



# **CITY OF BELTON, MISSOURI REQUEST FOR PROPOSAL**

## **Farm Lease Agreement Cutting and Baling Hay at Wastewater Treatment Facility**

### **SUBMITTAL DEADLINE**

August 15, 2023 at 10:00 a.m.

RFP NUMBER 23-021



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**REQUEST FOR PROPOSAL 23-021**  
**Farm Lease Agreement**  
**Cutting and Baling Hay at**  
**Wastewater Treatment Facility**

Sealed proposals will be received by the Assistant City Manager of the City of Belton at the City of Belton Public Works Facility located at 700 Seabee Road, Belton, Missouri, 64012 at the Administrative Building (Building A) **until 10:00 a.m., local time, on August 15, 2023 at which bidding will be closed.** All bids will be opened and read aloud. A late Proposal Packet is one received after 10:00 a.m., local time, at the time and place of the opening as stated. The decision as to the correct time for the openings shall be made by the Assistant City Manager of the City of Belton and that decision shall be final. Proposals received after the deadline date and time will be returned unopened. It shall be the responsibility of those submitting a proposal to assure themselves that their proposal has been received by the City of Belton.

**Project Description**

**The proposed contract includes a farm lease for the purpose of cutting and baling hay at the City of Belton's Wastewater Treatment Facility. This is a one-year contract that may be extended up to five years at the mutual agreement of both parties.**

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

All equipment, materials, and workmanship must be in accordance with the Specifications and other Contract Documents.

**RFP documents can be seen on the City of Belton's website.**

A copy of the City of Belton Design and Construction Manual may be downloaded at no cost from the City's website at <https://www.belton.org/Departments/Public-Works-Department/Design-and-Construction-Manual>.

Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program or equivalent for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations that is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.

Pursuant to 610.021 RSMo Item 12, 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.

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.

On all requests and correspondence, please reference RFP Number 23-021.

Requests for information related to this RFP should be directed to:

Bob Orr, Engineer I  
Telephone: (816) 892-1293  
E-Mail: [borr@belton.org](mailto:borr@belton.org)



## INSTRUCTIONS FOR RESPONDING TO RFP 23-021

### **Please Remit**

- \* One (1) original signed unbound proposal
- \* Two (2) copies of original signed proposal

<input checked="" type="checkbox"/>	<b>PROPOSAL CHECKLIST TO INCLUDE WITH PACKET</b>
	Form A – Proposal Validity and Commitment to Sign Contract
	Form B - Contractor Disclosures, Legal Matters, Required Representations
	Form C - Experience/References
	Form D - Work Agreement
	Form E - Proposal Pricing (Including Unit Prices Where Required)
	Form F – Bid Bond – Attach to original
	Attachment 1: Affidavit of Work Authorization/E-Verify – Attach to original
	Addenda, if applicable
	Outermost Submittal Envelope Label

**Total of three (3) copies of proposals are to be submitted.**

**MUST BE RECEIVED BY: August 15, 2023 at 10:00 a.m., local time.**

**PLEASE USE THE OUTERMOST ENVELOPE SUBMITTAL LABEL TO MARK YOUR SUBMITTAL "SEALED PROPOSAL 23-021" WITH YOUR COMPANY NAME PRINTED ON IT AND SUBMIT IT TO:**

Greg Rokos, P.E., Assistant City Manager  
700 Seabee Road  
Belton, MO 64012

Any questions regarding this Request for Proposal shall be submitted to Bob Orr by e-mail at [borr@belton.org](mailto:borr@belton.org) or by phone at (816) 892-1293.

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.



**FORM A  
PROPOSAL VALIDITY AND  
COMMITMENT TO SIGN CONTRACT**

I (authorized agent) \_\_\_\_\_ having authority to act on behalf of  
(Company name) \_\_\_\_\_ do hereby  
acknowledge that (Company name) \_\_\_\_\_ 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 Contract.

**COMPANY NAME:**

\_\_\_\_\_

**ADDRESS:**

\_\_\_\_\_ Street

**ADDRESS:**

\_\_\_\_\_ City State Zip

**PHONE:**

\_\_\_\_\_

**E-MAIL:**

\_\_\_\_\_

**SIGNATURE:**

\_\_\_\_\_ Signature of Officer/Title Date (Month-Day-Year)

**SIGNATURE:**

\_\_\_\_\_ Signature of Officer/Title Date (Month-Day-Year)

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

**Check One:**

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



**FORM B**  
**DISCLOSURES, LEGAL MATTERS,**  
**REQUIRED REPRESENTATIONS**

**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 Contractor 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 Contractor 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 Contractor 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 Contractor defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded? Yes \_\_\_\_ No \_\_\_\_
4. Has the Contractor been assessed or required to pay liquidated damages in connection with work performed on any project? Yes \_\_\_\_ No \_\_\_\_
5. Has the Contractor had any business or professional license, registration, certificate, or certification suspended or revoked? Yes \_\_\_\_ No \_\_\_\_
6. Have any liens been filed against the Contractor as a result of its failure to pay Subcontractors, suppliers, or workers? Yes \_\_\_\_ No \_\_\_\_
7. Has the Contractor been denied bonding or insurance coverage or been discontinued by a surety or insurance company? Yes \_\_\_\_ No \_\_\_\_
8. Has the Contractor 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 Contractor or its owners, officers, directors, or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Contractor's business? Yes \_\_\_\_ No \_\_\_\_
10. Has the Contractor 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 Contractor in the past 48 months?  
\_\_\_\_ Yes \_\_\_\_ No *If yes, provide details in an attachment.*
2. Complaints, Charges, Investigations: Is the Contractor currently or has the Contractor 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 Contractor understands that making the following representations are required as a condition of performing the contract work and receiving payment for same.

1. The Contractor will possess all applicable professional and business licenses required for performing work in Belton, Missouri.
2. The Contractor satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Contractor 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 Belton requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Contractor 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 Contractor represents that it has no conflicts of interests with the City of Belton 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 Contractor 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 offer or competitor.
7. The Contractor will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.



**FORM C  
WORK AGREEMENT**

Proposal of \_\_\_\_\_, organized and existing  
(Company Name)

under the law of the State of \_\_\_\_\_, doing business

as \_\_\_\_\_ (\*)

To the City of Belton, 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. 23-021 – Farm Lease Agreement for the purpose of cutting and baling hay at the City of Belton’s Wastewater Treatment Facility.

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.

(\*) Insert “a corporation, a partnership, or an individual” as applicable.



**FORM D**  
**PROPOSAL PRICING**  
**(Including Unit Prices Where Required)**

Item No.	Item	Unit	Estimated Quantity	\$/Unit	Total
1	Annual Rent	LS	1		\$
TOTAL					\$

## OUTERMOST ENVELOPE SUBMITTAL LABEL

SEALED REQUEST FOR PROPOSAL  
ATTN: GREG ROKOS, PE, ASSISTANT CITY MANAGER

RFP #: 23-021

PROJECT NAME: FARM LEASE AGREEMENT CUTTING AND BALING HAY AT  
WASTEWATER TREATMENT PLANT

OPENING DATE: AUGUST 15, 2023

OPENING TIME: 10:00 A.M., LOCAL TIME

COMPANY NAME: \_\_\_\_\_

DATED MATERIAL - DELIVER IMMEDIATELY

**PLEASE CUT OUT AND AFFIX THIS LABEL (ABOVE) TO THE OUTERMOST  
ENVELOPE OF YOUR PROPOSAL TO HELP ENSURE PROPER DELIVERY**



## EXHIBIT A

### CITY OF BELTON CONTRACT FOR SERVICES

#### Farm Lease Agreement for Cutting and Baling Hay at Wastewater Treatment Facility

#### AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this \_\_\_\_\_, 2023 between \_\_\_\_\_, an entity organized and existing under the laws of the State of \_\_\_\_\_, with its principal office located at \_\_\_\_\_, hereafter referred to as the **Contractor**, and The City of Belton, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 506 Main Street, Belton, 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 \_\_\_\_\_ and coincidental with the Assistant 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 Request for Proposal 23-021 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. The selected Contractor will complete work based upon individual task agreements. 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, 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 Term of the Lease Agreement shall begin no later than September 1, 2023 and shall be completed by December 31, 2023. The date of substantial completion shall be that date when the project is officially accepted by the Owner. The City shall be the sole determiner as to the fulfillment of the work as described.

**ARTICLE III**  
**CONTRACT SUM AND PAYMENT**

The annual rent for the Term shall be in the sum of \_\_\_\_\_ and 00/100 Dollars (\$\_\_\_\_\_) ("Rent"). On September 1, 2023 Lessee shall pay the rent to the "City of Belton" delivered to 506 Main Street, Belton, Missouri 64012. If the City and the Lessee mutually agree, the agreement may be extended annually for a period of up to five (5) years beginning January 1<sup>st</sup> of each successive year.

**ARTICLE IV**  
**INSURANCE REQUIREMENTS**

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

**ARTICLE V**  
**DAMAGES/DELAYS/DEFECTS**

Lessee shall cultivate and manage the Premises according to locally accepted farming practices; and keep all ditches, drains and watercourses open, clean and in good working order. Lessee shall not contaminate or allow to be contaminated any water, well, pond, or lake on the Premises.

- a) The Lessee shall make a reasonable effort to retard or prevent soil erosion.
- b) The Lessee shall do its best to prevent any noxious weeds from going to seed.
- c) The Lessee shall not remove or allow removal of any soil.

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, tool, 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 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 to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor 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.

## **ARTICLE VI RESPONSIBILITIES**

The City shall provide all information or services under their control with reasonable promptness and designate the Assistant 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 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 type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site 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 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 e-mail. 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 Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.



## **ARTICLE VIII ARBITRATION**

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 arbitrate the issue. Resolution of the issue will be binding upon both parties.

## **ARTICLE IX REQUIRED SAFETY TRAINING**

- A. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program, or equivalent, for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.
- B. 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.
- C. Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

## **ARTICLE X 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” and “C” 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 XI**  
**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. 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 with the City of Belton 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 BELTON, MISSOURI**

By: \_\_\_\_\_  
Greg Rokos, P.E., Assistant City Manager

Attest: \_\_\_\_\_  
Andrea Cunningham, City Clerk

SEAL)

**CONTRACTOR'S NAME**

By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

## **APPENDIX A**

### **Scope of Services and Special Provisions**

#### **Farm Lease Agreement for Cutting and Baling Hay at Wastewater Treatment Facility**

##### ANTICIPATED SCOPE OF SERVICES:

The proposed contract includes a farm lease for the purpose of cutting and baling hay at the City of Belton's Wastewater Treatment Facility (Premises). This is a one-year contract that may be extended up to five years at the mutual agreement of both parties.

##### **A. DESCRIPTION OF LEASED PREMISES:**

1. The leased premises consist of certain real property owned by the City, all as legally defined in Exhibit B and as shown in Exhibit C that are attached hereto and made a part hereof. The premises includes the City's Wastewater Treatment Facility and auxillary improvements ("Facility") and certain portions of the land surrounding the Facility, or approximately 30.52 acres as shown in Exhibit C may be suitable for a farming operation. The City makes no representation as to the quantity or quality of hay to be cut and baled from the Premises while this lease is in effect.
2. Lessee, having inspected the Premises, does accept the Premises together with improvements thereon all in an "AS IS" condition. Lessee acknowledges that no representation, statements or warranties, expressed or implied, have been made by or on the behalf of the City with respect to the condition of the Premises (including, but not limited to, physical and environmental conditions of the Premises) or the use or occupation that may be made thereof. Lessee further acknowledges that the City shall in no way whatsoever be liable for any latent defects in the Premises, improvements or facilities provided herein and that Lessee takes possession hereunder and agrees that the City shall have no obligation to improve, repair, restore, rebuild, refurbish, or otherwise incur any expense in improving and/or changing the condition of the Premises or the Facility at such times hereafter during the term of this lease or any extension thereof. Lessee further acknowledges that Lessee's invitees, servant, agents, employees, and representatives have visited the Premises and all appurtenant facilities and have otherwise become fully acquainted with the conditions relevant to the Premises and their operation.

##### **B. USE OF THE PREMISES:**

1. The Premises shall be used by Lessee and Lessee's invitees, servants, agents, employees and representatives solely for the purpose of cutting and baling hay and for no other use without prior written consent of the City which consent may be given or withheld at the sole and absolute discretion of the City. Lessee shall cause all baled hay to be removed from the Premises within ninety (90) days of being cut.

2. Prohibited activities. Lessee agrees not to use the Premises for, or to carry on or permit any activity against public policy. Lessee shall not use, store, or release hazardous substances in, upon, or under the Premises. Lessee further agrees not to use or permit the use of the Premises for any purpose which would increase existing rates of insurance or cause cancellation of any insurance policy carried by the City Lessee. Lessee agrees to comply with and conform to all laws and ordinances, municipal, state, federal, and/or other governmental authority and any and all requirements or orders of any municipal, state, federal, or other governmental board of authority, present or future, relating to the condition, use or occupancy of the Premises, all in a manner to ensure that the City incurs no liability under such laws. Notwithstanding anything to the contrary in this Lease, Lessee shall not perform any work or use the Premises in any manner that interferes with the City's use of the Premises for operation of the Facility with it being understood that the operation of the Facility is a critical municipal function and that the Lessee's right to use the Premises under this Lease is subordinate to the continued and uninterrupted operation of the Facility.
3. The City may at any time modify or expand the Facility and add structures within the Premises as the City may determine in its sole and absolute discretion is in the best interest of the City for provision of wastewater treatment services to the general public. If the additional structures reduce the farmable area by more than 20%, this Lease may be renegotiated and amended upon execution of a written instrument signed by both parties.
4. Lessee represents and warrants that Lessee and Lessee's invitees, servants, agents, employees and representatives have and shall have the capacity, knowledge and expertise and desire to properly and lawfully operate and preserve the aforesaid farming operation under the terms and conditions provided herein. Lessee further represents and warrants that Lessee and Lessee's invitees, servants, agents, employees and representatives shall at all times during the performance of work under the terms of this Lease be familiar with and comply with all applicable federal, state, and local statutes, including, but not limited to, all local, county, and state, and specific traffic regulations established for the streets, roads leading to and from the Premises.

#### ADDITIONAL BIDDING INFORMATION

*Project questions:* All questions regarding the bidding of this project must be submitted to Bob Orr, Engineer I, City of Belton, by phone at (816) 892-1293 or by email at [borr@belton.org](mailto:borr@belton.org). **All questions must be received (3) days prior to the bid opening.**

## **APPENDIX B**

### **General Terms and Conditions**

#### **E. *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 Assistant City Manager or their authorized representative(s). The Contractor shall not comply with requests and/or orders issued by an unauthorized individual. The Assistant City Manager will designate their authorized representatives in writing. Both the City of Belton and the Contractor must approve any changes to the contract in writing.

#### **E. *Contract Award***

The contract will be awarded based on the base bid plus alternates as selected by the City. Alternates may increase or decrease the total bid price depending on the price of the alternate. Some alternates are additional items, while others are replacement of other line items.

#### **E. *Contract Period***

Award of this contract is anticipated prior to the end of September 2023.

#### **D. *Insurance***

The Contractor shall procure, maintain, and provide proof of insurance coverages 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 Belton by the Contractor, its agents, representatives, employees, or subcontractors. The City of Belton 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.

Contractor shall procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, Contractor shall supply such insurance, if available, at City's cost. Policies containing a Self-Insured Retention are unacceptable to City.

- a. Commercial General Liability Insurance: with limits of \$2,500,000 per occurrence and \$2,500,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
  - i. Severability of Interests Coverage applying to Additional Insureds
  - ii. Contractual Liability

- iii. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,500,000
  - iv. No Contractual Liability Limitation Endorsement
  - v. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent
- b. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:
  - Workers Compensation Statutory
  - Employers Liability
  - \$100,000 accident with limits of:
  - \$500,000 disease-policy limit
  - \$100,000 disease-each employee
- c. Commercial Automobile Liability Insurance: with a limit of \$2,500,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be written on an "occurrence" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Contractor.
- d. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Contractor shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds. The certificate shall be on the City's Standard Certificate of Insurance Form furnished in Attachment 2 or its equivalent.
- e. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better and are licensed or approved by the State of Missouri to do business in Missouri.
- f. Regardless of any approval by City, it is the responsibility of the Contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Contractor's failure to maintain the required insurance in effect, City may order

Contractor to immediately stop work, and upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

*E. Hold Harmless Clause*

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Belton, 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.

*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. Cancellation*

The City of Belton reserves the right to cancel and terminate this contract in part or in whole without penalty upon thirty (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.

*H. Contractual Disputes*

The Contractor shall give written notice to the City of Belton 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 Belton 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.

The City's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Assistant City Manager or his designee. The Assistant City Manager shall render a decision within sixty (60) days of receipt of the appeal.

*I. 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.

*J. 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 Belton codes.

*K. Drug/Crime Free Workplace*

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 Belton 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 Belton in addition to any criminal penalties that may result from such conduct.

*L. 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.

*M. Safety Training*

Contractors are informed that the project is subject to the requirements of Section 292.675, RSMo that 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 that 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.

*N. Permits/Certificates*

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 Belton (unless otherwise directed by the City Clerk). This permit can be obtained from the office of the City Clerk, 506 Main Street, Belton, Missouri 64012.

Certificates must be submitted with the RFP if project utilizes any of the Contractors listed herein: Class A and B Contractors, Electricians, Plumbers, and Mechanical Contractors.

Class A and B Contractors, Electricians, Plumbers, and Mechanical Contractors who held a 2012 Belton Business 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.

*O. 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.

*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 record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

*Q. 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.

**PLEASE NOTE: The following affidavit in Attachment 1 must be completed and returned with RFP.**

## ATTACHMENT 1

### AFFIDAVIT OF WORK AUTHORIZATION

(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 \_\_\_\_\_, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor:

\_\_\_\_\_

Company:

\_\_\_\_\_

Address:

\_\_\_\_\_

- 1 I am of sound mind and capable of signing 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 Belton: Project #23-021.

- 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.

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Company Name

---

Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

*PLEASE NOTE:* Acceptable enrollment and participation documentation consists of the following two (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.



# Certificate of Insurance

## ATTACHMENT 2

Public Works Department  
506 Main Street  
Belton, Missouri 64012

NAME AND ADDRESS OF AGENCY	<b>COMPANIES AFFORDING COVERAGES</b>	
	COMPANY LETTER	<b>A</b>
	COMPANY LETTER	<b>B</b>
NAME AND ADDRESS OF INSURED	COMPANY LETTER	<b>C</b>
	COMPANY LETTER	<b>D</b>
	COMPANY LETTER	<b>E</b>

**This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.**

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATES	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
	<b>General Liability</b>			Bodily Injury	\$	\$
	Property Damage			\$	\$	
	Bodily Injury Property Damage Combined			\$	\$	
	Applies to Products/Completed Operations Hazard			\$		
	(Personal Injury)					
	<b>Auto Liability</b>			Bodily Injury (Each Person)	\$	
	Bodily Injury (Each Occurrence)			\$		
	Property Damage			\$		
	Bodily Injury and Property Damage Combined			\$		
	<b>Excess Liability</b>			Bodily Injury and Property Damage Combined	\$	\$
	<b>Worker's Compensation and Employers' Liability</b>			Statutory		
				\$	(Each Accident)	
	<b>Other</b>					

**The City of Belton, Missouri is named as an Additional Insured.**

<b>Location:</b>	<b>Description of Operations:</b>

**Cancellation:** Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail \_\_\_\_\_ days written notice to the below named certificate holder.

<b>NAME AND ADDRESS OF CERTIFICATE HOLDER:</b> City of Belton, Missouri Public Works Department 506 Main Street Belton, Missouri 64012	<b>Date Issued:</b> _____  _____ Authorized Representative
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**EXHIBIT A**  
**Legal Description**

Tract I: The Northeast Quarter of the Northeast Quarter, except the North 727.10 feet of the West 600 feet thereof, of Section 12, Township 45, Range 33, Cass County, Missouri, Subject to that part thereof in road.

Tract II: The North 727.10 feet of the West 600 feet of the Northeast Quarter of the Northeast Quarter of Section 12, Township 45, Range 33, Cass County, Missouri, subject to that part thereof in road.

## **EXHIBIT B**

### **Map**

**Purple area depicts farmable property.**





# WWTF Farmable Area



Farmable Area - 30.52 Acres

0 100 200 400 Feet

