- ☐ Executed Contract File
- ☐ Contractor
- ☐ Finance
- ☐ City Clerk
- ☐ Surety
- ☐ Granting Agency
- ☐ Project Manager
- ☐ CM/Inspector
- ☐ Design Professional
- ☐ _____

City of Kansas City, Missouri
Public Works Department
Michael Shaw, Director of Public Works

Project Manual

PROJECT No. 89005595

GRAND BOULEVARD BRIDGE BIKE/PEDESTRIAN ACCOMODATIONS (2nd STREET TO RIVERFRONT)

JACKSON COUNTY
CITY OF KANSAS CITY, MISSOURI

BIDDER/ADDRESS

Company Radmacher Brothers Excavating Co., Inc.
Contact Ed Andres
Address 2201 N 7 Hwy, Suite B
Pleasant Hill, MO 64080

Phone 816-540-3614
Fax
Email eandres@rbemidwest.com

Project Manager: Eric Falk
Telephone: (816) 513-2576
Email: Eric.Falk@kcmo.org

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

BID FORM / CONTRACT

Project Number: 89005595

Project Title: Grand Boulevard Bridge Bike/Pedestrian Accommodations (2nd Street to Riverfront)

1. Bidder, having examined the Bidding Documents, related documents and the Site of the Work, and being familiar with all the conditions affecting the construction of the proposed Work, including Laws and Regulations and the availability of materials and supplies, agrees, if this Bid is selected by CITY, this Bid Form/Contract will become the Contract between Bidder and CITY for Bidder to furnish all labor and materials, equipment and services necessary for the proper completion of the Work in accordance with the Contract Documents, including general construction work at the price(s) stated below, which stated sums include fees and all other charges applicable to materials, appliances, labor and all things subject to and upon which other charges may be levied.
2. Bidder agrees the Contract Documents will comprise the entire agreement between CITY and Bidder. The Contract Documents are identified in the General Conditions and are incorporated into and made part hereof this Bid Form/Contract by reference.
3. Bidder agrees that if this Bid Form/Contract is executed by CITY, Bidder's offer is accepted and this Bid Form/Contract that incorporates all other Contract Documents shall constitute the Contract between the parties. Bidder authorizes the CITY to fill in the Contract Price on this Bid Form/Contract in accordance with Bidder's Bid. Bidder agrees that this Bid Form/Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Bid Form/Contract and all of which, when taken together, will be deemed to constitute one and the same Bid Form/Contract. This Bid Form/Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Bid Form/Contract and shall be acceptable in a court of law. A copy of this Bid Form/Contract shall constitute an original and shall be acceptable in a court of law.
4. The Bid Price(s) shall be shown in numeric figures only.

TOTAL BASE BID IN NUMERIC FIGURES	$ 14,643,298 85
ALTERNATE NO. 1	$ 4,548 00
ALTERNATE NO. 2	$ 744,115 10
TOTAL BID IN NUMERIC FIGURES	$ 15,391,961 95

5. The undersigned Bidder has given CITY'S Project Manager written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the Project Manager or by the DESIGN PROFESSIONAL is acceptable to Bidder.
6. The undersigned Bidder agrees that this Bid shall remain subject to selection by CITY, and may not be withdrawn for ninety (90) days after the day Bids are opened.
7. The undersigned Bidder certifies that this Bid contains no modifications, deviations, riders or qualifications.

8. Form 00412 Unit Prices contain prices included in the Base Bid, and are incorporated into this Bid. Form(s) must be completed and returned with this Bid.
9. Form 00420 Alternates contains work and prices which modify the Base Bid, if selected, and is incorporated into the Bid. This form must be completed and returned with this Bid.
10. The undersigned Bidder acknowledges receipt of the following addenda listed by number and date appearing on each addendum:

Addendum Number	Dated	Addendum Number	Dated
1	1-13-25		
2	1-24-25		
3	1-30-25		
4	1-30-25		
5	1-30-25		

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

14. Section 15 through Section 18 constitutes the Affidavit of Intended Utilization required to be submitted by Bidders.

15. By submitting its bid, Bidder is agreeing to the following: (1) Bidder has made by bid opening a good faith effort to meet the MBE/WBE/DBE goals established for the project; or Bidder will continue to make during the 48 hours after bid opening a good faith effort to meet the MBE/WBE/DBE goals established for the project; and (2) Bidder will timely submit its **00450 CREO KC Form 08 Contractor Utilization Plan/Request for Waiver** and **00450.01 Letter of Intent to Subcontract** for each MBE/WBE listed on the 00450 CREO KC Form 08 Construction Contractor Utilization Plan/Request for Waiver;; and (3) Bidder will submit documentation of its good faith efforts to meet the MBE/WBE/DBE goals when requested by the City. Failure to meet these requirements in good faith will result in Bidder forfeiting its bid bond.

PROJECT GOALS:	**15% MBE**	**14% WBE**	**____% DBE**
BIDDER PARTICIPATION:	**10.2 % MBE**	**14 % WBE**	**____% DBE**

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

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

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

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

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

E. Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____

Area/Scope of work _____
Subcontract amount _____

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

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

17. By submitting its bid, Bidder is agreeing it will identify and timely submit within 48 Hours after Bid opening those MBE/WBE subcontractors with dollar amounts and scopes of work, which apply to or exceed the MBE/WBE goals for the Project on the **00450 CREO KC Form 08 Contractor Utilization Plan/Request for Waiver.**

18. Bidder agrees that failure to meet or exceed the MBE/WBE Goals for the above project will require the Director of CREO KC to recommend disapproval of the bid unless the Director of CREO KC finds the Bidder established good faith efforts towards meeting the goals as set forth in the CREO KC Forms and Instructions for Construction Projects and the City's MBE/WBE Ordinance.

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

BIDDER
Legal name & address of Bidder, person firm, partnership, corporation, or association submitting Bid:
Radmacher Brothers Excavating Co., Inc.
Phone No: 816-540-3614
Cell No:816-215-8353
Facsimile No: _____
Bidder's E-Mail: eandres@rbemidwest.com

Federal ID. No. 43-1559884

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

By: _____
(Signature)

Robert C. Radmacher
(Print Name)

Title: President

Date: 2-04-2025

(Attach corporate seal if applicable)

NOTARY

Subscribed and sworn to before me this 4th day of February, 2025.

My Commission Expires: December 17, 2028

Kathy Kee, Notary Public

KATHY KEE
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES DECEMBER 17, 2028
JOHNSON COUNTY
COMMISSION #12666189

ACCEPTANCE OF BID

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

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents a maximum amount of _____ Dollars, ($ _____). The Contract Price includes:

00412 Unit Prices, included in the Bid, a copy of which is attached
00420 Alternates, included in the Bid, a copy of which is attached

Alternate No. 1 –
Alternate No. 2 –

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

_____
City of Kansas City, Missouri (OWNER or City)

Approved as to form:

_____
Assistant City Attorney

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

_____
Director of Finance (Date)

CITY OF FOUNTAINS
HEART OF THE NATION
KANSAS CITY
MISSOURI

EXPERIENCE AND REFERENCE SUMMARY

Project Number: 89005595

Project Title: Grand Boulevard Brdige Bike/Pedestrian Accommodations (2nd Street to Riverfront)

Firm's Legal Name	Radmacher Brothers Excavating Co., Inc.
Mailing Address	2201 N 7 Hwy, Suite B, Pleasant Hill, MO 64080
Contact – Name & Email	Ed Andres - eandres@rbemidwest.com
Contact – Phone & Fax	816-540-3614 Office

NO.	PROJECT & LOCATION	OWNER NAME & ADDRESS CONTACT & PHONE NUMBER	PROJECT DURATION & DATE COMPLETED	$ VALUE
1.	Route 7 & I-49, Cass County Bridge Replacement	MoDOT, Russel Penner 600 NE Colbern Road 816-347-4143	9/1/2024 9 Months	$11M
2.	Prospect Road & I-70,Jackson County Bridge Replacement	MoDOT, Steven Sandifer 9400 East 43rd Street 816-353-8353	11/1/2023 5 Months	$8M
3.	Route 29, Platte County Bridge Replacements	MoDOT, Michael Scarpitta 1900 NW Cookingham Drive 816-437-3629	11/1/2021 9 Months	$7.5M
4				
5				
6				
7				
9				
10				

Bidder: Radmacher Brothers Excavating

UNIT PRICES

Project Title: 89005595

Project Number: Grand Boulevard Bridge Bike/Pedestrian Accommodations (2nd Street to Riverfront)

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

Item No.	Unit	Quantity	Item Description	Unit Price	Extension
1	Lump Sum	1	Mobilization	763,000.00	$ 763,000.00
2	Lump Sum	1	Demolition	23,900.00	$ 23,900.00
3	Lump Sum	1	Clearing and Grubbing	48,500.00	$ 48,500.00
4	Lump Sum	1	Surveying and Construction Staking	73,800.00	$ 73,800.00
5	Lump Sum	1	Traffic Control	1,020.00	$ 1,020.00
6	Cu. Yd.	967	Unclassified Excavation	59.00	$ 57,053.00
7	Cu. Yd.	1,536	Compacting Embankment	28.70	$ 44,083.20
8	Cu. Yd.	569	Embankment, Contractor Furnished	108.00	$ 61,452.00
9	Cu. Yd.	128	4 in. Untreated Compacted Aggregate	187.00	$ 23,936.00
10	Sq. Ft.	2,129	Concrete Sidewalk, 12 in., Reinforced	32.80	$ 69,831.20
11	Sq. Ft.	3,203	Concrete Sidewalk, 8 in., Reinforced	15.60	$ 49,966.80
12	Sq. Ft.	9,887	Concrete Sidewalk, 6 in.	9.80	$ 96,892.60
13	Sq. Yd.	52	Full Depth Pavement Patch	97.00	$ 5,044.00
14	Sq. Ft.	3,266	Mechanically Stabilized Earth Wall System	158.00	$ 516,028.00
15	Cu. Yd.	2,102	Select Granular Backfill for Structural Systems	126.00	$ 264,852.00
16	Lin. Ft.	355	Concrete Traffic Barrier, Special	174.00	$ 61,770.00
17	Lin. Ft.	810	Decorative Fence (3')	450.00	$ 364,500.00
18	Lin. Ft.	52	Decorative Fence (5')	540.00	$ 28,080.00
19	Ea.	3	Double Grate Inlet	10,800.00	$ 32,400.00
20	Ea.	4	Grate Inlet (Special)	10,100.00	$ 40,400.00
21	Ea.	1	Junction Box (5' x 4')	11,400.00	$ 11,400.00
22	Ea.	2	Junction Box (6' x 5') (Special)	12,200.00	$ 24,400.00
23	Lin. Ft.	5	STD WPB Steel Pipe, 5 in.	900.00	$ 4,500.00
24	Lin. Ft.	274	Reinforced Concrete Pipe, 15 in.	189.00	$ 51,786.00
25	Lin. Ft.	494	Pavement Marking, Epoxy - 4" Intermittent Yellow	4.55	$ 2,247.70
26	Sq. Ft.	7	SH-Flat Sheet	74.00	$ 518.00
27	Lin. Ft.	23	2 IN. PSST Post - 12 GA.	62.00	$ 1,426.00
28	Ea.	1	Driven Post Anchor For 2 IN. PSST - 12 GA.	400.00	$ 400.00
29	Ea.	8	Inlet Protection	320.00	$ 2,560.00
30	Ea.	2	Ditch Check	310.00	$ 620.00
31	Lin. Ft.	842	Wattle/Log/Berm	4.50	$ 3,789.00
32	Lin. Ft.	836	Sediment Fence	2.90	$ 2,424.40
33	Ea.	1	Sediment Trap	74.00	$ 74.00
34	Ea.	1	Dewatering	1,140.00	$ 1,140.00
35	Acre	1.0	Temporary Seeding and Mulching	8,400.00	$ 8,400.00
36	Sq. Yd.	2,257	Sod	9.15	$ 20,651.55
37	Cu. Yd.	644.1	Class 1 Excavation	74.00	$ 47,663.40
38	Sq. Yd.	72.7	Bridge Approach Slab (Minor)	610.00	$ 44,347.00
39	Lin. Ft.	516	Decorative Fence (8') (Structures)	650.00	$ 335,400.00
40	Lin. Ft.	2,084	Decorative Fence (3') (Structures)	450.00	$ 937,800.00
41	Lin. Ft.	516	Chain Link Fence (8') (Structures)	85.00	$ 43,860.00
42	Lin. Ft.	2,641	Concrete Traffic Barrier, Special (Structures)	250.00	$ 660,250.00
43	Lin. Ft.	1,097	Drilled Shafts (3 Ft. 0 In. Dia.)	1,010.00	$ 1,107,970.00
44	Lin. Ft.	200	Rock Sockets (3 Ft. 0 In. Dia.)	880.00	$ 176,000.00
45	Lin. Ft.	1,596	Helical Pile	157.00	$ 250,572.00
46	Ea.	25	Video Camera Inspection	1,360.00	$ 34,000.00
47	Lin. Ft.	750	Foundation Inspection Holes	180.00	$ 135,000.00
48	Ea.	25	Sonic Logging Testing	2,200.00	$ 55,000.00
49	Lin. Ft.	2,739	Structural Steel Piles (12 In)	146.00	$ 399,894.00
50	Lin. Ft.	80	Pre-Bore for Piling	170.00	$ 13,600.00
51	Cu. Yd.	528.2	Class B-1 Concrete (Substructure)	1,660.00	$ 876,812.00
52	Sq. Yd.	2,288	Slab on Concrete NU-Girder	880.00	$ 2,013,440.00
53	Lin. Ft.	2,551	NU 53, Prestressed Concrete NU-Girder	680.00	$ 1,734,680.00
54	Lbs.	114,980	Reinforcing Steel (Bridges)	5.00	$ 574,900.00

Bidder: Radmacher Brothers Excavating

UNIT PRICES

Project Title: 89005595

Project Number: Grand Boulevard Bridge Bike/Pedestrian Accommodations (2nd Street to Riverfront)

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

Item No.	Unit	Quantity	Item Description	Unit Price	Extension
55	Lump Sum	1	Conduit System on Structure	218,700.00	$ 218,700.00
56	Ea.	19	Steel Intermediate Diaphragm for P/S Concrete Girders	2,600.00	$ 49,400.00
57	Ea.	52	Slab Drain (Special)	730.00	$ 37,960.00
58	Lump Sum	1	Drainage System (On Structure)	391,500.00	$ 391,500.00
59	Ea.	16	Laminated Neoprene Bearing Pad (Tapered)	1,160.00	$ 18,560.00
60	Ea.	22	Laminated Neoprene Bearing Pad Assembly	3,900.00	$ 85,800.00
61	Ea.	10	Type N PTFE Bearing	6,500.00	$ 65,000.00
62	Lin. Ft.	54	Strip Seal Expansion Joint System	3,700.00	$ 199,800.00
63	Ea.	35	Pile Point Reinforcing	147.00	$ 5,145.00
64	Lump Sum	1	Bridge Lighting	143,400.00	$ 143,400.00
65	Ea.	17	Light Standard (Bridge)	10,100.00	$ 171,700.00
66	Lump Sum	1	Excavation Preparation for Pile Integrity Testing	28,500.00	$ 28,500.00
67	Lump Sum	1	Pile Integrity Testing	80,300.00	$ 80,300.00
68	Lump Sum	1	Seismic Refraction	39,700.00	$ 39,700.00
69	Lump Sum	1	Partial Removal of Substructure Concrete	63,800.00	$ 63,800.00
70	Lump Sum	1	Railroad Inspection and Coordination	190,000.00	$ 190,000.00
71	Lump Sum	1	Railroad Flagging	650,000.00	$ 650,000.00
			TOTAL BID ITEMS #1 THROUGH #71		$ 14,643,298.85

Additional #1

Item No.	Unit	Quantity	Item Description	Unit Price	Extension
72	Sq. Ft.	8	SH-Flat Sheet	74.00	$ 592.00
73	Lin. Ft.	38	2 IN. PSST Post - 12 GA.	62.00	$ 2,356.00
74	Ea.	4	Driven Post Anchor For 2 IN. PSST - 12 GA.	400.00	$ 1,600.00
			TOTAL BID ITEMS #72 THROUGH #74		$ 4,548.00

Additional #2

Item No.	Unit	Quantity	Item Description	Unit Price	Extension
75	Cu. Yd.	195.1	Class 1 Excavation	131.00	$ 25,558.10
76	Lin. Ft.	205	Drilled Shafts (3 Ft. 0 In. Dia.)	1,360.00	$ 278,800.00
77	Lin. Ft.	60	Rock Sockets (3 Ft. 0 In. Dia.)	1,250.00	$ 75,000.00
78	Ea.	10	Video Camera Inspection	1,360.00	$ 13,600.00
79	Lin. Ft.	300	Foundation Inspection Holes	180.00	$ 54,000.00
80	Ea.	10	Sonic Logging Testing	2,200.00	$ 22,000.00
81	Cu. Yd.	116.4	Class B-1 Concrete (Substructure)	1,590.00	$ 185,076.00
82	Lbs.	12,820	Reinforcing Steel (Bridges)	2.05	$ 26,281.00
83	Lump Sum	1	Partial Removal of Substructure Concrete	63,800.00	$ 63,800.00
			TOTAL BID ITEMS #75 THROUGH #83		$ 744,115.10

CITY OF FOUNTAINS
HEART OF THE NATION
KANSAS CITY
MISSOURI

ALTERNATES

Project Number 89005595

Project Title Grand Boulevard Bridge Bike/Pedestrian Accommodations (2nd Street to Riverfront)

No:	Description:	☒ Add [+] ☐ Deduct [-]	Price in Figures:
1	Additional signs SP-1 and SP-2 for "Riverfront" wayfinding. See Sheet 54 of Plans for details.		$ 4548.00

No:	Description:	☒ Add [+] ☐ Deduct [-]	Price in Figures:
2	Additional items related to foundations at Piers 3 and 4 assuming the results of the Pile Integrity Testing on the existing foundations result in the requirement for the full replacement of the foundations. See Plan Sheets 81, 88, and 89 for related notes and details.		$ 74411S.10

No:	Description:	☐ Add [+] ☐ Deduct [-]	Price in Figures:
			$

No:	Description:	☐ Add [+] ☐ Deduct [-]	Price in Figures:
			$

No:	Description:	☐ Add [+] ☐ Deduct [-]	Price in Figures:
			$

BID BOND

Project/Contract Number 89005595

Project Title Grand Boulevard Bridge Bike/Pedestrian Accommodations (2nd Street to Riverfront)

Bond Number n/a

KNOW ALL MEN BY THESE PRESENTS: That Radmacher Brothers Excavating Co., Inc. of Pleasant Hill, MO, as Principal, and The Cincinnati Insurance Company as Surety, hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents unto KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation, as Obligee, in the sum of

Five percent (5%) of amount bid Dollars ($ 5% of bid), lawful money of the United States.

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

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

Signed, sealed and delivered this 4th day of February. 2025.

BIDDER AND PRINCIPAL

Name, address and facsimile number of Bidder and Principal

Radmacher Brothers Excavating Co., Inc.
2201 North 7 Highway, Suite B
Pleasant Hill, MO 64080
816-540-3614

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

By: [signature]
Title: President

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

The Cincinnati Insurance Company

PO Box 145496

Cincinnati, OH 45250-5496

(513) 881-8060

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

By: _____

Title: Robert Cox II, Attorney in Fact

Date: February 4, 2025

(Attach seal and Power of Attorney)

THE CINCINNATI INSURANCE COMPANY
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

David S. Salavitch; Robert L. Cox, II; Kathryn E. Johnson; Rodney S. Demaree; Kacee McCrorey; Joshua Roberts; Luke Lambert and/or Julie Messbarger

of Sedalia, 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.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

STATE OF OHIO)SS:
COUNTY OF BUTLER)

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, 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 4th day of February , 2025 .

BN-1457 (3/21)

RADMACHER BROTHERS EXCAVATING

Project/Contract No.: **89005595**
Project Name: **Grand Boulevard Bridge Bike/Pedestrian Accommodations (2nd Street to Riverfront)**

Bidder Statements

a.) Form 00410.01 – Experience Reference Summary – Included as an attachment.

b.) Bidder declares that, during the three (3) years immediately preceding the date of the Bid, they have received no written notices of violations of any federal or state prevailing wage statute in which prevailing wage penalties were assessed against the them or they have been found in such but has made restitution to affected workmen and complied with any statutory penalty; bidder is current on payment of Federal and State income tax withholdings and unemployment insurance payments.

c.) Bidder participates in a training program that facilitates entry into the construction industry which may include an on-the-job training program and agrees to timely submit an affidavit describing such program and their participation.

d. & e.) Key Personnel & Background Information – Included as an attachment.
Project Manager-Kris Flath
Project superintendent- Scott Hicks

f.) Tasks Generally Involved in Project –
Bridge substructure excavation and construction, girder setting, MSE wall construction. Pavement construction and flatwork. Fencing and electrical infrastructure work.

g.) Technical Elements That Must Be Addressed – MSE wall construction against existing MSE wall. Varying bridge foundations and substructure.

h.) Bid Schedule – Included as an attachment.

i.) Key Issues That Might Affect the Project Schedule & How Bidder Proposes to Address Them –
Railroad coordination. Early communication and permit development needed to get completed in timely manner.

j.) Project Safety Plan

1. Unique Safety Issues – Railroad coordination during bridge construction. Coordination with concurrent projects near the project site.

2. Radmacher Brothers Excavating Co., Inc. maintains a good safety record and environmental compliance Record for projects of this size, with OSHA reportable accidents kept to a minimum.
3. Experience Modification Ratio (EMR) - .61

k.) Understanding of Traffic Control – Minimal traffic control interferences expected during substructure construction. Coordination with Riverfront Extension Streetcar project.

l.) Special Issues or Problem Likely to Encounter – Railroad coordination within each ROW.

m.) Key Community Relations Issues – Communication with local stakeholders ahead of traffic control changes and disruptions near project location.

n.) Difficulties Anticipates Encountering in Serving the City – None foreseen.

o.) Quality Assurance/Quality Control Plan – Bidder's full QA/QC Plan will be provided upon request. It is a large file.

p.) Bidder declares that regarding all work performed two (2) years immediately preceding the date of bid, there have been no written notices of violations of any Federal, State or Local DBE/MBE/WBE Program Requirements.

q.) Bidder has not been rescinded or debarred from any bidding, contractual, procurement, or other programs by federal, state or local entities.

r.) Bidder is current on payment of its Federal and State Income tax withholding and unemployment insurance payments.

s.) Bidder has not been involved in any litigation and or/arbitration over the last five (5) years.

t.) Bidder has had no incidences with failure to perform work or claims against our bond.

u.) MBE/WBE participation goals have been met in past comparable-size commercial projects.

RADMACHER BROTHERS EXCAVATING

Project Number: **89005595**

Project Title: **Grand Boulevard Bridge Bike/Pedestrian Accommodations (2nd Street to Riverfront)**

Key Personnel

Project Manager: Kris Flath, Radmacher Brothers Excavating Co., Inc.
-With Radmacher Brothers Since 2017/ 15 Years in Project Management
-Resides in Lee's Summit, Missouri

On-Site Field Superintendent: Scott Hicks, Radmacher Brothers Excavating Co., Inc.
-With Radmacher Brothers Since 2018/20 Years in Utility Installation
-Resides in Grain Valley, Missouri

QC/QA Manager: Matt Barbour, Radmacher Brothers Excavating Co., Inc.
-With Radmacher Brothers Since 2022/vast amount of experience in QC
- Resides in Pleasant Hill, Missouri

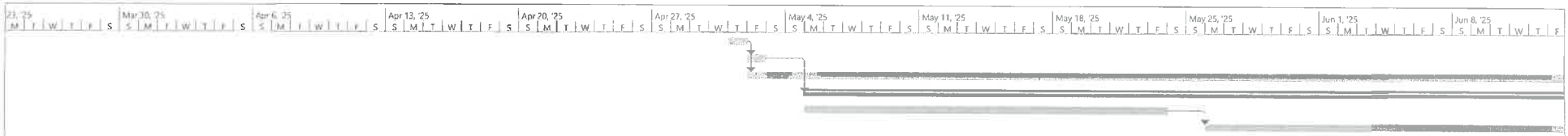
Safety Officer: Justin Begemann, Radmacher Brothers Excavating Company, Inc.
-With Radmacher Brothers Since 2022/14 Years of Experience as Safety Management
-Resides in Higginsville, Missouri
-Bachelor of Science in Safety Management -- 2009
-OSHA 30: Construction/OSHA 30: General Industry/OSHA Competent Person/ First Aid/AED/CPR Instructor/ Forklift Operator: Train-the Trainer/ Flagger Certification: Train-the-Trainer/Respirator Fit Testing: Train-the-Trainer

2201 North 7 Highway, Suite B, Pleasant Hill, MO 64080
P (816) 540-3614 | F (816) 540-4444
EEO Employer

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		NTP?	1 day?	Thu 5/1/25	Thu 5/1/25	
2		Mobilization	1 day?	Fri 5/2/25	Fri 5/2/25	1
3		MSE Wall Construction	70 days	Fri 5/2/25	Thu 8/7/25	1
4		**Substructure Construction**	**150 days**	**Mon 5/5/25**	**Fri 11/28/25**	**2**
5		Piling	15 days	Mon 5/5/25	Fri 5/23/25	
6		Drilled Shafts	20 days	Mon 5/26/25	Fri 6/20/25	5
7		Substructure Concrete	50 days	Mon 6/23/25	Fri 8/29/25	6
8		**Superstructure Construction**	**150 days?**	**Mon 9/1/25**	**Fri 3/27/26**	**7**
9		Girder Placement	15 days	Mon 9/1/25	Fri 9/19/25	
10		Panel Placement	5 days	Mon 9/22/25	Fri 9/26/25	9
11		Barrier Wall	26 days	Mon 10/13/25	Mon 11/17/25	12
12		Sidewalk Construction	10 days	Mon 9/29/25	Fri 10/10/25	10
13		Fence Install	40 days	Tue 11/18/25	Mon 1/12/26	11
14		Electrical Improvements	50 days	Mon 10/13/25	Fri 12/19/25	12
15		Bridge Approach Slabs	4 days	Tue 11/18/25	Fri 11/21/25	11
16		Earthwork	20 days	Mon 11/24/25	Fri 12/19/25	15
17		Pavement Replacement	10 days	Fri 8/8/25	Thu 8/21/25	3
18		Striping and Signing	5 days	Wed 2/4/26	Tue 2/10/26	14
19		Seeding/Sodding	4 days	Wed 2/11/26	Mon 2/16/26	18
20		Pedestrian Lighting	54 days	Tue 2/17/26	Fri 5/1/26	19

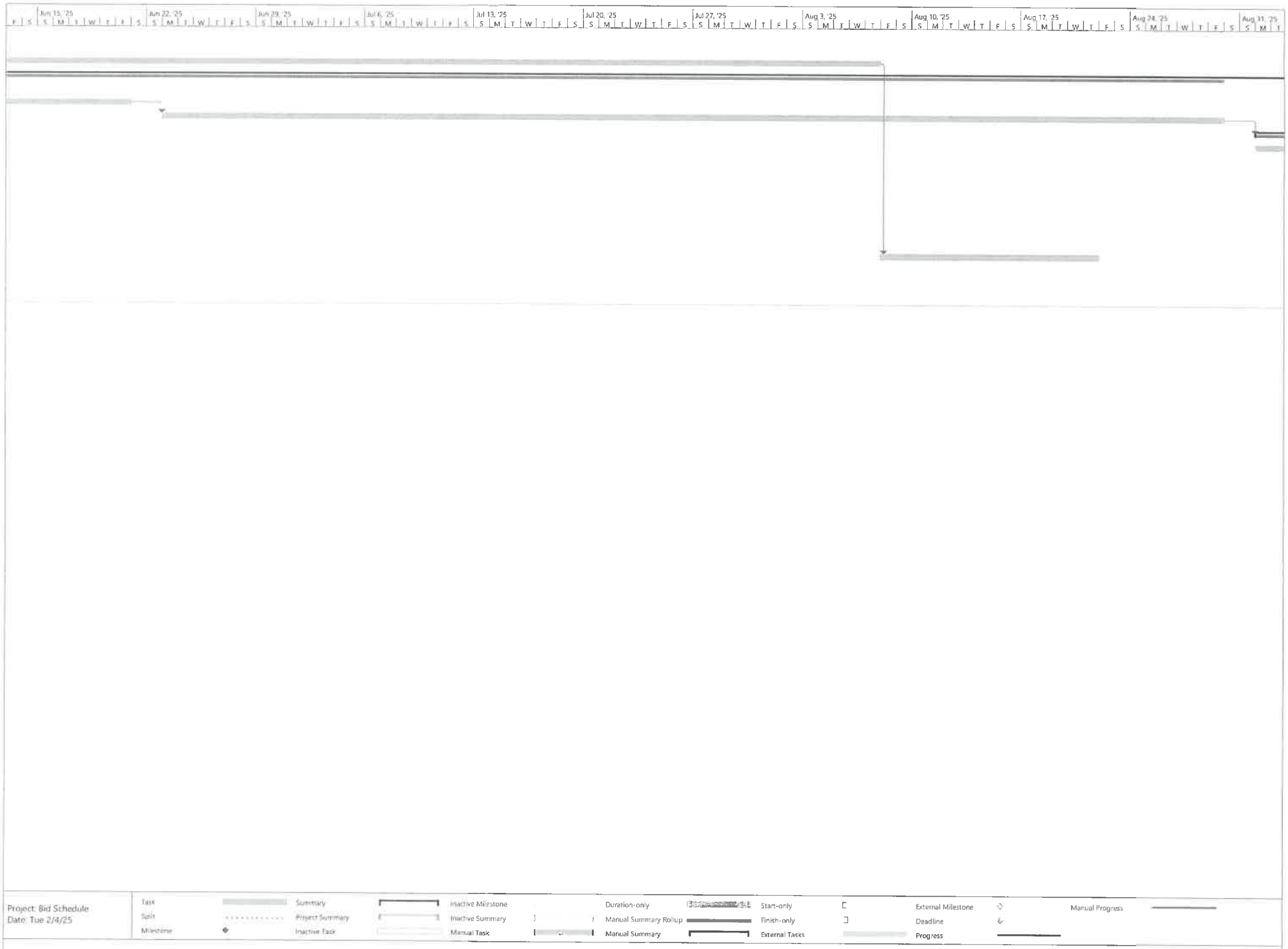
Project: Bid Schedule
Date: Tue 2/4/25

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress



Project: Bid Schedule
Date: Tue 2/4/25

Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Progress
Manual Progress


Jun 15, '25
Jun 22, '25
Jun 29, '25
Jul 6, '25
Jul 13, '25
Jul 20, '25
Jul 27, '25
Aug 3, '25
Aug 10, '25
Aug 17, '25
Aug 24, '25
Aug 31, '25
Project: Bid Schedule
Date: Tue 2/4/25
Task
Split
Milestone
Summary
Project Summary
Inactive Task
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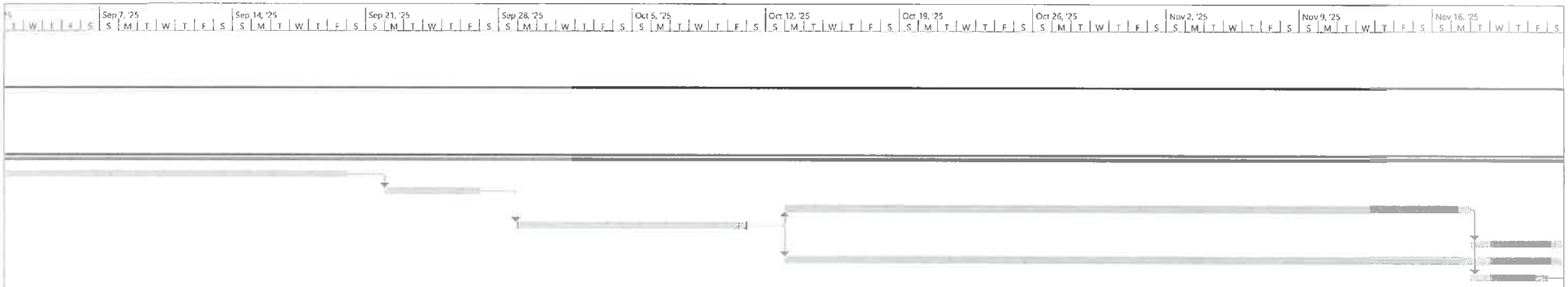
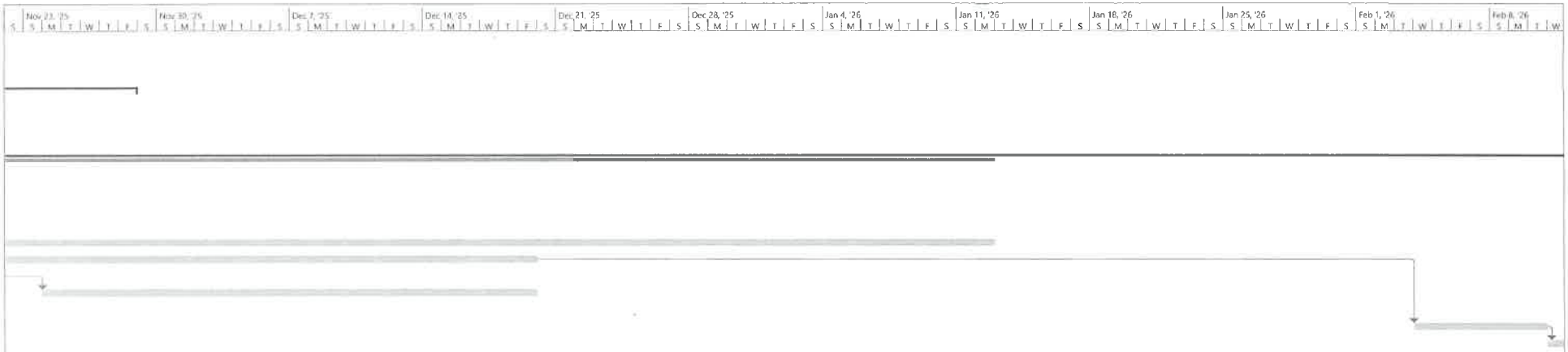
Manual Progress



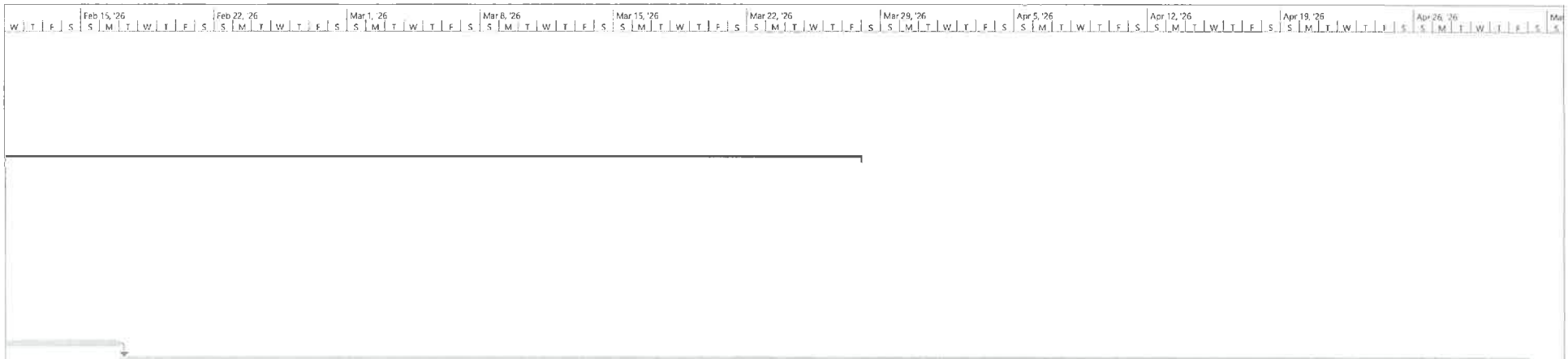
Project: Bid Schedule
Date: Tue 2/4/25

Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Manual Progress
Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline
Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Progress



Project: Bid Schedule
Date: Tue 2/4/25

Task | Summary | Inactive Milestone | Duration-only | Start-only | External Milestone | Manual Progress
Split | Project Summary | Inactive Summary | Manual Summary Rollup | Finish-only | Deadline
Milestone | Inactive Task | Manual Task | Manual Summary | External Tasks | Progress



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Task
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Project Summary
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Finish-only
External Tasks
External Milestone
Deadline
Progress
Manual Progress

RADMACHER BROTHERS EXCAVATING

January 2, 2025

To Whom It May Concern:

This is a letter to verify that Robert C. Radmacher is President and Thomas J. Radmacher is the Vice President of Radmacher Brothers Excavating Company, Inc. and they have the authority to sign documents for the company.

If you have any questions, please contact me at the above number.

Sincerely,

Jacquelyn Radmacher

Jacquelyn Radmacher
Secretary/Treasurer

Corporate Address:
2201 North 7 Highway Suite B
Pleasant Hill, MO 64080

Date Incorporated: 7-25-90
State Incorporated: Missouri

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

RADMACHER BROTHERS EXCAVATING CO., INC.
00343115

was created under the laws of this State on the 25th day of July, 1990, 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 29th day of January, 2025.

Denny Hoskins
Secretary of State

Certification Number: CERT-01292025-0130

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 180228

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 Radmacher Brothers Excavating Co., Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

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

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

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

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

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

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

a. 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.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. 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.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a 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 anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer 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) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming 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 mismatch 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 (customer service) or 1-888-897-7781 (worker hotline).

14. 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, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. 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 immigration-related unfair 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).

15. The Employer agrees that it will use the information it receives from E-Verify 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.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information 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)). 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.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, 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 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.

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

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category 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.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of 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 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

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. 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.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, 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 INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides 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.

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 E-Verify. 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 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

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

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

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. 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.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. 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
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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, 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).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

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

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 180228

Approved by:

Employer	
Radmacher Brothers Excavating Co., Inc.	
Name (Please Type or Print) Kathy L Kee	**Title**
Signature Electronically Signed	**Date** 01/14/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 01/14/2009

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 180228

Information Required for the E-Verify Program Information relating to your Company:	
Company Name	Radmacher Brothers Excavating Co., Inc.
Company Facility Address	2201 North 7 Highway Suite B Pleasant Hill, MO 64080
Company Alternate Address	
County or Parish	CASS
Employer Identification Number	431559884
North American Industry Classification Systems Code	237
Parent Company	Radmacher Brothers Excavating
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

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

MO	1

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 180228

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

Name	Kathy L Kee
Phone Number	8165403614
Fax	8165404444
Email	kkee@radbroex.com

This list represents the first 20 Program Administrators listed for this company.