69.85
PROSECUTING ATTORNEY	0.00	0.00	0.00	27,000.00	2,250.00	13,500.00	2,250.00	11,250.00	58.33
POLICE	0.00	0.00	0.00	6,317,438.90	426,291.87	3,450,696.90	12,039.48	2,854,702.52	54.81
EMERGENCY MANAGEMENT	0.00	0.00	0.00	171,991.88	11,557.35	89,112.82	2,320.27	80,558.79	53.16

TOTAL EXPENDITURES	5,773.09	1,459.18	4,313.91	16,508,093.66	1,124,391.65	9,975,164.58	218,918.61	6,314,010.47	61.75
--------------------	----------	----------	----------	---------------	--------------	--------------	------------	--------------	-------

REVENUES OVER/ (UNDER) EXPENDITURES	(5,773.09)	1,459.18	(4,313.91)	(1,956,145.66)	(196,545.66)	(521,015.81)	(181,614.94)	(1,253,514.91)	35.92
-------------------------------------	-------------	----------	-------------	-----------------	---------------	---------------	---------------	-----------------	-------

15 -PUBLIC SAFETY SALES TAX
FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
SALES TAXES	0.00	0.00	0.00	1,026,289.00	81,154.13	510,449.74	0.00	515,839.26	49.74
MISCELLANEOUS	0.00	0.00	0.00	3,321.00	645.99	1,950.55	0.00	1,370.45	58.73
TOTAL NON-DEPARTMENTAL	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,029,610.00</u>	<u>81,800.12</u>	<u>512,400.29</u>	<u>0.00</u>	<u>517,209.71</u>	<u>49.77</u>
TOTAL REVENUES	0.00	0.00	0.00	1,029,610.00	81,800.12	512,400.29	0.00	517,209.71	49.77
<u>EXPENDITURE SUMMARY</u>									
POLICE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>816,185.01</u>	<u>30,949.95</u>	<u>163,476.03</u>	<u>0.00</u>	<u>652,708.98</u>	<u>20.03</u>
TOTAL EXPENDITURES	0.00	0.00	0.00	816,185.01	30,949.95	163,476.03	0.00	652,708.98	20.03
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	0.00	0.00	213,424.99	50,850.17	348,924.26	0.00	(135,499.27)	163.49

25 -PARK FUND
FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
TRANSFERS - INTERFUND	0.00	0.00	0.00	16,200.00	0.00	16,200.00	0.00	0.00	100.00
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	16,200.00	0.00	16,200.00	0.00	0.00	100.00
<u>PARKS DIVISION</u>									
PROPERTY TAXES	0.00	0.00	0.00	555,127.00	4,466.48	545,538.34	0.00	9,588.66	98.27
MISCELLANEOUS	0.00	0.00	0.00	40,652.00	3,183.75	20,929.55	0.00	19,722.45	51.48
FACILITY RENTAL REVENUE	0.00	0.00	0.00	22,615.00	3,292.50	7,515.00	0.00	15,100.00	33.23
TRANSFERS - INTERFUND	0.00	0.00	0.00	825,000.00	68,750.00	481,250.00	0.00	343,750.00	58.33
TOTAL PARKS DIVISION	0.00	0.00	0.00	1,443,394.00	79,692.73	1,055,232.89	0.00	388,161.11	73.11
<u>RECREATION DIVISION</u>									
CONCESSION REVENUE	0.00	0.00	0.00	52,000.00	7,507.00	10,914.00	0.00	41,086.00	20.99
FACILITY RENTAL REVENUE	0.00	0.00	0.00	20,320.00	150.00	5,600.00	0.00	14,720.00	27.56
PROGRAM REVENUE	0.00	0.00	0.00	311,275.00	10,685.00	167,636.52	0.00	143,638.48	53.85
TOTAL RECREATION DIVISION	0.00	0.00	0.00	383,595.00	18,342.00	184,150.52	0.00	199,444.48	48.01
<u>CENTERVIEW</u>									
FACILITY RENTAL REVENUE	0.00	0.00	0.00	82,950.00	3,851.55	43,909.16	0.00	39,040.84	52.93
PROGRAM REVENUE	0.00	0.00	0.00	13,850.00	225.00	6,055.00	0.00	7,795.00	43.72
TOTAL CENTERVIEW	0.00	0.00	0.00	96,800.00	4,076.55	49,964.16	0.00	46,835.84	51.62
<u>RAYMORE ACTIVITY CENTER</u>									
MISCELLANEOUS	0.00	0.00	0.00	11,600.00	1,308.00	9,063.00	0.00	2,537.00	78.13
CONCESSION REVENUE	0.00	0.00	0.00	5,900.00	0.00	3,325.50	0.00	2,574.50	56.36
FACILITY RENTAL REVENUE	0.00	0.00	0.00	42,575.00	2,690.00	27,840.00	0.00	14,735.00	65.39
PROGRAM REVENUE	0.00	0.00	0.00	244,845.00	22,980.00	69,860.00	0.00	174,985.00	28.53
TOTAL RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	304,920.00	26,978.00	110,088.50	0.00	194,831.50	36.10
TOTAL REVENUES	0.00	0.00	0.00	2,244,909.00	129,089.28	1,415,636.07	0.00	829,272.93	63.06
<u>EXPENDITURE SUMMARY</u>									
PARKS DIVISION	10,499.12	8,914.12	1,585.00	1,266,979.49	87,043.36	695,948.78	18,612.08	552,418.63	56.40
RECREATION DIVISION	0.00	0.00	0.00	432,460.50	55,901.14	240,694.11	11,238.48	180,527.91	58.26
CENTERVIEW	0.00	0.00	0.00	116,533.96	6,486.72	61,509.79	2,140.02	52,884.15	54.62
RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	299,385.54	23,265.04	189,693.06	4,147.90	105,544.58	64.75
TOTAL EXPENDITURES	10,499.12	8,914.12	1,585.00	2,115,359.49	172,696.26	1,187,845.74	36,138.48	891,375.27	57.86
REVENUES OVER/ (UNDER) EXPENDITURES	(10,499.12)	8,914.12	(1,585.00)	129,549.51	(43,606.98)	227,790.33	(36,138.48)	(62,102.34)	147.94

50 -ENTERPRISE FUND
FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
MISCELLANEOUS	0.00	0.00	0.00	253,724.00	10,743.18	109,820.20	0.00	143,903.80	43.28
UTILITY REVENUE	0.00	0.00	0.00	11,974,953.00	947,341.36	6,507,006.62	0.00	5,467,946.38	54.34
TRANSFERS - INTERFUND	0.00	0.00	0.00	8,500.00	0.00	8,500.00	0.00	0.00	100.00
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	12,237,177.00	958,084.54	6,625,326.82	0.00	5,611,850.18	54.14
<u>COVID-19</u>									
<u>SRF SEWER BONDS</u>									
TOTAL REVENUES	0.00	0.00	0.00	12,237,177.00	958,084.54	6,625,326.82	0.00	5,611,850.18	54.14
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	750,000.00	62,500.00	437,500.00	0.00	312,500.00	58.33
WATER	0.00	0.00	0.00	4,952,118.34	316,610.99	2,486,093.79	126,083.89	2,339,940.66	52.75
SEWER	0.00	0.00	0.00	4,859,394.34	235,764.81	2,378,385.80	87,393.25	2,393,615.29	50.74
SOLID WASTE	0.00	0.00	0.00	2,293,838.00	176,681.48	1,080,738.65	0.00	1,213,099.35	47.11
TOTAL EXPENDITURES	0.00	0.00	0.00	12,855,350.68	791,557.28	6,382,718.24	213,477.14	6,259,155.30	51.31
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	(618,173.68)	166,527.26	242,608.58	(213,477.14)	(647,305.12)	4.71-

Investment Monthly Report

Investments Held at 05/31/2026

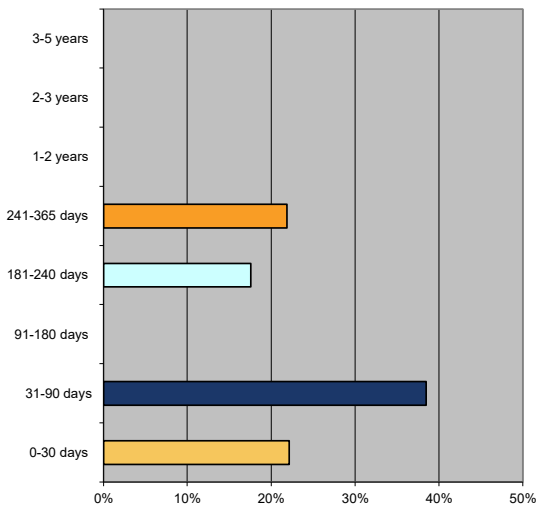
Purchase Date	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Market*	Premium (Discount)
12/31/25	1431717	NASB	CD		12/31/26	2,000,000.00	2,000,000.00	3.750	2,000,000.00	NA
12/31/25	1431684	NASB	CD		12/31/26	2,000,000.00	2,000,000.00	3.750	2,000,000.00	NA
10/18/12		MOSIP	MOSIP POOLE- GENERAL FUND		NA	5,047,818.44	5,047,818.44	3.930	5,047,818.44	NA
08/14/19	901472	CBR	CD	Fund 50	08/25/26	766,794.66	766,794.66	3.800	766,794.66	NA
09/05/25	1404904	NASB	CD		09/05/26	2,000,000.00	2,000,000.00	3.850	2,000,000.00	NA
03/20/26	296028283	COMMERCE	US TREASURY NOTES		03/31/27	4,984,748.87	4,984,748.87	3.799	4,984,748.87	
08/07/25	296026850	COMMERCE	US TREASURY		08/06/26	1,999,929.45	2,077,000.00	3.838	1,999,929.45	(77,070.55)
08/07/25	296026851	COMMERCE	US TREASURY	JUSTICE CENTER	08/06/26	3,999,858.91	4,154,000.00	3.838	3,999,858.91	(154,141.09)
Investment Total						22,799,150.33	23,030,361.97		22,799,150.33	(231,211.64)

*Market value listed above is the value of the investment at month end

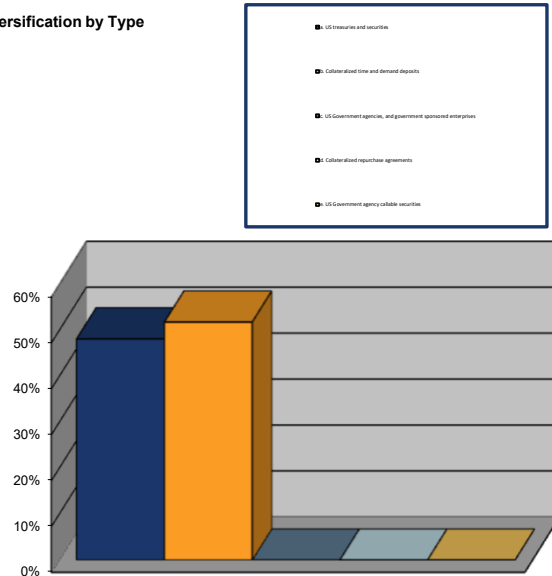
Average Annual Rate of Return: 3.8342

** Par value listed above is the actual amount if less than one year or the calculated annual earnings showing a one-year duration

Investment by Maturity



Diversification by Type



Listing of Investments Matured During the Month

Month	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Days Held

Average Rate of Return on Maturities:

May Grant Summary

New Grant Applications	Grantor	Award Amt. Requested / Match Required	Project / Item	Notification Timeline	Awarded / Denied

Current Grant Awards:	Grantor	Award Amt. / Match Required	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
Police:					
State & Community Hwy. Safety Grant - DWI (Oct. 2025 - Sept. 2026)	MoDOT (Traffic & Hwy. Safety Division)	\$14,800 (no match)	\$2,801.10	\$2,174.86	09/30/26
State & Community Hwy. Safety Grant - HMV (Oct. 2025 - Sept. 2026)	MoDOT (Traffic & Hwy. Safety Division)	\$15,379 (no match)	\$1,388.24	\$0.00	09/30/26
Bulletproof Vest Partnership (Sept. 2019 - Aug. 2022)	DOJ	\$5,398 (50% match)	\$6,647.44	\$6,647.44	08/31/24
Parks:					
Emergency Management:					
Emergency Mgmt. Performance Grant - 2025 (July 2024 - June 2025)	FEMA	\$34,171.57 (50% match)	\$26,556.27	\$26,556.27	06/30/25
Community Development:					
Community Development	AARP	\$15,000	\$12,349.52	\$15,000.00	11/05/18

Past Grant Awards:	Grantor	Award Amount / Match Req'd.	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
--------------------	---------	-----------------------------	----------------------------------	---------------------------------------	----------------



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 6/22/2026

SUBMITTED BY: Erica Hill

DEPARTMENT: City Clerk

ITEM CATEGORY: Informational Item

TITLE / ISSUE / REQUEST

City Clerk - Fireworks Permits

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:

n/a

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:

Date:

Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Fireworks Tent Regulation Summary

BACKGROUND / JUSTIFICATION

Section 215.030 (Fireworks) of the City Code states, "No person or entity shall sell or display for sale any fireworks within the corporate limits of this City without first obtaining a permit from the City for such sale or display." This Section further states that permits shall be approved by the City Clerk and also that each location shall be inspected by the Fire Marshal and the Code Enforcement Officer. After inspection and approval, the City Clerk will issue a fireworks permit to each location. The sale of fireworks is from 10 a.m. to 10 p.m., each day beginning on June 28 through July 4. The discharge of fireworks is 10

a.m. to 10 p.m. July 1-3 and 10 a.m. to 12:00 midnight on July 4.

The City Clerk has received 6 applications for the sale of fireworks in the City. These applications meet the requirements as outlined in City Code. Issuance of the permits will be granted upon successful inspections before the beginning of sales. The applicants and tent locations are listed below.

- Allstar Fireworks - 1280 W. Foxwood Dr. (Willowind Shopping Center)
- GP'S Investment - 1111 W. Foxwood Dr. (west of St. Paul's United Methodist Church)
- Mackey Fireworks - 715 W. Foxwood Dr. (south of convenience store)
- Sky Blooms Fireworks - 900 W. Foxwood Dr. (west side of parking lot, east of Taco Bell)
- TNT Fireworks - 141 N. Dean Ave. (pull tab sales system - north parking lot of Sam's Club)
- TNT Fireworks - 141 N. Dean Ave. (traditional fireworks tent - northwest parking lot of Sam's Club)

FIREWORKS TENT REGULATIONS

Fireworks Tents and Stand approved by the City pursuant to Section 215 of the City Code and 420 of the Unified Development Code must observe and abide by the following regulations as a condition of obtaining and maintaining a fireworks stand permit in the City of Raymore:

- **Permit Applicability** - the issuance of a permit to operate only authorizes the sale of fireworks at the permitted location. Other temporary uses such as food trucks, mobile trailers, food stands, or the sale of items and goods other than fireworks is prohibited.
- **Tent Locations** - Fireworks Tents and Stands may occur on properties with approved fireworks applications, provided that:
 - No entrance or exit is blocked;
 - No principal access drives through the property are blocked;
 - No fire lane is blocked; and
 - Parking requirements generated by the temporary use can be accommodated on the property, or within designated parking spaces
- **Containment of Merchandise and Supplies** - Fireworks Tents and Stands shall contain the merchandise and supplies being sold wholly within the tent or stand being utilized for the event. Merchandise shall not be permitted outside of the perimeter of the tent. Tent flaps shall be required to be secured or anchored to the ground during off-business hours using straps, rope, tie downs etc. Pallets, boxes and other materials shall not be used to keep flaps secured.
- **Trash and Debris** - All tents must have a dumpster on site and shall be readily accessible to staff working at the tent. Empty boxes, pallets, plastic wrapping shall be kept inside the dumpster at all times. Trash and debris shall not be located throughout the site. Grass and weeds shall be maintained during the duration of the
- **Signage** - signage may be provided on-site only and may be installed on-site as a banner sign, or attached to the tent itself. Signs secured to tents shall be securely fastened. Sign size shall be limited to 32 square feet in size and shall be placed entirely on private property and outside of the City ROW. A Sign Permit shall be submitted and approved prior to installation. Unpermitted signage is subject to removal with or without notice.

- **Parking areas and Access** - Parking must be provided on-site on private property, or within designated parking spaces in a public space. Access to firework stand locations and parking areas shall be provided via approved driveways, private parking lots, or private grassy areas. Traversing or parking on public curbs, sidewalks, trails, or other similar areas is prohibited.
- **Coordination with South Metropolitan Fire Protection District** - Permitted Firework Tent and Stand shall obtain all required permits and inspections from the South Metropolitan Fire Protection District Fire Marshal and must maintain compliance with all applicable regulations at all times.
- **Commencement of Sale and Operation** - Sales shall not be permitted to commence until the applicant has demonstrated compliance with all of the applicable rules and regulations, obtained all required permits, and passed all required inspections by the City's Building Official or Inspector, and South Metropolitan Fire Protection District's Fire Marshal.
- **Inspections** - The City of Raymore and South Metropolitan Fire Protection District shall maintain the ability to conduct periodic inspections throughout the duration of the fireworks tent or stand and shall maintain the authority to issue violations and corrective orders if necessary.

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, JUNE 8, 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

5. Personal Appearances

6. Staff Reports

Development Services Director David Gress reviewed the staff report included in the Council packet.

Chief of Police Jim Wilson announced that five cadets are graduating from the Academy this week.

Assistant City Manager Murdock provided an update on the Justice Center concept design project. He reviewed the station design conference he and Chief Wilson attended in May. He also reviewed the Public Engagement Session held at City Hall on May 27, noting there haven't been as many surveys submitted as anticipated, however, all of the comments received have been positive. The next engagement session is on June 18. This session will have drawings of the initial concepts of the floorplan, outside sketches and renderings of the building, and tours of the existing facility. After this session, staff will gather Council's feedback at a future work session.

Councilmember McDonald asked how we can get more public comments and citizen engagement. Assistant City Manager Murdock suggested directing them to the official survey and sharing the information on their social media.

Mr. Feuerborn stated the June 15 work session would be cancelled, but is planning a work session on June 29, the fifth Monday of the month.

7. Committee Reports

8. Consent Agenda

A. City Council Regular Meeting minutes, May 11, 2026

B. Resolution 26-25: Acceptance and Final Payment - Dean Avenue Curb Replacement

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

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 second reading of Bill 4035 by title only.

MOTION: By Councilmember Circo, second by Councilmember Burke III to approve the second 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

Mayor Turnbow announced the motion carried and declared Bill 4035 as **Raymore City Ordinance 2026-030.**

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 second reading of Bill 4033 by title only.

MOTION: By Councilmember Circo, second by Councilmember Burke III to approve the second 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

Mayor Turnbow announced the motion carried and declared Bill 4033 as **Raymore City Ordinance 2026-031.**

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 second reading of Bill 4036 by title only.

MOTION: By Councilmember Circo, second by Councilmember Burke III to approve the second 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

Mayor Turnbow announced the motion carried and declared Bill 4036 as **Raymore City Ordinance 2026-032.**

10. New Business

A. Award of Contract - Recycle-in-Place Project

BILL 4037: "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."

City Clerk Erica Hill conducted the first reading of Bill 4037 by title only.

Public Works Director Trent Salsbury reviewed the staff report included in the Council packet. 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, from Gallagher Asphalt Corporation, who 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.

Councilmember Baker asked the number of lane miles and if we have used this process before. Mr. Salsbury stated he hasn't calculated the lane miles, but it is 57,940 square yards of surface and has the same life expectancy as chip and seal.

Councilmember Barber asked the length of time of the process. Mr. Salsbury stated it should be about the same length.

MOTION: By Councilmember Circo, second by Councilmember Burke III to approve the first reading of Bill 4037 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

B. Budget Amendment - Recycle-in-Place Project

BILL 4038: "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."

City Clerk Erica Hill conducted the first reading of Bill 4038 by title only.

Finance Director Elisa Williams reviewed the staff report included in the Council packet. 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 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.

MOTION: By Councilmember Circo, second by Councilmember Burke III to approve the first reading of Bill 4038 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. Award of Contract - Good Parkway South Trail Design

BILL 4034: "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."

City Clerk Erica Hill conducted the first reading of Bill 4034 by title only.

Parks and Recreation Director Nathan Musteen reviewed the staff report included in the Council packet. 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.

Councilmember McDonald asked if the trail redesign includes erosion control of the banks. City Manager Feuerborn stated that will be next on the agenda.

Councilmember McDonald asked what will determine the scope of services and how might this affect the design cost pending the watershed evaluation. Mr. Feuerborn answered that this proposal would be limited to the southern portion and be more focused on the conditions when flooding occurs. It will ask what we can do with the trail to make sure that the trail is accessible, such as boardwalks, liftings, possibly some dirt work that might need to be associated with that. The study goes all the way up to 58 Highway and down to this area. It's going to be a much more comprehensive look at the entire picture, not just the details of the trail. Enough of the study would be done prior to any recommendations on the trail. We would come back with a construction contract showing what we need to do with the trail, but it has to look at the cause.

Councilmember McDonald stated it seems the contract duration for each is the same amount of time and assumed that we would be committing to completing the watershed evaluation prior to any design work that takes place with the trail so we don't have to go back and redesign. Mr. Feuerborn confirmed and stated we also have to find the money to actually redesign and move the trail as well, which will be up to the Park Board.

Councilmember McDonald asked if delaying the trail design until completion of the watershed study jeopardizes any grants or deadlines or outside funding for this project. Mr. Feuerborn stated he didn't think so, because we're using the same contractor for both we can arrange that timing accordingly.

Councilmember McDonald asked what benefit do we have in moving forward with both of these now as opposed to waiting for the trail design until we've been able to evaluate the watershed study and Council can look into approving the trail redesign at that point.

Jim Schuessler, landscape architect, George Butler Associates, stated they are always trying to get the best bidding window to get favorable bidding and as many contractors as we can for projects. They definitely want to have the trail designed to get the most favorable bidding window, which is through the middle of January. Because it is all done inhouse, we don't have to go in once done and get approved. The watershed study is going to confirm the elevation of water. We're going to also be working with many entities, such as the Department of Natural Resources and FEMA and others to understand what the implications are of flooding now and in the future because we really want to create a trail that is

going to be easy to maintain for many years in the future. There is a certain amount of waiting for the master plan to be done to the studies but specifically when it comes to what is the erosion protection there's multiple phases of the master plan. The erosion protection or the analysis of the stream can be a second part of the master plan. We don't have to wait for one to be done to start the other and we can sequence them. We can get our surveying completed sooner. We're happy to do whatever your interests are.

Councilmember McDonald asked if delaying the trail design could affect the best bidding cycle for construction. Mr. Schuessler stated construction companies have full workloads and are planning into the future. The more we can give a contractor a larger window to bid in or to build within, we're going to get better bids. They're trying to fill next summer's work in December or January. If we get too far into March, they've already got their summer work planned.

Councilmember McDonald asked if the watershed issue could potentially impact the cost of design services. Mr. Schuessler answered no, it would not affect it. We're going to design your trail. We're going to survey your trail. We're going to put the right elevation. We're going to get the proper drainage. We're going to look at multiple concepts from the boardwalk to raising it to relocating it; even some stream bank armoring where it has eroded out - that has to be fixed with the contract for the trails. All of that is guaranteed with the number that you're receiving today.

Councilmember McDonald stated the study and design contracts are sizable numbers and that we're being fiscally responsible and that we're not going to have to redesign anything and just have clear communication on that.

Mayor Turnbow stated that the confusion comes from the actual trail design coming up before the evaluation, but if you are awarded both contracts, they'll work hand in hand with one another, correct? Mr. Schuessler stated yes, we'll start slow and wait to start the trail until they have really good information.

Councilmember Baker stated he agreed with Mr. McDonald and they have heard from many constituents. We need something done to give relief and some sense of security to the people there that this is not going to get worse as it has over time. I equate this to if you break your arm, you go to the hospital, you don't go right in the surgery to fix your arm. You get an X-ray done first. You evaluate what we need to do and then they take care of what we need to do. He thinks there's more involved as we talk about this study coming up on the next bill. He would like to really see the impact of future developments and property to the west of Dean Avenue that could feed into this watershed over time as we lose absorptions rates due to not having grass and dirt and all that to absorb to. He thinks it's deserving of us to get a deliverable on this watershed study first so that we can evaluate it. We are dealing with a lot of taxpayer money. As he read the contract, it seems like things can get added on to the cost fairly easily if your company incurs certain expenses or this or that. There could be spillway issues, that the size of the spillway on North Cass Parkway is much smaller than

the two upstream of that. When they built the road behind my house and added spillway underneath it, we don't have nearly the flooding that we did in my backyard through this stream, one of the streams that that you'll be studying, but it all streams down to a small spillway under North Cass where the backup is and that area floods out. He would like the design to be reflective of a complete study. He asked about the dates on the contracts, they both say they are to be complete within 90 days. That sounds right on the trail contract terms but that was never going to be the watershed study timeframe, correct.

Councilmember Holman called a point of order. He stated the watershed evaluation contract is the next item.

Councilmember Baker stated we should hold on to this one and get the study done, then get us the deliverables so we can look at those and see. It's going to be a capital expenditure budget item more than likely when we get involved down there, whether or not we have to reroute streams. or whatever. There's a lot of issues going on. He thinks for our constituents and taxpayer money that we put that on hold. It needs to be done, but we need to do this in the right order so we get the most for the money and we're not coming back adding to this cost down the road and we get it right for our people in Ward one.

Councilmember McDonald asked if there were any detractors to separating these and releasing them at separate times. Mr. Schuessler stated they can complete it in any fashion. The watershed study can be done within six months or less, so that's getting me a little late into the year. We can try to expedite. We only need a certain amount of the master plan to be done before we know where the trail needs to go better.

Councilmember McDonald asked staff the same question. Mr. Feuerborn stated he would go ahead if he were the Council. Just because you approve it doesn't mean you're setting the timing. The order on the agenda doesn't mean you're setting the timing of what staff gives to Mr. Schuessler and his team. Recognizing that eventually the trail's got to be done, but staff is not going to take a design final that is clearly in conflict with something that the study is going to be telling us. We've heard a couple of times tonight from Mr. Schuessler, the watershed study does not have to be completely done before this goes, but what we're hearing from some of the Council is you want to make sure that when the trail goes in, the trail is going to be good. If that means that staff instructs them to slow walk the trail design until they feel comfortable that they've got enough information, then that's what we will do.

Councilmember Burke asked if the flood plain had been re-parametered by the government since this trail was put in. Mr. Feuerborn stated it has been once since the trail has been in and then a number of the homeowners have petitioned to have their homes removed from the flood plain for insurance purposes.

Councilmember Roe asked who the original engineering firm was that designed the trail. Mr. Feuerborn answered Phoenix Engineering.

MOTION: By Councilmember McDonald, second by Councilmember Baker to postpone consideration of Bill 4034 until the Good Ranch Watershed Study Bill 4040 is completed or presented to City Council.

DISCUSSION: Councilmember Holman noted that Bill 4040 has not been approved and the motion is assuming approval.

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

MOTION: By Councilmember Circo, second by Councilmember Burke III to approve the first reading of Bill 4034 by title only.

DISCUSSION: None

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

D. Award of Contract - Good Ranch Watershed Evaluation

BILL 4040: "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."

City Clerk Erica Hill conducted the first reading of Bill 4040 by title only.

Public Works Director Trent Salsbury reviewed the staff report included in the Council packet. This item was brought to the City Council in a 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 for the evaluation of the Good Ranch Watershed.

Councilmember Roe asked the timeline. Mr. Salsbury stated it is 6 months and the contract will be fixed before second reading as it stated 90 days.

Councilmember Baker stated for clarification on the scope of work, noting the map doesn't show all of the areas in question and asked if current and future development be evaluated in this study. Mr. Salsbury stated that the map shows the FEMA floodplain. Jim Schuessler added that the area is greater than the map shows and the full area is outlined in the contract.

Councilmember Baker asked if they take into account constituent comments or city reports. Mr. Schuessler stated yes, regular communication with staff. Mr. Feuerborn added that staff will be communicating all complaints and issues known to the City.

Councilmember Baker asked how long will the study be valid. Jim Schuessler will predict the future as best as possible using future land use provided to them.

MOTION: By Councilmember Circo, second by Councilmember Burke III to approve the first reading of Bill 4040 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

E. Award of Contract - Street Light Maintenance

BILL 4039: "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."

City Clerk Erica Hill conducted the first reading of Bill 4039 by title only.

Public Works Director Trent Salsbury reviewed the staff report included in the Council packet. 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.

Mayor Turnbow asked about response times. Mr. Salsbury stated they try to respond to us within 48 hours and repairs completed within 7 days.

Councilmember Barber asked if there was more commitment with additional communication with staff regarding reporting and repair timelines. Mr. Salsbury stated they did meet with representatives to discuss issues and feel things are moving in the right direction.

Councilmember Burke asked what we used to spend annually on the rental of the streetlights. Mr. Feuerborn stated in the hundreds of thousands of dollars range.

MOTION: By Councilmember Circo, second by Councilmember Burke III to approve the first reading of Bill 4039 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

F. Lofts at Foxridge Water Line Easement Vacation and Dedication

BILL 4042: "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."

City Clerk Erica Hill conducted the first reading of Bill 4042 by title only.

Development Services Director David Gress reviewed the staff report included in the Council packet. 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.

MOTION: By Councilmember Circo, second by Councilmember Burke III to approve the first reading of Bill 4042 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

G. Award of Contract - Kurzweil Road Construction

BILL 4041: "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."

City Clerk Erica Hill conducted the first reading of Bill 4041 by title only.

Public Works Director Trent Salsbury reviewed the staff report included in the Council packet. 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. Three bids, including the alternate bid, were received for the Kurzweil Road Construction on June 3, 2026. VF Anderson Builders LLC is the lowest and best bidder. Staff recommends the contract for the Kurzweil Road

Construction project to be awarded to VF Anderson Builders LLC in the amount of \$4,836,185.

MOTION: By Councilmember Circo, second by Councilmember Burke III to approve the first reading of Bill 4041 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 congratulated the cadets on their upcoming graduation, congratulated staff on the 155th Street annexation, expressed excitement on upcoming projects in the City, expressed appreciation to the Police Department, thanked staff for their work during the storms, and noted upcoming events throughout the city in the next month.

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 7:11 p.m.

Respectfully submitted,

Erica Hill

City Clerk

RESOLUTION 26-26

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING AN APPOINTMENT TO THE RAYMORE LICENSE TAX REVIEW COMMITTEE."

WHEREAS, the City has established a License Tax Review Committee consisting of five (5) members, including a member of the Raymore City Council, two (2) citizens of the City, a local developer, and one (1) City staff appointment; and,

WHEREAS, Section 605.120 of the Raymore City Code authorizes the Mayor to appoint members to the License Tax Review Committee with the advice and consent of a majority of the Council.

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

Section 1. Authorization requires that all said appointments shall be approved with the advice and consent of a majority of the Council.

Section 2. The Council consents to the Mayor's appointment of the following person to the License Tax Review Committee as the City Council member.

<u>NAME</u>	<u>EFFECTIVE</u>	<u>TERM EXPIRES</u>
Thomas Circo	June 22, 2026	June 21, 2028

DULY READ AND PASSED 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

RESOLUTION 26-28

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE BROADMOOR AND GRANDSHIRE DRAINAGE PROJECT NUMBER 25-473-201."

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 Broadmoor & Grandshire Drainage Project is accepted.

Section 2. The final payment in the amount of \$11,436.70 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 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: Trent Salsbury

DEPARTMENT: Public Works

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - Recycle-in-Place Project (pg 54)

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. Project map
3. Contract

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



Date: 3/3/2026

LEGEND

— Road



0 0.5
Miles



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 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

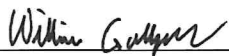
Attest: _____
Erica Hill, City Clerk

(CITY SEAL)

Gallagher Asphalt Corporation

By: _____


Title: _____
Jonathan Gallagher, Vice President

Attest: _____

William Gallagher, Secretary

(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.

Bond No. 2258195

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance 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.

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

OWNER:

(Name, legal status and address)

The City of Raymore
100 Municipal Circle
Raymore, MO

CONSTRUCTION CONTRACT

Date: June 22, 2026

Amount: \$ 484,314.00

Four Hundred Eighty Four Thousand Three Hundred Fourteen Dollars and 00/100

Description:

(Name and location) Recycle-in-Place Paving Project No. 26-505-201

BOND

Date: June 22, 2026

(Not earlier than Construction Contract Date)

Amount: \$ 484,314.00

Four Hundred Eighty Four Thousand Three Hundred Fourteen Dollars and 00/100

Modifications to this Bond:

☒ None

☐ See Section 16

CONTRACTOR AS PRINCIPAL

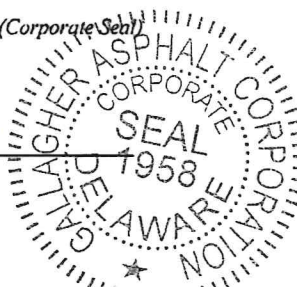
Company:

Gallagher Asphalt Corporation

Signature:

Name Jonathan Gallagher
and Title Vice President

(Corporate Seal)



SURETY

Company:

Swiss Re Corporate Solutions America Insurance Corporation

Signature:

Name Kristen Schmidt
and Title Attorney-in-Fact

Surety Phone No. 816-235-3700

(Corporate Seal)



(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

The Horton Group
10320 Orland Parkway
Orland Park, IL 60467
708-845-3000

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____

Name and Title:

Address

Signature: _____

Name and Title:

Address

Bond No. 2258195

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment 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.

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

OWNER:

(Name, legal status and address)

The City of Raymore
100 Municipal Circle
Raymore, MO

CONSTRUCTION CONTRACT

Date: June 22, 2026

Amount: \$ 484,314.00 Four Hundred Eighty Four Thousand Three Hundred Fourteen Dollars and 00/100

Description:

(Name and location) Recycle-in-Place Paving Project No. 26-505-201

BOND

Date: June 22, 2026

(Not earlier than Construction Contract Date)

Amount: \$ 484,314.00 Four Hundred Eighty Four Thousand Three Hundred Fourteen Dollars and 00/100

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company:

Gallagher Asphalt Corporation

Signature:

Name Jonathan Gallagher
and Title Vice President

(Corporate Seal)



SURETY

Company:

Swiss Re Corporate Solutions America Insurance Corporation

Signature:

Name Kristen Schmidt
and Title Attorney-in-Fact

(Corporate Seal)



Surety Phone No. 816-235-3700

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

The Horton Group
10320 Orland Parkway
Orland Park, IL 60467
708-845-3000

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

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: Kristen Schmidt.

Principal: Gallagher Asphalt Corporation

Obligee: The City of Raymore

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

Bond Number: 2258195

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 David Satory, Senior Vice President of SRCSAIC
& Senior Vice President of SRCSPIC

By 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.



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 22nd day of June, 2026.

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



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 80)

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 84)

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: Sterling Cramer, P.E. _____

Title: Vice President _____

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@kearneymo.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

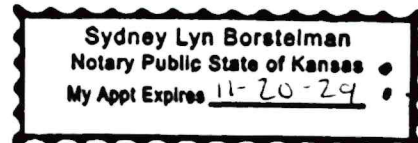
Title: Director of Human Resources

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

Page intentionally left blank

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 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: 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 for cause, 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: Sterling Cramer, P.E. _____

Title: Vice President _____

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 the final report completed within 180 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:

\$1,000,000 Each Occurrence Limit, \$2,000,000 Aggregate Limit

D. *Hold Harmless Clause*

Nothing herein shall require the Consultant to defend the City of Raymore for any claims arising out of the Consultant's alleged professional negligence; however, the Consultant will reimburse the City of Raymore for attorney's fees incurred in the defense of said claims in proportion to the Consultant's fault as established in a final determination by a court of law or arbitration panel as applicable. The Consultant will not ever be required to indemnify, defend or hold harmless the City of Raymore for the City of Raymore's own negligence or fault.

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. Nor shall cancellation relieve the City of Raymore of the obligation to pay for 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.

5/26/2026

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 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.

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 the study 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.

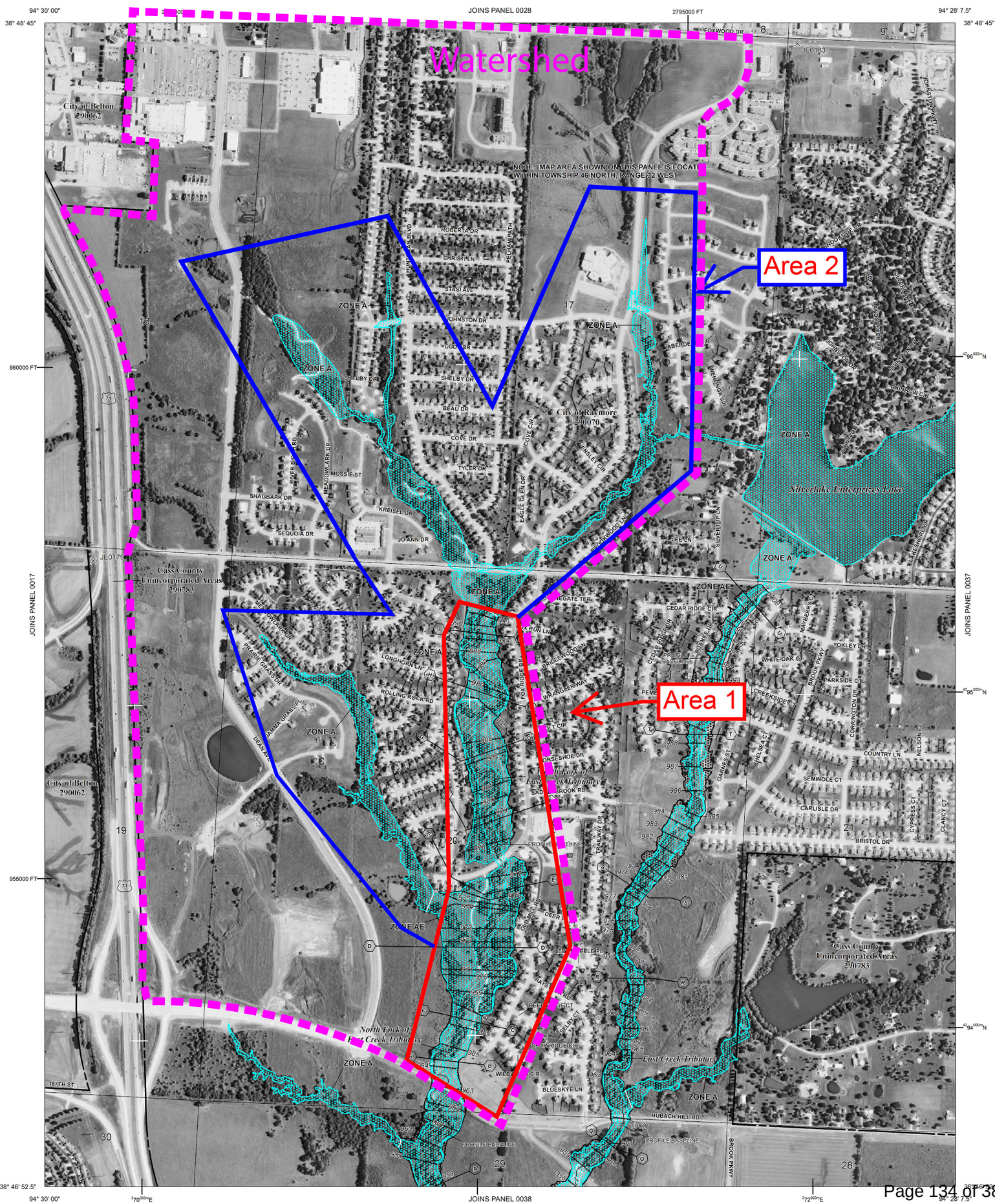
A handwritten signature in blue ink, reading 'Jim Schuessler'.

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 135)

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: *Spencer L. Mathes*

Title: *Manager, Asset Management*

Attest: *Elyssa Lacey*

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.

BLACK & M. WONG

QUOTE FORM D
RFQu 26-005

Fee

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 158)

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,

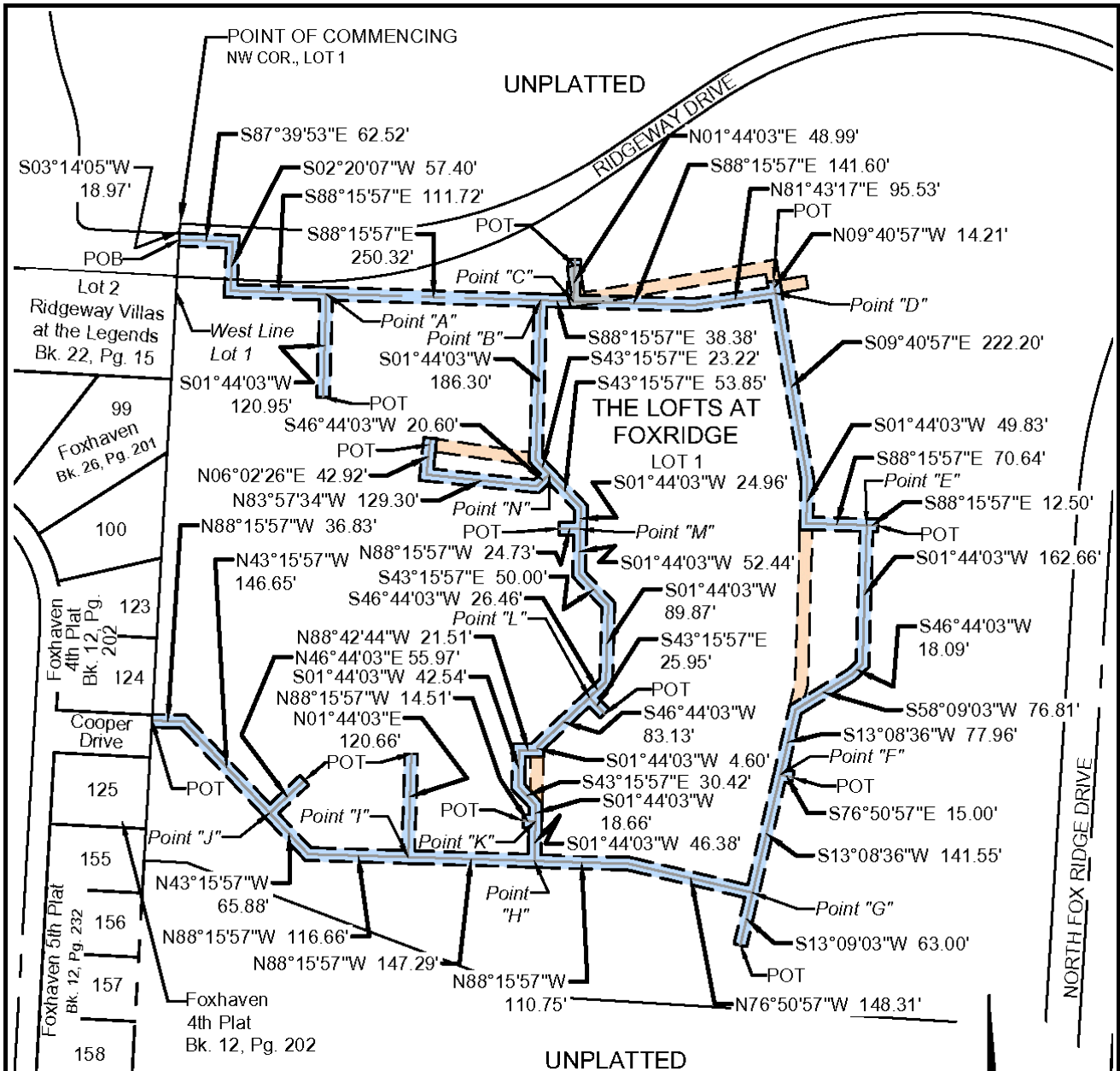
A 15-foot-wide Water Line Easement, lying 7.5 feet on both sides of the following described centerline, whose sidelines are lengthened or foreshortened to terminate at their respective boundary lines, being described on May 4, 2026, by Patrick Ethan Ward, Missouri P.L.S. 20005000071, of Olsson, CLS 366,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



LEGEND



WATER LINE EASEMENT
55,622 S.F./1.2769 Ac., ±



VACATED WATER LINE EASEMENT



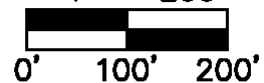
POINT OF TERMINATION



POINT OF BEGINNING



1" = 200'



SCALE IN FEET

Route 58 (a/k/a 171st Street)

Project Location

17

N. Fox Ridge Drive

W. Lucy Webb Road

Sections 17, T46N, R32W

VICINITY MAP

Scale: 1" = 2000'

All that part of the Northeast Quarter of Section 17, Township 46 North, Range 32 West, being in the City of Raymore, Cass County, Missouri, and being more particularly described as follows:

COMMENCING at the Northwest corner of the Northeast Quarter of said Section 17--T46N--R32W; thence South 87 degrees 15 minutes 14 seconds East, along the North line of said North Quarter, a distance of 89.68 feet, to the point of intersection of said North line and the Northerly prolongation of the East line of Foxwood Plaza Lot 1, a subdivision in the City of Raymore, Cass County, Missouri; thence South 03 degrees 14 minutes 05 seconds West, departing the North line of said Northeast Quarter, and along said Northerly prolongation and along the East line of said Foxwood Plaza Lot 1, and along the East line of Ridgeway Villas at Legends, a subdivision in the City of Raymore, Cass County, Missouri, a distance of 1,710.00 feet, to the point of intersection of said East line and the East line of Foxwood Plaza Lot 1, a subdivision in the City of Raymore, Cass County, Missouri, a distance of 166.96 feet, to a point of curvature; thence Easterly and Northeasterly, along a curve to the right, having a radius of 370.00 feet, an arc length of 33.33 minutes 15 seconds, an arc length of 360.49 feet, to a point of tangency; thence North 55 degrees 40 minutes 22 seconds East, a distance of 131.61 feet, to a point of curvature; thence Northeasterly, Easterly and Southeasterly, along a curve to the right, having a radius of 500.00 feet, and through a central angle of 76 degrees 10 minutes 34 seconds, an arc length of 664.81 feet, to a point on a non-tangent line, said point also being on the Westerly Right-of-Way line of Foxridge Drive, as established with Edgemoor Subdivision 3rd Plat, a plat in the City of Raymore, Cass County, Missouri; thence South 69 degrees 21 minutes 10 seconds West, along the Westerly Right-of-Way line of said Foxridge Drive, a distance of 30.00 feet, to a point of tangency; thence Southeasterly, Southerly and Southwesterly, continuing along the Westerly Right-of-Way line of said Foxridge Drive, and along a curve to the right, whose initial tangent bearing is South 48 degrees 11 minutes 20 seconds East, having a radius of 15.00 feet, and through a central angle of 86 degrees 47 minutes 55 seconds, an arc length of 22.72 feet, to a point of reverse curvature; thence Southwesterly and Southerly, continuing along the Westerly Right-of-Way line of said Foxridge Drive, and along a curve to the left, having a radius of 140.00 feet, and through a central angle of 33 minutes 33 seconds, an arc length of 452.76 feet, to a point of tangency; thence South 69 degrees 21 minutes 10 seconds West, continuing along the Westerly Right-of-Way line of said Foxridge Drive, and along the North line of said Eagle Glen Subdivision -- Parcel 4; thence North 86 degrees 26 minutes 46 seconds East, departing the Westerly Right-of-Way line of said Foxridge Drive, and along the North line of said Eagle Glen Subdivision -- Parcel 4, a distance of 589.86 feet; thence North 69 degrees 21 minutes 10 seconds West, continuing along the North line of said Eagle Glen Subdivision -- Parcel 4, a distance of 441.87 feet; thence North 86 degrees 46 minutes 33 seconds West, continuing along the North line of said Eagle Glen Subdivision -- Parcel 4, a distance of 500.00 feet, to a point of tangency on the East line of Foxhaven 4th Plat, a subdivision in the City of Raymore, Cass County, Missouri; thence North 03 degrees 14 minutes 05 seconds east, along the East line of Foxhaven 4th Plat, and along the East line of Foxhaven 4th Plat, and along the East line of Foxwood Plaza Lot 1, a subdivision in the City of Raymore, Cass County, Missouri, a distance of 745.27 feet, to the POINT OF BEGINNING, containing 1,087,129 Square Feet or 24,957.0 Acres, more or less.

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall be hereafter known as "The Lofts at Foxridge".

An easement is hereby granted to the City of Raymore, Cass County, Missouri, for the purpose of locating, constructing, operating, and maintaining facilities for drainage, surface drainage, and grading, including, but not limited to, underground pipes and conduits, any or all of them upon, over, under and along the strips of land designated "Drainage Easement" or "D/E", provided that the easement granted herein is subject to any and all existing easements. The use thereof shall be limited to that purpose only. Said easements shall be kept free from any and all obstructions which would interfere with the construction or reconstruction and proper, safe and continuous maintenance of the aforesaid uses and specifically there shall not be built thereon or thereover any structure (except driveways, paved areas, grass, shrubs and fences) nor shall there be any obstruction to interfere with the agents and employees of Raymore, Cass County, Missouri, and its franchised facilities from going upon said easement and as much of the adjoining lands as may be reasonably necessary in exercising the rights granted by the easement. No excavation of fill shall be made or operation of any kind or nature shall be performed which will reduce or increase the earth coverage over the utilities above stated or the appurtenances thereto without a valid permit from the department of public works.

An easement is hereby granted to the City of Raymore, Cass County, Missouri, for the purpose of locating, constructing, operating, and maintaining facilities for sewage, including, but not limited to, underground pipes, services pedestals, any or all of them upon, over, under and along the strips of land designated "Sanitary Sewer Easement" or "S/E", provided that the easement granted herein is subject to any and all existing easements. The use thereof shall be limited to that purpose only. Said easement shall be free from any restrictions which would interfere with the use thereof for the purpose of the continuous and perpetual maintenance of the aforesaid uses and which shall be subject to the use thereof for the purpose of the continuous and perpetual maintenance of the aforesaid uses and there be any obstruction to interfere with the agents and employees of Raymore, Cass County, Missouri, and its franchised utilities from going upon said easement and as much of the adjoining lands as may be reasonably necessary in exercising the rights granted by the easement. No excavation or fill shall be made on the land or lands so affected or on the lands or lands adjacent thereto without the written consent of the city of Raymore, Missouri, and no excavations or fill shall be made on the land or lands so affected or on the lands or lands adjacent thereto without a valid permit from the department of public works.

An easement is hereby granted to the City of Raymore, Cass County, Missouri, for the purpose of locating, constructing, operating, and maintaining facilities for water, including, but not limited to, underground pipes, services pedestals, any or all of them upon, over, under and along the strips of land designated "Water Easement" or "W/E", provided that the easement granted herein is subject to any and all existing easements. The use thereof shall be limited to that purpose only. Said easements shall be in place from the date of the recording of this instrument and shall extend to and include the maintenance of the aforesaid use and specifically there shall be built thereon or thereover any structure (except driveways, paved areas, grass, shrubs and fences) nor shall there be any obstruction to interfere with the agents and employees of Raymore, Cass County, Missouri, and its franchised utilities from going upon said easement and as much of the adjoining lands as may be reasonably necessary in exercising the rights granted by this instrument. No other use of the easement or any part thereof shall be permitted which would tend to increase the earth coverage over the utilities above stated. The agents and employees of the City of Raymore, Cass County, Missouri, shall be permitted to enter upon the lands of the owner of the property to be used for the purpose of the easement without written approval of the Public Works Director.

Any streets or rights of way shown on this plat and not heretofore dedicated for public use are hereby so dedicated.

IN TESTIMONY WHEREOF, the undersigned proprietor has caused this instrument to be signed this 14th day of December 2018.

OWNER OF Lot 1: GCR 711 Raymore, LLC

Zachary A. Wiegert
Zachary A. Wiegert, Manager

State of Nebraska)
County of Douglas)ss

Be it remembered that on this 14th day of December 2018, before me, a notary public in and for said County and State, came Zachary A. Wiegert, Manager of GCP 711 Raymond, LLC, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notarial seal the day and year above written.

Signature [Signature] (Seal)
My Commission Expires: February 3, 2021

My Commission Expires: February 3, 2021

This plat of "The Lofts at Foxridge" addition has been submitted to and approved by the
Raymore Planning and Zoning Commission this 16 day of October, 2018.


Secretary

City Council

This plat of "The Lofts at Foxridge" addition, including easements and rights-of-way accepted by the City Council, has been submitted to and approved by the Raymore City Council by Ordinance No. 018-073, duly passed and approved by the Mayor of Raymore, Missouri, on the 13 day of November, 2018.



Mayor Kristofel P.

ATTEST: Ann W. Green
 City Clerk

City Engineer

[illegible]

Final Plat The Lofts at Foxridge	An unplatted tract of land lying in the Northeast Quarter of Section 17, Township 46 North, Range 32 West	2018
-------------------------------------	--	------

drawn by: _____ MJL
checked by: _____ TBW
approved by: _____ TBW
QA/QC by: _____ TBW
project no.: _____ 018-1950
drawing no.: _____ V FP 81950
date: _____ 2018 08 22

SHEET
1 of

Page 175 of 38



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 176)

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: _____
President

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 Signing:** 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 Forrester, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Vince Forrester

Company: VF Anderson Builders

Address: 2901 State Route 291 Harrisonville Missouri 64701

- 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.

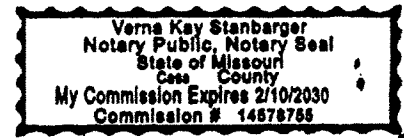
- 4 Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

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 Key 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) 1, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

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

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

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

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

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) dollars 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 hundred 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 Anderson Builders

By [Signature]
Authorized Person's Signature
Vince Frimoyer 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 Rte 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(i)) 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

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the 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.

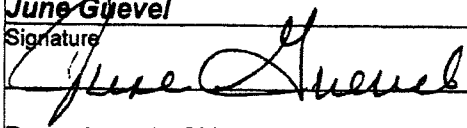
E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding 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. 227 th
	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:

--

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 Freeman
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, 20 26.

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.

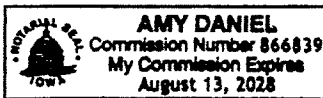
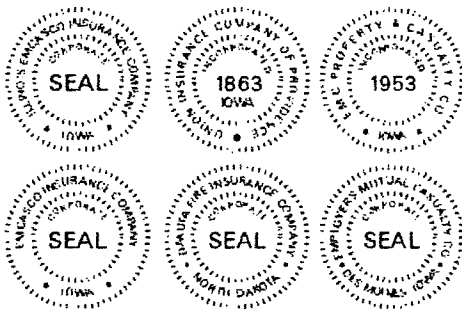
AUTHORITY FOR POWER OF ATTORNEY

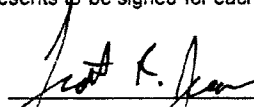
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

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.

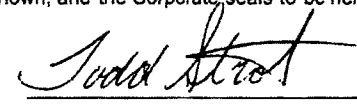
IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 17th day of September, 2025.

Seals





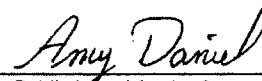
Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6



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.

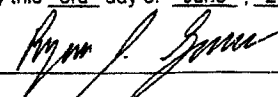
My Commission Expires August 13, 2028.



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.



Vice President



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 6/22/2026

SUBMITTED BY: Jim Feuerborn

DEPARTMENT: Administration

ITEM CATEGORY: Resolution

TITLE / ISSUE / REQUEST

Establishing a Procedure and Schedule for Establishing the Charter Review Commission (pg 241)

STRATEGIC PLAN GOAL / STRATEGY

Charter requirement

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. Resolution 26-27

BACKGROUND / JUSTIFICATION

Resolution 26-26 establishes the procedure and schedule for establishing the Charter Review Commission for the purpose of completing this review of the Charter. Section 14.8 Charter Review Commission. Raymore City Charter Section 14.8 provides that, "From time to time, but no less often than every ten (10) years, the Council shall provide for a Charter Review Commission to review this Charter and to recommend to the voters of the City

proposed amendments, if any, to this Charter. The members of the Charter Review Commission shall be selected as provided by the Council. The Charter Review Commission shall consist of nine (9) qualified voters of the City, not more than three (3) of whom shall be an elected official of the City. No more than three (3) of the Commission members shall reside in any one (1) Council ward. The Charter Review Commission shall, within twelve (12) months of its first (1st) meeting, report to the voters as many amendments to the Charter as it shall deem advisable."

RESOLUTION 26-27

"A RESOLUTION OF THE RAYMORE, MISSOURI CITY COUNCIL PROVIDING A PROCEDURE AND SCHEDULE FOR ESTABLISHING THE CHARTER REVIEW COMMISSION AS REQUIRED BY SECTION 14.8 OF THE RAYMORE CITY CHARTER."

WHEREAS, Raymore City Charter Section 14.8 provides that from time to time, but no less often than every ten (10) years, the Council shall provide for a Charter Review Commission to review the City Charter and to recommend to the voters of the City any proposed amendments, if any, to the Charter.

WHEREAS, the City Charter was adopted in 1997, reviewed in 2008 and 2017 and the City Council finds that a review of the City Charter shall now be conducted again.

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

Section 1. The application form attached hereto as Exhibit A shall be used for anyone wishing to serve on the Raymore Charter Review Commission.

Section 2. From the applications, City Council members from each Ward shall nominate up to four (4) candidates for consideration from their Ward.

Section 3. From the pool of nominated candidates, the City Council shall select eight (8) members for the Commission.

Section 4. The Mayor shall select the ninth (9th) member of the Commission.

Section 5. The timeline to establish the Commission is as follows:

- A. Publication and campaign to attract qualified volunteers to serve on the Commission begins June 25, 2026.
- B. Applications shall be accepted in the office of the City Clerk through July 15, 2026.
- C. The City Council shall put forth up to four (4) candidates by Ward, for up to a total of sixteen (16), and one candidate nomination by the Mayor at a work session on July 20, 2026.
- D. The City Council shall review applications submitted by each Ward at the July 20, 2026 work session to determine the eight (8) Commissioners at a work session on August 3, 2026.
- E. A Resolution approving Commission appointments determined on August 3, 2026 shall be approved on August 24, 2026 providing for an effective date of September 1, 2026.
- F. The Charter Review Commission shall begin their review at a meeting held on September 9, 2026.

- G. The Charter Review Commission shall complete their work and report to the City Council by the end of June, 2027.
- H. If amendments are recommended, the City Council shall approve an Ordinance calling for the November election no later than August 23, 2027.
- I. Any recommended amendments to the Charter shall be placed on the November 3, 2027 ballot for voter consideration.

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 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: 6/16/2026

SUBMITTED BY: Trent Salsbury

DEPARTMENT: Public Works

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - 2026 Sidewalk Replacement Project (pg 245)

STRATEGIC PLAN GOAL / STRATEGY

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

FINANCIAL IMPACT

Award To:	Tenoch Construction Inc.
Amount of Request/Contract:	\$64,725.00
Amount Budgeted:	\$125,450.00
Funding Source/Account:	36

PROJECT TIMELINE

Estimated Start Date
7/20/2026

Estimated End Date
10/23/2026

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 4043
2. Contract
3. 2026 Sidewalk Replacement Locations

BACKGROUND / JUSTIFICATION

The 2026 Sidewalk Replacement Project primarily includes removal and replacement of existing sidewalks and replacing/installing ADA Ramps at various locations. This project also includes the installation of a section of trail to complete the trail along Sunset Lane.

The following bids were received for the Kurzweil Road Reconstruction on June 3, 2026:

Celtic Construction	\$70,000.00
Terry Snelling Construction	\$97,238.00
Tenoch Construction, LLC	\$64,725.00
Freeman Concrete Construction LLC	\$117,220.00

Tenoch Construction LLC is the lowest and best bidder. Staff recommends the contract for the 2026 Sidewalk Gap project to be awarded to Tenoch Construction LLC in the amount of \$64,725.00.

BILL 4043

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TENOCH CONSTRUCTION INC. FOR THE 2026 SIDEWALK REPLACEMENT PROJECT, CITY PROJECT NUMBER 26-503-201 IN THE AMOUNT OF \$64,725.00 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

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

WHEREAS, bids for this project were received on June 3, 2026; and,

WHEREAS, Tenoch Construction Inc. has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is directed to enter into a contract in the amount of \$64,725.00 with Tenoch Construction Inc. for the 2026 Sidewalk Replacement 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 22ND DAY OF JUNE, 2026.

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 13TH DAY OF JULY, 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

2026 SIDEWALK REPLACEMENT PROJECT

This Contract for 2026 Sidewalk Replacement Project, hereafter referred to as the **Contract** is made this 13th day of July, 2026, between Tenoch Construction Inc., an entity organized and existing under the laws of the State of Kansas, with its principal office located at 912 Scott Ave. Kansas City, KS 66105, 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 July 13th, 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 26-503-201 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 90 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 \$64,725.00.

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)

TENOCH CONSTRUCTION INC.

By: _____
Sonya Segura Velasco

Title: _____
President

Attest: _____
Rob D. Bous

(SEAL)

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

2026 SIDEWALK REPLACEMENT PROJECT

ANTICIPATED SCOPE OF SERVICES:

- The 2026 Sidewalk Replacement Project primarily includes removal and replacement of existing sidewalk and replacing/installing ADA Ramps at various locations around Raymore.

1. SPECIFICATIONS WHICH APPLY

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

2. PROJECT AWARD

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

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

prices bid on the contract for any items because of increase, reduction or deletion.

3. PROJECT COMPLETION AND SCHEDULE

Contractor shall complete work within **90** 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. SPECIAL CONDITIONS

- *Sidewalk Removal:* The unit price named in the bid shall be for the Square Foot (SF) of existing sidewalk removed to install the proposed **4" thick** concrete sidewalk. The unit price named in the bid shall cover all costs in connection therewith, including cutting, tree branch trimming and disposal, removal of existing material, disposal of material and site preparation. The contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems.
- *Sidewalk Replacement:* The unit price named in the bid shall be for the Square Foot (SF) of **4" thick** concrete sidewalk installed. The unit price named in the bid shall cover all costs in connection therewith, including cutting, expansion joint material, placement of AB-3 subgrade leveling course as required, installation of new **4" thick** concrete and protection of the new concrete during the curing process. **Concrete shall be an approved KCMMB 4K mixture.** The concrete shall NOT be reinforced with rebar. The contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems. One set of concrete compressive strength cylinders shall be made each week the sidewalk is installed. Four cylinders per test site will be required. Testing &

restoration shall be subsidiary to this bid item.

- *New Sidewalk Installation:* The unit price named in the bid shall be for the Square Foot (SF) of **6" thick** concrete sidewalk installed. The unit price named in the bid shall cover all costs in connection therewith, including existing ground removal, cutting, expansion joint material, placement of AB-3 subgrade leveling course as required, installation of new **6" thick** concrete and protection of the new concrete during the curing process. **Concrete shall be an approved KCMMB 4K mixture.** The concrete shall NOT be reinforced with rebar. The contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems. One set of concrete compressive strength cylinders shall be made each week the sidewalk is installed. Four cylinders per test site will be required. Testing & restoration shall be subsidiary to this bid item. This line item includes the removal of existing material to install a new trail along Sunset Lane.
- *ADA Ramp(small and large):* The unit price named in the bid shall be for Each ADA Ramp installed. The unit price named in the bid shall cover all costs in connection therewith, including traffic control devices cutting, removal of existing material, disposal of material, 4" compacted AB-3 base, doweling into existing concrete, truncated dome pad (more than one pad may be required at no additional cost), installation of new ADA Ramp and protection of the new ramp during the curing process. The ADA Ramps include the transition, ramp, landing. The ADA Ramp and curb shall not be installed monolithically. **Concrete used in the ADA Ramp shall be an approved KCMMB 4K mixture.** Site restoration is subsidiary to the ADA ramp bid item. The site shall be restored to equivalent or better condition. The contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems. **The ADA ramp shall be 6" thick concrete without reinforcement bar. Up to 20' of curb replacement shall be considered subsidiary to this line item. See the attached ramp detail sheet for additional information.**
- *Manhole Ring Adjustment:* The unit price named in the bid shall be for Each manhole ring adjustment completed. The unit price shall include all labor, equipment and material to adjust a manhole lid. The manhole lid adjustment may require the following items: removal of concrete riser ring and or metal casting, supplying and installing concrete riser rings and or metal castings of the appropriate size. The manhole identified as needing adjustment is located on Christi Lane

additional manholes may require adjustments. The site shall be restored to equivalent or better condition.

- *Pre-Construction Photos:* The unit price named in the bid shall be for the lump sum cost to take pre-construction photos. The pre-construction photos are required at each location where the curb and driveway intersect. The photos will be the property of the City and will need to be submitted prior to curb removal.
- *Mobilization, Bonds and Insurance:* The unit price named in the bid shall be for the Lump Sum (LS) of the mobilization, bonds and insurance. Please see Appendix B General Terms and Conditions for additional information.
- *Site Restoration:* Site Restoration shall be considered subsidiary to the curb replacement bid item. The contractor shall follow APWA specifications section 2400 for Type A seed. Topsoil shall be used as fill material. Topsoil shall be defined as: fertile, friable and loamy soil of uniform quality, without admixture of subsoil material, and shall be free from material such as hard clods, stiff clay, hardpan, partially disintegrated stone, pebbles larger than one inch in diameter, and other impurities. Topsoil shall be relatively free from grass, roots, weeds, and other objectionable plant material or vegetative debris undesirable or harmful to plant life or which will prevent the formation of suitable seedbed. **Acceptance of this project and release of final payment will not occur until vegetation is established.**
- *Working Hours:* No work shall start before 7:00 A.M. including maintenance of equipment. ALL streets will be open to traffic no later than 4:00 p.m. unless expressly authorized in writing by the City Engineer. The City Engineer shall approve all work to be performed on Saturday, Sunday and on any holidays. All requests for doing such work shall be given 48 hours in advance.
- *Traffic Control and Traffic Routing:* Construction operations shall be coordinated to result in the least practicable delay to traffic. Flagmen are required for all one way traffic operations. In the case where the flagmen with signing paddles are in excess of 300 feet or out of visual contact, two-way radios will be required for traffic control. Prior to construction, the contractor must submit to the city a Traffic Control Plan meeting the requirements of the Manual on Uniform Traffic Control Devices.

- *Signing:* The Contractor will furnish adequate signs, barricades, warning lights and all other equipment necessary in accordance with the Manual on Uniform Traffic Control Devices, to direct and re-route traffic and will furnish flagmen and other personnel necessary to provide the required traffic control in accordance with the approved schedule of operations.
- *Construction Schedule:* After being awarded the contract, the Contractor shall immediately prepare and submit for approval by the City, a construction schedule that will insure completion of the project within the contract time. The schedule shall be submitted to the Engineer within ten (10) calendar days after issuance of the notice of award. The Contractor will notify the City immediately of any significant changes in the submitted schedule of work.
- *Weather Limitations:* The contractor shall follow the Mid-West Concrete Industry Board, Inc (MCIB) Sections 10 and 11 for cold or hot weather concrete. With the following exception: concrete shall not be placed when temperatures are below 34 °F.
- *Concrete Testing:* Temperature, slump, air content and cylinders shall be taken on the first working day of every week. Four cylinders shall be cast and tested at 7 and 28 day intervals. Two cylinders will be held back for additional testing if required. The above tests shall be repeated twice per week for projects lasting more than two days. A KCMMB 4K concrete mix shall be used on all exposed concrete. A concrete mix design shall be submitted prior to placing concrete. All concrete testing shall be subsidiary to the bid items in this project, contractor shall use an independent testing lab to perform the tests.

7. ADDITIONAL REQUIREMENTS

- *Notification:* Contractor shall place door hangers on the doors of affected property owners 48 hours in advance of the removal operations. The city will provide door hangers.
- *Tax Exempt:* This is a Tax Exempt Project

- *Utilities:* Regardless of what utilities are shown in the bidding documents and utility locations listed, the bidder shall contact each area utility to determine the presence and location of the utility lines. The bidder shall determine and shall assume the risk as to whether utilities that are to be relocated by the utility company have in fact been relocated and if not, when the utility company anticipates the relocation shall be completed. The bidder shall independently determine the reliability of the information received from the utility companies and shall make the determination as to the sequence and timing of utility relocations in determining a bid.

8. PROTECTION OF PUBLIC & PRIVATE PROPERTY

- *Missouri One Call:* Before starting work, the Contractor shall notify all utilities involved, and shall request them for cooperation in locating lines in advance of the work. The Contractor shall make reasonable effort to avoid breaking utility lines. The utility shall be notified immediately should a break occur in a line during construction under this contract. Any lines so broken by the contractor shall be repaired according to the utility company's standards at the expense of the Contractor.
- *Pavement Protection:* Wherever the work is along existing pavement, which is to be retained, traction equipment with lugs will not be permitted. The Contractor shall use utmost care not to damage or destroy any existing pavement. Any pavement damaged or destroyed due to the operations of the Contractor, which is not within the contract limits shall be replaced.
- *Damages:* The Contractor will exercise care to prevent damage to existing roadways, highways, ditches, shoulders, structures, trees, and underground utilities adjacent to the construction site. The Contractor shall be held responsible for all damage to roads, highways, shoulders, ditches, bridges, culverts, trees, and other property, caused by him or his subcontractors in transporting materials to or from the site of work, regardless of location of such damage, and shall pay for or replace such damaged property to the satisfaction of the Owner of such property.

9. MEASUREMENT AND PAYMENT

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

10. ADDITIONAL INFORMATION

10.1 Project is tax exempt

CITY OF RAYMORE, MISSOURI
RFP # 26-503-201

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 July, 2026.

C. *Insurance*

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

1. General Liability

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

Minimum Limits - General Liability:

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

2. Excess/Umbrella Liability

\$5,000,000 Each Occurrence

\$5,000,000 Aggregate

3. Automobile Liability

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

Minimum Limits - Automobile Liability:

\$1,000,000 Combined Single Limit

\$5,000 Medical Expense Limit

4. Workers' Compensation

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

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

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

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

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

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

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

G. Invoicing and Payment

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

Invoices shall be based on the following schedule:

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

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

H. Cancellation

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

I. Contractual Disputes

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Safety Training*

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

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

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

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

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

Q. *Permits/Certificates*

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

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

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

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

R. *Mobilization, Bonds and Insurance*

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

Payment shall be made on the following schedule.

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

S. *Bid Bond*

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

T. *Performance Bond*

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

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

U. Payment Bond

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

V. Maintenance Bond

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

W. Rejection of Bids

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

X. Release of Information

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

Y. American Products

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

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

Z. Affidavit of Work Authorization and Documentation

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

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

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

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

PROPOSAL FORM A
RFP 26-503-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: Tenoch Construction Inc

ADDRESS: 912 Scott Ave
Street

ADDRESS: Kansas City KS 66105
City State Zip

PHONE: 913-671-7706

E-MAIL: Sonya@tenochconstruction.com

DATE: 6/3/2026 Sonya Segura Ulrich President
(Month-Day-Year) Signature of Officer/Title

DATE: 6/3/2026 Sonya Segura Ulrich Secretary
(Month-Day-Year) Signature of Officer/Title

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

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

PROPOSAL FORM B
RFP 26-503-201

CONTRACTOR DISCLOSURES

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

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

Legal Matters

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

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

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

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

Required Representations

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

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

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

PROPOSAL FORM C

RFP 26-503-201

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	Superior Bowen
ADDRESS	520 W Pennway St. Suite 300
CONTACT PERSON	Mathew Bowen
CONTACT EMAIL	Matt@Superiorbowen.com
TELEPHONE NUMBER	816 --301- 4881
PROJECT, AMOUNT AND DATE COMPLETED	WD Asphalt + Concrete , Crty Wide Jan 2026 \$ 466,449.30

COMPANY NAME	MEGAKC Corporation
ADDRESS	1491 Iron St. N. KC MO 64116
CONTACT PERSON	Nathan Schoeck
CONTACT EMAIL	NSchoeck@megakc.com
TELEPHONE NUMBER	816-472-8722
PROJECT, AMOUNT AND DATE COMPLETED	FDI @ KCMO Capital Improvements April 2026 \$ 399,934.23

COMPANY NAME	Gunter Construction Company
ADDRESS	520 Division St.
CONTACT PERSON	Krystan Keim
CONTACT EMAIL	KrystanK@gunterkc.com
TELEPHONE NUMBER	913-362-7844
PROJECT, AMOUNT AND DATE COMPLETED	KCMO IDIQ Capital Improvements. April 2026 \$836,095.85

COMPANY NAME	Haines + Associates
ADDRESS	600 Haines Suite A Liberty Mo 64068
CONTACT PERSON	chad haines
CONTACT EMAIL	chad@hainesassoc.com
TELEPHONE NUMBER	816-215-2600
PROJECT, AMOUNT AND DATE COMPLETED	WMR KCMO Grand View Rd. march 2026 266,920.80

COMPANY NAME	Infrastructure Solutions
ADDRESS	9801 Renner Blvd Ste 300 Lenexa KS
CONTACT PERSON	Nate Morgan 6219-9745
CONTACT EMAIL	nmorgan@i-solutionsllc.com
TELEPHONE NUMBER	913-577-8361
PROJECT, AMOUNT AND DATE COMPLETED	KCMO WMR Prospect Blvd. march 2026 \$888,683.23

State the number of Years in Business: 22

State the current number of personnel on staff: 14

PROPOSAL FORM D

RFP 26-503-201

Proposal of Tenach Construction Inc., organized and
(Company Name)
existing under the laws of the State of Kansas, doing business
as (*) S Corporation

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 26-503-201 – Sidewalk Replacement.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) No. 1, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

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

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

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

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

BID PROPOSAL FORM E – Project No. 26-503-201**2026 SIDEWALK REPLACEMENT PROJECT****Base Bid**

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance	LS	1	3000.00	\$ 3000.00
Sidewalk removal	SF	1080	\$ 5.00	\$ 5400.00
Sidewalk Replacement (4")	SF	1080	\$ 10.25	\$ 11,070.00
New Sidewalk installation (6")	SF	2350	\$ 11.60	\$ 27,260.00
ADA ramp, removal and replacement, small	EA	1	\$ 4695.00	\$ 4695.00
ADA ramp, removal and replacement, large	EA	2	\$ 5650.00	\$ 11,300.00
Pre-Construction Photos	LS	1	\$ 500.00	\$ 500.00
Manhole Ring Adjustment	EA	1	\$ 1500.00	\$ 1500.00
				\$
				\$
TOTAL BASE BID				64,725.00

Company Name Tenoch Construction Inc

Total Base Bid for Project Number: 26-503-201

\$ 64,725.00

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

(\$ Sixty - Four Thousand Seven Hundred twenty-five dollars.

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

**BID PROPOSAL FORM E - RFP 26-503-201
CONTINUED**

Company Name Tenoch Construction Inc

By Sonya SeguraUlrich
Authorized Person's Signature

Sonya SeguraUlrich / 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 Tenoch Construction, Inc.

912 Scott Ave

Kansas City KS 66105

Phone 913-671-7706

Fax 913-671-7307

Email Sonya@tenochconstruction.com

Date 6/3/2026

LATE BIDS CANNOT BE ACCEPTED!

CITY OF RAYMORE

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



ADDENDUM NO. 1

Sidewalk Replacement

Project #26-503-201

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

Addendum No. 1 - Questions and Clarification

1. **Question:** Are you using Impede Intraseal for this project?

Response: No

2. **Question:** Can you clarify the aggregate base?

Response: Any new installation (Sunset Trail) shall have 4" compacted aggregate base and 6" concrete. Any replacement sidewalk shall only require AB3 for overexcavation as the RFP states.

I hereby certify that the above have been considered and associated costs have been included in this bid.

Company Name: Tenech Construction Inc

By: Sergiy Seriyevich

Title: President

Address: 912 South Ave

City, State, Zip: Kansas City KS 66105

Date: 6/3/2020 Phone: 913-671-7706

Signature of Bidder: Sergiy Seriyevich

ADDENDUM MUST BE SUBMITTED WITH BID

- 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.

Tenich Construction, Inc

Company Name

Souya Segura Ulrich

Signature

Name: Souya Segura Ulrich

Title: President

KURT D. BOWERS
NOTARY PUBLIC
STATE OF KANSAS

STATE OF Kansas COUNTY OF Wyandotte

Subscribed and sworn to before me this 3rd day of June, 2026.

Notary Public: Kurt D Bowers

My Commission Expires: 08/24/2028 Commission # 4222447

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.

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).

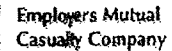
BEFORE ME, the undersigned authority personally appeared Sonya Segura Ulrich, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Sonya Segura Ulrich / Tenoch Construction, Inc.

Company: Tenoch Construction Inc

Address: 912 Scott Ave KC KS 66105

- 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 # 26-503-201.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.



KNOW ALL MEN BY THESE PRESENTS: That we, Tenoch Construction, Inc.

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 obligee, in the sum of Five Percent

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for:
2026 Sidewalk Replacement Project

Signed, Sealed and Dated this 3rd day of June, 20 26

By: Bobbie Jones Attorney-in-Fact

Page 286 of 388

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:

Bobbie Jones

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.

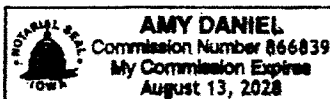
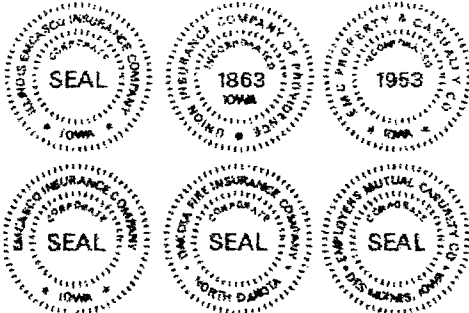
AUTHORITY FOR POWER OF ATTORNEY

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

Denny Hoskins Secretary of State
2025 ANNUAL REGISTRATION REPORT
BUSINESS

F00737996
Date Filed: 2/18/2026
Denny Hoskins
Missouri Secretary of State

* SECTION 1, 3 & 4 ARE REQUIRED

REPORT DUE BY: 2/28/2026

F00737996
TENOGH CONSTRUCTION, INC.
BRCS, INC.
2323 GRAND BLVD
SUITE 1100
KANSAS CITY MO 64108

RENEWAL MONTH:
NOVEMBER

☐ I OPT TO CHANGE THE CORPORATION'S
RENEWAL MONTH TO FOR A \$25.00 FEE

PRINCIPAL PLACE OF BUSINESS OR CORPORATE HEADQUARTERS: *

912 Scott Ave (Required)

STREET
Kansas City KS 66105-1220
CITY / STATE ZIP

If changing the registered agent and/or registered office address, please check the appropriate box(es) and fill in the necessary information.

☐ The new registered agent

IF CHANGING THE REGISTERED AGENT, AN ORIGINAL WRITTEN CONSENT FROM THE NEW
REGISTERED AGENT MUST BE ATTACHED AND FILED WITH THIS REGISTRATION REPORT.

☐ The new registered office address

Must be a Missouri address, PO Box alone is not acceptable. This section is not applicable for Banks, Trusts and Foreign Insurance.

OFFICERS
NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE).
MUST LIST PRESIDENT AND SECRETARY BELOW

PRESIDENT Segura Ulrich, Sonya
912 Scott Ave

STREET
CITY/STATE/ZIP Kansas City KS 66105-1220

SECRETARY Segura Ulrich, Sonya
912 Scott Ave

STREET
CITY/STATE/ZIP Kansas City KS 66105-1220

TREASURER Segura Ulrich, Sonya
912 Scott Ave

STREET
CITY/STATE/ZIP Kansas City KS 66105-1220

STREET
CITY/STATE/ZIP

BOARD OF DIRECTORS
NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE).
MUST LIST AT LEAST ONE DIRECTOR BELOW

NAME Segura Ulrich, Sonya
912 Scott Ave

STREET
CITY/STATE/ZIP Kansas City KS 66105-1220 USA

NAME

STREET

CITY/STATE/ZIP

NAME

STREET

CITY/STATE/ZIP

NAME

STREET

CITY/STATE/ZIP

NAMES AND ADDRESSES OF ALL OTHER OFFICERS AND DIRECTORS ARE ATTACHED

The undersigned understands that false statements made in this report are punishable for the crime of making a false
declaration under Section 575.060 RSMo. Photocopy or stamped signature not acceptable.

Authorized party or officer sign here

Sonya Segura Ulrich

(Required)

Please print name and title of signer:

Sonya Segura Ulrich

President

NAME

TITLE

REGISTRATION REPORT FEE IS:

___\$20.00 If filed on or before 2/28/2026

___\$35.00 If filed on or before 3/31/2026

___\$50.00 If filed on or before 4/30/2026

___\$65.00 If filed on or before 5/31/2026

ADD AN ADDITIONAL \$25.00 FEE IF CHANGING THE RENEWAL MONTH.

WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW
IT WILL BECOME A PUBLIC DOCUMENT AND ALL INFORMATION
PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE

E-MAIL ADDRESS (OPTIONAL):

REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED
RETURN COMPLETED REGISTRATION REPORT AND PAYMENT TO: Secretary of State, P.O. Box 778, Jefferson City, MO 65102

STATE OF MISSOURI



Denny Hoskins
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, DENNY HOSKINS, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

TENOCH CONSTRUCTION, INC.
F00737996

a KANSAS entity was created under the laws of this State on the 9th day of May, 2006, and is in Good Standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 1st day of June, 2026.

Denny Hoskins
Secretary of State



Certification Number: CERT-06012026-0162

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Tenoch Construction, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

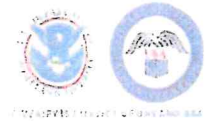
E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

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

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

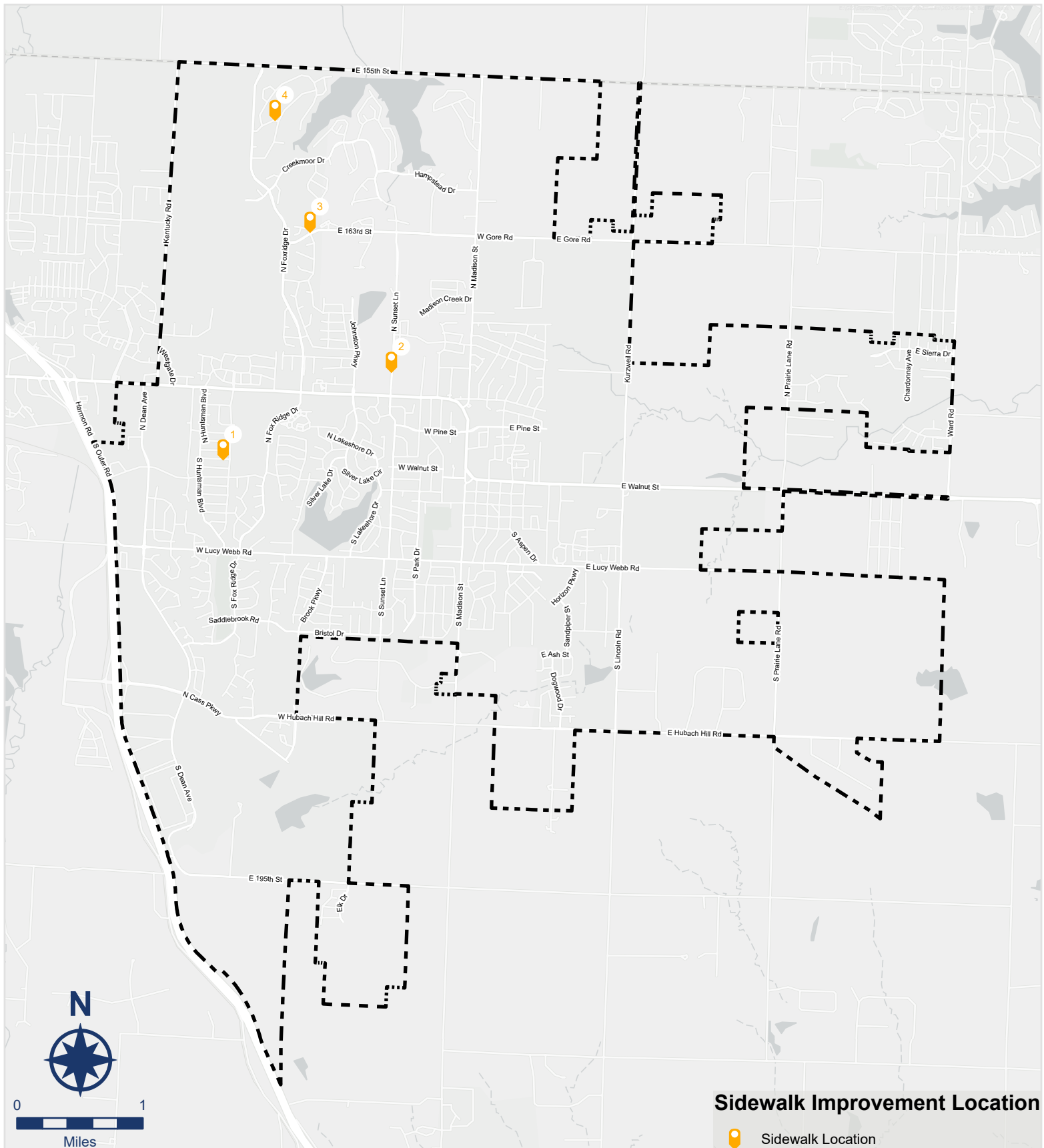
1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 2211914

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

Name	Sonya A SeduraUlrich
Phone Number	9136349299
Fax	
Email	sonya@tenochconstruction.com



Public Works
100 Municipal Cir
Raymore, MO
64083

5/13/2026



PH: 816-331-1852

2026 Sidewalk Improvement Bidding Information

<u>ID</u>	<u>Location</u>	<u>LF</u>	<u>Notes</u>
1	1603 Christi Ln	35'	4' Sidewalk, Adjust manhole ring
2	N Sunset Ln	235'	10', 6" New Trail, 1 large ADA ramp
3	Buckingham Ct / E 163rd St	0'	1 large ADA ramp (NE corner)
4	Drake Ln	235'	4' Sidewalk, 1 ADA ramp



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 6/22/2026

SUBMITTED BY: Trent Salsbury

DEPARTMENT: Public Works

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - Owen Good Force Main Replacement Phase 2 (pg 294)

STRATEGIC PLAN GOAL / STRATEGY

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

FINANCIAL IMPACT

Award To:	Infrastructure Solutions, LLC
Amount of Request/Contract:	\$834,600.00
Amount Budgeted:	\$1,281,600.00
Funding Source/Account:	53/54

PROJECT TIMELINE

Estimated Start Date
7/27/2026

Estimated End Date
11/27/2026

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 4044
2. Contract

BACKGROUND / JUSTIFICATION

This project primarily consists of the installation of 781 linear feet of 24" force-main to replace the existing ductile iron force main. Included in this is boring new force-main underneath Hubach Hill Road & N Cass Parkway. This project is part of an ongoing effort to

replace the Owen Good Force Main that is reaching the end of its service life.

Bids were received for the Owen Good Force Main Replacement Phase 2 project on June 4, 2026, as follows:

Redford Construction Co.	\$997,800.00
Infrastructure Solutions LLC	\$834,600.00
On Track Resources LLC	\$1,339,705.30

Staff recommends award of contract to Infrastructure Solutions LLC as the lowest and best bidder in the amount of \$834,600.00.

BILL 4044

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH INFRASTRUCTURE SOLUTIONS, LLC FOR THE OWEN GOOD FORCE MAIN PHASE 2 PROJECT, CITY PROJECT NUMBER 26-490-201 IN THE AMOUNT OF \$834,600.00 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

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

WHEREAS, bids for this project were received on June 10, 2026; and,

WHEREAS, Infrastructure Solutions, 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 \$834,600.00 with Infrastructure Solutions, LLC for the Owen Good Force Main Phase 2 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 22ND DAY OF JUNE, 2026.

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 13TH DAY OF JULY, 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

OWEN GOOD FORCE MAIN REPLACEMENT PHASE 2

This Contract for Owen Good Force Main Replacement Phase 2, hereafter referred to as the **Contract** is made this 13th day of July, 2026, between Infrastructure Solutions, LLC, 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 **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 July 13th, 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 26-490-201 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 **120** 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 \$834,600.00.

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)

INFRASTRUCTURE SOLUTIONS, LLC

By: _____

Title: _____

Attest: _____

(SEAL)

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

OWEN GOOD FORCE MAIN REPLACEMENT PHASE 2

ANTICIPATED SCOPE OF SERVICES:

- Installation of 24" DR 21 C900 Green PVC pipe force main to replace the existing DIP force main. This segment is 781 feet long, between stations 45+18 & 52+99. The new line is to be laid adjacent to the existing when possible.
- Boring underneath Hubach Hill Road & N Cass Parkway.
- The lift station ponds have a maximum storage capacity of three days. Contractor must take this into account during construction.

1. SPECIFICATIONS WHICH APPLY

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

2. PROJECT AWARD

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

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

3. PROJECT COMPLETION AND SCHEDULE

Contractor shall complete work within **120** 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. SPECIAL CONDITIONS

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

B. Clearing and Grubbing: Clearing and Grubbing shall be considered a lump sum item for payment. The lump sum cost for this item shall include all equipment, labor and materials required to remove and dispose of trees, brush, other vegetation, rock, and any other materials, natural or man-made that must be removed from the job site.

C. Construction and Survey Controls: Construction and Survey Controls shall be considered a lump sum item for payment. The lump sum cost for this item shall include all equipment, labor, and materials required to develop and establish necessary control, detail dimensions, slope stakes and measurements required for proper layout and performance of the work. An as-builts survey detailing alignment and elevation is required and are subsidiary to this line item.

D. SWPPP and Land Disturbance Permit: SWPPP and Land Disturbance Permit shall be considered a lump sum item for payment. The lump sum item shall cover all preparation, costs, paperwork and effort required to

prepare a SWPPP and obtain a State Land Disturbance Permit. The contractor shall be identified in the SWPPP as being the responsible party for all inspections and reports required. Any other permits required are subsidiary to this line item.

E. 24-inch, C900 DR 21 Green PVC Pipe: 24-inch, C900 DR 21 Green PVC Pipe shall be measured and paid for at the unit bid price per linear foot. The unit price for this item shall include all materials, necessary labor and equipment for excavation, installation of new pipe, fittings, backfill, testing, and removal of all construction debris and grading. All fittings shall be ductile iron conforming to current AWWA Specifications C110 and C153, have a pressure rating not less than the pipe and be Protecto 401 lined. All hardware shall be 316 stainless steel. All fittings shall be poly-wrapped. All thrust blocks shall be installed per City Standards, this item shall be considered subsidiary to this line item. Tracer wire shall be installed on the forcemain per city specifications, this shall be considered subsidiary to this line item. The tracer will be required to be ended at test stations placed in 12" x 12" X 6" concrete pads. Construction fencing around open holes at the end of each day to ensure public safety is subsidiary to this line item. Force main abandoned in place shall be plugged with a minimum of two feet of concrete at each end or capped with a restrained, ductile iron cap. City Staff does not believe there are any air relief valves in this section.

F. Removal of Existing Force Main: Removal of Existing Force Main shall be measured and paid for at the unit bid price per linear foot. The unit cost for this item shall include all materials, necessary labor and equipment for excavation and removal of, proper disposal of pipe, associated fittings, thrust blocks, encasements and plugging/capping of the existing ductile iron force main.

G. Creek Crossing: Creek Crossing shall be paid for each. The cost for this item shall include all plan development, equipment, labor and materials required to install the new force main across the creek, in accordance with the plan developed by the contractor and approved by the City.

a. **Concrete Encasement:** Concrete Encasement shall be subsidiary to this line item. This item shall include all material, necessary labor and equipment required to install per the City specifications.

H. Connect Existing Force Main to New Force Main: Connect Existing Force Main to New Force Main shall be measured and paid for at the unit bid price per each connection. The unit cost for this item shall include all materials, necessary labor and equipment required to permanently connect the existing Ductile Iron Pipe to the new pipe with restrained, ductile iron fittings. If any fittings are added to reconnect the tie-in, one straddle block shall be placed on the newly installed pipe and one straddle block shall be placed on the existing pipe, with thrust blocks on the

fittings all subsidiary to this bid item. All ductile iron fittings shall be poly-wrapped and all nuts, bolts, washers and connecting rods shall be 316 stainless steel. Any fitting installed shall have a thrust block which is subsidiary to this bid item.

- I. Temporary Reconnection:** Temporary Reconnection shall be measured and paid for at the unit bid price per each occurrence. The unit cost for this item shall include all material, necessary labor, and equipment required to temporarily reconnect the new force main pipe to the existing force main with restrained fittings. Fittings do not have to be poly-wrapped; and nuts, bolts, washers and connecting rods do not have to be stainless steel.
- J. Point Repair:** Point Repair shall be paid for at the unit bid price per each. The unit cost for this item shall include all necessary equipment, labor and materials to repair the force main, if so directed by the City, should a leak occur for any reason in an un-replaced section of the force main during the contract period. 100% of the unit price shall be paid if the flow line elevation at the leak is 0 to 10 feet below ground level, and 120% shall be paid if the flow line elevation at the leak is 10 feet or deeper. The repair should be made using a stainless steel clamp. It is not anticipated that this line item will be used.
- K. Construction Entrances:** Construction Entrances shall be paid for at the unit bid price per each. The unit cost for this item shall include all necessary labor, equipment and materials to install, maintain and remove entrances as per APWA ESC-01.
- L. Erosion Control:** Erosion Control shall be measured and paid for as a lump sum. The unit cost for this item shall include all material, necessary labor and equipment required to install, maintain or replace if damaged, and to remove at the end of the project all necessary erosion control to protect the job site in accordance with the SWPPP.
- M. Bore under Hubach Hill Road / N Cass Parkway-** Bore under Hubach Hill / N Cass Parkway will be paid for each. The cost for this item shall include all labor, equipment and materials necessary to bore the new sewer line under Hubach Hill Road. Pipe installed under Hubach Hill Road shall be subsidiary to this line item and will not be paid out under item E. Final alignment and bore location to be determined in the field, but the city intends to have the bore parallel to the existing line. The pipe that is installed under both roads shall be encased in a steel pipe with spacers subsidiary to this item. Once the bore is completed and in service, the line to be abandoned under the roads shall be capped and filled with flowable fill. This shall be considered subsidiary to this line item.
- N. Force Main Testing:** This line item shall be considered a lump sum item for pay. The lump sum cost for this item shall include all labor, necessary

equipment and materials to test the new pipe prior to placing it in service. Testing required will be hydrostatic with pressure maintaining 150 PSI for 2 hours.

O. Restoration: Restoration shall be considered a lump sum item for payment. The lump sum cost for this item shall include all labor, necessary equipment and materials to restore all areas disturbed by construction activities to pre-construction contours and a vegetated condition (APWA Section 2400, Mix 2 seeding at two times the prescribed rate).

2026 Owen Good Force Main Replacement SPECIFICATIONS / NOTES

- Installation of 24" DR 21 C900 Green PVC pipe force main to replace the existing DIP force main. This segment is between stations 45+18 & 52+99.
- The new line is to be laid adjacent to the existing when possible.
- Materials are as follows:
 - Pipe is to be DR 21, C900 Green PVC rated at 200 PSI.
 - HDPE will not be considered as an alternative.
 - Fittings are to equal or exceed the pressure class of the pipe, Protecto 401 lined.
 - All hardware is to be 316 stainless steel.
 - All fittings are to be poly-wrapped with 8 MIL black polyethylene meeting ANSI/AWWA C105/A21.5 standards.
 - Encasement concrete is to be KCMMB 4K.
- The new force main is to be placed in the existing, permanent easement wherever possible, above the existing gravity sewers. Temporary and permanent easements are currently being negotiated with the affected property owners.
- Disruptions to the Owner's conveyance of wastewater during the force main work shall meet the following requirements. The Owen Good Lift Station may be deactivated by City staff for periods not to exceed 72 hours at a time to eliminate flow in the Owen Good Force Main. Any work requiring by-pass pumping or disruption of flow shall be closely coordinated with the City and shall be scheduled during a period of dry weather with a forecast clear of rain for the duration of the work.
- The contractor shall be responsible for locking out/unlocking the force main pumps in tandem with the City. A City representative will provide access to and accompany the contractor to the lift station for this purpose.

- Force main abandoned in place shall be plugged with a minimum of two feet of concrete at each end or capped with a restrained, ductile iron cap. The cap shall have a concrete thrust block poured behind it.
- Vertical and horizontal alignment of the force main to be accomplished by deflection of pipe joints up to 80% of the manufacturer's maximum recommendations. Fittings shall be required for any deflections in excess of 80% of manufacturer's recommendations and alignment must remain within the existing 20' wide permanent easement.
- The contractor is responsible for preparing the SWPPP, the state land disturbance permit and any other applicable permits.

ADDITIONAL REQUIREMENTS

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

8. PROTECTION OF PUBLIC & PRIVATE PROPERTY

- *Missouri One Call:* Before starting work, the Contractor shall notify all utilities involved, and shall request them for cooperation in locating lines in advance of the work. The Contractor shall make reasonable effort to avoid breaking utility lines. The utility shall be notified immediately should a break occur in a line during construction under this contract. Any lines so broken by the contractor shall be repaired according to the utility company's standards at the expense of the Contractor.

- *Pavement Protection:* Wherever the work is along existing pavement, which is to be retained, traction equipment with lugs will not be permitted. The Contractor shall use utmost care not to damage or destroy any existing pavement. Any pavement damaged or destroyed due to the operations of the Contractor, which is not within the contract limits shall be replaced.
- *Damages:* The Contractor will exercise care to prevent damage to existing roadways, highways, ditches, shoulders, structures, trees, and underground utilities adjacent to the construction site. The Contractor shall be held responsible for all damage to roads, highways, shoulders, ditches, bridges, culverts, trees, and other property, caused by him or his subcontractors in transporting materials to or from the site of work, regardless of location of such damage, and shall pay for or replace such damaged property to the satisfaction of the Owner of such property.

9. MEASUREMENT AND PAYMENT

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

10. ADDITIONAL INFORMATION

10.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 26-490-201

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 July, 2026.

C. Insurance

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

1. General Liability

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

Minimum Limits - General Liability:

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

2. Excess/Umbrella Liability

\$5,000,000 Each Occurrence

\$5,000,000 Aggregate

3. Automobile Liability

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

Minimum Limits - Automobile Liability:

\$1,000,000 Combined Single Limit

\$5,000 Medical Expense Limit

4. Workers' Compensation

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

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

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

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

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

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

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

G. *Invoicing and Payment*

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

Invoices shall be based on the following schedule:

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

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Safety Training*

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

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

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

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

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

Q. *Permits/Certificates*

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

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

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

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

R. *Mobilization, Bonds and Insurance*

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

Payment shall be made on the following schedule.

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

S. *Bid Bond*

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

T. *Performance Bond*

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

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

U. Payment Bond

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

V. Maintenance Bond

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

W. Rejection of Bids

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

X. Release of Information

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

Y. American Products

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

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

Z. Affidavit of Work Authorization and Documentation

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

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

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

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

PROPOSAL FORM A

RFP 26-490-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: Infrastructure Solutions, LLC

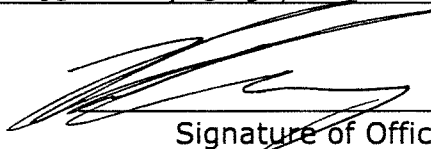
ADDRESS: 9801 Renner Blvd.
Street

ADDRESS: Lenexa Kansas 66219
City State Zip

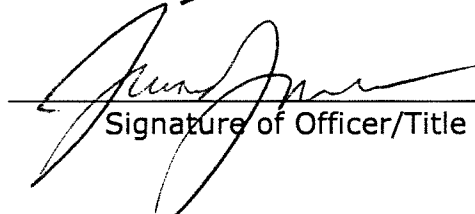
PHONE: (785) 213-5282

E-MAIL: bikenberry@i-solutionsllc.com

DATE: 6/10/26
(Month-Day-Year)

 Estimator
Signature of Officer/Title

DATE: 6/10/26
(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 26-490-201

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 26-490-201

EXPERIENCE / REFERENCES

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

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

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

COMPANY NAME	City of Lathrop
ADDRESS	707 Oak Street Lathrop MO
CONTACT PERSON	Scott McDonald
CONTACT EMAIL	
TELEPHONE NUMBER	816-368-8581
PROJECT, AMOUNT AND DATE COMPLETED	Waste Water Collection System Improvements \$2,920,800 4 months March 2022

COMPANY NAME	Johnson County Waste Water
ADDRESS	
CONTACT PERSON	Andrew Wendel
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	Owens Branch Force main 1 year September 2021 \$4,573,758.50

COMPANY NAME	City of Kansas City MO
ADDRESS	
CONTACT PERSON	Paul South
CONTACT EMAIL	
TELEPHONE NUMBER	816-513-0263
PROJECT, AMOUNT AND DATE COMPLETED	Relief Sewer: 45 th St Storm and Sewer Separation \$999,800 8 months September 2022

COMPANY NAME	City of Kansas City MO
ADDRESS	
CONTACT PERSON	Nate Morgan
CONTACT EMAIL	
TELEPHONE NUMBER	913-577-8361
PROJECT, AMOUNT AND DATE COMPLETED	Dry Weather Outfall \$740,000 Spring 2024

COMPANY NAME	City of Grandview
ADDRESS	
CONTACT PERSON	Brian Janski
CONTACT EMAIL	
TELEPHONE NUMBER	913-577-8217
PROJECT, AMOUNT AND DATE COMPLETED	120 th Street Sanitary \$620,800 Winter 2023

State the number of Years in Business: 7

State the current number of personnel on staff: 100 +

PROPOSAL FORM D

RFP 26-490-201

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

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 26-490-201 – Owen Good Force Main Replacement Phase 2.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 1, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

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

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

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

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

BID PROPOSAL FORM E – Project No. 26-490-201**OWEN GOOD FORCE MAIN REPLACEMENT PHASE 2****Base Bid**

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance	LS	1	\$115,000	\$ 115,000
Clearing and Grubbing	LS	1	40,000	\$ 40,000
Construction & Survey Controls	LS	1	10,000	\$ 10,000
SWPPP & Land Disturbance Permit	LS	1	20,000	\$ 20,000
24-inch, C900 DR 21 Green PVC Pipe:	LF	400	450	\$ 180,000
Removal of Existing Force Main	LF	120	80	\$ 9,600
Creek Crossing	EA	1	30,000	\$ 30,000
Connect Existing Force Main to New Force Main	EA	2	30,000	60,000
Temporary Reconnection	EA	1	5,000	\$ 5,000
Point Repair	EA	1	8,000	\$ 8,000
Construction Entrance	EA	2	3,000	\$ 6,000
Erosion Control	LS	1	30,000	\$ 30,000
Bore under Hubach Hill Road / N Cass Parkway	EA	2	150,000	\$ 300,000
Force Main Testing	LS	1	15,000	\$ 15,000
Restoration	LS	1	6,000	\$ 6,000
TOTAL BASE BID				\$ 834,600

Company Name Infrastructure Solutions, LLC

Total Base Bid for Project Number: 26-490-201

\$ 834,600

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

(\$ Eight hundred thirty-four thousand six hundred)

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

**BID PROPOSAL FORM E – RFP 26-490-201
CONTINUED**

Company Name Infrastructure Solutions, LLC

By _____

Authorized Person's Signature

Brad Ikenberry

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 9801 Renner Blvd.

Lenexa Kansas 66219

Phone 785-213-5282

Fax _____

Email bikanberry@i-solutionsllc.com

Date 6-10-26

LATE BIDS CANNOT BE ACCEPTED!

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Infrastructure Solutions, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

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

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be 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.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. 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 mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, 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

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 prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

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

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not 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 based on this Article.

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

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify 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).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight 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.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time 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 E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. 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 necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. 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.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. 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.
- E. The Employer understands that 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,

Company ID Number: 1290795

Approved by:

Employer Infrastructure Solutions, Inc.	
Name (Please Type or Print) Wendee Woodson	Title
Signature Electronically Signed	Date 04/17/2018
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/17/2018

Company ID Number: 1290795

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

KANSAS

1 site(s)

Page intentionally left blank

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Infrastructure Solutions, LLC
9801 Renner Blvd.
Lenexa, KS 66219

SURETY:

(Name, legal status and principal place of business)

The Cincinnati Insurance Company
P.O. Box 145496
Cincinnati, OH 45250-5496

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

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

OWNER:

(Name, legal status and address)

City of Raymore, Missouri
100 Municipal Drive
Raymore, MO 64083

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:

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

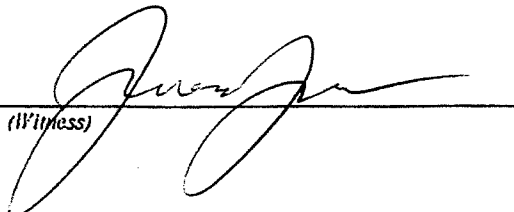
Owen Good Force Main Replacement Phase 2, Raymore, Missouri

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 10th day of June, 2026.


(Witness)


(Witness)

Infrastructure Solutions, LLC

(Principal)

(Seal)

By:

(Title) Estimator

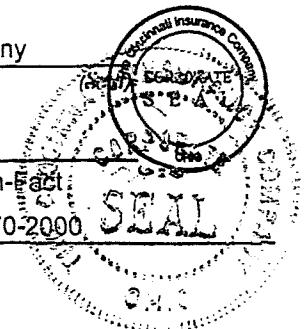
The Cincinnati Insurance Company

(Surety)

By:

(Title) Tahitia M. Fry, Attorney-in-Fact

Surety Phone No 513-870-2000



THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Patrick T. Pribyl, Charles R. Teter, III, Evan D. Sizemore, Lauren Scott, Christy M. Braille, Debra J. Scarborough, Mary T. Flanagan, Jeffrey C. Carey, Tahitia M. Fry, Kellie A. Meyer, Rebecca S. Leal, C. Stephens Griggs, Veronica Lawver, Hillary D. Shepard, Erin C. Lavin, Danielle R. Capps, Kristin D. Thurber and/or Mariana Walker

of Kansas City, Missouri

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

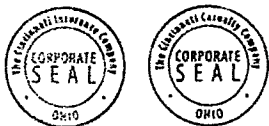
Any such obligations in the United States, up to
One Hundred Million and No/100 Dollars (\$100,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.

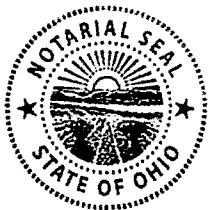


STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

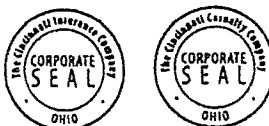


Keith Collett
Keith Collett, Attorney at Law
Notary Public - State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 10th day of June



CITY OF RAYMORE

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



ADDENDUM NO. 1

OG Force Main Phase 2

Project #26-490-201

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

Addendum No. 1 - Questions and Clarification

1. Question: Can you verify that this project is only for the 24" pipe? Also, the Bid Items call out for 400' of 24" pipe (Spec pg 42), yet the Anticipated Scope of Services on page 2 calls for 781'. Could you also verify C900 or C905 pipe, and if there is an Air relief valve needed?

Response: This project is only 24" DR21 C900 pipe. The 400' is not part of the Hubach Hill and Cass Pkwy bores. The line item for the bores will pay for the pipe. There is not an Air Relief Valve in this section of the project.

2. Question: Bid Proposal Indicates 400 LF 24" C900 PVC, Bid Notice list 781 LF 24" C900 PVC which is correct?

Response: The 400' is not part of the Hubach Hill and Cass Pkwy bores. The pipe for the bores is paid for in the bore line item.

3. Question: Bid Notice & Bid Proposal requires Hubach Hill & N Cass Parkway to be bored. Can the length of these 2 bores be provided?

Response: The City anticipates the bores being approximately 381'. It is up to the contractor to verify the length that they will need to bore at both locations. Each bore will be paid as a lump sum and shall include the cost of all materials related to the bore as stated in the RFP. We are not sure on how big of an area you need for your bore pit, etc.

4. Question: Specifications require steel casing be provided for Road Bores, What Size casing Diameter & wall thickness be required? What type of pipe under the road?

Response: The encasement pipe shall be steel, be 30" diameter and have a $\frac{3}{8}$ " nominal wall thickness. Spacers shall be used. The encasements shall extend 10' past each edge of the road and the sewer pipe used in the encasement shall be Certa Lok pipe. All paid for under item M.

5. Question: Any Details regarding connecting to the existing 24" Force Main?

Response: Details regarding connecting to existing force main are on page 16 Part "H" of the RFP. Also, all fittings shall be Protecto 401 lined as it states on page 15 Part "E"

6. Question: Are new Plans going to be provided with respect to alignment of the new 24" C900 PVC?

Response: No new plans will be provided. Final alignment and location to be determined in the field, the new pipe will be installed adjacent to the existing pipe.

7. Question: The job is "Installation of 24" DR 21 C900 Green PVC pipe force main to replace the existing DIP force main" . Materials for Water Mains and Fittings shall be the following: PVC pipe will be DR14 C-900/DR18 C-905 DIPS.

And also, one other question, Are these Flanged, MJ, HDSS (Restrain Joint), or TJ (push on) fittings?

Response: This is a sanitary sewer force main, not a water main. The allowed fittings are on page 17 of the RFP. Megalugs are preferred. No push on fittings.

8. Question: Bid form list creek Crossing, Specification require crossing to be concrete encase can length of encasement be provided?

Response: Approximately 60' but should be field verified and paid for as "each"

9. Question: Start date change due to lead time on ordering of pipe?

Response: The lead time will not be an issue for this project. The process takes approximately 5 weeks from bid opening to NTP.

10. Question: American made bolts?

Response: Yes. Please refer to "American Products" section of the RFP

11. Question: Any known depth to rock?

Response: We are unaware of any rock layer. However, we recommend taking core samples prior to bidding.

12. Question: Is the existing line abandoned?

Response: No, it is in service. To be abandoned after the new line connection.

13. Question: Casing pipe inspected?

Response: It will be inspected by the City's Engineering Technician that you will work with throughout the project. But no 3rd party testing.

I hereby certify that the above have been considered and associated costs have been included in this bid.

Company Name: Infrastructure Solutions, LLC

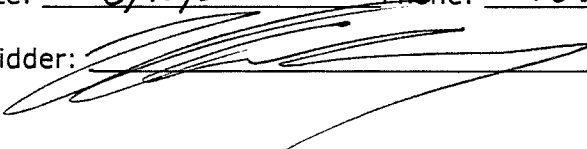
By: Brad Ikenberry

Title: Estimator

Address: 9801 Renner Blvd

City, State, Zip: Lenexa Kansas 66219

Date: 6/10/26 Phone: 785-213-5282

Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 6/15/2026

SUBMITTED BY: Trent Salsbury

DEPARTMENT: Public Works

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - City Hall Refresh (pg 346)

STRATEGIC PLAN GOAL / STRATEGY

11.1 Provide well-maintained, Class-A public facilities to support the operations of the City

FINANCIAL IMPACT

Award To:	Tenoch Construction Inc.
Amount of Request/Contract:	\$195,777.50
Amount Budgeted:	\$277,420.00
Funding Source/Account:	5

PROJECT TIMELINE

Estimated Start Date
7/20/2026

Estimated End Date
9/25/2026

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 4045
2. Contract

BACKGROUND / JUSTIFICATION

The parking lots at City Hall are reaching the point of needing repairs. The current concrete in the parking stalls was installed in 2010 and has held up very well. City staff felt that this would be a good time to convert the remaining asphalt area to concrete. In addition, City Hall experiences a significant amount of cut-through traffic from Broadmoor

Drive to Skyline Drive. The installation of a raised crosswalk in the front parking lot is intended to reduce the speed of cut-through traffic and increase the safety for the public.

The prices below include a portion of the alternate bid to re-stripe the parking stalls on Municipal Circle.

The City received two bids on June 4, 2026:

Tenoch Construction LLC	\$195,777.50
-------------------------	--------------

Freeman Concrete Construction LLC	\$388,612.00
-----------------------------------	--------------

Staff recommends the contract for the City Hall Refresh project be awarded to Tenoch Construction LLC in the amount of \$195,777.50.

BILL 4045

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TENOCH CONSTRUCTION, INC. FOR THE CITY HALL REFRESH PROJECT, CITY PROJECT NUMBER 26-484-201 IN THE AMOUNT OF \$195,777.50 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

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

WHEREAS, bids for this project were received on June 4, 2026; and,

WHEREAS, Tenoch Construction, Inc. has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is directed to enter into a contract in the amount of \$195,777.50 with Tenoch Construction, Inc. for the City Hall Refresh 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 22ND DAY OF JUNE, 2026.

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 13TH DAY OF JULY, 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

CITY HALL REFRESH

This Contract for City Hall Refresh Project, hereafter referred to as the **Contract** is made this 13th day of July, 2026, between Tenoch Construction, Inc., an entity organized and existing under the laws of the State of Kansas, with its principal office located at 912 Scott Ave. Kansas City, KS 66105, 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 July 13th, 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 26-484-201 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 \$190,002.50.

The Contractor also agrees to perform a portion of the work described in the Contract Documents associated with the alternate bid in the amount of \$5775.00. This work corresponds with the Restriping of the Municipal Circle Parking Lot.

The total contract price with the base bid and chosen portion of the alternate bid is \$195,777.50.

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)

TENOCH CONSTRUCTION, INC.

By: _____

Title: _____

Attest: _____

(SEAL)

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

CITY HALL REFRESH

Anticipated Scope of Services

Construction and installation of the following:

- 75 linear feet of curb
- 275 square feet of sidewalk
- 1,650 square yards of 6" concrete
- 2 - 4" conduits underneath select sidewalk panels
- The resetting and releveling of 115 square feet of brick pavers
- Restriping of the front parking lot
- A Raised Crosswalk in front of City Hall

Additional Anticipated Scope of Services

Construction and installation of the following:

- Restriping of Municipal Circle

1. **SPECIFICATIONS WHICH APPLY**

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

2. PROJECT AWARD

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

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

3. PROJECT COMPLETION AND SCHEDULE

Contractor shall complete work within **60** 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. SPECIAL CONDITIONS

- *Mobilization, Bonds and Insurance:* The unit price named in the bid shall be for the Lump Sum (LS) of the mobilization, bonds and insurance. Please see Appendix B General Terms and Conditions for additional information.
- *High Back Curb Removal & Replacement:* The unit price named in the bid shall be for the linear feet of curb & gutter removed and replaced. The unit price named in the bid shall cover all costs in connection therewith for high back (CG-1) and including: removal, doweling into existing curb, expansion material, sawing construction joints, installation of new curb and protection of the new curb during the

curing process. **Concrete curb shall be an approved KCMMB 4K mixture. Concrete shall contain Impede InstraSeal admixture or approved equal.** Any required detour or road closure signage or other required signage shall be subsidiary to this bid item. Weather permitting, the curb shall be replaced within 24 hours of existing curb removal. The contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems. The curb shall be poured separately from the 6" concrete pavement.

- **4" Sidewalk Replacement:** The unit price named in the bid shall be for the Square Foot (SF) of sidewalk removed and replaced. The unit price named in the bid shall cover all costs in connection therewith, including traffic control devices cutting, removal of existing material, disposal of material, 4" compacted AB-3 base, and protection of the sidewalk during the curing process. The sidewalk shall be 4" thick concrete without reinforcement. **Concrete shall be an approved KCMMB 4K mixture. Weather permitting sidewalk shall be replaced within 24 hours of existing sidewalk removal. Concrete shall contain Impede InstraSeal admixture or approved equal.**
- **6" Concrete Pavement:** 6" Concrete Pavement, 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 6" thick pavement. **Concrete shall be a KCMMB 4K mix and the contractor shall adhere to APWA Hot and Cold weather practices as per Raymore City Specifications. Concrete shall contain Impede InstraSeal admixture or approved equal.**
- **4" Power Crossing:** 4" power crossing shall be paid at the unit bid price per each. The unit bid price shall include all labor, equipment and materials required to construct the 4" power crossings as per plan and location. The power crossings shall be constructed of schedule 40 PVC and stubbed and capped at the surface on each side of the sidewalk.
- **Resetting and Releveling Pavers:** resetting and re leveling pavers shall be paid at the unit bid price per lump sum (LS). The unit bid price for this item shall cover all equipment, labor and materials required to remove, relevel and reset the brick pavers in the specified area. The contractor shall pull existing mulch back for reuse.
- **Pavement Marking:** Permanent Pavement Marking shall be considered a lump sum for payment. The unit bid price shall include all labor, equipment, and materials to install pavement markings and symbols as per the MUTCD.

- **Installation of Raised Crosswalk:** The unit price named in the bid shall be for the installation of a full depth raised crosswalk in general compliance with the attached drawing. Final layout will be determined at the time of construction. The unit price named in the bid shall cover all costs in connection therewith, including traffic control devices cutting, removal of existing material, disposal of material, 4" compacted AB-3 base, doweling into existing concrete. **Concrete used in the raised crosswalk shall be an approved KCMMB 4K mixture. Concrete shall contain Impede InstraSeal admixture or approved equal. The Raised Crosswalk shall be charcoal gray in color using SIKA P-13 Shake-On. The shown pavement markings will not be required on the crosswalk.**

7. ADDITIONAL REQUIREMENTS

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

8. PROTECTION OF PUBLIC & PRIVATE PROPERTY

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

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

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

9. MEASUREMENT AND PAYMENT

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

10. ADDITIONAL INFORMATION

10.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 26-484-201

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 July, 2026.

C. Insurance

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

1. General Liability

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

Minimum Limits - General Liability:

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

2. Excess/Umbrella Liability

\$5,000,000 Each Occurrence

\$5,000,000 Aggregate

3. Automobile Liability

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

Minimum Limits - Automobile Liability:

\$1,000,000 Combined Single Limit

\$5,000 Medical Expense Limit

4. Workers' Compensation

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

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

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

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

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

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

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

G. Invoicing and Payment

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

Invoices shall be based on the following schedule:

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

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

H. Cancellation

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

I. Contractual Disputes

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Safety Training*

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

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

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

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

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

Q. *Permits/Certificates*

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

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

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

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

R. *Mobilization, Bonds and Insurance*

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

Payment shall be made on the following schedule.

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

S. *Bid Bond*

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

T. *Performance Bond*

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

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

U. Payment Bond

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

V. Maintenance Bond

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

W. Rejection of Bids

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

X. Release of Information

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

Y. American Products

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

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

Z. Affidavit of Work Authorization and Documentation

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

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

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

PROPOSAL FORM A
RFP 26-484-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: S Tenoch Construction, Inc.

ADDRESS: 912 Scott Ave
Street

ADDRESS: Kansas City, KS 66105
City State Zip

PHONE: 913-671-7706

E-MAIL: Sonyia@tenochconstruction.com

DATE: 6/4/2026
(Month-Day-Year)

Sonyia Segura Urrutia President
Signature of Officer/Title

DATE: 6/4/2026
(Month-Day-Year)

Sonyia Segura Urrutia 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 26-484-201

CONTRACTOR DISCLOSURES

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

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

Legal Matters

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

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

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

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

Required Representations

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

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

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

PROPOSAL FORM C
RFP 26-503-201

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	Superior Bowen
ADDRESS	520 W Pennway St. Suite 300
CONTACT PERSON	Mathew Bowen
CONTACT EMAIL	Matt@Superiorbowen.com
TELEPHONE NUMBER	816 -- 301 - 4881
PROJECT, AMOUNT AND DATE COMPLETED	WD Asphalt + Concrete , Cnty Wide Jan 2026 \$ 466,449.30

COMPANY NAME	MEGA KC Corporation
ADDRESS	1491 Iron St. N. KC MO 64116
CONTACT PERSON	Nathan Schoeck
CONTACT EMAIL	NSchoeck@megakc.com
TELEPHONE NUMBER	816 - 472 - 8722
PROJECT, AMOUNT AND DATE COMPLETED	FDIG KCMO Capital Improvements April 2026 \$ 399,934.23

COMPANY NAME	Gunter Construction Company
ADDRESS	520 Division St.
CONTACT PERSON	Krystan Keim
CONTACT EMAIL	KrystanK@gunterkc.com
TELEPHONE NUMBER	913-362-7844
PROJECT, AMOUNT AND DATE COMPLETED	KCMO IDIQ Capital Improvements. April 2026 \$836,095.85

COMPANY NAME	Haines + Associates
ADDRESS	600 Haines Suite A Liberty Mo 64068
CONTACT PERSON	Chad Haines
CONTACT EMAIL	chad@hainesassoc.com
TELEPHONE NUMBER	816-215-2600
PROJECT, AMOUNT AND DATE COMPLETED	Wm R KCMO Grand View Rd. march 2026 266,920.80

COMPANY NAME	Infrastructure Solutions
ADDRESS	9801 Renner Blvd Ste 300 Lenexa KS
CONTACT PERSON	Nate Morgan 6219-9745
CONTACT EMAIL	nmorgan@i-solutionsllc.com
TELEPHONE NUMBER	913-577-8361
PROJECT, AMOUNT AND DATE COMPLETED	KCMO Wm R Prospect Blvd. march 2026 \$888,688.23

State the number of Years in Business: 22

State the current number of personnel on staff: 14

PROPOSAL FORM D

RFP 26-484-201

Proposal of Tenoch Construction, Inc., organized and
(Company Name)
existing under the laws of the State of Kansas, doing business
as (*) S Corporation

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 26-484-201 – City Hall Refresh.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) No. 1, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

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

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

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

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

***REVISED* BID PROPOSAL FORM E – Project No. 26-484-201**

CITY HALL REFRESH

Base Bid

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance	LS	1	4350.00	\$ 4350.00
High Back Curb Removal and Replacement	LF	75	77.00	\$ 5775.00
6" Concrete Pavement	SY	1650	88.85	\$ 146,602.50
4" Sidewalk Replacement	SF	275	17.00	4675.00
Power Crossings	EA	2	200.00	\$ 400.00
Paver releveled and resetting	LS	1	4750.00	\$ 4750.00
Parking Lot Striping - Front	LS	1	3000.00	\$ 3000.00
Raised Crosswalk, Installed	LS	1	16,250.00	\$ 16,250.00
ADA Ramps	EA	1	4200.00	\$ 4200.00
TOTAL BASE BID				190,002.50

Company Name Tenoch Construction Inc.

Total Base Bid for Project Number: 26-484-201

\$ 190,002.50

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

(\$One hundred Ninety Thousand and Two Dollars and fifty cents)

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

Alternate Bid

Bid Items	Units	Estimated Quantities	\$/Units	Total
High Back Curb Removal and Replacement	LF	270	77.00	\$ 20,790.00
6" Concrete Pavement	SY	2075	88.85	\$ 184,363.75
Parking Lot Striping - Rear	LS	1	2900.00	\$ 2900.00
Parking Lot Restriping - Municipal Circle	LS	1	5775.00	\$ 5775.00
TOTAL ALTERNATE BID				213,828.75

Bid Alternate Price:

\$ 213,828.75

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

(\$ Two Hundred Thirteen thousand Eight hundred twenty-eight dollars and seventy-five cents.)

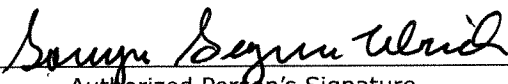
In the blank above write out the sum of the bid.

BID OF: Tenach Construction Inc
(Firm Name)

DATE: 6/1/2026

**BID PROPOSAL FORM E – RFP 26-484-201
CONTINUED**

Company Name Tenoch Construction, Inc.

By 
Authorized Person's Signature

Sonya Segura Ulrich President
Print or type name and title of signer

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. _____

Company Address 912 Scott Av

Addendum No. _____

Kansas City, KS 66105

Addendum No. _____

Addendum No. _____

Phone 913-671-7706

Addendum No. _____

Fax 913-671-7307

Email Sonya@tenochconstruction.com

Date 6/4/2024

LATE BIDS CANNOT BE ACCEPTED!

CITY OF RAYMORE

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



ADDENDUM NO. 1

City Hall Refresh

Project #26-484-201

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

Addendum No. 1 - Questions, Clarification and Revised Proposal Form E

1. **Question:** Are the ADA ramps for the raised crosswalk already in place, or should they be included with the unit price for that line item?

Response: The ADA ramp is currently in place, but we added a line item in case the current ramp needs to be rebuilt to fit the cross walk and keep ADA compliance.

2. **Question:** Is there an approved equal to the SIKA P-13 shake on?

Response: Yes, Brickform Dark Gray-100.

3. **Question:** Do you have a phasing preference?

Response: Yes, please see attachment for the phasing map. The reason for phase 3 and 4 is to allow the police department access to their sallyport. A portion of both lots shall remain open at all times.

4. **Question:** What is your intent on the 6" removals?

Response: Currently, the parking stalls are concrete and the drive lanes are asphalt. The intent on the 6" removal is all of the asphalt in both parking lots. **Subsidiary to the 6" concrete pavement line item, 24" #5 rebar dowels shall be placed where the concrete stalls and driveways will meet. These dowels shall be placed on 2' centers.** The dowels do not need greased caps and do not need to be smooth.

5. **Question:** Reinforced or sealed?

Response: Other than the 24" dowels lining the existing parking stalls, we will not use reinforcement. The only sealant is listed in the RFP as Impede Intraseal.

6. **Question:** Height of the crosswalk?

Response: The crosswalk at the center/middle will be 9".

7. **Question:** If the alternate is accepted, can you add working days?

Response: Yes, if we accept the alternate, we will reevaluate the working days with the selected contractor.

6. SPECIAL CONDITIONS - Addition

- ADA Ramp: The unit price named in the bid shall be for Each ADA Ramp installed. The unit price named in the bid shall cover all costs in connection therewith, including traffic control devices cutting, removal of existing material, disposal of material, 4" compacted AB-3 base, doweling into existing concrete, truncated dome pad (more than one pad may be required at no additional cost), installation of new ADA Ramp and protection of the new ramp during the curing process. The ADA Ramps include the transition, ramp, landing. The ADA Ramp and curb shall not be installed monolithically. Concrete used in the ADA Ramp shall be an approved KCM MB 4K mixture. Site restoration is subsidiary to the ADA ramp bid item. The site shall be restored to equivalent or better condition. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems. The ADA ramp shall be 6" thick concrete without a reinforcement bar. Any expansion joint used shall be subsidiary to this line item.

I hereby certify that the above have been considered and associated costs have been included in this bid.

Company Name: Tenoch Construction Inc
By: Bonny Segun Oluchi
Title: President
Address: 912 Scott Ave
City, State, Zip: Kansas City KS 66105
Date: 6/1/2026 Phone: 913-671-7706
Signature of Bidder: Bonny Segun Oluchi

ADDENDUM MUST BE SUBMITTED WITH BID

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 Soumya Sengupta Ullrich who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Tenoch Construction, Inc.

Company: Tenoch Construction, Inc.

Address: 912 Scott Ave KKK 66105

- 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 # 26-484-201.
- 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.

Tenoch Construction, Inc.
Company Name

Sonya Segura-Ulrich
Signature

Name: Sonya Segura-Ulrich

Title: President

KURT D. BOWERS
NOTARY PUBLIC
STATE OF KANSAS

STATE OF Kansas COUNTY OF Wyandotte

Subscribed and sworn to before me this 4th day of June, 2026.

Notary Public: Kurt D Bowers

My Commission Expires: 08/24/2028 Commission # 1222447

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

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



Company ID Number: 2211914

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Tenoch Construction, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

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

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 2211914

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

Name	Sonva A SeauraUlrich
Phone Number	9136349299
Fax	
Email	sonya@tenochconstruction.com