



**City of Belton**

**Request for Proposal**

Window Replacement at the A. Ives Reid Celebration Center  
(Belton Senior Center)  
609 Minnie Ave, Belton MO 6012

**RFP# 21-013**

**Submittal Deadline**

**June 16, 2021**

**10:00 a.m.**

The City of Belton is seeking proposals from qualified contractors for full window replacement at the A. Ives Reid Celebration Center (Belton Senior Center) located at 609 Minnie Ave, Belton MO 64012.

Sealed proposals will be accepted at Belton City Hall, Attn City Clerk, 506 Main St, Belton MO 64012 until 10:00 a.m. CST on June 16, 2021 at which time bidding will be closed and proposals will be opened and read out loud at 520 Main St, Belton MO 64012. Please mark the envelope "RFP #21-013."

All proposals must be accompanied by a Certificate of Insurance showing General Liability and Workman's Compensation (as applicable) coverages and naming the City of Belton as a certificate holder. (see Appendix B Terms and Conditions for coverage amounts)

Pursuant to RSMo 610.021.12 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 City reserves the right to reject any and all bids, to waive technical defects in the bid, and to waive informalities or deficiencies therein, to negotiate with any or all bidders or others for more favorable terms or prices, to award the contract to a party other than the bidder submitting the lowest cost bid proposal with or without negotiation, and to determine which is the lowest, best, and more responsive to accept, at its option, any alternates.

Questions regarding this proposal should be submitted to:

Shelby Bigby, Executive Assistant to the City Manager

[sbigby@belton.org](mailto:sbigby@belton.org)

816.892.1265

To schedule a time to view the building and windows, please contact:

Shelby Bigby, Executive Assistant to the City Manager

[sbigby@belton.org](mailto:sbigby@belton.org)

816.892.1265

## Scope of Work and Specifications

Proposals should have a breakout of material and labor costs. Proposals should also have an approximate lead time for project completion.

There are currently 27 total fixed windows of various size and shape. The replacement services should include the following.

- Removal and disposal of old windows, trim (inside & outside), etc.
- Fitting and installation of new windows (both fixed and operable)
- Windows should be double glass, Low-E, white vinyl, and have screens (as appropriate)
- Operable windows should be crank out
- Finishing trim (inside & outside)/caulk/hardware of new windows

The current configuration of windows and approximate sizes are as follows.

(These sizes are only approximate. The City highly recommends the contractor to schedule a time to personally measure.)

- 33.5" x 19" – quantity 8
- 33.5" x 20" – quantity 4
- 45.5" x 19" – quantity 2
- 39.5" x 19" – quantity 2
- 35" x 19" – quantity 2
- 17" x 19" – quantity 6
- 47" x 19" – quantity 3

From the total number of windows above, the City desires these windows to be operable.

- 33.5" x 19" – quantity 4
- 33.5" x 20" – quantity 2
- 45.5" x 19" – quantity 2
- 39.5" x 19" – quantity 2
- 35" x 19" – quantity 2
- 47" x 19" – quantity 3

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Alternatively, the City is open to proposals for the best window configuration. Please note any alternate proposal accordingly and approximate lead time for completion.



**City of Belton  
Contract for Service**

Window Replacement at the A. Ives Reid Celebration Center

**Agreement for Provision of the Following Services**

Agreement made this \_\_\_\_\_, 2021 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 City Manager's (or her designee) signature and attestation by the City Clerk. It shall remain in effect as described within the attachments. It is understood additional costs may need to go to the City Council for approval.

**ARTICLE I  
THE WORK**

The Contractor agrees to perform all work and provide all deliverables as specified in Request for Proposal 21-013 and the Terms and Conditions in Appendix B and according to the Contract Agreement set forth here. The 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 insurance and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract, scheduling, and approval of the City.

**ARTICLE II  
CONTRACT SUM AND PAYMENT**

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$ \_\_\_\_\_. It is understood additional costs may need to go to the City Council for approval.

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

**ARTICLE III  
INSURANCE REQUIREMENTS**

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

**ARTICLE IV  
CONTRACT PAYMENT**

Upon completion of the project, the Contractor shall send an invoice of actual services rendered and actual costs to the City. Payment shall be made within thirty (30) days of receipt of invoice and completion of the project. Payment shall be held pending any verification of the amount claimed or the validity of the claim. The City will be the sole judge as to the sufficiency of the work performed.

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

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

**ARTICLE V  
DAMAGES/DELAYS/DEFECTS**

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

Contractor and/or their sureties will be liable to the City for any cost for labor, 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.

If the Contractor shall fail to complete the work within the contract time, or an extension of time granted by the City, the Contractor will pay to the City the amount for liquidated damages as specified in the schedule below for each calendar day that the Contractor shall be in default after the time stipulated in this contract document. The amount specified in the schedule is agreed upon, not as a penalty, but as liquidated damages for the loss to the City of Belton and public for the use of the facility as designated. The amount will be deducted from any money due to the Contractor. The Contractor and Contractor's surety will be liable for all liquidated damages.

<b>Schedule of Liquidated Damages</b>		
Original Contract Amount		Charge per Calendar Day (\$)
From More Than (\$)	To and Including (\$)	
0	10,000	\$50
10,001	25,000	\$100
25,001	40,000	\$150

**ARTICLE VII  
RESPONSIBILITIES**

The Contractor is required 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.

The contractor will supervise and direct the work performed and shall be responsible for his employees. The 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.

**ARTICLE VIII  
TERMINATION OF AGREEMENT**

With Cause – If the contractor fails to perform his/her 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 certified mail, regular mail, and email (as applicable). If the contractor fails to correct any default after notification, the City shall have the right to immediately terminate this agreement by giving the contractor ten (10) days written notice, and delivered via certified mail, regular mail, and/or email (as applicable).

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.

**ARTICLE IX  
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 X  
WARRANTY**

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed for a period of two (2) years from the date of substantial completion. 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 bid specifications.

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

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

IN WITNESS WHEREOF, the parties hereunto have executed this agreement the day and year first written above.

THE CITY OF BELTON, MISSOURI

By: \_\_\_\_\_  
Alexa Barton, City Manager

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

CONTRACTOR'S NAME

By: \_\_\_\_\_

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

Attest: \_\_\_\_\_

**APPENDIX A**  
**SCOPE OF SERVICES**

Full window replacement at the A. Ives Reid Celebration Center (Belton Senior Center)  
609 Minnie Ave, Belton MO 64012.

**ANTICIPATED SCOPE OF SERVICES**

(Final Scope of Services will depend on accepted bid [see alternative configuration language in the RFP])

There are currently 27 total fixed windows of various size and shape. The replacement services should include the following.

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## **APPENDIX B Terms and Conditions**

### **A. 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 may be additional items, while others may be replacement of other line items.

### **B. Insurance**

The Contractor shall procure, maintain, and provide proof of General Liability and Workman's Compensation (as applicable) insurance coverages and naming the City of Belton as a certificate holder. A Certificate of Insurance shall be on file with the City Clerk at the time of contract award.

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. Policies containing a Self-Insured Retention are unacceptable to City.

- General Liability coverage in an amount not less than five hundred thousand dollars (\$500,000.00).
- Workers' Compensation coverage or an affidavit signed by the applicant attesting that the Contractor is exempt from the requirements of the Workers' Compensation Law, Chapter 287, RSMo, 1994, as amended, or applicable successor statutes. It is unlawful, pursuant to RSMo 287.128, for any contractor to provide fraudulent information pursuant to this section.

### **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.

#### F. Safety Training

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

If any on-site employees have not previously completed a construction safety program, Contractor shall require those on-site employees to complete a construction safety program within sixty (60) days before work on the project commences.

Contractor acknowledges and agrees that any of Contractor's employees found on the project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days or will be subject to removal from the project.

Pursuant to Section 292.675.4, RSMo, the Contractor shall forfeit as a penalty to the City, two thousand five hundred dollars plus one hundred dollars for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The aforementioned penalty shall not begin to accrue until after the previously stated sixty (60) day and twenty (20) time period.

Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo

#### G. Invoicing and Payment

Upon completion of the project, the Contractor shall send an invoice of actual services rendered and actual costs to the City. Payment shall be made within thirty (30) days of receipt of invoice and completion of the project. Payment shall be held pending any verification of the amount claimed or the validity of the claim. The City will be the sole judge as to the sufficiency of the work performed.

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

#### H. 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.

#### I. 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 City Manager or her designee. The City Manager shall render a decision within sixty (60) days of receipt of the appeal.

#### J. Severability

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

#### K. Applicable Laws

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

#### L. 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.
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.

#### M. Inspection

At the conclusion of the project, the Contractor shall demonstrate to the City Manager or her designee 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.

#### N. Escalation of Fees

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

#### O. Permits/License

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 license can be obtained from the Office of the City Clerk, 506 Main Street, Belton, Missouri 64012. Any applicable project permits can be obtained from the Planning Department, 520 Main Street, Belton, Missouri 64012.

#### P. Performance Bond

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

#### Q. Rejection of Bids

The City reserves the right to reject any and all bids, to waive technical defects in the bid, 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 the 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 more responsive to accept, at its option, any alternates.

#### R. Release of Information

Pursuant to RSMo 610.021.12 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.

#### S. Affidavit of Work Authorization

See Attachment 1.

**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 #21-013.
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 \_\_\_\_\_

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.