

# CITY OF BELTON, MISSOURI REQUEST FOR PROPOSAL

## Wayfinding Signage

### SUBMITTAL DEADLINE

Dec. 20 at 4pm

RFP NUMBER 24-039



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## REQUEST FOR PROPOSAL 24-039 Wayfinding Signage

Sealed proposals will be received by the Assistant City Manager of the City of Belton at Belton City Hall, 520 Main Street, Belton, Missouri, 64012 **until 4pm, local time, on Friday Dec. 20, at which bidding will be closed.** All bids will be opened and read aloud. A late Proposal Packet is one received after 4pm, local time, at the time and place of the opening as stated. The decision as to the correct time for the openings shall be made by the Assistant City Manager of the City of Belton and that decision shall be final. Proposals received after the deadline date and time will be returned unopened. It shall be the responsibility of those submitting a proposal to assure themselves that their proposal has been received by the City of Belton.

### Project Description

**The City of Belton is seeking a vendor to design, fabricate and install four wayfinding signs. The project goal is to remove and dispose of the existing metal directional signs with updated wayfinding signage (Destination Directional signage as modeled in Appendix A-1). The locations for installation are marked in orange in Appendix A-2. While the City has a specific vision for how the signs should look, the City will rely on the vendors expertise and knowledge on specific materials and install method to ensure that these signs can standup to the weather and other conditions.**

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

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

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

**A non-mandatory Pre-Bid Meeting will be held on Monday, Dec. 9, 2024, at 9am, local time, at Belton City Hall Annex in the Conference Room.** Due to the importance of all bidders having a clear understanding of the specifications and scope of work requirements, **it is highly encouraged that all bidders attend this pre-bid meeting.** Attendance at the Pre-Bid Meeting will be evidenced by the representative's signature on the attendance roster.

Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA

or a similar program approved by the Missouri Department of Labor and Industrial Relations that is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.

Pursuant to 610.021 RSMo Item 12, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

The Owner reserves the right to reject any or all proposals and to waive informalities or deficiencies therein to negotiate with any or all bidders or others for more favorable terms or prices and to award a contract to other than the bidder submitting the lowest cost bid proposal with or without negotiation and to determine which is the lowest, best, and most responsive to accept, at its option, any alternates and to approve the bond.

On all requests and correspondence, please reference RFP Number 24-039.

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

Mike Ekey, Assistant City Manager  
Telephone: 816-892-1263  
E-Mail: [Mekey@Belton.org](mailto:Mekey@Belton.org)



## INSTRUCTIONS FOR RESPONDING TO RFP 24-039

### Please Remit

- \* One (1) original, signed, unbound proposal; **no three-ring binders**
- \* Two (2) copies of original, signed, unbound proposal; no three-ring binders

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

**Total of three (3) proposals submitted**

**MUST BE RECEIVED BY: Dec. 20, 4pm, local time**

**PLEASE USE THE OUTERMOST ENVELOPE SUBMITTAL LABEL TO MARK YOUR SUBMITTAL "SEALED RFP 24-039" WITH YOUR COMPANY NAME PRINTED ON IT AND SUBMIT IT TO:**

Mike Ekey, Assistant City Manager  
520 Main Street  
Belton, MO 64012

Any questions regarding this Request for Proposal shall be submitted to the Mike Ekey by e-mail at [MEkey@Belton.org](mailto:MEkey@Belton.org) or by phone at 816-892-1263.

The Owner reserves the right to reject any or all proposals and to waive informalities or deficiencies therein to negotiate with any or all bidders or others for more favorable terms or prices and to award a contract to other than the bidder submitting the lowest cost bid proposal with or without negotiation and to determine which is the lowest, best, and most responsive to accept, at its option, any alternates and to approve the bond.



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

I (authorized agent) \_\_\_\_\_ having authority to act on behalf of  
(Company name) \_\_\_\_\_ do hereby  
acknowledge that (Company name) \_\_\_\_\_ will be bound by all  
terms, costs, and conditions of this proposal for a period of 90 days from the date of submission  
and commit to sign the Contract.

**COMPANY NAME:**

\_\_\_\_\_

**ADDRESS:**

\_\_\_\_\_ Street

**ADDRESS:**

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

**PHONE:**

\_\_\_\_\_

**E-MAIL:**

\_\_\_\_\_

**SIGNATURE:**

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

**SIGNATURE:**

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

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

**Check One:**

\_\_\_\_\_ MBE (Minority Owned Enterprise)

\_\_\_\_\_ WBE (Women Owned Enterprise)

\_\_\_\_\_ Small Business



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

**Disclosures**

The Contractor submitting this RFP shall answer the following questions with regard to the past five (5) years. If any question is answered in the affirmative, the Contractor shall submit an attachment providing details concerning the matter in question including applicable dates, locations, names of projects/project owners, and circumstances.

1. Has the Contractor been debarred, suspended, or otherwise prohibited from doing business with any federal, state, or local government agency or private enterprise?  
Yes \_\_\_ No \_\_\_
2. Has the Contractor been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state, or local government agency or private enterprise?  
Yes \_\_\_ No \_\_\_
3. Has the Contractor defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded?  
Yes \_\_\_ No \_\_\_
4. Has the Contractor been assessed or required to pay liquidated damages in connection with work performed on any project?  
Yes \_\_\_ No \_\_\_
5. Has the Contractor had any business or professional license, registration, certificate, or certification suspended or revoked?  
Yes \_\_\_ No \_\_\_
6. Have any liens been filed against the Contractor as a result of its failure to pay Subcontractors, suppliers, or workers?  
Yes \_\_\_ No \_\_\_
7. Has the Contractor been denied bonding or insurance coverage or been discontinued by a surety or insurance company?  
Yes \_\_\_ No \_\_\_
8. Has the Contractor been found in violation of any laws, including, but not limited to, contracting or antitrust laws, tax, or licensing laws, labor or employment laws, environmental, health, or safety laws?  
Yes \_\_\_ No \_\_\_

*\*With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*

9. Has the Contractor or its owners, officers, directors, or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Contractor's business? Yes \_\_\_ No \_\_\_
10. Has the Contractor been the subject to any bankruptcy proceeding? Yes \_\_\_ No \_\_\_

**Legal Matters**

1. Claims, Judgments, Lawsuits: Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Contractor in the past 48 months?  
\_\_\_ Yes \_\_\_ No *If yes, provide details in an attachment.*
2. Complaints, Charges, Investigations: Is the Contractor currently or has the Contractor been the subject of any complaint, investigation, or other legal action for alleged violations of law pending before any court or governmental agency within the past 48 months?  
\_\_\_ Yes \_\_\_ No *If yes, provide details in an attachment.*

**Required Representations**

In submitting this RFP, the Contractor understands that making the following representations are required as a condition of performing the contract work and receiving payment for same.

1. The Contractor will possess all applicable professional and business licenses required for performing work in Belton, Missouri.
2. The Contractor satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Contractor and all Subcontractors that are employed or that may be employed in execution of the contract work shall be in full compliance with the City of Belton requirements for Workers' Compensation Insurance.



4. If awarded the Contract Work, the Contractor represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.
5. The Contractor represents that it has no conflicts of interests with the City of Belton if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.
6. The Contractor represents the prices offered and other information submitted in connection with its proposal for the Contract Work were arrived at independently without consultation, communication, or agreement with any other offer or competitor.
7. The Contractor will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.



**FORM C  
EXPERIENCE/REFERENCES**

To be eligible to respond to this RFP, the proposing Contractor must be in business for a minimum of three (3) years and must demonstrate that they, or the principals assigned to the project, have successfully completed services similar to those specified in the Scope of Services section of this RFP to at least one (1) customer with a project similar in size and complexity to the City of Belton. \*Please list any Municipalities that you have done work for in the past 48 months.

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

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

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

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

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

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

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

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

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



**FORM D  
WORK AGREEMENT**

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

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

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

To the City of Belton, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 24-039 – Wayfinding Signage.

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

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

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

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

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



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

<b>Item</b>	<b>Units</b>	<b>Estimated Quantities</b>	<b>\$/Units</b>	<b>Total</b>
				\$
				\$
				\$
				\$
				\$
				\$
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				\$
				\$
				\$
				\$
				\$
<b>TOTAL</b>				\$

**OUTERMOST ENVELOPE SUBMITTAL LABEL**

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

RFP #: 24-039

PROJECT NAME: Wayfinding Signage

OPENING DATE: Dec. 20, 2024

OPENING TIME: 4pm, LOCAL TIME

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

DATED MATERIAL - DELIVER IMMEDIATELY

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



**CITY OF BELTON  
CONTRACT FOR SERVICES**

**CONTRACT NAME**

**AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES**

Agreement made this \_\_\_\_\_, 2025 between \_\_\_\_\_, an entity organized and existing under the laws of the State of \_\_\_\_\_, with its principal office located at \_\_\_\_\_, hereafter referred to as the **Contractor**, and The City of Belton, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 506 Main Street, Belton, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations, or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors, and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal, they will be resolved in accordance with the terms of this contract.

This contract is effective as of \_\_\_\_\_ and coincidental with the Mayor's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

**ARTICLE I  
THE WORK**

Contractor agrees to perform all work and provide all deliverables as specified in Request for Proposal 24-039 and the General Terms and Conditions in Appendix B commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. The selected Contractor will complete work based upon individual task agreements. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms, and conditions as set forth within the proposal documents including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.





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

#### **ARTICLE V INSURANCE REQUIREMENTS**

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

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

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

Contractor and/or their sureties will be liable to the City for any cost for labor, tool, materials, equipment, services, delays, or claims incurred by the City to finish the work.

Contractor will store, contain, or remove all debris, materials, tools, equipment and vehicles at the end of each day so that no hazardous or dangerous situations are created within the work location and surrounding area.

Contractor will promptly and within 7 days of receiving notice thereof repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired within 7 days of receiving notice thereof, the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs within 10 days of completion of the repairs.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

If the Contractor shall fail to complete the work within the contract time, or an extension of time granted by the City, the Contractor will pay to the City the amount for liquidated damages as specified in the schedule below for each calendar day that the Contractor shall be in default after

the time stipulated in this contract document. The amount specified in the schedule is agreed upon, not as a penalty, but as liquidated damages for the loss to the City of Belton and the public of the use of the facility as designated. This amount will be deducted from any money due to the Contractor. The Contractor and Contractor’s surety will be liable for all liquidated damages.

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

**ARTICLE VII  
RESPONSIBILITIES**

The City shall provide all information or services under their control with reasonable promptness and designate the Public Works Director, or their designee (in writing) to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor’s responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified.

All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site will meet the minimum requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution).

All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed and shall be responsible for his employees. Contractor will also supervise and direct the work performed by sub-contractors and their employees and be responsible for the work performed by sub-contractors hired by the contractor.

Contractor agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any sub-contractors hired will obtain the necessary licenses and permits as required.

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

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

#### **ARTICLE VIII TERMINATION OF AGREEMENT**

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, certified facsimile or e-mail. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or e-mail.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Contractor at the address listed below.

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

**ARTICLE IX  
ARBITRATION**

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third-party attorney in good standing and licensed to practice law in Missouri to arbitrate the issue. Resolution of the issue will be binding upon both parties.

**ARTICLE X  
WARRANTY**

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed for a period of two (2) years from the date of substantial completion. Contractor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with bid specifications.

**ARTICLE XI  
REQUIRED SAFETY TRAINING**

- A. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.
- B. All on-site employees of a contractor or subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project and their employers will be subject to penalties as described in the Act.
- C. Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

**ARTICLE XII  
NOTICE OF PENALTIES FOR FAILURE TO PROVIDE SAFETY TRAINING**

- A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section XI above.

- B. The penalty described in Subsection “A” of this Section shall not begin to accrue until the time periods described in Sections XI “B” and “C” above have elapsed.
- C. Violations of Section XI above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

**ARTICLE XIII**  
**AFFIDAVIT of WORK AUTHORIZATION**

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

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

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

**ARTICLE XIV  
ENTIRE AGREEMENT**

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

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

**IN WITNESS WHEREOF**, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

SEAL)

**THE CITY OF BELTON, MISSOURI**

By: \_\_\_\_\_  
Mike Ekey, Assistant City Manager

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

SEAL)

**CONTRACTOR'S NAME**

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

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

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

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

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

## APPENDIX A SCOPE OF SERVICES AND SPECIAL PROVISIONS

### Wayfinding Signage

A non-mandatory Pre-Bid Meeting will be held on Monday **Dec. 9 at 9am**, at the Belton City Hall Annex in the Conference Room.

#### ANTICIPATED SCOPE OF SERVICES:

The City of Belton is seeking a vendor to design, fabricate and install four wayfinding signs. The project goal is to remove and dispose of the existing metal directional signs with updated wayfinding signage (Destination Directional signage as modeled in Appendix A-1). The locations for installation are marked in orange in Appendix A-2. While the City has a specific vision for how the signs should look, the City will rely on the vendors expertise and knowledge on specific materials and install method to ensure that these signs can standup to the weather and other conditions.

#### ADDITIONAL BIDDING INFORMATION

*Project questions:* All questions regarding the bidding of this project must be submitted to Mike Ekey, City of Belton, by phone at 816-892-1263 or by email at [MEkey@Belton.org](mailto:MEkey@Belton.org).

**All questions must be received (3) days prior to the bid opening.**

Project is tax exempt.



## APPENDIX A-1

The design and look of the wayfinding signage should be roughly inline with what is displayed here. The method for attachment/install (the light pole) is not to be taken a literal as it was only used as an example.

The City will rely on the vendor to advise on the best methods for install.

Install locations (next page) include:

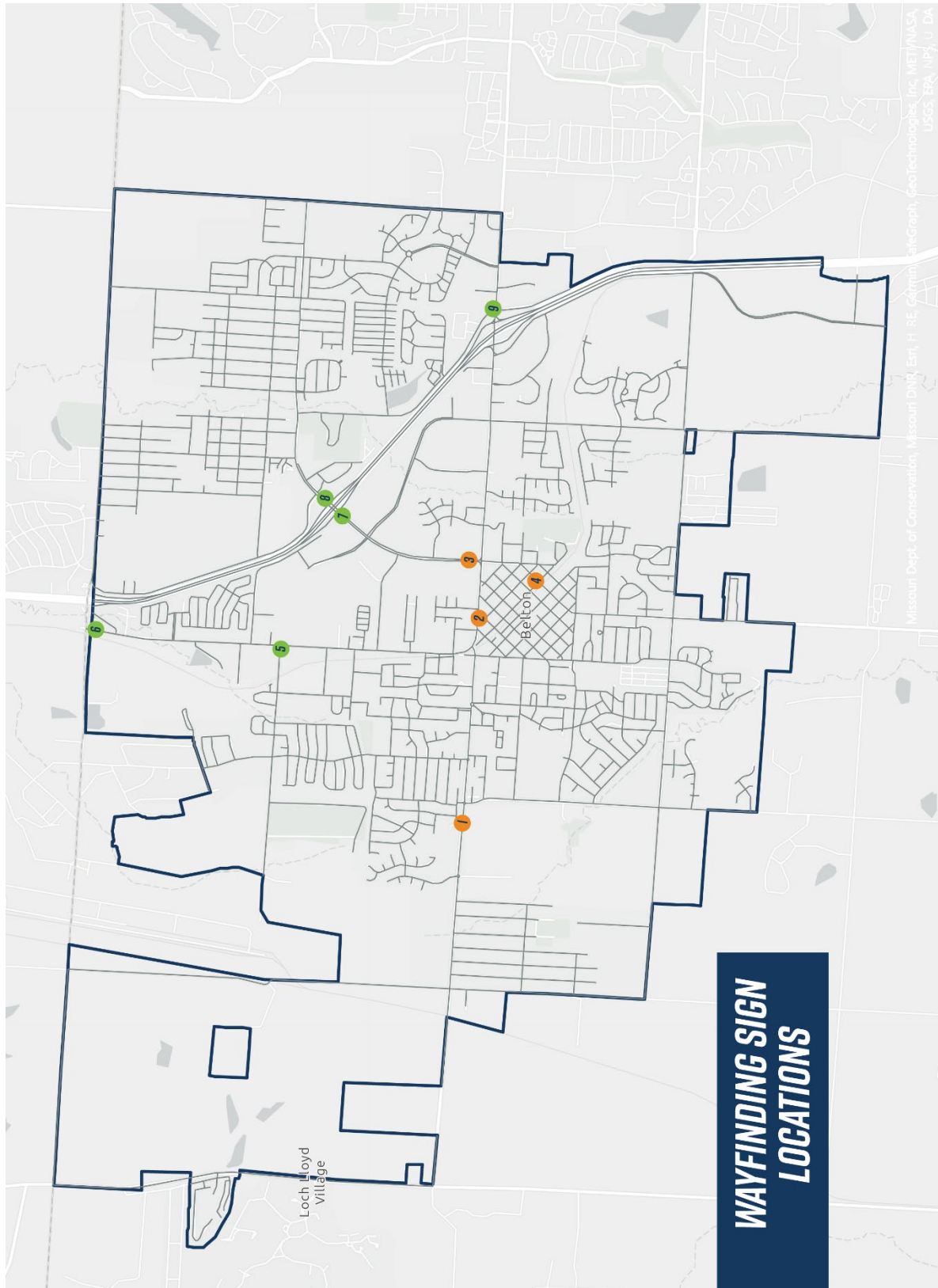
1. 58 Highway and S. Cleaveland
2. 58 Highway and B St.
3. 163<sup>rd</sup> Street and Givan Ave.
4. Y Highway/Cedar and Commercial

Additional wayfinding locations have been identified (Green 6-9) and could be submitted as alternate bids.



***DESTINATION DIRECTIONAL***

## APPENDIX A-2



## APPENDIX B

### General Terms and Conditions

#### A. *Procedures*

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

#### B. *Contract Award*

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

#### C. *Contract Period*

Award of this contract is anticipated prior to the end of January 2025.

#### D. *Insurance*

The Contractor shall procure, maintain, and provide proof of insurance coverages for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Belton by the Bidder/Contractor, its agents, representatives, employees, or subcontractors. The City of Belton shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). All coverage for the City shall be written on a primary basis without contribution from the City's coverage. A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. All policies shall be issued on an occurrence form.

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

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

- iii. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,500,000
  - iv. No Contractual Liability Limitation Endorsement
  - v. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent
- b. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:
- Workers Compensation Statutory
  - Employers Liability
  - \$100,000 accident with limits of:
  - \$500,000 disease-policy limit
  - \$100,000 disease-each employee
- c. Commercial Automobile Liability Insurance: with a limit of \$2,500,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be written on an "occurrence" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Professional.

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

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

- e. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Professional shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds. The certificate shall be on the City's Standard Certificate of Insurance Form furnished in Attachment 2 or its equivalent.

- f. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better and are licensed or approved by the State of Missouri to do business in Missouri.
- g. Regardless of any approval by City, it is the responsibility of the Contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Contractor's failure to maintain the required insurance in effect, City may order Contractor to immediately stop work, and upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

**B. *Hold Harmless Clause***

The Bidder/Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Belton, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

**C. *Exemption from Taxes***

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

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

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

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

*E. Invoicing and Payment*

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

Invoice shall be based on the following schedule:

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

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

*F. Cancellation*

The City of Belton reserves the right to cancel and terminate this contract in part or in whole without penalty upon thirty (30) days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

*G. Contractual Disputes*

The Contractor shall give written notice to the City of Belton of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Belton shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

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

*H. Severability*

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

*I. Applicable Laws*

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

J. *Drug/Crime Free Workplace*

The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents performing services on City of Belton property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession, or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes);
3. Any crimes committed while on City property

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Belton in addition to any criminal penalties that may result from such conduct.

K. *Inspection*

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

L. *Escalation of Fees*

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

M. *Safety Training*

Contractors are informed that the project is subject to the requirements of Section 292.675, RSMo that requires all Contractors or Subcontractors doing work on the project to provide and require its on-site employees to complete a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations that is at least as stringent as an approved OSHA program. All on-site employees of a Contractor or Subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project and their employers will be subject to penalties as described in the Act.

N. *Permits/Certificates*

The successful Contractor shall be responsible for obtaining all permits and for incurring all expenses associated with those permits prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the Business License required of all vendors doing business within the City limits of Belton (unless otherwise directed by the City Clerk). This permit can be obtained from the office of the City Clerk, 506 Main Street, Belton, Missouri 64012.

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

Class A and B Contractors, Electricians, Plumbers, and Mechanical Contractors who held a 2012 Belton Business License must provide proof of at least eight (8) continuing education credits (CEU) related to the trade for which the license was issued within the last year.

O. *Mobilization, Bonds, and Insurance*

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

Payment shall be made on the following schedule.

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

P. *Bid Bond*

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

Q. *Performance Bond*

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Performance Bond in penal sum equal to the amount of the contract price conditioned upon the performance by the Contractor of all undertakings, covenants, terms,



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

R. *Maintenance Bond*

Prior to acceptance of the project, the Contractor shall furnish the Owner with a Maintenance Bond in penal sum equal to an amount of one half (50%) of the contract price that shall remain in full force and effect for a period of two (2) years from the date of project acceptance. The Maintenance Bond shall guarantee all materials and equipment furnished and work performed shall be free of defects due to faulty materials or workmanship and that the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to the parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so with all costs including administration fees going against the Maintenance Bond. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

S. *Rejection of Bids*

The City reserves the right to reject any and all bids, to waive technical defects in the bid, and to select the bid deemed most advantageous to the City.

T. *Release of Information*

Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

U. *Affidavit of Work Authorization and Documentation*

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

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

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

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

# ATTACHMENT 1

## AFFIDAVIT OF WORK AUTHORIZATION

(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

**EMPLOYEE:** Any person performing work or service of any kind or character for hire within the State of Missouri.

**FEDERAL WORK AUTHORIZATION PROGRAM:** Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

**KNOWINGLY:** A person acts knowingly or with knowledge,  
(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist;  
or  
(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

**UNAUTHORIZED ALIEN:** An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor:

\_\_\_\_\_

Company:

\_\_\_\_\_

Address:

\_\_\_\_\_

- 1 I am of sound mind and capable of signing this Affidavit and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Belton: Project #XX-XXX.

- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
- 4 Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

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

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

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

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

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

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

*PLEASE NOTE:* Acceptable enrollment and participation documentation consists of the following two (2) pages of the E-Verify Memorandum of Understanding:

- 1 A valid, completed copy of the first page identifying the Contractor; and
- 2 A valid copy of the signature page completed and signed by the Contractor, the Social Security Administration, and the Department of Homeland Security - Verification Division.



**Certificate of Insurance**

**ATTACHMENT 2**

Public Works Department  
506 Main Street  
Belton, Missouri 64012

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

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

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATES	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
	<b>General Liability</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Premises --Operations <input checked="" type="checkbox"/> Explosions and Collapse Hazard <input checked="" type="checkbox"/> Underground Hazard <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury			Bodily Injury	\$	\$
				Property Damage	\$	\$
				Bodily Injury Property Damage Combined	\$	\$
				Applies to Products/Completed Operations Hazard		\$ (Personal Injury)
	<b>Auto Liability</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-Owned			Bodily Injury (Each Person)	\$	
				Bodily Injury (Each Occurrence)	\$	
				Property Damage	\$	
				Bodily Injury and Property Damage Combined	\$	
	<b>Excess Liability</b> <input checked="" type="checkbox"/> Umbrella Form <input checked="" type="checkbox"/> Other than Umbrella Form			Bodily Injury and Property Damage Combined	\$	\$
	<b>Worker's Compensation and Employers' Liability</b>			Statutory		
	<b>Other</b>				\$	(Each Accident)

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

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

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

<b>NAME AND ADDRESS OF CERTIFICATE HOLDER:</b> City of Belton, Missouri Public Works Department 506 Main Street Belton, Missouri 64012
----------------------------------------------------------------------------------------------------------------------------------------------------

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

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

