



**CITY OF BELTON, MISSOURI
REQUEST FOR QUALIFICATIONS
for On-Call Water, Wastewater,
Stormwater Services, and Other City Assets**

SUBMITTAL DEADLINE

Tuesday, September 13, 2022 at 10:00 a.m.

RFQ NUMBER 22-025

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CITY OF BELTON
Request for Qualifications (RFQ)
Number 22-025

Sealed qualifications will be received by the Public Works Director of the City of Belton, 700 Seabee Road, Belton, Missouri, 64012, **until 10:00 a.m., local time, on September 13, 2022** for

On-Call Water, Wastewater, Stormwater Services and Other City Assets

To provide the City with on-call repair services on an as-needed basis for primarily water distribution system, wastewater collection system, and stormwater collection system infrastructure services for the City of Belton Public Works Department. These services generally require immediate (emergency) response to minimize property loss or environmental damage and are generally expected to be of short duration. Additional repair jobs on other City Assets may include those for which the Public Works Divisions do not have immediate access to appropriate equipment or available resources to complete the work in a timely manner or in situations where City resources are being utilized and are required to remain focused on task at hand. The selected Contractor(s) could also be called upon in the case of natural disasters to assist with system repairs and clean-up.

Requests for information related to RFQ 22-025 should be directed to:

Greg Rokos, Public Works Director
Telephone: 816-892-1269
E-Mail: grokos@belton.org

QUALIFICATION PACKET SUBMITTAL INSTRUCTIONS

1. **Qualification Forms**: Qualification Packets must be submitted utilizing the forms attached herein and all information and certificates called for thereon must be furnished and must be written in ink or typewritten. Qualification Packets submitted in any other manner or that fail to furnish all information or certifications required may be rejected. **No three ring binders.** Maximum number of pages shall be 30 pages not including a cover sheet. Minimum font size is 12 point. Appendix B includes five (5) attachments. **Attachment 5 – Affidavit of Work Authorization** is the only attachment that should be submitted with RFQ Number 22-025. Do not submit Attachments 1-4 as part of this RFQ. These attachments are only provided as an example. The City will request these attachments once Contractors have been selected for services.

Three (3) Qualification Packets should include for submittal:

- Cover/Transmittal Letter
- Company Information
- Qualification Forms A-C
- Affidavit of Work Authorization

2. **Qualification Packets Envelope**: Envelopes containing the three (3) Qualification Packets must be sealed and addressed to:

Greg Rokos, Public Works Director
City of Belton
700 Seabee Road
Belton, Missouri 64012

3. **Receipt of Qualification Packets**: Sealed Qualification Packets envelopes will be received by the City of Belton, Public Works Director, 700 Seabee Road, Belton, Missouri, 64012, **until 10:00 a.m., local time, September 13, 2022.**
4. **Late Qualification Packets**: A late Qualification 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 Public Works Director of the City of Belton, and that decision shall be final. Qualifications received after the deadline date and time will be returned unopened. It shall be the responsibility of those submitting a qualification to assure themselves that their qualification has been received by the City of Belton.
5. **Waiver of Informalities**: The City may, at its election, waive any minor informalities or irregularities in qualifications received or reject any or all qualifications.
6. **Determination and Notification of Sealed Qualification Packets**: At a City Council meeting after the date on which qualifications are received, the Council will consider the recommendation of City Staff for award of this contract. The Public Works Department will notify all firms of the determination of the Council in this matter.

QUALIFICATION 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

QUALIFICATION FORM B
DISCLOSURES, LEGAL MATTERS, REQUIRED REPRESENTATIONS

Disclosures

The Contractor submitting this RFQ 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 RFQ, 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.

QUALIFICATION FORM C EXPERIENCE/REFERENCES

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

- Contractor Name
- Mailing Address
- Contact Person
- Telephone Number
- Project Name, Amount, and Date Completed

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

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
PHONE NUMBER	
PROJECT, AMOUNT, AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
PHONE NUMBER	
PROJECT, AMOUNT, AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
PHONE NUMBER	
PROJECT, AMOUNT, AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
PHONE NUMBER	
PROJECT, AMOUNT, AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
PHONE NUMBER	
PROJECT, AMOUNT, AND DATE COMPLETED	

State the number of years in business: _____

State the current number of personnel on staff: _____

OUTERMOST ENVELOPE SUBMITTAL LABEL

SEALED REQUEST FOR QUALIFICATIONS
ATTN: GREG ROKOS, PUBLIC WORKS DIRECTOR

RFQ #: 22-025

RFQ NAME: On-Call Water, Wastewater, Stormwater Services, & Other City Assets

DUE DATE: Tuesday, September 13, 2022

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**



**CITY OF BELTON
ON-CALL PROFESSIONAL SERVICES CONTRACT**

On-Call Water, Wastewater, Stormwater, and Other City Assets

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this _____, 2022 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 Public Works Director's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

**ARTICLE I
THE WORK**

Contractor agrees to perform all work and provide all deliverables as specified in and according to Task Agreement and Scope of Services in **Attachment 1 of Appendix B** and the General Terms and Conditions in **Appendix A** 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. The actual scope of services will be finalized with the individual task agreement. 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 this On-Call Professional Services Contract including insurance and termination clauses as needed or required. The work as specified in Task Agreement and Scope of Services may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II
TIME OF COMMENCEMENT AND COMPLETION

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

ARTICLE III
CONTRACT SUM AND PAYMENT

The City agrees to pay the Contractor per Task Agreement for completion of the work subject to the provisions herein set. The City Manager has authority to approve change orders.

ARTICLE IV
CONTRACT PAYMENT

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

The Contractor shall provide the City with monthly billings for progress payments as the work is completed. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Contractor's work. The City will be the sole judge as to the sufficiency of the work performed.

In the event of the Contractor's failure to perform any of his duties as specified in this contract and addendums or to correct an error within the time stipulation agreed upon by both parties, the City shall have the right to deduct an amount not to exceed twenty-five (25%) per invoice.

Payment shall be made upon receipt of invoices as outlined in **Appendix A**.

ARTICLE V
INSURANCE REQUIREMENTS

- A. Professional 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, Professional 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 Professional.
- d. Professional Liability Insurance: with limits Per Claim/Annual Aggregate according to the following schedule:

Professional's Minimum	Fee Minimum Limits
Less than \$25,000	\$100,000
\$25,000 or more, but less than \$50,000	\$500,000
\$50,000 or more	\$1,000,000

- B. 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. Professional 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 4** or its equivalent.
- C. 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.

- D. Regardless of any approval by City, it is the responsibility of Professional 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 Professional's failure to maintain the required insurance in effect, City may order Professional 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.

ARTICLE VI RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate a representative to render decisions on behalf of the City and on whose actions and approvals the 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 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 services necessary to perform and complete the contract as specified. Contractor further agrees to keep and not change Project Manager and Project Team without notification and consent of the City.

Contractor will supervise and direct the work performed and shall be responsible for his employees. Contractor will also supervise and direct the work performed by Subcontractors and their employees and be responsible for the work performed by Subcontractors 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 Subcontractors hired will obtain the necessary licenses and permits as required.

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

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

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 mail, certified mail, 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 delivered via regular mail, certified mail, or e-mail.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice delivered by certified mail to the Contractor. In the event this agreement is terminated, the City may hold as a retainer the amount needed to complete the work in accordance with **Appendix A** 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 WARRANTY

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

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

ARTICLE X AFFIDAVIT of WORK AUTHORIZATION

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

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

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

**ARTICLE XI
ENTIRE AGREEMENT**

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

The parties have executed this agreement 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: _____
Gregory J. Rokos, Public Works Director

Attest: _____
Andrea Cunningham, City Clerk

SEAL)

CONTRACTOR'S NAME

By: _____

Title: _____

Attest: _____

APPENDIX A

General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

Award of this contract is a 5-year period. Performance Appraisals of the Contractor shall be completed on an annual basis concurrently with negotiations of the **Attachment 3: Schedule of Hourly Rates and Expenses**. The Public Works Director is authorized to extend the Agreement for five (5) subsequent one-year periods. The total term of the agreement shall not exceed ten (10) years.

C. *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.

D. *Exemption from Taxes*

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

E. *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.

F. *Invoicing and Payment*

The Contractor shall submit invoices for services outlined above in the scope of services under **Appendix B: Attachment 1**.

G. *Cancellation*

The City of Belton reserves the right to cancel and terminate this contract and/or task agreement 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.

City decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Public Works Director, or his designee. The Public Works Director 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. *Inspection*

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

M. *Escalation of Fees*

The pricing of services contained in the contract for the selected Contractor shall remain in effect for one (1) year. During the yearly appraisal, the Contractor may submit new pricing for the next year.

N. *Permits*

The successful Contractor shall be responsible for obtaining all permits and for incurring all expenses associated with those permits prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the Business License required of all vendors doing business within the City limits of 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.

O. *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.

P. *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.

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.

- R. The Contractor shall deliver all work products to the City that may include but not limited to right-of-way easements, preliminary and final plans, surveys, as-builts, and project files without restriction or limitation of use.

APPENDIX B

On-Call Professional Services Contract Attachments

Attachment 1 – Generic Task Agreement

Attachment 2 – Professional Services Performance Appraisal

Attachment 3 – Schedule of Hourly Rates and Expenses

Attachment 4 – Standard Certificate of Insurance Form

Attachment 5 – Affidavit of Work Authorization

ATTACHMENT 1



PUBLIC WORKS

City of Belton – Public Works Task Agreement

Contract:

Ordinance or Resolution:

Task Agreement No:

Funding Amount:

Date of Schedule of
Hourly Rates and Expenses:

Purchase Order No:

Project Title:

Contractor/Consultant (including subs):

Division and Staff Project Manager:

Project Management Manual reviewed:

Attachments (Gantt Chart, etc.):

PROJECT Scope (can be in the form of an attachment):

Staff Signatures

Partner Signatures

Public Works Director:
Greg Rokos

City Manager:
Joe Warren

Project Manager:

Company Principal (if different):

Signature:

Date:

Signature:

Date:

Signature:

Date:

Signature:

Date:

Project Type:

Design

Construction

Property
Acquisition

Conceptual –
Problem
Solving

Surveying

Project Discipline(s):

Transportation

Planning

Water

Wastewater

Stormwater

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement effective on the _____ day of _____, 20____.

Attach scope of work, budget, and other supporting material.

ATTACHMENT 2

Professional Services Performance Appraisal

The following is a summary of scope or work-related information and a list of values and performance measures that the City believes important to the relationship between community, staff, and contractors/consultants. These measures will be utilized annually to initiate discussion for improvement necessary to provide great service to the community. It may also be the basis for termination of existing contracts if deemed in the best interest of the City.

Contractor/Consultant: _____ Date: _____

What type of activities was this Contractor/Consultant responsible for? (circle all that apply)

Design	Construction	Property Acquisition	Conceptual Problem Solving –	Surveying
Transportation	Planning	Water	Wastewater	Stormwater

Was the work completed on schedule, according to scope and under budget? If not, why? Was it due to the service provider and how?

On a scale of 1 – 5, 5 being the best, rate the following and provide comments for each.

Quality of work:

Comments:

Responsiveness:

Comments:

Customer Service (community):

Comments:

Communication:

Comments:

Cooperation with Others:

Comments:

Creativity/Innovation:

Comments:

Overall Performance:

ATTACHMENT 3

Schedule of Hourly Rates and Expenses

To be provided by selected Contractor and incorporated into Contract.

Do not submit a Schedule of Hourly Rates and Expenses as part of the RFQ Proposal.



Certificate of Insurance

ATTACHMENT 4

Public Works Department
506 Main Street
Belton, Missouri 64012

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

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
	General Liability <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Premises --Operations <input type="checkbox"/> Explosions and Collapse Hazard <input type="checkbox"/> Underground Hazard <input type="checkbox"/> Products/Completed Operations Hazard <input type="checkbox"/> Contractual Insurance <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury			Bodily Injury Property Damage	\$ \$	\$ \$
				Bodily Injury Property Damage Combined	\$	\$
				Applies to Products/Completed Operations Hazard		\$ (Personal Injury)
	Auto Liability <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Owned <input type="checkbox"/> Hired <input type="checkbox"/> Non-Owned			Bodily Injury (Each Person) Bodily Injury (Each Occurrence) Property Damage Bodily Injury and Property Damage Combined	\$ \$ \$ \$	
	Excess Liability <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form			Bodily Injury and Property Damage Combined	\$	\$
	Worker's Compensation and Employers' Liability			Statutory		
	Other				\$	(Each Accident)

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

Location:	Description of Operations:
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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.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

City of Belton, Missouri
Public Works Department
506 Main Street
Belton, Missouri 64012

Date Issued: _____

Authorized Representative

ATTACHMENT 5

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.
- 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.

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.