



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

**Wallace Park Playground**

**SUBMITTAL DEADLINE**

December 4, 2025 at 2PM CST

RFP NUMBER BPR-25-026



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## **REQUEST FOR PROPOSAL BPR-25-026 Wallace Park Playground**

Sealed proposals will be received by the Belton Parks Director at High Blue 16400 N Mullen Missouri, 64012 **until 2PM, local time, on December 4, 2025, at which bidding will be closed.** All bids will be opened and read aloud. A late Proposal Packet is one received after 2 p.m., local time, at the time and place of the opening as stated. The decision as to the correct time for the opening shall be made by the Parks and Recreation Director 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.

The City of Belton hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry or national origin in consideration for an award. Federal Land and Water Conservation Funds are being used in this project, and all relevant federal, state, and local requirements apply.

### **Project Description**

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.

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>.

**A suggested Pre-Bid Meeting will be held on November 26, 2025 at 2PM, local time, at High Blue 16400 N Mullen Rd.** Due to the importance of all bidders having a clear understanding of the specifications and scope of work requirements.

All bids must be accompanied by a Bid Bond from a surety or certified check from a bank acceptable to the Parks and Recreation Director in the amount equal to or greater than 5% of the maximum total bid price. Prior acceptability of the proposed surety or bank furnishing the bid

security before the bid date is recommended. An unacceptable bid security may be cause for rejection of the proposal. No bidder may withdraw his bid for a period of sixty (60) days after the date of opening of bids.

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.

All wages paid for work under this contract shall comply with the requirements of the prevailing wage law of the State of Missouri, Missouri Public Law 294, Sec. 290.210 through 290.340, RSMo 1969, as amended.

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.

Contracts must be awarded to the lowest responsible and responsive contractors or suppliers who have the ability to perform successfully under the terms and conditions of the contract. The Owner reserves the right to reject any or all proposals.

On all requests and correspondence, please reference RFP Number BPR-25-026

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

Kevin Feeback Belton Parks and Rec Assistant Director  
Telephone: 816-642-6510  
E-Mail: [kfeedback@beltonparks.org](mailto:kfeedback@beltonparks.org)



## INSTRUCTIONS FOR RESPONDING TO RFP BPR-25-026

### **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, and 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) proposals submitted**

**MUST BE RECEIVED BY: DECEMBER 4<sup>th</sup>, 2025 AT 2PM, LOCAL TIME.**

**PLEASE USE THE OUTERMOST ENVELOPE SUBMITTAL LABEL TO MARK YOUR SUBMITTAL "SEALED PROPOSAL BPR-25-026" WITH YOUR COMPANY NAME PRINTED ON IT AND SUBMIT IT TO:**

Kevin Feedback  
Belton Parks and Recreation Assistant Director  
16400 N Mullen Rd  
Belton Mo 64012

Any questions regarding this Request for Proposal shall be submitted to Kevin Feedback by e-mail at [kfeedback@beltonparks.org](mailto:kfeedback@beltonparks.org) or by phone at (816)642-6510.

Contracts must be awarded to the lowest responsible and responsive contractors or suppliers who have the ability to perform successfully under the terms and conditions of the contract. The Owner reserves the right to reject any or all proposals.



**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 regarding 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**  
**EXPERIENCE/REFERENCES**

Please provide a minimum of five references where your company has performed similar work to that is being requested in the RFP 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

|                                            |  |
|--------------------------------------------|--|
| <b>COMPANY NAME</b>                        |  |
| <b>ADDRESS</b>                             |  |
|                                            |  |
| <b>CONTACT PERSON</b>                      |  |
| <b>PHONE NUMBER</b>                        |  |
| <b>PROJECT, AMOUNT, AND DATE COMPLETED</b> |  |

|                                            |  |
|--------------------------------------------|--|
| <b>COMPANY NAME</b>                        |  |
| <b>ADDRESS</b>                             |  |
|                                            |  |
| <b>CONTACT PERSON</b>                      |  |
| <b>PHONE NUMBER</b>                        |  |
| <b>PROJECT, AMOUNT, AND DATE COMPLETED</b> |  |
| <b>COMPANY NAME</b>                        |  |
| <b>ADDRESS</b>                             |  |
|                                            |  |

|                                            |  |
|--------------------------------------------|--|
| <b>CONTACT PERSON</b>                      |  |
| <b>PHONE NUMBER</b>                        |  |
| <b>PROJECT, AMOUNT, AND DATE COMPLETED</b> |  |

|                                            |  |
|--------------------------------------------|--|
| <b>COMPANY NAME</b>                        |  |
| <b>ADDRESS</b>                             |  |
|                                            |  |
| <b>CONTACT PERSON</b>                      |  |
| <b>PHONE NUMBER</b>                        |  |
| <b>PROJECT, AMOUNT, AND DATE COMPLETED</b> |  |

|                                            |  |
|--------------------------------------------|--|
| <b>COMPANY NAME</b>                        |  |
| <b>ADDRESS</b>                             |  |
|                                            |  |
| <b>CONTACT PERSON</b>                      |  |
| <b>PHONE NUMBER</b>                        |  |
| <b>PROJECT, AMOUNT, AND DATE COMPLETED</b> |  |

State the number of years in business: \_\_\_\_\_

State the current number of personnel on staff: \_\_\_\_\_



**FORM D  
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. PK2609 Wallace Park Playground.

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

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

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

Bidder further acknowledges that bidder is the official holder of the City of Belton's *Design and Construction Manual*.

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



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

| Item | Units | Estimated<br>Quantities | \$/Units | Total |
|------|-------|-------------------------|----------|-------|
|      |       |                         |          | \$    |
|      |       |                         |          | \$    |
|      |       |                         |          | \$    |
|      |       |                         |          | \$    |
|      |       |                         |          | \$    |
|      |       |                         |          | \$    |
|      |       |                         |          | \$    |
|      |       |                         |          | \$    |
|      |       |                         |          | \$    |
|      |       |                         |          | \$    |
|      |       |                         |          | \$    |
|      |       |                         |          | \$    |
|      |       |                         |          | \$    |

|              |  |  |  |    |
|--------------|--|--|--|----|
|              |  |  |  | \$ |
|              |  |  |  | \$ |
|              |  |  |  | \$ |
|              |  |  |  | \$ |
|              |  |  |  | \$ |
|              |  |  |  | \$ |
|              |  |  |  | \$ |
|              |  |  |  | \$ |
|              |  |  |  | \$ |
|              |  |  |  | \$ |
|              |  |  |  | \$ |
|              |  |  |  | \$ |
|              |  |  |  | \$ |
|              |  |  |  | \$ |
| <b>TOTAL</b> |  |  |  | \$ |

## FORM F



### BID BOND

RFP Number BPR-25-026 \_\_\_\_\_

Project Title Wallace Park Playground

Bond Number \_\_\_\_\_

---

#### KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ of \_\_\_\_\_, as Principal, and \_\_\_\_\_ corporation, as Surety, hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents unto BELTON, MISSOURI, a Charter City in the State of Missouri, as Obligee, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States.

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

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

*The bond must be obtained from companies holding certificates of authority as acceptable sureties (31 CFR Part 223)*

*IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 580 as amended) and be authorized to transact business in Missouri.*

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

#### BIDDER AND PRINCIPAL

Name, address and facsimile number of Bidder and Principal

---

---

---

---

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

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

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

Date: \_\_\_\_\_

(Attach corporate seal if applicable)

**SURETY**

Name, address and facsimile number of Surety:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby certify that I have authority to execute this document on  
behalf of Surety.

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

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

Date: \_\_\_\_\_

(Attach seal and Power of Attorney)

**BELTON, MISSOURI**

The foregoing bond is approved.

\_\_\_\_\_  
Director of Parks and Recreation      (Date)

Approved as to form and legality:

\_\_\_\_\_  
City Attorney      (Date)

**OUTERMOST ENVELOPE SUBMITTAL LABEL**

SEALED REQUEST FOR PROPOSAL

ATTN: Kevin Feedback PARKS AND REC ASSISTANT DIRECTOR

RFP #: BPR-25-026

PROJECT NAME: Wallace Park Playground

OPENING DATE: December 4, 2025

OPENING TIME: 2 pm, CST

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  
CONTRACT FOR SERVICES**

**Wallace Park Playground**

**AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES**

Agreement made this \_\_\_\_\_, 2025 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 Directors signature and attestation by the Administrative Manager 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 BPR-25-026 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, prevailing wage requirements, and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

**ARTICLE II**  
**TIME OF COMMENCEMENT AND COMPLETION**

The work shall be completed by \_\_\_\_\_. Liquidated damages will commence on \_\_\_\_\_. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

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

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$\_\_\_\_\_.

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

**ARTICLE IV**  
**CONTRACT PAYMENT**

The City agrees to pay the Contractor for the completed work as follows: 95% of contract shall be paid within thirty (30) days of substantial completion of each section of this proposal – inspection and remediation, walk-through and acceptance by the City; a 5% retainage will be held until acceptance of the project at which time final payment will be made. Any monies not paid to the Contractor when due will bear interest at the rate of one and one-half percent (1 -1/2 %) per month, from the date such payment is due. However, if any portion of the work remains to be completed or corrected at the time payment is due, the City may retain sufficient funds to cover the City Engineer's estimated value of the work not completed or twenty percent (20%) of the contract amount, whichever is greater, exempt from interest, to be paid when such listed items are corrected or completed.

The City will be the sole judge as to the sufficiency of the work performed.

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

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B.

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

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section XII shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

## **ARTICLE V INSURANCE REQUIREMENTS**

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

## **ARTICLE VI DAMAGES/DELAYS/DEFECTS**

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

Contractor and/or their sureties will be liable to the City for any cost for labor, 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 the public of the use of the facility as designated. This amount will be deducted from any money due to the Contractor. The Contractor and Contractor's surety will be liable for all liquidated damages.

| SCHEDULE OF LIQUIDATED DAMAGES |                          |                                    |
|--------------------------------|--------------------------|------------------------------------|
| Original Contract Amount       |                          | Charge Per<br>Calendar Day<br>(\$) |
| From More Than<br>(\$)         | To and Including<br>(\$) |                                    |
| 0                              | 50,000                   | 150                                |
| 50,001                         | 100,000                  | 250                                |
| 100,001                        | 500,000                  | 500                                |
| 500,001                        | 1,000,000                | 1,000                              |
| 1,000,001                      | 2,000,000                | 1,500                              |
| 2,000,001                      | 5,000,000                | 2,000                              |
| 5,000,001                      | 10,000,000               | 2,500                              |
| 10,000,001                     | And above                | 3,000                              |

## ARTICLE VII RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate the Parks Director, 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.

Contract is subject to the State of Missouri Prevailing Wage Laws (Current Cass County Annual Wage). The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

## **ARTICLE VIII 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 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 REQUIRED SAFETY TRAINING**

- A. 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 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 XII NOTICE OF PENALTIES FOR FAILURE TO PROVIDE SAFETY TRAINING**

- A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or

portion thereof, such on-site employee is employed without the construction safety training required in Section XI above.

- B. The penalty described in Subsection “A” of this Section shall not begin to accrue until the time periods described in Sections XI “B” 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 XIII**

#### **AFFIDAVIT of WORK AUTHORIZATION**

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

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

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

**ARTICLE XIV  
ENTIRE AGREEMENT**

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. 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: \_\_\_\_\_  
Kevin Feedback, Assistant Park Director

Attest: \_\_\_\_\_  
Tracy Oliver, Administrative Services

SEAL)

**CONTRACTOR'S NAME**

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

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

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

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

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

## **APPENDIX A**

### **SCOPE OF SERVICES AND SPECIAL PROVISIONS**

#### **Wallace Park Playground**

**A suggested Pre-Bid Meeting will be held on NOVEMBER 26, 2025, at 2pm, local time at High Blue, 16400 N Mullen Rd.**

Project Title: All-Inclusive Playground Design and Installation

Location: Wallace Park

Project Completion: Spring 2026

#### **1. Project Overview**

The City of Belton Parks and Recreation Department is seeking proposals from qualified playground design and installation firms for the design, supply, and installation of an all-inclusive commercial grade playground located at Wallace Park. The project will include two separate play structures: one designed for children ages 2–5 years and one for children ages 5–12 years, incorporating inclusive design principles to ensure accessibility and play opportunities for children of all abilities. Along with other stand-alone equipment and amenities.

#### **2. General Requirements**

The selected contractor shall provide all labor, materials, equipment, and incidentals necessary to complete the project as described. The project will be delivered as a turnkey installation, ready for public use upon completion.

All work shall comply with applicable ASTM, CPSC, and ADA standards for playground safety and accessibility, as well as all local codes and permitting requirements.

#### **Design Elements**

- Two distinct ADAAG-compliant playground structures:
- Structure 1 (Ages 2–5): Designed for early childhood development with lower deck heights, slide, sensory-rich play panels, and transfer points for accessibility.
- Structure 2 (Ages 5–12): Designed for older children with ramp accessibility, higher climbing features, slides, net climbers, and interactive play zones.
- Ground-level sensory panels and activity components
- Use of existing site elevations to integrate a hillside slide feature along with hillside climbing features.

### Stand Alone Equipment

- 2 Bay single post configuration w/tot arm
- 2 Spinners (one large-over 10' diameter, one small)
- Rope climber
- Surface mount musical instruments
- Preferred material: Durable metal construction with high-quality powder coating and UV-18 or better plastics

### Site Work and Installation

The contractor will be responsible for:

- Site grading as required to prepare for equipment installation and drainage improvements
- Installation of an appropriate drainage system to support poured-in-place surfacing
- Installation of concrete curbing, 5' sidewalk around entire playground parameter, sidewalk connections, and any related site infrastructure necessary for ADA compliance
- Installation of poured-in-place rubber surfacing across all play zones
- Coordination with Park staff to maintain alignment with existing site elevations and design intent

### Additional Amenities

Proposals shall include the following site amenities integrated into the playground design:

- At least three shade structures over seating areas
- Benches for caregivers and visitors
- One ADA drinking fountain with bottle filler and doggie bowl

### Deliverables

The selected contractor shall provide:

- Conceptual design drawings, color renderings, and layout for review and approval
- Detailed cost breakdowns for all equipment and installation components
- Construction schedule and project milestones
- Warranty information for all playground equipment must be nonprorated
- Warranty information for all surfacing materials
- Contractor will be responsible for 3rd party testing of surfacing material

### Timeline

- Design and approval phase: Winter 2025 – Spring 2026
- Construction and installation: Spring 2026
- Project completion: No later than June 2026

### METHODS AND PAYMENTS

Descriptions/details of bid items, etc.

### ADDITIONAL BIDDING INFORMATION

*Project questions:* All questions regarding the bidding of this project must be submitted to Kevin Feeback Parks and Rec Assistant Director, City of Belton, by phone at (816) 348-7400 or by email at [brianw@beltonparks.org](mailto:brianw@beltonparks.org). **All questions must be received (3) days prior to the bid opening.**

- Project is tax exempt
- Prevailing wage if \$75,000+

### METHODS AND PAYMENTS

Descriptions/details of bid items, etc.

## **APPENDIX B**

### **General Terms and Conditions**

**A. *Procedures***

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Parks Director or their authorized representative(s). The Contractor shall not comply with requests and/or orders issued by an unauthorized individual. The Parks Director will designate their authorized representatives in writing. Both the City of Belton and the Contractor must approve any changes to the contract in writing.

**B. *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.

**C. *Contract Period***

Award of this contract is anticipated prior to the end of December 2025 or early January 2026.

**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 Bidder/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, 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 \$2,000,000 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 \$2,000,000
  - 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 \$2,000,000 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:

| <b>Professional's Minimum</b>            | <b>Fee Minimum Limits</b> |
|------------------------------------------|---------------------------|
| Less than \$25,000                       | \$100,000                 |
| \$25,000 or more, but less than \$50,000 | \$500,000                 |
| \$50,000 or more                         | \$1,000,000               |

- e. 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 2 or its equivalent.

- f. 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.
- g. 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.

**B. *Hold Harmless Clause***

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

**C. *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.

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

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

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

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

*E. Invoicing and Payment*

The Contractor shall submit invoices for services outlined above in the scope of services. Certified payroll shall be submitted with each pay request or invoice.

Invoice shall be based on the following schedule:

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

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

*F. 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.

*G. 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 Parks Director or his designee. The Parks Director shall render a decision within sixty (60) days of receipt of the appeal.

H. *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.

I. *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.

J. *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.

K. *Inspection*

At the conclusion of each job order, the Contractor shall demonstrate to the Parks 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.

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. *Prevailing Wage Requirement*

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 23). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

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

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

O. *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 uses 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.

P. *Mobilization, Bonds, and Insurance*

Mobilization, Bonds, and Insurance will be considered a lump sum item for payment. The total lump sum price for this item shall not exceed 5% of the total base bid price.

Payment shall be made on the following schedule.

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

**Q. *Bid Bond***

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

**R. *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 have furnished an acceptable bond to the City.

S. *Payment Bond*

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Payment Bond in penal sum equal to the amount of the contract price conditioned upon the prompt payment by the Contractor to all persons supplying labor and materials in then 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 have furnished an acceptable bond to the City.

T. *Maintenance Bond*

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

U. *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.

*V. 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.

*W. American Products*

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

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

*X. 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 #PK2616

- 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.



# Certificate of Insurance

## ATTACHMENT 2

Belton Parks and Rec.  
506 Main Street  
Belton, Missouri 64012

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

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

|           |                            |
|-----------|----------------------------|
| Location: | Description of Operations: |
|           |                            |

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  
Belton Parks and Recreation  
506 Main Street  
Belton, Missouri 64012

Date Issued: \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative



**DIVISION OF  
LABOR  
STANDARDS**

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS  
**AFFIDAVIT  
COMPLIANCE WITH THE PREVAILING WAGE LAW**

I, \_\_\_\_\_, upon being duly sworn upon my oath state that: (1) I am the  
\_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title) of \_\_\_\_\_;  
(Name of Company)  
(2) all requirements of  
§§ 290.210 to 290.340, **RSMo**, pertaining to the payment of wages to workers employed on public works projects  
have been fully satisfied with regard to this company's work on \_\_\_\_\_,  
(Name of Project)  
(3) I have reviewed and am familiar with the prevailing wage rules in 8 CSR 30-3.010 to 8 CSR 30-3.060; (4) based  
upon my knowledge of these rules, including the occupational titles set out in 8 CSR 30-3.060, I have completed full and  
accurate records clearly indicating (a) the names, occupations, and crafts of every worker employed by this company in  
connection with this project together with an accurate record of the number of hours worked by each worker and the  
actual wages paid for each class or type of work performed, (b) the payroll deductions that have been made for each  
worker, and (c) the amounts paid to provide fringe benefits, if any, for each worker; (5) the amounts paid to provide  
fringe benefits, if any, were irrevocably made to a fund, plan, or program on behalf of the workers;  
(6) these payroll records are kept and have been provided for inspection to the authorized representative of the contracting  
public body and will be available, as often as may be necessary, to such body and the Missouri Department of Labor  
and Industrial Relations; (7) such records shall not be destroyed or removed from the state for one year following the  
completion of this company's work on this project; and (8) there has been no exception to the full and complete  
compliance with the provisions and requirements of Annual Wage Order No. \_\_\_\_ Section  
\_\_\_\_\_ issued by the Missouri Division of Labor Standards and applicable to this project located in  
\_\_\_\_\_ County, Missouri, and completed on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that  
the falsification of any information set out above may subject me to criminal prosecution pursuant to §§290.340, 570.090,  
575.040, 575.050, or 575.060, RSMo.

\_\_\_\_\_  
Signature

Subscribed and sworn to me this \_ day of \_\_\_\_\_ ☐ \_\_\_\_\_  
My commission expires \_\_\_\_\_, .. \_\_\_\_\_ \_

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

\_\_\_\_\_  
Receipt by Authorized Public Representative

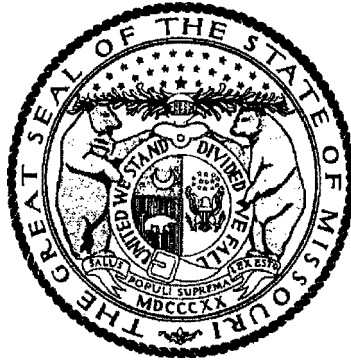
*Missouri Department of Labor and Industrial Relations is an equal opportunity employer/program.*

PW-4 (07-14) AI

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MIKE KEHOE, Governor

## Annual Wage Order No. 32

Section 019  
**CASS COUNTY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Logan Hobbs, Director  
Division of Labor Standards

Filed With Secretary of State:

**March 10, 2025**

Last Date Objections May Be Filed: **April 9, 2025**

Prepared by Missouri Department of Labor and Industrial Relations

| OCCUPATIONAL TITLE           | **Prevailing<br>Hourly<br>Rate |
|------------------------------|--------------------------------|
| Asbestos Worker              | \$72.03                        |
| Boilermaker                  | \$27.84*                       |
| Bricklayer-Stone Mason       | \$64.30                        |
| Carpenter                    | \$67.36                        |
| Lather                       |                                |
| Linoleum Laver               |                                |
| Millwright                   |                                |
| Pile Driver                  |                                |
| Cement Mason                 | \$55.64                        |
| Plasterer                    |                                |
| Communication Technician     | \$27.84*                       |
| Electrician (Inside Wireman) | \$75.11                        |
| Electrician Outside Lineman  | \$27.84*                       |
| Lineman Operator             |                                |
| Lineman - Tree Trimmer       |                                |
| Groundman                    |                                |
| Groundman - Tree Trimmer     |                                |
| Elevator Constructor         | \$27.84*                       |
| Glazier                      | \$27.84*                       |
| Ironworker                   | \$71.27                        |
| Laborer                      | \$52.18                        |
| General Laborer              |                                |
| First Semi-Skilled           |                                |
| Second Semi-Skilled          |                                |
| Mason                        | \$27.84*                       |
| Marble Mason                 |                                |
| Marble Finisher              |                                |
| Terrazzo Worker              |                                |
| Terrazzo Finisher            |                                |
| Tile Setter                  |                                |
| Tile Finisher                |                                |
| Operating Enaineer           | \$62.27                        |
| Group I                      |                                |
| Group II                     |                                |
| Group III                    |                                |
| Group III-A                  |                                |
| Grouo IV                     |                                |
| Group V                      |                                |
| Painter                      | \$27.84*                       |
| Plumber                      | \$81.42                        |
| Pipe Fitter                  |                                |
| Roofer                       | \$60.32                        |
| Sheet Metal Worker           | \$78.19                        |
| Sprinkler Fitter             | \$27.84*                       |
| Truck Driver                 | \$27.84*                       |
| Truck Control Service Driver |                                |
| Group I                      |                                |
| Group II                     |                                |
| Group III                    |                                |
| Group IV                     |                                |

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for  
CASS County

Section 019

| OCCUPATIONAL TITLE            | **Prevailing<br>Hourly<br>Rate |
|-------------------------------|--------------------------------|
| Carpenter                     | \$64.46                        |
| Millwright                    |                                |
| Pile Driver                   |                                |
| Electrician (Outside Lineman) | \$27.84*                       |
| Lineman Operator              |                                |
| Lineman - Tree Trimmer        |                                |
| Groundman                     |                                |
| Groundman - Tree Trimmer      |                                |
| Laborer                       | \$52.75                        |
| General Laborer               |                                |
| Skilled Laborer               |                                |
| Operator Engineer             | \$60.87                        |
| Group I                       |                                |
| Group II                      |                                |
| Group III                     |                                |
| Group IV                      |                                |
| Truck Driver                  | \$52.95                        |
| Truck Control Service Driver  |                                |
| Group I                       |                                |
| Group II                      |                                |
| Group III                     |                                |
| Group IV                      |                                |

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

# **OVERTIME and HOLIDAYS**

## **OVERTIME**

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, **"overtime work"** shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

## **HOLIDAYS**

January first;  
The last Monday in May;  
July fourth;  
The first Monday in September;  
November eleventh;  
The fourth Thursday in November; and  
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

**CERTIFICATION OF  
NON-SEGREGATED FACILITIES**

The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this section is a violation of the Equal Opportunity Clause in this contract. As used in this caption, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national of because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE-. The penalty for making false statements in offers is prescribed in 18 U.S. C. 1001.

Contractor Signature\_\_\_\_\_

Typed Name & Title \_\_\_\_\_ Date\_\_\_\_\_

U.S. Department of the Interior

**Certifications Regarding Debarment, Suspension and  
Other Responsibility Matters, Drug-Free Workplace  
Requirements and Lobbying**

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - **The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.** See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

---

**PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters-  
Primary Covered Transactions**

---

CHECK\_\_ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

**PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -  
Lower Tier Covered Transactions**

---

CHECK\_\_ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

**PART C: Certification Regarding Drug-Free Workplace Requirements**

---

*CHECK IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.*

**Alternate I. (Grantees Other Than Individuals)**

**A. The grantee certifies that it will or continue to provide a drug-free workplace by:**

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

**B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:**

Place of Performance (Street address, city, county, state, zip code)

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Check if there are workplaces on files that are not identified here.

---

**PART D: Certification Regarding Drug-Free Workplace Requirements**

---

*CHECK IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.*

**Alternate II. (Grantees Who Are Individuals)**

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

DI-2010  
June 1995  
(This form replaces DI-1953, 01-1954,  
DI-1955, DI-1956 and DI-1963)

---

**PART E: Certification Regarding Lobbying**  
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

---

*CHECK IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.*

*CHECK IF CERTIFICATION FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.*

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

---

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

---

TYPED NAME AND TITLE

---

DATE

DI-2010  
June 1995  
(This form replaces DI-1953, DI-1954,  
DI-1955, DI-1956 and DI-1963)

EXHIBIT  
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,  
AND AFFIDAVIT OF WORK AUTHORIZATION

**BUSINESS ENTITY CERTIFICATION:**

The project sponsor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- |               |                                                                                                                                                                                                                                                                                                 |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>BOX A:</b> | To be completed by a non-business entity as defined below.                                                                                                                                                                                                                                      |
| <b>BOX B:</b> | To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <a href="http://www.dhs.gov/files/programs/gc_1185221678150.shtm">http://www.dhs.gov/files/programs/gc_1185221678150.shtm</a> . |
| <b>BOX C:</b> | To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.                                                                                                           |

**Business entity**, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

**BOX A – CURRENTLY NOT A BUSINESS ENTITY**

I certify that \_\_\_\_\_ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because:  
(check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a Land and Water Conservation Fund Grant for \_\_\_\_\_ (Project Title) and if the business status changes during the project period to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to proceeding with the project as a business entity, \_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department of Natural Resources, Division of State Parks with all documentation required in Box B of this exhibit.

\_\_\_\_\_  
Authorized Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Company Name (if applicable)

\_\_\_\_\_  
Date

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

### BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

\_\_\_\_\_  
Authorized Business Entity Representative's  
Name (Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

As a business entity, the project sponsor must perform/provide each of the following. The project sponsor should check each to verify completion/submission of all of the following:

- D Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- D Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the project sponsor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the project sponsor's name and the MOU signature page completed and signed, at minimum, by the project sponsor and the Department of Homeland Security- Verification Division. If the signature page of the MOU lists the project sponsor's name and company ID, then no additional pages of the MOU must be submitted; AND
- D Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT 1 continued

**AFFIDAVIT OF WORK AUTHORIZATION:**

The project sponsor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now \_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_ (Position/Title) first being duly sworn on my oath, affirm \_\_\_\_\_ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the proposed Land and Water Conservation Fund project with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that \_\_\_\_\_ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the proposed Land and Water Conservation Fund project for the duration of the project period, if awarded.

***In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)***

|                                                |                                     |
|------------------------------------------------|-------------------------------------|
| _____<br>Authorized Representative's Signature | _____<br>Printed Name               |
| _____<br>Title                                 | _____<br>Date                       |
| _____<br>E-Mail Address                        | _____<br>E-Verify Company ID Number |

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_ I am  
(DAY) (MONTH, YEAR)  
commissioned as a notary public within the County of \_\_\_\_\_, State of \_\_\_\_\_  
(NAME OF COUNTY)  
\_\_\_\_\_, and my commission expires on \_\_\_\_\_  
(NAME OF STATE) (DATE)

|                              |               |
|------------------------------|---------------|
| _____<br>Signature of Notary | _____<br>Date |
|------------------------------|---------------|

EXHIBIT 1 continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

**BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (.Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the Land and Water Conservation Fund project with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the project sponsor's name and the MOU signature page completed and signed by the project sponsor's and the Department of Homeland Security- Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency or Public University\*** to Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University - St. Louis; Missouri Southern State University- Joplin; Missouri Western State University- St. Joseph; Northwest Missouri State University-Maryville; Southeast Missouri State University - Cape Girardeau.)

**Date** of Previous E-Verify Documentation Submission: \_\_\_\_\_

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: \_\_\_\_\_  
(if known)

\_\_\_\_\_  
Authorized Business Entity Representative's  
Name (Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
E-Verify MOU Company ID Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

**FOR STATE USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date