

**CITY OF EXCELSIOR SPRINGS, MISSOURI
ADVERTISEMENT FOR PROPOSALS**

Sealed proposals for the Boundless Backyard Construction and Installation Project will be received by Nate Williams, Parks & Recreation Director at 500 Tiger Drive, Excelsior Springs, MO 64024 until 1:00 p.m. local time, on March 30, 2026, and then opened and recorded. Proposals will not be publicly read aloud.

Request for Proposals Documents may be obtained at Excelsior Springs City Hall, or on the City of Excelsior Springs' website, www.cityofesmo.com. The City reserves the right to waive any informality or to reject any or all proposals, to request clarification or additional information, to conduct interviews, to negotiate with one or more proposers, and to award the contract in the best interest of the City.

The City of Excelsior Springs 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.

CITY OF EXCELSIOR SPRINGS, MISSOURI INFORMATION FOR PROPOSERS

The City of Excelsior Springs, Missouri (the “City”) invites sealed proposals for the Boundless Backyard Construction and Installation Project.

1. Receipt and Opening of Proposals. Proposals will be received by the City at the office of the Nate Williams, Parks & Recreation Director at 500 Tiger Drive, Excelsior Springs, MO 64024, until 1:00 p.m. local time, on March 30, 2026. Proposals will be opened and recorded at that time. Proposals will not be publicly read aloud. Any proposal received after the time and date specified shall not be considered.

The envelope containing the proposal must be sealed, clearly marked on the outside of the envelope “Boundless Backyard Construction and Installation Project – Proposal” and addressed to the Executive Secretary at Excelsior Springs City Hall.

The City reserves the right to award the contract in whole or in part, to accept or reject any and all proposals, to waive any technicalities or irregularities therein, to request clarification or additional information, to conduct interviews, to negotiate further with one or more proposers, to determine in its sole discretion the proposal most advantageous to the City, and to award the contract on such basis.

2. Rejection of All Proposals. If the City rejects all proposals, the City may re-advertise or re-solicit proposals following the City’s normal procurement procedure.

PROPOSER AGREES THAT REJECTION SHALL CREATE NO LIABILITY ON THE PART OF THE CITY BECAUSE OF SUCH REJECTION, AND THE SUBMISSION OF ANY PROPOSAL IN RESPONSE TO THIS REQUEST SHALL CONSTITUTE AN AGREEMENT OF THE PROPOSER TO THESE CONDITIONS.

3. Preparation and Submission of Proposal. Each proposal must be submitted in accordance with the Request for Proposals Documents and shall include:

- Technical proposal
- Cost proposal
- Qualifications and experience
- Proposed schedule
- Required affidavits and certifications
- List of proposed subcontractors
- Statement of assurances
-

All blank spaces for prices must be filled in, in ink or typewritten, in both words and figures where required. No oral, electronic, facsimile or telephonic proposals or alterations will be considered. PROPOSERS SHOULD READ AND BE FULLY FAMILIAR WITH ALL REQUEST FOR PROPOSALS AND CONTRACT DOCUMENTS BEFORE SUBMITTING A PROPOSAL. IN SUBMITTING A PROPOSAL, THE PROPOSER WARRANTS THAT IT HAS READ THE

DOCUMENTS AND IS FULLY FAMILIAR THEREWITH, THAT PROPOSER HAS VISITED THE SITE OF THE WORK TO FULLY INFORM ITSELF AS TO ALL EXISTING CONDITIONS AND LIMITATIONS, AND PROPOSER HAS INCLUDED IN THE PROPOSAL A SUM TO COVER THE COST OF ALL ITEMS OF THE WORK.

The submission of a proposal will constitute an incontrovertible representation by the proposer that the RFP Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

4. Addenda and Interpretations. No interpretation of the meaning of the specifications or other pre-proposal documents will be made to any proposer orally. Every request for such interpretation shall be by email addressed to: Nate Williams, Parks and Recreation Director, natewilliams@es-prcc.com; and to be given consideration must be received at least five (5) calendar days prior to the proposal deadline.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the RFP Documents which, if issued, will be available on the City's website.

5. Subcontracts. The proposer shall submit to City with the Proposal a list of all proposed subcontractors to be used on the Project, indicating the portion of the Work each subcontractor will perform. The proposer shall also submit a list of suppliers of major materials to be used on the Project. The Proposer must be capable of demonstrating to the satisfaction of City that proposer has the capability at the time of submission to manage or perform all of the Work required under the Agreement.

6. Qualifications of Proposer. The City may make such investigations as it deems necessary to determine the ability of the proposer to perform the Work, and the proposer shall furnish to the City all such information and data for this purpose as the City may request. At a minimum, each proposer must submit:

- Authority to do business in Missouri
- Statement of tax compliance
- Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements, Lobbying, and Non-Segregated Facilities certifications (Appendix A)
- Litigation/arbitration history (past 7 years)
- Federal work authorization affidavit
- Statement of non-collusion
- Evidence of insurance coverages and amounts as required herein

Conditional proposals will not be accepted.

7. Time of Completion. The completion date for the Project is May 1, 2027. Proposers are advised that time is of the essence with respect to completion of the Project. The Project is subject to grant funding and public-use scheduling requirements. Failure to achieve Substantial Completion within the time required under the Agreement will result in damages to the City, including extended administrative costs, inspection costs, potential grant compliance impacts, and

loss of public use, the amount of which would be difficult to determine with certainty. Accordingly, the Agreement to be executed by the selected Proposer will provide for liquidated damages in the amount of \$500 per calendar day for each day that Substantial Completion is delayed beyond the required completion date, as may be adjusted by approved Change Order.

8. **Conditions of Work.** Each proposer must inform itself fully of the conditions relating to the Project. Failure to do so will not relieve a successful proposer of its obligation to furnish all material and labor necessary to carry out the provisions of the Contract.

9. **Laws and Regulations.** All applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the Project shall apply.

10. **Method of Award – Best Value.** The contract will be awarded to the proposer whose proposal is determined to be the lowest responsible and responsive, considering price and other evaluation criteria. Evaluation may include:

- Experience and qualifications
- Technical approach
- Schedule
- Past performance
- Cost
- References

The City is not required to award the contract to the lowest priced proposal. The City may request interviews, additional information, or revised proposals and may negotiate scope, pricing, or terms prior to award.

11. **Obligation of Proposer:** At the time of the opening of proposals, each proposer will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and Contract Documents (including all addenda). The failure or omission of any proposer to examine any form, instrument, or document shall in no way relieve any proposer from any obligation in respect to the proposal submitted. On request, City will provide each proposer access to the site to conduct such investigations and tests as each proposer deems necessary for submission of its proposal.

12. **Federal Work Authorization Program Participation:** Proposers are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000), the successful Proposer shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. The affidavit shall further provide that the successful Proposer does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

13. **Proof of Lawful Presence:** RSMo 208.009 requires that contractors provide affirmative proof that the Contractor is a citizen or permanent resident of the United States or is lawfully present in

the United States. Affirmative proof can be established through a Valid Driver's License; US Birth Certificate (certified with an embossed, stamped or raised seal issued by a state or local government – hospital certificates are not acceptable); US Passport (valid or expired); US Certificate of Citizenship, Naturalization or Birth Abroad; US Military Identification Card or Discharge Papers accompanied by a copy of US Birth Certificate issued by a state or local government.

14. Safety Standards and Accident Prevention: With respect to all work performed under this contract, the Contractor shall:

a. Comply with the safety standards provisions of applicable laws, building and construction codes, and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Section 292.675, RSMo

b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

c. Maintain at Contractor's office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site.

d. Proposers are informed that the Project is subject to the requirements of Section 292.675, RSMo, which 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 which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date of work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.

15. American Products: Pursuant to RSMo 34.353, any manufactured good 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 state law.

16. Proposal Security: Each Proposal shall be accompanied by proposal security in an amount equal to five percent (5%) of the total Proposal price. Proposal security shall be in the form of a bid bond issued by a surety authorized to do business in the State of Missouri, payable to the City of Excelsior Springs, or a certified check made payable to "City of Excelsior Springs." Attorneys-in-fact who sign proposal bonds must file with each bond a certified and effectively dated copy of their power of attorney. Proposal security is required as a guarantee that the Proposer, if selected for award, will execute the Agreement and furnish the required bonds, insurance certificates, affidavits, and other documents required by the Contract Documents within the time specified by

the City. After proposals have been evaluated, the City will return proposal security to all unsuccessful Proposers. Proposal security submitted by the selected Proposer will be retained by the City until the earlier of: (a) execution and delivery of the Agreement and all required bonds, insurance, and other documentation; or (b) ninety-one (91) days after the proposal opening. If the selected Proposer fails or refuses to execute the required Agreement or to provide the required bonds, insurance, and other documentation within the time specified by the City, the proposal security shall be forfeited to the City as liquidated damages, and the City may award the contract to another Proposer or pursue any other remedy available under law.

17. Current City Business License: The successful Proposer, and all subcontractors, shall obtain a current city business license prior to beginning construction.

18. Sales Tax Exemption Certificate: The City will supply the Contractor with a Project Exemption Certificate for use in purchasing materials and supplies used on the project. The Contractor shall, in preparing its Proposal, omit from its computed costs all sales and use taxes related to the purchase of materials or other tangible personal property incorporated into or consumed in the construction of the Project.

19. Non Discrimination and Equal Opportunity: Contractor shall ensure that all employees are treated equally without regard to their race, color, religion, sex, age, handicap or national origin. The City of Excelsior Springs 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.

20. Payment Bond: Simultaneously with delivery of the executed contract, the Contractor shall furnish a payment bond for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The Bond furnished by Proposer shall contain the requirements and conditions set forth in and shall comply in all respects with Section 107.170 RSMo and other applicable legal requirements. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the City and shall have a rating of at least "A+" from Best's or "AA" from Standard and Poor's in an amount equal to one hundred percent (100%) of the contract price that does not include the cost of operation, maintenance and money. Attorneys-in-fact who sign contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

21. Prevailing Wage: Wage rates for the project shall be not less than the prevailing wage rates for Clay County currently in effect as determined by the Division of Labor Standards of the State of Missouri, pursuant to RSMo 290.210 et seq. The Contractor will forfeit a penalty to the City of \$100 per day, or portion thereof, for each worker that is paid less than the prevailing rate for any work done under the contract by the Contractor or any Subcontractor. If the Project cost exceeds \$75,000 then compliance with prevailing wage laws is required. A copy of Clay County Annual Wage Order No. 32 is included in Appendix B.

22. Performance Bond: Prior to commencement of work and ending upon acceptance of the work by the City, Contractor shall maintain a performance bond in a form acceptable to the City Attorney, in an amount equal to 100% of the total cost of completing the Work, as determined by the City, conditioned upon the faithful performance of the provisions, terms and conditions of the contract. The performance bond shall name the City as an obligee and copies of certifications of such bond shall be delivered to the City prior to the commencement of construction.

23. Reserved.

24. Insurance: Contractor shall provide a certificate of insurance evidencing commercial general liability insurance coverage in an amount of not less than \$2,000,000/each occurrence and \$3,000,000 general aggregate, with the City named as an additional insured. Additionally, the certificate shall evidence workers' compensation insurance in an amount not less than required by Missouri law.

25. Signing of Agreement: When City gives a Notice of Award to the successful Proposer, it will be accompanied by the required number of unsigned counterparts of the Agreement and all other Contract Documents. Within ten (10) days thereafter Contractor shall sign and deliver at least three (3) counterparts of the Agreement to City with all other Contract Documents attached and signed as required, together with the required bonds, evidence of insurance, city licenses and work authorization affidavit and documentation. Within ten (10) days thereafter City will deliver all fully signed counterparts to Contractor. The City may issue a Notice to Proceed with or at any time after delivery of signed counterparts to Contractor.

26. Project Purpose and Background. The City of Excelsior Springs is adding an All-Abilities playground to fill a void in our community. The scope of work included with this RFP will include plan, furnish, permit, installation, construction for a complete playground facility constructed to the standards and specifications attached to this RFP. This should include varying grading work to meet compaction standards, and installing playground amenities that are accessible to all. Excelsior Springs was awarded a Land and Water Conservation Fund grant to complete this project and all relevant federal, state, and local requirements apply.

Playground Design by Harper’s Playground Landscape Architect, Caroline Templeton



27. Quality Assurance. All Work performed under this Section shall be completed by an experienced and qualified installer regularly engaged in the installation of park improvements of similar size, complexity, and scope. The installer shall demonstrate successful completion of comparable municipal park projects and shall provide references upon request of the City. The City reserves the right to require documentation of experience, certifications, or prior project history to verify qualifications. All materials, installation practices, and completed Work shall comply with the most current edition of the Americans with Disabilities Act (ADA), including the ADA Standards for Accessible Design, and all applicable federal, state, and local laws, ordinances, codes, and regulations. The Work shall also conform to all applicable requirements of the City of Excelsior Springs, including adopted building codes, accessibility standards, and development regulations in effect at the time of installation.

Testing of installed components or systems, when required under this Section or elsewhere in the Contract Documents, shall be coordinated with City staff. The Contractor shall notify Parks Department staff not less than forty-eight (48) hours in advance of any scheduled testing. Testing shall not proceed without providing the required notice, and the City reserves the right to require rescheduling if proper notice is not given.

The Contractor shall coordinate inspections with the City as follows:

1. The Contractor shall notify the Project Manager at the commencement of the Project and at the start of each day during which Work is being performed on site.
2. Upon completion of the Work, the Contractor shall notify the Project Manager so that final inspection may be conducted.
3. At least forty-eight (48) hours prior to any testing or inspection requiring City review, the Contractor shall contact both the Project Manager and the Community Development Department at 816-630-0756 to schedule the required inspection.

Failure to provide required notice may result in delay of inspection, rejection of Work performed without inspection, or removal and replacement of covered Work at the Contractor's expense. All Work shall remain subject to inspection and approval by the City. Inspection or testing by the City shall not relieve the Contractor of responsibility for defective materials or workmanship, nor shall it constitute acceptance of nonconforming Work.

28. Proposal Submittal Requirements. Provide a description of work approach to include:

- How coordination with city staff and other contractors will be accomplished to meet timelines and project goals
- Description of Delivery, Storage, and Handling space needs and access requirements
- Proposals shall include an **Introduction**, giving a brief description of the Proposer's relevant experience, comments on the proposed project, an overall approach to the project and identification of any subcontractors.
- Proposals shall include a Work Plan, demonstrating how the project will be developed including all phases and a proposed schedule.
- Proposal should include a cost estimate of operating (if applicable)
- Proposals shall include a **Design**, including a detailed layout of the playground area and

- Provide three (3) detailed plan drawings and labeling specified equipment on an 11” x 17” sheet and a digital version. Drawings shall be to scale and legible.
- Provide three (3) 3D colored renderings of the proposed layout plan with features. For uniformity of submittals playground color rendering shall have an orange, navy blue, and lime green color scheme. Drawings and plans shall be on an 11” x 17” sheet and a digital version. Drawings shall be to scale and legible.
- Provide specifications for all components utilized in the playground structures.
- Provide color palette of regularly available colors to select from for the designed playground unit(s). The City may select a different color sequence other than in the original submittal.

29. Project/Site Conditions.

- Do not perform work when climate and existing site conditions will not provide satisfactory results.
- Vehicular accessibility on site shall be as directed by owner’s representative. Repair damage to prepared ground and surfaces caused by vehicular movement during work under this section to original condition at no additional cost to owner.
- Perform soil preparation just prior to planting operations and in accordance with the final planting schedule.
- Utilities: Determine location of underground utilities (irrigation lines included) and perform work in a manner which will avoid damage, hand excavate, as required.
- Final grading, soil preparation and removal of stones greater than 1”.
- Final CPSI inspection performed with TRIAX equipment to ensure fall standards are met.
- 2 year warranty on labor.

30. Project Specifications.

- Proposal price should include all items listed in the scope of work as well as start up, activation, and training of staff. Two copies of maintenance data and operating instructions are required. Detail all applicable warranties for the playground equipment.
- The Project shall feature a playground that is accessible for all ages and abilities. The attached Exhibit A design is divided into multiple play areas with features specific for 0-2 years of age, 2-5 years of age and for 5-12 years of age. Any feature requiring a transfer from a wheelchair should include a harness/belt while not seated in the personal wheelchair.
 - Additional play areas could include:
 - Variety of Hillside slides (rollers, double-wide, and any others) to include a transfer base for wheelchair users
 - Log pile climbing feature (set up to be challenge course for 1-5)
 - Variety of swing styles (baby & parent swing, toddler swing, youth swing, wheelchair accessible swing/glider, saucer swing)
 - In-ground Merry-go-round that is ADA compliant

- Teeter-Totter style bouncing feature that is ADA compliant
 - Sensory play areas to include tactile play panels, musical instruments
 - Other panels to include communication and butterfly education
 - Climbing structure
 - Climbing features utilizing a hillside
 - At least 2 shade structures over play areas
 - Signage
 - Age-appropriate signage for features
 - Site Identification and rules signage
 - Alternates:
 - Zip line (minimum of 2 stalls with 1 being wheelchair user accessible)
 - Installation of furnishings supplied by contractor (must provide but may be installed by City staff)
 - Benches, receptacles, shade structures, and signage
- Department would like to use elevation changes with turf hillsides in lieu of tall steel play towers.
- The existing area to be utilized is roughly 130 feet wide by 200 feet long.
- Structure must be made with vandal-resistant materials. Components should have some type of weather-resistant powder coat color coating or other method to protect from rusting and ultraviolet light. All components shall be stainless steel or brass.
- Some play areas specify log-style play features that replicate the appearance of natural wood (e.g., peeled logs, timber beams, rustic posts), but shall be constructed of durable, non-organic materials designed to resist rot, decay, insect damage, splintering, and excessive weathering.
 - Acceptable materials may include:
 - Steel with UV-stable wood-grain coating
 - Glass fiber reinforced concrete (GFRC)
 - Rotationally molded composite materials
 - Engineered recycled plastic composite
 - Other non-organic composite materials approved by the Owner
 - Natural wood or untreated timber products are not acceptable unless specifically approved in writing.
- All components and materials must be designed, manufactured and installed in accordance with ADAAG, ASTM, CPSC and IPEMA standards, in addition to all other applicable laws and requirements concerning public play equipment in the State of Missouri. Structures must be wheelchair accessible.
- The Contractor shall comply with the U.S. Access Board's accessibility standards manual entitled, "Outdoor Developed Areas: A Summary of Accessibility Standards for Federal Outdoor Developed Areas"
- The playground facility shall be designed and constructed primarily for children ages 2-12 years of age. Consideration should be given to accessible features/play events.
- The playground should be easy to maintain with no grass inside the play area.

- Attention should be given to the play surface and be composed primarily of ADA complaint turf.
- Proposer shall make good faith efforts to provide some decorative finish to the surface within available budget.

31. **Installation**

- Preparation:
 - Locate sewer, water, gas, electric and other pipelines or conduits and equipment prior to commencing work. Be responsible for proper repair to landscape, utilities, wall, pavements and other site improvements damaged by operations under this section.
 - Runoff: Take measures and furnish equipment and labor necessary to control the flow drainage and accumulation of water to runoff the grounds as is intended by grades.
 - The site should be maintained in a clean manner. All existing sidewalks, pavement, and developed areas must be kept free of trash, mud, etc.
 - Erosion control: Take measures and furnish equipment and labor necessary to control and prevent soil erosion, blowing soil and accumulation of wind-deposited material on the site throughout the duration of work.
 - Materials to meet all compaction standards (test results should be provided to Project Manager)
- Site Work & Preparation:
 - Stormwater management: Require submittal of an erosion control plan and temporary BMPs (e.g., silt fence, inlet protection).
 - Sub-base and compaction testing: ASTM D698 or equivalent test method for compaction verification.
 - Filter fabric: Geotextile fabric (e.g., Mutual WF200) beneath turf areas to ensure drainage and longevity.
 - Include underdrain system under turf play surface to prevent pooling and meet ADA slope compliance.
 - Require certified impact attenuation (ASTM F1292) and permeability data.
 - Include requirement for filter fabric, base rock gradation, and infill material type/amount.
- Sod:
 - Any low spots created by removal of debris shall be filled in before sodding and tamped in dry
 - Sod variety shall be provided by and installed by the contractor.

32. **Proposal Pricing.** Proposer will complete the work in accordance with the Contract Documents for the following total price(s):

PROPOSAL PRICING FORM

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST
1	Excavation, Fill, Equipment & Equipment Installation				
	A. Site Work				
	B. Materials & Equipment				
	C. Alternates				
Sub Total					
2	Concrete Flatwork				
	A. Site Work				
	B. Materials & Equipment				
Sub Total					
3	Site Restoration				
	A. Site Work				
	B. Materials & Equipment				
Sub Total					
PROPOSAL TOTAL:					

- Proposal prices listed in the Proposal Schedule shall include all applicable taxes and fees
- Include a detailed breakdown of these total prices.

The undersigned Respondent hereby declares that the only person or persons interested in this Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the contract to be entered into; that this Proposal

is made without connection with any other person, company, or parties making a proposal; and that it is in all respects fair and in good faith without collusion or fraud. The Respondent further declares that it has examined the Request for Proposals, all addenda (if any), the proposed Contract Documents, and the Scope of Work; that it has visited the site (if applicable); that it has satisfied itself as to the conditions to be encountered in performing the Work; and that it understands and agrees that the Contract, if awarded, will be awarded to the Respondent whose proposal is determined by the City to be in the best interest of the City. The Respondent agrees, if awarded the Contract, to execute the Agreement and furnish the required bonds, insurance certificates, affidavits, and other required documents within the time specified in the Request for Proposals. The Respondent certifies that it is authorized to do business in the State of Missouri or will obtain such authorization prior to award, and that it will comply with all applicable federal, state, and local laws and regulations. The undersigned certifies that he or she is duly authorized to execute this Proposal on behalf of the Respondent.

Name of Respondent (Legal Entity Name):

Business Address:

Telephone Number:

Email Address: _____

Federal Tax ID Number: _____

If Corporation:

State of Incorporation: _____

By: _____

(Signature)

Printed Name: _____

Title: _____

Date: _____

(Seal, if applicable)

If Partnership:

By: _____

(Signature of Partner)

Printed Name: _____

Title: _____

Date: _____

If Sole Proprietorship or LLC:

By: _____

Printed Name: _____

Title/Capacity: _____

Date: _____

33. Agreement. The following pages contain the form of Agreement to be entered into between the selected Proposer and the City. By submitting a response to this Request for Proposals, the Proposer represents and warrants that it has reviewed the Agreement and accepts its terms and conditions. The Proposer further agrees, if selected by the City for award, to execute the Agreement in substantially the form contained herein within the time specified by the City, together with all required bonds, insurance certificates, affidavits, and other required documents, unless modifications are mutually agreed upon in writing by the parties prior to execution.

AGREEMENT BETWEEN CITY OF EXCELSIOR SPRINGS AND CONTRACTOR

[REDACTED] Project

THIS AGREEMENT, made and entered into as of the _____ day of _____, 2026, by and between the City of Excelsior Springs, Missouri (“City”), and [REDACTED] (“Contractor”), shall govern all Work to be provided by Contractor for City on the Project.

WHEREAS, City desires to enter into an agreement with Contractor to obtain labor, services, materials, supplies, tools, equipment, supervision, management, and other items as set forth in this Agreement; and

WHEREAS, Contractor represents that Contractor is equipped, competent, and able to provide all the Work, in accordance with this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and consideration herein contained, IT IS HEREBY AGREED by City and Contractor as follows:

ARTICLE I DEFINITIONS

As used in this Agreement and the other Contract Documents, the following words and phrases shall mean:

- A. “Contractor” A person, firm, or corporation with whom the contract is made by the City.
- B. “City” The City of Excelsior Springs, Missouri.
- C. “City Manager” That person designated by the City as the City Manager.
- D. “Project” The building, facility, and/or other improvements for which Contractor is to provide Work under this Agreement. It may also include construction by City or others.
- E. “Project Manager” The following project manager employed by the City of Excelsior Springs to manage the project on behalf of the City: [REDACTED] Chad Clevenger/ Nate Williams .
- F. “Subcontractor” A person, firm or corporation supplying labor and materials or only labor for the work at the site of the project for, and under separate contract or agreement with the Contractor.
- G. “Substantial Completion” The stage in the progress of the Work where the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work for its intended use.

H. “Work” or “Work on the Project” Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor. Work shall include all labor, services, materials, supplies, tools, equipment, supervision, management, and anything else necessary to accomplish the results and objectives described in Exhibit A (Scope of Work and Drawings) to this Agreement and the other Contract Documents, in full compliance with all requirements set forth in the Contract Documents, subject to additions, deletions, and other changes as provided for in this Agreement. The Work may refer to the whole Project, or only a part of the Project if work on the Project also is being performed by City or others.

I. “Written Notice” Any notice delivered hereunder and the service thereof shall be deemed completed when sent by certified or registered mail to the other party at the address set forth herein, or delivered in person to said party or their authorized representative on the work.

ARTICLE II THE PROJECT AND THE WORK

A. Contractor shall provide and pay for all Work for the Project.

B. Contractor represents that it has evaluated and satisfied itself as to all conditions and limitations under which the Work is to be performed, including, without limitation, (1) the location, condition, layout, and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) labor supply and costs, and (4) availability and cost of materials, tools, and equipment. City shall not be required to make any adjustment in either the Contract Amount or the time for performance of the Work because of Contractor’s failure to do so.

C. The Project Manager shall act as the City’s representative during the construction period, shall decide questions which may arise as the quality and acceptability of materials furnished and work performed, and shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Project Manager may recommend, but cannot approve Change Orders resulting in an increase in time of performance or payments due to Contractor. The Project Manager will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents. The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship, and execution of the Work. Inspections may be at the factory or fabrication plant of the source of the material supply. The Project Manager will not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety.

D. Contractor may be furnished additional instructions and detail drawings by the Project Manager, as necessary to carry out the Work required by the Contract Documents. The additional drawings and

instructions thus supplied will become a part of the contract drawings, the Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

ARTICLE III CONTRACT AMOUNT

A. Provided Contractor performs all Work in accordance with the Contract Documents and complies fully with each and every obligation of Contractor under the Contract Documents, City shall pay Contractor the sum of _____ Dollars (\$ _____). This amount shall include all costs, permit fees, profit, overhead, expenses, taxes, and compensation of every kind related to the Work, and shall be referred to as the "Contract Amount."

B. The Contract Amount is subject to final determination of Work performed at unit prices set forth in the Bid for Unit Price Contracts completed by Contractor. The quantities of unit price Work set forth in Contractor's Bid for Unit Price Contracts are estimates only, are not guaranteed, and are solely for the purpose of comparing bids and determining an initial Contract Amount. Unless otherwise stated elsewhere in the Contract Documents, (1) determination of the actual quantities and classifications of unit price Work performed will be made by City and (2) final payment for all unit price items set forth in Contractor's Bid for Unit Price Contracts will be based on actual quantities as determined by City. The Contractor is responsible for verifying the unit quantities before excavation and/or installation at the project site. Contractor shall identify and notify the City of any variance in unit quantities in excess of ten percent (10%) of the amount set forth in Contractor's Bid for Unit Price Contracts IN ADVANCE of performing the Work. Any increase in quantities of materials or work performed as a result of over-excavation by Contractor will not be compensated.

C. Payment of the Contract Amount shall be full compensation for all labor, services, materials, supplies, tools, equipment, supervision, management, and anything else necessary to complete the respective items in place, in full compliance with all requirements set forth in the Contract Documents. All costs, permit fees, profit, overhead, expenses, taxes, and compensation of every kind related to the Work are included in the Contract Amount. No labor, services, materials, supplies, tools, equipment, supervision, management, or anything else required by the Contract Documents for the proper and successful completion of the Work shall be paid for outside of or in addition to the Contract Amount. The work set forth in the Contract Amount shall be itemized in Contractor's Bid for Unit Price Contracts. All Work not specifically set forth in Contractor's Bid for Unit Price Contracts as a separate pay item is a subsidiary obligation of Contractor, and all costs, permit fees, profit, overhead, expenses, taxes and compensation of every kind in connection therewith are included in the Contract Amount set forth in Contractor's Bid for Unit Price Contracts.

D. THIS AGREEMENT IS SUBJECT TO THE CITY ORDINANCES, AND PAYMENT SHALL BE LIMITED TO THE AMOUNT OF PARTICULAR APPROPRIATION FOR THE WORK BY THE CITY COUNCIL. THE TOTAL PAYMENT UNDER THIS AGREEMENT SHALL NOT EXCEED THE APPROPRIATION CONTAINED IN THE

APPLICABLE RESOLUTIONS OR ORDINANCES ADOPTED BY THE CITY COUNCIL AUTHORIZING THE WORK AND CONTRACTOR SHALL NOT SEEK, NOR BE ENTITLED TO, PAYMENT EXCEEDING THIS AMOUNT UNLESS CITY DIRECTS CONTRACTOR TO PERFORM ADDITIONAL WORK IN ACCORDANCE WITH THIS AGREEMENT, AND CITY ENACTS ANOTHER RESOLUTION OR ORDINANCE AUTHORIZING THE AMOUNT CITY AGREES TO PAY UNDER THIS AGREEMENT.

ARTICLE IV PROGRESS OF WORK /SUBMITTALS

A. **COMMENCEMENT OF WORK.** The date of beginning and the time for completion of the work are essential conditions of the Contract Documents. Contractor shall commence performance of the Work on the date indicated in a written notice (“Notice to Proceed”) that shall be given by City to Contractor.

B. **TIME FOR COMPLETION.** Contractor shall achieve Substantial Completion, as defined in Article I hereof, not later than [REDACTED] calendar days after the date set forth in the Notice to Proceed for commencement of performance of Work. The Contractor will proceed with the work at such rate of progress to insure Substantial Completion within the contract time. It is expressly understood and agreed, by and between the Contractor and the City, that the contract time to achieve Substantial Completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work. No extensions will be granted, except in case of unusual (unseasonable) weather conditions or additional work requested by the City under Change Order. Following Substantial Completion, Contractor shall proceed to complete all uncompleted Work items as promptly as permitted by weather conditions or any other conditions affecting completion of the Work.

C. **TIME OF THE ESSENCE.** Time is of the essence in the performance of the Work and any other Contractor obligations under the Contract Documents. Contractor shall upon commencement of construction work daily to complete the Work except for Saturdays, Sundays, holidays, and days of inclement weather. This Paragraph does not preclude Contractor from working Saturdays, Sundays, holidays, or days of inclement weather, subject to City approval. Contractor shall give the City at least 48 hours notice if intending to work on Saturday, Sunday, holidays or days of impending inclement weather.

D. Time is of the essence in the performance of the Work. Contractor acknowledges that the Project is funded in part through federal grant funds and that completion within the time required by the Contract Documents is critical to the City’s compliance with grant deadlines, public use expectations, and related obligations. If Contractor fails to achieve Substantial Completion of the Work within the time required under this Agreement, including any approved extensions granted by written Change Order, Contractor shall pay the City, as liquidated damages and not as a penalty, the sum of \$500 per calendar day for each day that Substantial Completion is delayed beyond the required completion date. The parties acknowledge and agree that:

1. The actual damages to the City resulting from delay in completion would be difficult to determine with precision;
2. The amount stated herein is a reasonable pre-estimate of the probable damages the City would incur as a result of such delay, including but not limited to extended administrative costs, inspection costs, grant compliance risk, loss of public use, and related expenses; and
3. The liquidated damages amount is intended to compensate the City and is not intended as a penalty.

Liquidated damages shall accrue beginning on the first calendar day after the required Substantial Completion date and shall continue until Substantial Completion is achieved. The City may deduct accrued liquidated damages from any amounts otherwise due or to become due to Contractor. If such amounts are insufficient to cover the accrued liquidated damages, Contractor shall pay the balance to the City upon demand. Assessment of liquidated damages shall not relieve Contractor from liability for any other breach of the Agreement and shall not relieve Contractor of the obligation to complete the Work.

E. DELAY IN PERFORMANCE. In the event the City determines that performance of the Work is not progressing as required by the Contract Documents or that the Work is being unnecessarily delayed or will not be finished within the prescribed time, the City may, in the City's sole discretion and in addition to any other right or remedy City may have, require Contractor, at Contractor's sole cost, to accelerate Contractor's progress. Such acceleration shall continue until the progress of the Work complies with the Contract Documents and clearly indicates that all Work will be completed within the prescribed time.

F. SUSPENSION OF WORK. The City may suspend the work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by written notice to the Contractor which shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to any suspension.

G. DRAWINGS AND SPECIFICATIONS. The intent of the drawings and specifications is that the Contractor shall furnish all labor, materials, tools, equipment and transportation necessary for the proper execution of the work in accordance with the Contract Documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the City. In case of conflict between the drawings and specification, the specifications shall govern. Figure dimensions on drawings shall govern over general drawings. Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported to the Project Manager in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

H. SHOP DRAWINGS. Contractor shall submit to Project Manager for review all shop drawings, samples, product data, and similar submittals required by the Contract Documents. Contractor shall be responsible to City for the accuracy and conformity of its submittals to the Contract Documents. Shop drawings shall bear the Contractor's certification that it has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall prepare and deliver its submittals to City in a manner consistent with the construction schedule and in such time and sequence so as not to delay performance of the Work. Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been reviewed by the Project Manager. Review of any Contractor submittal shall not be deemed to authorize deviations, substitutions, or changes in the requirements of the Contract Documents unless express written approval is obtained from City specifically authorizing such deviation, substitution, or change. When submitted for the Project Manager's review, any shop drawing which substantially deviates from the requirements of the Contract Documents shall be evidenced by a Change Order. If the Contract Documents do not contain submittal requirements pertaining to the Work, Contractor agrees upon request to submit in a timely fashion to City for review by Project Manager any shop drawings, samples, product data, manufacturers' literature, or similar submittals as may reasonably be required by City. Contractor shall perform all Work strictly in accordance with approved submittals. Project Manager's review does not relieve Contractor from responsibility for defective work resulting from errors or omissions of any kind on the reviewed submittals. A copy of each shop drawing and each sample shall be kept in good order by the Contractor at the site and shall be available to the Project Manager.

I. MATERIALS, SERVICES AND FACILITIES. It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the work within the specified time. Materials and equipment shall be so stored as to ensure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer. Material, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Project Manager. Materials, supplies or equipment to be incorporated into the work shall not be purchased by the Contractor or by any Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

J. INSPECTION AND TESTING OF MATERIALS. All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents. The Contractor shall provide at the Contractor's expense the testing and inspection services required by the Contract Documents. The City shall provide all inspection and testing services not required by the Contract Documents. If the Contract

Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor will give the Project Manager timely notice of readiness. The Contractor will then furnish the Project Manager the required certificates of inspection, testing approval. Inspections, tests or approvals by the Project Manager or others shall not relieve the Contractor from the obligation to perform the work in accordance with the requirements of the Contract Documents. The Project Manager will at all times have access to the work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records or personnel, invoices of materials and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.

If any work is covered prior to inspection by the Project Manager it must, if requested by the Project Manager, be uncovered for the Project Manager's observation and replaced at the Contractor's expense. If the Project Manager considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the Project Manager's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the work in question, furnishing all necessary labor, materials, tools and equipment.

K. CORRECTION OF WORK. The Contractor shall promptly remove from the premises all work rejected by the Project Manager for failure to comply with the contract documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement. All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, the City may remove such work and store the materials at the expense of the Contractor.

L. SUBSTITUTIONS. Whenever a material, article, or piece of equipment is identified on the drawings and specifications by referenced by brand name or catalog numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of material, article or piece of equipment of equal substance and function for those referred to in the Contract Documents by referenced to brand name or catalog number, if, in the opinion of the City, such material, article or piece of equipment is of equal substance and function to that specified, the City may approve, in writing, its substitution and use by the Contractor. Any cost differential shall be deductible from the contract price and in such event the Contract Documents shall be modified by Change Order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the contract price or contract time.

Permits and licenses of temporary nature necessary for the prosecution of the work shall

be secured and paid for by the Contractor unless otherwise stated in the supplemental general conditions. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, the Contractor shall promptly notify the City in writing, and any necessary changes shall be adjusted as provided in Article VII changes in the work.

M. **SUBSURFACE CONDITIONS.** The Contractor has the responsibility to become familiar with the Project site and the conditions under which work will have to be performed during the construction period prior to submitting its Proposal. The Contractor shall promptly, and before such conditions are disturbed (excepting an emergency), notify the City by written notice of subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. Contractor shall also be required to notify City of any unknown physical conditions at the site of unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents at the location of the Project. The City shall investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, the Contract Documents may be modified by Change Order as provided in Article VII.

N. **SUPERVISION BY CONTRACTOR.** The Contractor will supervise and direct the work. The Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor or the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be a binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

ARTICLE V CONTRACT DOCUMENTS

A. The following documents, and any other documents that are attached to, incorporated by reference into, or otherwise included in them, and all Change Orders, form the entire agreement between City and Contractor, and are the Contract Documents:

1. INFORMATION FOR PROPOSERS
2. PROPOSAL PRICING FORM
3. AFFIDAVIT OF WORK AUTHORIZATION
4. This AGREEMENT BETWEEN CITY OF EXCELSIOR SPRINGS AND CONTRACTOR

5. PAYMENT AND PERFORMANCE BONDS
6. APPENDIX A
7. APPENDIX B
8. FEDERAL REQUIREMENTS ADDENDUM
9. SCOPE OF WORK/DRAWINGS
10. NOTICE TO PROCEED

Contractor represents that it has examined and become familiar with the Contract Documents in their entirety, that any and all ambiguities, inconsistencies, and conflicts observed by Contractor have been called to City's attention in writing and have been resolved in writing to Contractor's satisfaction. Except for actual conflict between provisions in the Contract Documents, making it impossible for Contractor to comply with all provisions of the Contract Documents, the Contract Documents shall be cumulative, and Contractor shall comply with all provisions of all Contract Documents. In case of actual conflict, Contractor shall notify City of the conflict in writing and then shall comply with such provisions of the Contract Documents as City directs.

ARTICLE VI PAYMENTS

A. Prior to submitting its first application for payment, Contractor shall provide City with a schedule of values dividing the Work, and the Contract Amount, into workable categories in a form acceptable to City. Each application for payment shall be based upon the percentage of actual completion of each category, multiplied by the dollar value of such category.

B. On or about the first day of Contractor's monthly accounting period, Contractor shall submit an Application for Partial Payment to the Project Manager. In addition to the amount of payment requested in the Application for Partial Payment, each application shall list the original Contract Amount, the amount Contractor has invoiced City to date, the amount Contractor has received to date, total additions to and deletions from the Contract Amount pursuant to approved Change Orders, and an itemization of any further additions to or deletions from the Contract Amount that Contractor claims. Contractor shall identify each Subcontractor and supplier whom Contractor intends to pay from the requested payment and shall state the amount Contractor intends to pay each such Subcontractor and supplier. An Application shall not include a request for payment for any portion of the Work that was performed or furnished by a Subcontractor or supplier if Contractor does not intend to pay such Subcontractor or supplier from such payment, nor shall the Application include a request for payment for any Work performed deemed unsatisfactory by City. Contractor shall include with each Application all supporting documentation as City may require. The City shall, within fifteen (15) days, review and approve such Application, or return the Application to the Contractor indicating in writing the reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Application. Within fifteen (15) days of its receipt of payment from City, Contractor shall pay all subcontractors and suppliers to whom payment is owed from the amount paid to Contractor.

C. All payments under this Agreement shall be made only upon proper approval of the City. Project Manager shall review each application for payment and certify for payment such amounts as Project Manager determines are due Contractor. From the total amount certified, City shall withhold five percent (5%) as retainage until final completion and acceptance of the Work. The five percent (5%) retainage may be reduced by Change Order if final completion and acceptance of the Work is delayed due to unforeseen circumstances and the Work is usable for its intended purpose by the City. If reduction in the retainage is approved, the remaining retainage shall be an amount equal to or greater than 200% of the estimated amount necessary to complete the Work.

D. The Finance Director, upon presentation of such certificate, shall prepare a check for the sum certified to be due (exclusive of retainage), payable out of the funds in the City Treasury available for Contractor under the authorizing Resolution or Ordinance approved by the City Council. Payment shall be made to Contractor after the City Council review and approve the payment and authorize the Mayor and Finance Director to sign and deliver the check.

E. Neither City Manager nor Project Manager's approval certificate nor payment made to Contractor shall constitute acceptance of any part of the Work. Contractor shall remain obligated to perform all Work in accordance with the Contract Documents.

F. With each Application, Contractor shall submit a signed certificate of receipt of prior payments and release of claims and rights in connection with prior payments, in a form approved by City. City may, at its option, also require a similar receipt and release of claims and rights from each Subcontractor or supplier performing any Work, prior to making any payment to Contractor. The subcontractors' and suppliers' receipts and releases shall be in a form approved by City and shall indicate that (except for retainage) all debts for work performed or materials supplied included on any previous payment application to City from Contractor have been satisfied and that the Subcontractor or supplier waives and releases any and all claims or rights in connection therewith.

G. Contractor shall not be entitled to final payment for the Work until Contractor submits an application for final payment, all requirements of the Contract Documents are complied with, and Project Manager issues his or her certificate to that effect. Within thirty (30) days after the delivery of the Certificate of Acceptance, City shall pay Contractor all remaining funds which Contractor is due under this Agreement.

H. Acceptance of final payment by Contractor shall release City from all further obligations to Contractor, except as to such amounts, if any, Contractor has identified in its application for final payment as claimed by Contractor. All claims not identified in the application for final payment are waived. Any payment, however final or otherwise, shall not release the Contractor or its sureties from any obligations under the Contract Documents or the Performance and Payment Bonds.

I. City may withhold final or any other payment to Contractor on any reasonable basis, including but not limited to the following:

1. Unsatisfactory job progress,
2. Defective Work,
3. Failure to make payments to subcontractors or suppliers,
4. Reasonable evidence that all Work cannot be completed for the unpaid balance of the Contract Amount,
5. Damage by Contractor or subcontractors or suppliers to property of City or others,
6. Contractor's breach of this Agreement, or
7. Contractor's failure to provide requested documentation.

J. The Contractor shall, at the request of City, furnish satisfactory evidence that all obligations to subcontractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work have been paid, discharged or waived. If Contractor does not pay subcontractors or suppliers for labor and/or material properly provided, City may, but shall not be required to, pay subcontractors and suppliers directly. Any payments made to subcontractors and suppliers shall be charged against the Contract Amount. City shall not be liable to Contractor for any such payments made in good faith. This provision shall not confer any right upon any Subcontractor or supplier to seek payment directly from City.

K. Notwithstanding any other provision for payment contained herein, in the event the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675 RSMo has occurred and that a penalty 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 VII CHANGES/CLAIMS

A. City, without invalidating this Agreement, may at any time and without notice to any surety, order additions to, deletions from, or other changes to the Work. Upon receipt of such an order, in writing, Contractor shall proceed as and when directed in the order. Contractor shall not proceed with any addition, deletion, or other change without a written order. No oral direction or order shall constitute authority for Contractor to proceed with any addition, deletion, or other change. If Contractor undertakes any addition, deletion, or other change without a written order from City, Contractor shall not be entitled to any increase in the Contract Amount or the time for performance of the Work, and Contractor shall be solely and completely responsible for the acceptability to City of the addition, deletion, or other change.

B. If a change to the Work causes a net increase or decrease in the cost of Contractor's performance, the Contract Amount shall be increased or decreased as follows:

1. If the Work is covered by unit prices set forth in Contractor's Bid for Unit Price Contracts, by application of such unit prices to the quantities of the items involved; or

2. If the Work involved is not covered by unit prices set forth in Contractor's Bid for Unit Price Contracts, by a lump sum as to which Contractor and City mutually agree prior to the commencement of performance of the change.

C. If a change to the Work causes an increase or decrease in the time required for Contractor's performance, an equitable adjustment to the time for performance shall be made.

D. A change in the Contract Amount or the time for performance of the Work shall be accomplished only by written Change Order, which shall state the increase or decrease, if any, in the Contract Amount or the time for performance. No course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that City has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any such enrichment, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in the time for performance of the Work.

E. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including but not limited to all direct and indirect costs associated with such change and any and all adjustments to the Contract Amount and time for performance of the Work.

F. If Contractor is delayed or interfered with at any time in the commencement or prosecution of the Work by an act or neglect of City, an employee, officer, or agent of City, or an architect or engineer or separate contractor engaged by or on behalf of City, or by changes ordered in the Work, an act of God, fire, or other cause over which Contractor has no control and that Contractor could not reasonably anticipate, the time for performance of the Work shall be equitably extended, provided that Contractor gives notice as provided for in Paragraph G below.

G. Any claim by Contractor for additional time or money for the performance of the Work, including but not limited to any claim based on or arising out of an addition to, deletion from, or other change to the Work and/or delay to or interference with commencement or prosecution of any of the Work, shall be submitted to City's designated representative within five (5) working days of the beginning of the event for which the claim is made or on which it is based. If any claim is not submitted within the five-day period, it shall be deemed waived.

H. No change or claim, nor any delay or dispute concerning the determination of any increase or decrease in the amount of time and money for the performance of the Work, shall excuse Contractor from proceeding with prosecution of the Work, including any Work as changed.

ARTICLE VIII INSURANCE

A. Contractor shall, at all times during the performance of any of the Work, maintain not less than the following insurance coverages and amounts:

1. COMMERCIAL GENERAL LIABILITY - Contractor shall provide coverage for Contractor, City, its employees, officers, and agents, against claims for damage to property and/or illness of, injury to, or death of any person or persons related to or arising out of the Work. Such coverage shall name the City, together with its employees and officers, as an additional insured and have not less than the following limits:

a. Each occurrence \$2,000,000.00

b. General aggregate \$3,000,000.00

c. Products/completed operations aggregate \$3,000,000.00

d. The following coverage shall be included:

- Blanket contractual liability
- Products/completed operations
- Personal/advertising injury
- Broad form property damage
- Independent contractors
- Explosion, Collapse, and Underground Damage

2. AUTOMOBILE LIABILITY - Contractor shall provide coverage for Contractor, City, its employees, officers, and agents, and any architects, engineers, or other design professionals engaged by or on behalf of City against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired, and/or non-owned vehicle and shall include protection for any auto, or all owned autos, hired autos, and non-owned autos. The coverage shall have not less than a combined single limit of \$1,000,000.00 for each accident.

3. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY - This insurance shall protect Contractor against all claims under applicable state workers' compensation laws. Contractor also shall be protected through employer's liability coverage against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. The limits shall not be less than the following:

a. Workers' Compensation Statutory

b. Employer's Liability:

- Bodily injury by accident \$1,000,000.00
- Bodily injury by disease \$500,000.00 each employee

B. All insurance shall be written by an insurer or insurers acceptable to City and with a minimum financial rating not lower than "B+XI" in Best's Insurance Guide, latest edition. All insurance shall be written on an occurrence basis, and all aggregate limits shall apply in total to the Work only. Each policy providing general liability coverage or automobile liability coverage (including any umbrella or excess policy that provides any required general or automobile liability coverage) shall provide contractual liability coverage for all indemnity obligations of Contractor under the Contract Documents. Each policy providing general liability or automobile liability coverage (including any umbrella or excess policy that provides any required general or automobile liability coverage) shall, in form satisfactory to City, (1) name as additional insureds City, its employees, officers, and agents, and (2) provide that it is primary to any other insurance maintained by any additional insured, which other insurance shall be excess or contingent. The insurance provided to the additional insureds shall apply, without limitation, to injury or damage caused by work included in the products/completed operations hazard.

C. Contractor shall maintain the products and completed operations coverage for not less than one (1) years after the date of final acceptance by City of all of Contractor's Work.

D. Contractor shall obtain property insurance upon the entire Work for the full cost of replacement at the time of loss. This insurance shall list as named insureds City, Contractor, subcontractors, and suppliers. This insurance shall be written as a Builder's Risk/Installation Floater "all risk" or equivalent form to cover all risks of physical loss except those specifically excluded by the policy and shall insure at least against the perils of fire, lightning, explosion, wind storm, hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind, testing, and collapse. This insurance shall, without limitation, insure portions of the Work stored on or off the Project site or in transit, when at the risk of City, Contractor, or a Subcontractor or supplier. Contractor shall be solely responsible for any deductible amounts. This insurance shall remain in effect until final payment has been made to Contractor or until no person or entity other than City has an insurable interest in the property to be covered by this insurance, whichever is sooner. City and Contractor waive all rights against each other and their respective employees, agents, contractors, subcontractors, and suppliers for damages caused by risks covered by the property insurance provided for in this Paragraph, except such rights as they may have to the proceeds of the insurance.

E. All policies and certificates of insurance shall provide no less than thirty (30) days' prior written notice to City in the event of cancellation, expiration, non-renewal, alteration, or reduction (including but not limited to reduction by paid claims) of coverage or limits contained in the policy or evidenced by the certificate of insurance. Contractor shall furnish City a certificate or certificates and copies of policies, all satisfactory to City, evidencing that Contractor has all the required insurance and is in compliance with this Article. The certificate or certificates and copies of policies shall be delivered to City's designated representative not less than seven (7) days before Contractor first performs any of the Work. All policies except Workers' Compensation and Employer's Liability shall contain a waiver of subrogation in favor of City, its employees, officers, and agents, and architects, engineers, or other design professionals engaged by or on behalf of City.

F. Contractor also shall maintain any additional insurance coverages and any higher limits provided for elsewhere in the Contract Documents and shall furnish City any additional insurance documentation provided for elsewhere in the Contract Documents.

G. If any part of the Work is subcontracted, each Subcontractor, or Contractor on behalf of the Subcontractor, shall maintain liability and worker's compensation insurance coverages and amounts satisfying all the requirements of this Article. Certificates and copies of policies, satisfactory to City, evidencing the required insurance and compliance with this Article shall be delivered to City's designated representative not less than seven (7) days before the Subcontractor first performs any of the Work.

H. Nothing contained in this Agreement shall be construed as a waiver of the City's sovereign immunity or of any defenses, immunities, or limitations of liability available to the City under Missouri law, including but not limited to those set forth in Sections 537.600 and 537.610, RSMo. The requirement that Contractor obtain and maintain insurance, and the City's review, approval, or acceptance of any certificate of insurance or policy, shall not be construed as a waiver of the City's sovereign immunity or of any defenses, immunities, or limitations of liability available to the City under Missouri law, including but not limited to Sections 537.600 and 537.610, RSMo. Nothing in the Contract Documents shall be interpreted as requiring the City to obtain or maintain insurance coverage or as expanding the City's liability beyond the limits expressly provided by Missouri law. The existence of any insurance coverage maintained by either party shall not be deemed a waiver of sovereign immunity or a consent to suit beyond statutory limits.

ARTICLE IX INDEMNITY

A. Contractor shall defend, indemnify, and hold harmless City, its employees, officers, and agents, and any architects, engineers, or other design professionals engaged by or on behalf of City, from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that such claim, damage, loss, or expenses is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused or allegedly caused by the negligent or willful acts or omissions of Contractor, a Subcontractor or supplier, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. This obligation is not intended to, and shall not, negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person as set forth in this Agreement.

B. In claims against any person or entity indemnified herein by an employee of Contractor, a Subcontractor or supplier, or anyone directly or indirectly employed by them or for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or a Subcontractor or supplier under workers' compensation acts, disability benefit acts, or other employee benefit acts.

**ARTICLE X
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 an amount at least equal to one hundred percent (100%) of the contract price, conditioned upon the performance by the Contractor all undertakings, covenants, terms, conditions and agreements of 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 and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570 and shall have a rating of at least "A-" from Best's. The expense shall be borne by the Contractor. If at 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 or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the City.

**ARTICLE XI
COVENANT AGAINST LOBBYING AND UNDUE INFLUENCE**

A. Contractor represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to void this Agreement without liability and, in its discretion, to deduct from the Contract Amount, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

B. Contractor represents and warrants that no payments have been or shall be made, directly or indirectly, by or on behalf of Contractor to or for the benefit of any officer, employee, or agent of City who may reasonably be expected to influence the decision to requisition issue or take any action with respect to this Agreement.

**ARTICLE XII
RECORDS REGARDING PAYMENT**

For a period of at least two (2) years after final payment to Contractor, Contractor shall maintain, in accordance with generally accepted accounting principles, such records as are necessary to substantiate that all applications for payment hereunder were valid and properly chargeable to City. For lump sum contract Work, the records shall demonstrate that the City was billed at appropriate times for proper percentages of completion and for payments to subcontractors and suppliers. For any Work, including extra Work, not charged on a lump sum

basis, the records to be maintained hereunder include but are not limited to all contracts, subcontracts, material bills, correspondence, accounting records, time sheets, payroll records, canceled checks, orders, and invoices pertaining to City's account. City or its representative shall, upon reasonable prior notice to Contractor, be given the opportunity to audit these records at any time during normal business hours to verify the accuracy of Contractor's invoices and charges.

ARTICLE XIII NOTICES

A. Any notice required by the Contract Documents to be given in writing or that either City or Contractor wishes to give to the other in writing shall be signed by or on behalf of the party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other party at City Hall for the City, or the address provided by the Contractor for itself, or delivered in person to said party or their authorized representative.

B. Contractor's designated representative shall be available to meet with City at any time during the performance of the Work and shall have full authority to act on Contractor's behalf on any matter related to this Agreement and/or the Work.

ARTICLE XIV DEFAULT AND TERMINATION

A. If Contractor fails to comply, becomes unable to comply, or with reasonable probability (as determined solely by City) will become unable to comply with any of Contractor's obligations under the Contract Documents, including but not limited to (1) failure at any time to furnish sufficient labor or supervision, sufficient materials or services (including but not limited to insurance and bonds) complying with the Contract Documents, or sufficient or properly operating tools, equipment, or other items necessary for the performance of the Work, (2) failure in any respect to prosecute the Work with promptness and diligence, (3) causing any stoppage of, delay in, or interference with any work of City or any others on the Project, (4) abandonment by Contractor of all or any part of the Work, or (5) bankruptcy, insolvency or general assignment for the benefit of creditors by Contractor, Contractor shall be in default, and if the default is not corrected to City's satisfaction within seventy-two (72) hours of delivery of a written notice to Contractor to correct such default, City may, in addition to any other right or remedy City may have, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and finish the work by whatever method the City may deem expedient to correct the default, at Contractor's expense. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If such costs exceed the unpaid balance due to Contractor, the Contractor will pay the difference to the City.

B. If City exercises its right to take over and complete any part or all of the Work, City and its designees shall have access to and may take possession of Contractor's materials, tools, equipment, and other items at the Project site, en route to the site, or in storage or being manufactured or fabricated away from the site, as may be necessary to prosecute the Work taken over by City, and may employ Contractor's employees or former employees.

C. Contractor shall be liable for and shall pay to City all costs and expenses of whatsoever nature incurred by City as a result of any default by Contractor, including but not limited to the cost of labor, supervision, materials, tools, equipment, services, overhead, travel, and legal and accounting fees. Contractor also shall be liable for and shall pay to City all charges, liabilities, fines, penalties, losses, damages, and claims sustained by or assessed against City as a result of any delay or disruption resulting from any default by Contractor. The total amount of such costs, expenses, charges, liabilities, fines, penalties, losses, damages, and claims may be deducted by City from the amount, if any, otherwise due Contractor, and Contractor shall pay City the full amount of any excess of such total over the amount otherwise due Contractor.

D. No right or remedy conferred upon or reserved to City by the Contract Documents is exclusive of any other right or remedy provided or permitted in the Contract Documents or by law or equity, but each right or remedy is cumulative of every other right or remedy, and every right or remedy may be enforced concurrently or from time to time. No exercise by City of any right or remedy shall relieve Contractor from full and absolute responsibility for all of Contractor's obligations under the Contract Documents.

E. No failure or delay of City to give notice to correct any default of Contractor or to exercise any of City's rights or remedies shall waive or excuse the default, and City shall remain free to pursue all rights and remedies. No failure of City to insist, in any one or more instances, upon the performance of any of Contractor's obligations under the Contract Documents shall be deemed or construed as a waiver or relinquishment of City's right to insist upon strict performance of the obligation in any future instance.

F. If through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the City or under an order of court or other public authority, or the City fails to act on any request for payment within thirty (30) days after it is submitted, or the City fails to pay the Contractor substantially the sum approved by the Project Manager and City Manager, then the Contractor may after ten (10) days from delivery of written notice to the City terminate the Agreement and recover from the City payment for all work executed.

G. The City, without terminating the service of the Contractor or written notice to the Surety, through the City Manager may withhold, without prejudice to the rights of the City under the terms of the Agreement, or on account of subsequently discovered evidence, nullify the whole or part of any approved partial payment estimate to such extent as may be necessary to protect the City from loss on account of (1) defective work not remedied, (2) claims filed or reasonable evidence indicating probably filing of claims, (3) failure of Contractor to make payments properly to Subcontractors or for material or labor, (4) a reasonable doubt that the Work can be completed for the balance then unpaid, (5) damages to another contractor, or (6) performance of work in violation of the terms of the Contract Documents.

ARTICLE XV
TERMINATION FOR CONVENIENCE

Notwithstanding anything contained herein to the contrary, City may, at any time, for any reason, and without Contractor's being in default, terminate Contractor's performance of any part or all of the Work for City's own convenience by giving written notice to Contractor. Upon receipt of notice of termination for City's convenience, Contractor shall, to the extent directed by City, stop work and turn over to City or City's designee materials and equipment purchased for the Work. City shall pay Contractor, in accordance with the Contract Documents, for only so much of the Work as is actually performed as of the termination for convenience. City shall not be obligated to Contractor for any further payment, including but not limited to prospective overhead or profit on unperformed work. If a termination by City of Contractor's right to proceed on the ground of default by Contractor is determined later to have been improper, the termination automatically shall be converted to a termination for City's convenience, and City's obligation to Contractor shall be limited to payment to Contractor as provided in this Article.

ARTICLE XVI COMPLIANCE WITH LAWS

A. Contractor shall comply with all federal, state, and local laws, ordinances, rules, regulations, orders, and the like applicable to the Work. Contractor shall secure all permits from public and private sources necessary for the fulfillment of Contractor's obligations under the Contract Documents.

B. With each Application for Payment submitted by Contractor to City, Contractor shall include (a) a signed statement, in form acceptable to City, showing, for each weekly payroll period that ended during the period covered by the Application for Payment, the name, address, social security number, occupation, and craft of each worker employed by Contractor in connection with the Work and, for each such worker, the number of hours worked each day, the total hours worked during the payroll period, the gross amount earned, an itemization of all deductions, and the net wages paid and (b) a corresponding statement from each Subcontractor of any tier that employed any workers in connection with the Work during the period covered by the Application for Payment.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

D. Contractor hereby certifies that, pursuant to Section 34.600, RSMo, it has not engaged in a boycott of: Goods or services from the State of Israel; Companies doing business in, or with, Israel; Companies authorized by, licensed by, or organized under, the laws of the State of Israel; or Persons or entities doing business in the State of Israel

ARTICLE XVII LABOR STANDARDS PROVISIONS

A. **MISSOURI PREVAILING WAGE LAW.** Not less than the prevailing hourly rate of wages established by the Missouri Department of Labor and Industrial Relations Division of Labor Standards shall be paid to all workers performing work under the Agreement. An Affidavit of Compliance with the Prevailing Wage Law as set forth in Exhibit B shall be completed by

Contractor and every Subcontractor employed on the Project prior to final payment. The Contractor will forfeit a penalty to the City of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the Contractor or by any Subcontractor.

B. **EXCESSIVE UNEMPLOYMENT.** During periods of excessive unemployment (any month immediately following two consecutive calendar months during which the level of unemployment in the state has exceeded five percent (5%) as measured by the United States Bureau of Labor Statistics) only Missouri laborers (persons who have resided in Missouri for at least thirty days and intend to become or remain Missouri residents) and laborers from non-restrictive states (persons who are residents of a state which has not enacted state laws restricting Missouri laborers from working on public works projects in that state, as determined by the Labor and Industrial Relations Commission), may be employed under the contract, except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the City.

C. **UNDERPAYMENT OF WAGES.** In case of underpayment of wages by the Contractor or by any subcontractors to laborers or mechanics employed by the Contractor or Subcontractor upon the work covered by this Agreement, the City, in addition to such other rights as may be afforded it under this Agreement shall withhold from the Contractor, out of any payments due the Contractor, so much thereof as the City may consider necessary to pay such laborers or mechanics the full amount of wages required by this Agreement. The amount so withheld may be disbursed by the City, for and on account of the Contractor or the Subcontractor (as may be appropriate), to the respective laborers or mechanics to whom the same is due or on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

D. **LIMITATIONS ON EMPLOYMENT.** No person under the age of sixteen (16) years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Agreement.

ARTICLE XVIII EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

ARTICLE XIX SUBCONTRACTS, ASSIGNMENT, OR TRANSFER

A. Except with the prior written consent of City, Contractor shall not assign this Agreement or any money due or to become due Contractor or issue a subcontract or purchase order to any person or entity for any or all of the Work. City's consent to any assignment, subcontract, or purchase order shall not relieve Contractor from any obligation under the Contract Documents, nor shall it create any obligation from City to any assignee, subcontractor, or vendor.

B. Each subcontract or purchase order issued by Contractor for any of the Work shall be in writing and shall provide that City is an intended third-party beneficiary of the subcontract or purchase order.

C. The Contractor shall be fully responsible to the City for the acts and omissions of its Subcontractors, and of person either directly or indirectly employed by them, as the Contractor is for the acts and omissions of person directly employed by it.

D. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors and give the Contractor the same power as regards terminating any Subcontract that the City may exercise over the Contractor under any provision of the Contract Documents. Nothing contained in this contract shall create any contractual relation between any Subcontractor and the City.

E. Each subcontract or purchase order issued by Contractor for any of the Work shall provide that it is freely assignable by Contractor to City. Contractor hereby assigns to City all its interest in any present or future subcontract or purchase order issued by Contractor for any or all of the Work. This assignment shall be effective upon acceptance by City in writing and only as to the specific subcontract(s) and/or purchase order(s) that City designates in the writing. This assignment may be accepted by City at any time, whether before or after final payment to Contractor, and may not be withdrawn by Contractor without City's written consent.

**ARTICLE XX
RESERVED**

**ARTICLE XXI
ACCESS TO SITE/CLEANING UP**

A. Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, around the site of the Work and all adjacent areas.

B. Representatives of City may inspect or review any Work performed by Contractor, and consult with Contractor, at any time. City's inspections or reviews shall not constitute acceptance or approval of Work unless specifically stated in writing. Contractor shall meet with City at the request of City.

C. Contractor shall at all times, during performance of the Work, keep the Project site clean and free from debris resulting from the Work. Prior to discontinuing Work in an area, Contractor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Contractor shall make provisions to minimize and confine dust and debris resulting from construction activities. If Contractor fails to comply with cleanup duties within twenty-four (24) hours after written notification from City of non-compliance, City may implement cleanup measures without further notice and deduct the cost from any amounts due or to become due Contractor.

ARTICLE XXII COMPETENCE

Contractor represents and warrants that it maintains all necessary licenses, registration, competence, and experience to perform all the Work.

ARTICLE XXIII WARRANTY

A. Contractor shall exercise high professional skill, care, and diligence in the performance of the Work, and shall carry out its responsibilities in accordance with customarily accepted good professional practices. The Contractor warrants and guarantees for one (1) year from the date of completion and acceptance of the work that the completed work is free from all defects due to faulty materials or workmanship. The date of completion for all scopes of work shall be the last date of acceptance of all work in this contract. Contractor shall promptly make such corrections as may be necessary be reason of such defects including the repair of any other damages that were caused by defects in the work, at its own expense. The City will give notice of observed defects with reasonable promptness. In the event that the Contractor fails to make such repairs, adjustments or other work that may be necessary by such defects, the City may do so and charge the Contractor the cost thereby incurred. In emergency where, in the judgment of the City, delay would cause serious loss or damage, repairs and replacement of defects in the work and damage caused by defects may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof. Neither final payment, Final Certificate, nor any other provision in the Contract Documents shall affect Contractor's obligation to complete the Work free of defects in workmanship and material.

B. Contractor shall remain solely responsible for the performance of the Work as required by the Contract Documents, notwithstanding any suggestions or observations made by another person or entity with respect to the Work.

C. This Article does not establish a period of limitation with respect to any obligation of Contractor under the Contract Documents, and does not limit the time allowed by law for any action for breach of such obligation.

ARTICLE XXIV STORAGE OF MATERIALS AND EQUIPMENT

The Contractor shall provide at its own expense and without liability to the City any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials. Only materials and equipment that are to be used directly in the Work shall be brought to and stored at the Project site by Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, and all other casualty or damage is solely the responsibility of Contractor.

ARTICLE XXV

TAXES

A Missouri Sales Tax Project Exemption Certificate (Missouri Department of Revenue Form 5060) will be provided by the City for the purchase of any materials or personal property incorporated into or consumed in the construction project, pursuant to RSMo 144.062. The Contractor will pay all other sales, consumer, use and other similar taxes required by the State of Missouri or other taxing jurisdiction.

ARTICLE XXVI SAFETY

A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performance of the Work and shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to (1) employees and other persons at the Project site or who may be affected by the Work, (2) materials and equipment stored at on-site or off-site locations for use in performance of the Work, and (3) other property at the Project site or in its vicinity, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall give notices required by and comply strictly with applicable laws, ordinances, rules, regulations, orders, and the like bearing on safety of persons or property or their protection from damage, injury, or loss. The Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protections. The Contractor will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused directly or indirectly, in whole or part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable.

C. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the City may determine to be reasonably necessary.

D. Pursuant to Section 292.675 RSMo, Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675 RSMo. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the project commences. Contractor acknowledges and agrees that any of Contractor's employees found on the Project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20)

days, or will be subject to removal from the Project. Contractor shall require all of its Subcontractors to comply with the requirements of this Paragraph and Section 292.675 RSMo.

E. Contractor shall forfeit to the 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 herein. The penalty described in this Paragraph shall not begin to accrue until the time periods herein have elapsed. Violations of this requirement and imposition of the penalty described in this Paragraph shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

F. If City deems any part of the Work or the Project site unsafe, City, without assuming responsibility for Contractor's safety program, may require Contractor to stop performance of the Work or take corrective measures satisfactory to City, or both. If Contractor does not adopt corrective measures, City may perform them or have them performed and deduct their cost from the Contract Amount. Contractor shall make no claim for damages, for an increase in the Contract Amount, or for a change in the time for performance of the Work based on Contractor's compliance with City's reasonable request.

ARTICLE XXVII AUTHORIZED EMPLOYEES

Contractor acknowledges that Section 285.530 RSMo prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530 RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States.

ARTICLE XXVIII INDEPENDENT CONTRACTOR

Contractor is an independent contractor, and neither Contractor or any Subcontractors, suppliers, employees, or agents shall be deemed an employee or agent of City for any purpose.

ARTICLE XXIX CONFLICT

Contractor shall promptly upon discovery notify City of any conflict, ambiguity or inconsistency in the Contract Documents, or between any Contract Document and actual field conditions, and City shall resolve such conflict, ambiguity or inconsistency in its sole discretion.

ARTICLE XXX PAYMENT BOND

Simultaneously with delivery of the executed contract, the Contractor shall furnish a

payment bond for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The Bond furnished by Contractor shall contain the requirements and conditions set forth in and shall comply in all respects with Section 107.170 RSMo and other applicable legal requirements. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the City and shall have a rating of at least “A+” from Best’s or “AA” from Standard and Poor’s in an amount equal to one hundred percent (100%) of the contract price that does not include the cost of operation, maintenance and money. Attorneys-in-fact who sign contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

**ARTICLE XXXI
SEVERABILITY**

Should any specific provision of this Agreement or other Contract Documents be found to be unenforceable, the remaining provisions shall remain in full force and effect.

**ARTICLE XXXII
NO PRESUMPTION AGAINST THE DRAFTER**

No presumption or inference against the City shall be made because of the City’s preparation of this Agreement or other Contract Documents.

**ARTICLE XXXIII
DISPUTES/ATTORNEY FEES/GOVERNING LAW/VENUE**

A. In the event of litigation between Contractor and City concerning the Project or this Agreement or other Contract Documents, the prevailing party shall be entitled to recover from the other party its reasonable attorney fees, costs, and expenses arising from such litigation.

B. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to its conflict of laws principles.

C. Venue for any action arising out of or relating to this Agreement or the Work performed hereunder shall lie exclusively in the Circuit Court of Clay County, Missouri. The parties agree to submit to the jurisdiction of such court for the resolution of any such dispute.

**ARTICLE XXXIV
TITLES**

The titles given to the Articles in this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose. Specifically, but without limitation, the titles shall not define or limit any of the provisions of any of the Articles.

**ARTICLE XXXV
PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this

Agreement shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction. All such laws, orders and regulations are applicable to this Project and are made a part hereof by reference.

**ARTICLE XXXVI
ENTIRE AGREEMENT**

This Agreement and the other Contract Documents constitute the entire agreement between the parties with respect to their subject matter. Any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. Subject to Article VII of this Agreement, this Agreement and any other Contract Document may be amended, changed, or supplemented only by written agreement executed by both of the parties.

THIS AGREEMENT shall be binding on the parties only after it has been duly executed by City and Contractor.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

CITY OF EXCELSIOR SPRINGS, MISSOURI:

By: _____
[Redacted], Mayor

ATTEST:

[Redacted], City Clerk

CONTRACTOR:

By: _____
(Signature)

Printed Name: _____

Title: _____

ATTEST:

SECRETARY, _____
(Name Printed)

EXHIBIT A – SCOPE OF WORK

EXHIBIT B
AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

I, _____, upon being duly sworn upon my oath state that:

(1) I am the _____ of _____;

(2) all requirements of Section 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 Contractor's work on _____ PROJECT;

(3) I have reviewed and am familiar with the labor standards provisions and prevailing wage rules established by the Missouri Department of Labor and Industrial Relations Division of Labor Standards;

(4) based upon my knowledge of these rules, including all occupational titles set out in the applicable regulations, 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 irrevocable paid to a trustee or to a third party pursuant 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 City and will be available, as often as may be necessary, to such City and such other regulatory agencies as may be deemed necessary;

(7) such records shall not be destroyed or removed from the State of Missouri for one (1) year following the completion of Contractor's work on this Project;

(8) when in effect, the requirements of Sections 290.550 through 290.580 RSMo. Pertaining to excessive unemployment were fully satisfied; and

(9) there has been no exception to the full and complete compliance with the provisions and requirements of the wage orders applicable to the Agreement and Contract Documents.

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 herein may subject me to criminal prosecution.

Signature

Printed Name

Subscribed and sworn to me this ____ day of _____, 2026.

Notary Public

My Commission expires:

PERFORMANCE BOND

FOR THE FAITHFUL PERFORMANCE of each of the terms and stipulations of the AGREEMENT between the CITY OF EXCELSIOR SPRINGS and CONTRACTOR, for construction of _____, dated _____, 20____, designated Ordinance / Resolution No. _____, in every particular, _____ [insert name of Company], as Principal, and _____ [insert name of surety], as Surety, hereby firmly bind themselves and their respective heirs, executors, administrators, successors, and assigns, jointly and severally, unto the City of Excelsior Springs, Missouri, (“City”) in the total aggregate penal sum of _____ Dollars (\$ _____) lawful money of the United States, by these presents:

THE CONDITION OF THIS OBLIGATION is such that in the event Principal shall faithfully and properly complete the Work required by the Contract Documents described in the Agreement and perform all of its duties, obligations, covenants, and conditions pursuant to the terms of the Contract Documents during the original term thereof, and any extensions thereof which may be granted by the City, including, without limitation, all warranty obligations and duties and if the Principal shall satisfy all claims and demands incurred under such Agreement, and shall fully indemnify and hold harmless the City from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City for all outlay and expense which the City may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work or to the specifications.

PROVIDED FURTHER, that it is expressly agreed that the bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Agreement not increasing the Agreement price more than twenty percent (20%), so as to bind the

Principal and the Surety to the full and faithful performance of the Agreement as so amended. The term “Amendment”, wherever used in this bond, and whether referring to this bond or the Agreement, shall include any alteration, addition, extension, or modification of any character whatsoever.

The Performance Bond above is accepted by the City this ____ day of _____, 20____.

CONTRACTOR AS PRINCIPAL

By: _____

(Signature)

Printed Name: _____

Title: _____

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

SURETY

By: _____

(Signature)

Printed Name: _____

Title: _____

Date: _____

Note:

- Date of Bond must NOT BE PRIOR TO DATE OF AGREEMENT.
- If Contractor is a partnership, all partners must execute the Bond.

SURETY POWER OF ATTORNEY MUST BE ATTACHED

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that _____
_____ a _____ [insert corporation, partnership or
individual], hereinafter called Principal, and _____ [insert
name of surety], hereinafter called Surety, are held and firmly bound unto the CITY OF
EXCELSIOR SPRINGS, MISSOURI ("City"), and unto all persons, firms and corporations who
or which may furnish labor, or who furnish materials to perform as described under the Agreement
and Contract Documents more fully described below and to their successors and assigns in the
total _____ aggregate _____ penal _____ sum _____ of
_____ D
ollars (\$ _____) in lawful money of the United States, for the payment of
which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that WHEREAS, the Principal
entered into a certain Agreement with the City, dated the _____ day of _____,
20____, for the construction of _____ approved by Ordinance / Resolution
No. _____;

NOW, THEREFORE, in the event Principal shall pay the prevailing hourly rate of wages
for each craft or type of worker required to execute the Work required by the Contract Documents
described in the Agreement in the locality as determined by the Department of Labor and Industrial
Relations of Missouri or by final judicial determination pursuant to the provisions of Sections
290.010 to 290.340 and 290.550 through 290.580, inclusive, of the Revised Statutes of Missouri,
and shall timely pay to the proper parties all amounts due for material, machinery, equipment and
tools, consumed or used in connection with the construction of such Work, and all insurance
premiums, workers' compensation, and all other kinds of insurance, on such Work, and for all
labor performed in such Work whether by Principal, Subcontractor, or otherwise, then this
obligation to be void, otherwise to remain in full force and effect, and the same may be sued on at
the instance of any Subcontractor, material supplier, laborer, mechanic, or other interested party,

in the name of the City of Excelsior Springs, to the use of such parties, for any breach of the considerations hereof.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work to be performed thereunder shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work.

The Payment Bond above is accepted by the City this ____ day of _____, 20 ____.

CONTRACTOR AS PRINCIPAL

By: _____

(Signature)

Printed Name: _____

Title: _____

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

SURETY

By: _____

(Signature)

Printed Name: _____

Title: _____

Date: _____

Note:

- Date of Bond must NOT BE PRIOR TO DATE OF AGREEMENT
- If Contractor is a partnership, all partners must execute the Bond.

SURETY POWER OF ATTORNEY MUST BE ATTACHED

AFFIDAVIT for 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).

State of _____)

County of _____) ss:

BEFORE ME, the undersigned notary, personally appeared _____, who, being duly sworn, states on his/her oath or affirmation as follows:

1. My name is _____ and I am currently the _____ of _____ (hereinafter "Contractor"), whose business address is _____, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with services contracted between Contractor and the City of Excelsior Springs, Missouri.

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. 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.

Further, Affiant saith not.

Signature of Affiant
Printed Name:

Subscribed and sworn to before me this _____ day of _____, 2026.

Notary Public

**PLEASE NOTE:* Acceptable enrollment and participation documentation consists of the following 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, and the Department of Homeland Security – Verification.

EXHIBIT _____
FEDERAL REQUIREMENTS ADDENDUM
(LWCF FUNDED PROJECT)

This Federal Requirements Addendum (“Addendum”) is incorporated into and made a part of the Agreement between the City of Excelsior Springs, Missouri (“City”) and _____ (“Contractor”) for the Boundless Backyard Construction and Installation Project (the “Project”).

The Project is funded in whole or in part through the Land and Water Conservation Fund (“LWCF”) and is therefore subject to federal requirements. Contractor agrees to comply with the following provisions, which are in addition to, and not in limitation of, other requirements contained in the Agreement. In the event of conflict, the more stringent requirement shall control.

1. Equal Employment Opportunity

Contractor shall comply with Executive Order 11246, as amended, and implementing regulations at 41 C.F.R. Part 60. Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative action to ensure equal employment opportunity in hiring, promotion, compensation, training, and other employment practices. Contractor shall include this provision in all subcontracts.

2. Copeland Anti-Kickback Act (40 U.S.C. § 3145)

If this contract involves construction subject to federal labor standards, Contractor shall comply with the Copeland Anti-Kickback Act and 29 C.F.R. Part 3. Contractor shall not induce any employee to give up any part of compensation to which such employee is entitled under contract.

3. Davis-Bacon Act (If Applicable)

If required by federal funding conditions, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141–3148) and 29 C.F.R. Part 5. Contractor shall pay all laborers and mechanics not less than prevailing wage rates as determined by the U.S. Department of Labor. If Davis-Bacon does not apply to the Project under the applicable grant conditions, this clause shall not require compliance.

4. Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708)

If the contract exceeds \$100,000 and involves employment of mechanics or laborers, Contractor shall comply with the Contract Work Hours and Safety Standards Act. Contractor shall pay overtime compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in a workweek.

5. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)

If this contract exceeds \$100,000, Contractor certifies that:

(a) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any federal official in connection with the awarding of any federal contract or grant; and

(b) If non-federal funds are used for lobbying activities, Contractor shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," as required. Contractor shall require this certification in all subcontracts exceeding \$100,000.

6. Clean Air Act and Federal Water Pollution Control Act

If this contract exceeds \$150,000, Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to:

- The Clean Air Act (42 U.S.C. § 7401 et seq.); and
- The Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.).

Contractor shall report violations to the City, which shall report such matters to the federal awarding agency and the appropriate EPA Regional Office.

7. Debarment and Suspension (2 C.F.R. Part 180; 2 C.F.R. § 200.214)

Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal programs. Contractor shall not subcontract with any party that is debarred or suspended. Contractor shall immediately notify the City if it becomes debarred or suspended during performance of this Agreement.

8. Access to Records (2 C.F.R. § 200.337)

Contractor shall provide the City, the federal awarding agency, the Comptroller General of the United States, and their authorized representatives access to any books, documents, papers, and records directly pertinent to the Project for purposes of audit, examination, excerpting, and transcription. Contractor shall retain such records for a period of not less than three (3) years after final payment, or longer if required by law or pending audit.

9. Termination for Federal Cause

In addition to other termination provisions contained in the Agreement, the City may terminate the Agreement in whole or in part if federal funding for the Project is reduced, suspended, or terminated, or if the City is directed by the federal awarding agency to terminate the contract. In such event, Contractor shall be paid only for work properly performed to the date of termination.

10. Procurement of Recovered Materials (2 C.F.R. § 200.323)

To the greatest extent practicable and consistent with law, Contractor shall use products and services that:

- Contain recycled content;
- Are energy efficient;
- Are water efficient;
- Are environmentally preferable;
- Are biobased; or
- Reduce the use of single-use plastic products.

Contractor shall comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as applicable.

11. Compliance With All Federal Grant Conditions

Contractor shall comply with all other federal statutes, regulations, executive orders, and grant conditions applicable to LWCF funding that are incorporated into the City's grant agreement. Contractor shall include all applicable federal flow-down requirements in any subcontract.

12. Conflict

If any provision of this Addendum conflicts with the Agreement, the provision imposing the greater compliance obligation on Contractor shall control.

Appendix A

**Debarment, Suspension and Other Responsibility Matters;
Drug-Free Workplace Requirements, Lobbying, Non-
Segregated Facilities certifications, and Work Authorization
Affidavit**

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.

BOX A:	To be completed by a non-business entity as defined below.
BOX 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 http://www.dhs.gov/files/programs/gc_1185221678150.shtm .
BOX C:	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) <u>DOES NOT CURRENTLY MEET</u> 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)	
<input type="checkbox"/> I am a self-employed individual with no employees; OR	
<input type="checkbox"/> 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

EXHIBIT 1, continued

(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:

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: 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
- 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
- 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.)

_____ Authorized Representative's Signature	_____ Printed Name
_____ Title	_____ Date
_____ E-Mail Address	_____ 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)

Signature of Notary

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

**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)

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.

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

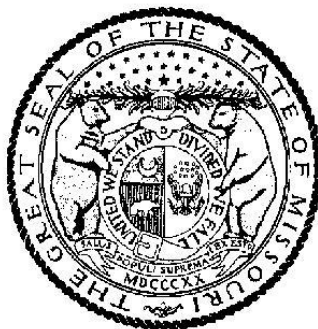
Appendix B

Clay County Annual Wage Order. No. 32

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MIKE KEHOE, Governor

Annual Wage Order No. 32

Section 024
CLAY 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**

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Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$74.08
Boilermaker	\$36.40*
Bricklayer-Stone Mason	\$64.33
Carpenter	\$66.73
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$56.22
Plasterer	
Communication Technician	\$63.19
Electrician (Inside Wireman)	\$72.26
Electrician Outside Lineman	\$93.51
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$36.40*
Glazier	\$59.01
Ironworker	\$72.20
Laborer	\$51.19
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$57.19
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$66.56
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$36.40*
Plumber	\$81.51
Pipe Fitter	
Roofer	\$60.78
Sheet Metal Worker	\$78.40
Sprinkler Fitter	\$70.79
Truck Driver	\$59.41
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
CLAY County

Section 024

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$67.05
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$93.51
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$52.71
General Laborer	
Skilled Laborer	
Operating Engineer	\$54.48
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$52.62
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.