

RESOLUTION NO. 01-2021

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI APPROVING AN AGREEMENT BETWEEN THE CITY OF CLINTON AND ATHCO, LLC.

WHEREAS, the City of Clinton wishes to enter into an Agreement with ATHCO, LLC for design and construction of an inclusive playground; and

WHEREAS, ATHCO was selected for the project through a design-build bid process;

NOW THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF CLINTON, MISSOURI AS FOLLOWS:

Section 1. The Agreement with ATHCO, LLC (Exhibit A), is hereby approved.

Section 2. The City Administrator is hereby authorized to execute said Agreement on behalf of the City of Clinton.

Read and passed this 2nd day of March, 2021.



Greg Lowe, Mayor

ATTEST



Wendee Seaton, City Clerk



CONTRACTOR MASTER SERVICES AGREEMENT- INCLUSIVE PLAYGROUND

THIS AGREEMENT dated this 2nd day of March, 2021 by and between the City of Clinton, (herein "City") and Athco LLC (herein "Contractor").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the City in writing, the Contractor shall provide the City design and installation of an accessible playground, including all necessary site preparation, as specified in the City's Request for Proposals, and Contractor's Proposal and Scope of Work submitted to the City and the Contractor shall provide the City, as applicable, with the services, reports, specifications, and other work outlined. A copy of the approved plan, proposal for work, and schedule of equipment are attached and incorporated herein. In the event of conflict, this Contract and the Request for Proposals shall govern. Contractor agrees to provide all such products and services in a timely manner as established by the City in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of City directives. Contractor agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon the Scope of Services described, the City's Request for Proposal and Project Specifications, or by further scope of work which is approved by the City in writing. No work shall be performed nor shall compensation be paid for Contractor work performed without a City approved written proposal services. Proposals for additional services shall be in written form and shall be specifically responsive to the criteria provided by the City. All work performed by the Contractor, based upon City approved proposals submitted by the Contractor, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the City and Contractor in writing. All proposals for work submitted to the Contractor by the City for work may contain the following:

- 1.1 **Scope of Services** – Each additional proposal for services shall contain a description, including any applicable drawings, of work to be performed by the Contractor. When the City provides the Contractor with a written and/or graphic request for proposal, the Contractor's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Contractor shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Contractor does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the City shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Contractor to provide optional services, the Contractor's proposal shall respond to the options requested, or provide reasons why the Contractor cannot provide or respond to the request for optional services.
- 1.2 **Time for Completion** – Each additional proposal for services shall contain a description of the estimated time to complete each task or item of work to be performed by the Contractor under the proposal. When the City provides the Contractor with a written and/or graphic request for proposal, the Contractor's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal unless otherwise specified in a specific

proposal. All work contemplated shall be completed in the time specified in the proposal, which is fully incorporated herein.

1.3 **Compensation** - Each additional proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the City or City's representative requests the Contractor to provide work on an hourly fee plus expense basis, the Contractor's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the City's request for proposal specifies otherwise.

1.4 **Signatures** - Contractor proposals for services under this agreement shall be signed and dated by the Contractor or an authorized representative of the Contractor (as applicable), and shall be considered binding offers to contract open for acceptance by the City for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the City. All proposals for services under this agreement shall be on forms approved by the City; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of a City provided form, the signature block shall contain a signature line for the City by the City Administrator. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the City.

2. **Compensation** - In consideration for the Contractor's provision of services under this agreement, the City agrees to compensate the Contractor for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the proposal for the project for which compensation is sought. No increases in the rates and charges set forth in the proposal shall be permitted without the written authorization of the City. Payments shall be made within thirty (30) days of receipt of invoice by the City. Invoices shall be submitted periodically as mutually agreed upon by the City and Contractor, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Contractor's proposal approved by the City. When periodic requests for payment are made, they shall only reflect charges for services already complete. City may retain five percent (5%) of any partial payment pending final completion of the proposed services to correct any

deficiencies in performance. The City reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The City further reserves the right to withhold payments for unperformed services or services not performed on a timely basis in accordance with the Contractor's proposal when delays in performance of services are not attributable to the City, or as a result of a billing dispute between the City and Contractor. No penalty shall be assessed to City for such amounts withheld until after any dispute is resolved in Contractor's favor.

3. **City Responsibilities** - City agrees to furnish Contractor with all current and available information for each project assigned to Contractor, along with any information necessitated by changes in work or services initiated by the City which may effect services rendered hereunder. Contractor shall notify City of all information it may require from City or other contractors and contractors of City sufficiently in advance so as to avoid delay of the work to be completed by Contractor.

4. **Coordination of Work and Work Product** - Contractor shall coordinate all work with the City's designated representative for each project assigned to Contractor and submit to the City's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the City shall be considered the property of the City. When available and requested by the City, work product shall be provided in electronic form at actual cost in media compatible for use with City software and equipment, and Adobe .pdf format shall be acceptable.

5. **Protection of Work, Property and Persons** - The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with their services provided under this Agreement. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all of its employees providing work under this Agreement and other persons who may be affected thereby, all the provided services and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA), any State Safety and Health agency requirements, and City's Construction Safety Plan.

5.1 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the services, all necessary safeguards for safety and protection. The Contractor will notify City of adjacent utilities when prosecution of the request for proposal 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 any person directly or indirectly employed by any of them or anyone for whose acts they may be liable.

5.2 In emergencies affecting the safety of persons or the scope of work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the City, shall act to prevent threatened damage, injury or loss. The Contractor will give the City prompt written notice of any significant changes in the scope of work caused thereby, and a change order shall thereupon be issued covering the changes and deviations involved.

- 5.3 All Contractors entering into contracts for public works shall require all employees on the work site to complete ten hours of training pursuant to Section 292.675 RSMo within sixty days of beginning work on the project.

Any Contractor violating the training requirements of Section 292.675 RSMo shall forfeit as a penalty to the public body on whose behalf the contract is made the sum of \$2,500.00 plus \$100.00 for each violating employee, per day. These penalties shall accrue on expiration of the time limits set forth in Sections 292.675.2 and 292.675.3 RSMo.

All sums due for such forfeiture and penalty shall be withheld from payments owed under the Contract. No payment otherwise due shall be made during any term of uncorrected violations of Section 292.675 RSMo and no interest or penalties shall accrue on any such unmade payment.

- 5.4 The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of the project would cause any activity by Contractor or any other party within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the City, its officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to contractors having a contract with Contractor or a subcontract for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act.

6. **Insurance Requirements** - Contractor shall purchase and maintain such insurance as will protect if from claims set forth below which may arise out of, or result from the Contractor's work, whether such execution be by the Contractor, any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone whose acts any of them may be liable:

- 6.1 **Workers Compensation** - Claims under workmen's compensation, disability benefit and other similar employee benefit acts in amounts required by law. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the workmen's compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.
- 6.2 **Bodily Injury** - Claims for damages because of bodily injury, occupational sickness or disease, or death of employees in the amounts required by law.
- 6.3 **Personal Injury** - Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person.
- 6.4 **Third Person Bodily Injury** - Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees in the amount of at least \$441,130.00

per person and \$2,940,868.00 per occurrence, or such amounts as are annually listed as the governmental immunity waiver in Section 537.610, RSMo., as annually listed.

6.5 **Automobile Coverage** - Claims for damages because of injuries to persons and property arising out of the operation of the following in the execution of projects:

- a) Contractor's own automobiles and trucks,
- b) Hired automobiles and trucks, and
- c) Automobiles and trucks now owned by the Contract.

The insurance shall cover the use of the above mentioned automobiles and trucks both on and off the site of the project. The minimum amounts of such insurance shall be the same as required for Public Liability and Property Damage Insurance.

6.6 **Public Liability and Property Damage** - Claims for damages because of damage to any property, building, or structure on or adjacent to the City's premises, or the injury to or destruction of property resulting from the project in the amount of at least \$441,130.00 per person and \$2,940,868.00 per occurrence, or such amounts as are annually listed as the governmental immunity waiver in Section 537.610, RSMo., as annually listed.

6.7 **Excavation or Underground Construction** - When any project to be performed under this agreement involves excavation or other underground construction, the Property Damage Insurance provided shall cover all injury to or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the Contractor's operations, Property Damage Insurance shall also cover the collapse of, or structural injury to, any buildings or structure on or adjacent to the City's premises, or the injury to or destruction of property resulting therefrom, caused by the removal of other buildings, structures, or supports, or by excavations below the ground where the construction of a new structure or the demolition of an existing structure involves any of the foregoing designated hazards and in all cases where this agreement provides for alternations in, additions to, or the underpinning of an existing structure or structures.

6.8 **Subcontractor** - The Contractor shall secure Contractor's Contingent or Protective Liability and Property Damage to protect the Contractor from any and all claims arising from the operations of subcontractor employed by the Contractor. The minimum amounts of such insurance shall be as required for Public Liability and Property Damage Insurance.

6.9 **Builder's Risk** - The Contractor shall secure "All Risk" type Builder's Risk Insurance for the work to be performed. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total Contract price. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft and smoke during the Contract, and until the work is accepted by the City. The policy shall name as the insured, as their interests may appear, the City, Contractor, and any Subcontractors. This provision shall in no way release the Contractor or Contractor's surety from obligations under the Contract to fully complete the work. Any proceeds paid to the City or other party under such policy shall be held and used by the party to replace the part of the Work which has been damaged.

Certificates of Insurance acceptable to the City shall be filed with the City prior to the commencement of any work assigned under this Agreement. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the City, and shall name the City as an additional insured by endorsement.

7. **Indemnification** - Failure of Contractor or subcontractor to obtain or maintain such insurance during this Agreement, or to provide proper proofs thereof upon request of the City, shall not diminish, waive or otherwise reduce the Contractor's obligations to maintain such insurance coverage and Contractor shall indemnify and hold the City and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Contractor, its agents, employees, or its subcontractors. In addition, any and all claims against the City or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits act. Further, Contractor shall hold City harmless from any failure by Contractor to complete their work in compliance with all applicable local, state and federal regulations.

8. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Contractor's proposal for services, the Contractor shall not delegate or subcontract any work to be performed by the Contractor under this agreement to any other person, business or entity without the express advance written approval of the City for such delegation or subcontract work.

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

8.2 The Contractor shall cause appropriate provisions to be inserted in all subcontracts related to this Agreement to bind subcontractors to the Contractor by the terms of this Agreement insofar as applicable to the work of the subcontractors and give the Contractor the same power in regards to terminating any subcontract that the City may exercise over the Contractor under any provision of this Agreement.

8.3 All subcontractors shall be required to comply with the General Insurance Provisions of Section 6 of this Agreement, and Contractor shall cause appropriate provisions to be inserted in all subcontracts related to this Agreement to bind subcontractors to said requirements.

9. **Records and Samples** - To the extent not otherwise transferred to the City's possession, Contractor agrees to retain and provide the City with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Contractor agrees to either retain all test products or samples collected by or submitted to Contractor, or return same to the City as mutually agreed upon. In absence of agreement, Contractor shall not dispose of test samples or products without notice to or consent by the City or the City's representative.

10. **Additional Services** - No compensation shall be paid for any service rendered by the Contractor considered an additional service beyond the scope of services approved by the City unless rendition of that service and expense thereof has been authorized in writing by the City in advance of performance of such service. Any additional services performed by the Contractor prior to such authorization by the City shall be deemed a part of basic services for work performed under a City approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Contractor shall be entitled to no additional compensation.

11. **City Authorization** -When the term City is used in this agreement, it shall mean the government of the City of Clinton, or the City of Clinton City Council, as the context requires. Authorization by the City shall mean written instruction from the City Council or the City Administrator. It is further understood and agreed that no person or party is authorized to bind the City to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the City Council or City Administrator. In this regard, it is understood and agreed that the Contractor shall not be entitled to rely upon verbal representations by any agent or employee of the City in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved in writing. When the term City's representative is used, it shall mean the City Administrator.

12. **Period of Services and Termination** – The period of performance under this agreement shall be substantial completion on or before September 1, 2021 or such other period as is mutually agreed in writing for any additional scope of work.. The City may and reserves the right to terminate this agreement at any time with or without cause by giving the Contractor written notice of termination. Upon receipt of such notice, Contractor shall discontinue all services in connection with the performance of services authorized under this agreement or City approved proposal for services and City shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Contractor shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Contractor shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the City questions the extent of work on a final invoice, the Contractor shall give the City the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Contractor prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Contractor upon not less than seven days written notice in the event the City shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Contractor. In the event of termination by the Contractor, the other provisions concerning termination contained in this paragraph shall be applicable. The terms of this Contract, as it relates to additional scopes of work approved by the City, shall remain in force for a period of twelve months, with time for completion set forth in each approved additional proposal for work.

13. **Prevailing Wage** - The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.

13.1. The Contractor and any authorized Subcontractor shall keep an accurate record showing names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by representatives of the Labor & Industrial

Relations Commission and the City. The payroll records shall not be destroyed or removed from the State for at least one (1) year after completion of this Agreement.

13.2. Throughout the life of this agreement, a copy of the wage determination and the rules promulgated by the Labor & Industrial Relations Commission of Missouri shall be displayed at the site of the project in at least four (4) conspicuous places on the project under a heading of NOTICE with the heading in letters at least one inch (1") high.

13.3 Pursuant to Section 290.250 RSMo, the Contractor shall forfeit to the City as a penalty, one hundred dollars (\$100.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the Contract, by them or by any Subcontractor under them.

13.4. After completion of the project and before final payment on an approved proposal of services can be made under this Agreement, the Contractor and any authorized Subcontractor must file with the City an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Section 290.210 to 290.340 RSMo.

13.5 During the life of this Agreement, the prevailing hourly rate of wages is subject to change by the Labor and Industrial Relations Commission or by court decision, as provided by law. Any such change shall not be the basis of any claim by the Contractor against the City, nor will deductions be made by the City against sums due the Contractor by reason of such changes. The following prevailing wage rate determination made by the Division of Labor Standards, Labor & Industrial Relations Commission, is reproduced verbatim and is applicable to this Agreement.

13.6 During the term of any order from the Department of Labor concerning excessive unemployment, the provisions of Sections 290.550 through 290.580 RSMo shall be observed by Contractor.

14. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Henry County, Missouri and that Henry County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

15. **Certification of Lawful Presence / Work Authorization** - Contractor will complete the required certifications of lawful presence and, if the project is to exceed \$5,000.00, shall complete and return the Work Authorization Certification attached hereto. Contractor shall indemnify and hold harmless the City and its officials, agents and employees from all costs and liabilities incurred as a result of Contractor's failure, or failure of its employees, agents or Sub Contractors, to comply with Section 285.530 RSMo regarding unauthorized aliens, Section 208.009 RSMo regarding contracts with public entities, Section 292.675 RSMo regarding OSHA training for Public Works, to the extent the same are applicable during the term of this Agreement. Attached hereto are certifications of compliance required.

16. **Nature of Relationship** - Contractor herein is an independent contractor and shall not act as an agent for the City, nor shall Contractor be deemed to be an employee of the City for any purposes whatsoever. The Contractor shall not enter into any agreement or incur any obligations on the City's behalf or commit the City in any manner.

17. **Conflict of Interest** - Contractor hereby covenants that at the time of execution of this Agreement it has no other contractual or employment relationships which would create any actual or perceived conflict of interest. The Contractor further agrees that during the term of this Agreement neither the Contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict. Contractor shall complete the required Conflict of Interest Form attached hereto and shall have an affirmative duty to update said form if there are any changes to the answers provided therein during the term of this Agreement.

18. **Performance and Payment Bonds** - Contractor shall obtain Performance and Payment Bonds in amounts equal to the total compensation called for under this Agreement, for any work that exceeds \$50,000.00. Such bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state of Missouri and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these bonds shall be borne by the Contractor. If at any time a surety on any such bond is declared bankrupt or loses its right to do business in the state of Missouri 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. The premiums on such bonds shall be paid by the Contractor. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

19. **Miscellaneous** -

- a) This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.
- b) A Missouri Sales Tax Exemption is provided for by Missouri State Statutes 144.062, which allows for a sales tax exception to Contractor's construction, repairing or remodeling facilities or purchasing personal property and materials to be incorporated into and consumed in the construction of projects for a tax exempt entity. The City shall furnish an exemption certificate for purchases in the construction, repair or remodeling project, to each Contractor or approved Subcontractor. No sales taxes shall be charged to the City for any materials used in the work.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

CONTRACTOR

CITY OF CLINTON

Brad Mohr
BY:

Christina A. Maggi
Christina A. Maggi, City Administrator

DATE: 4-22-21

DATE: 3/3/2021



**REQUEST FOR PROPOSALS
FOR
INCLUSIVE PLAYGROUND**

PHASE I SUBMITTAL DUE 10:00 AM, THURSDAY, OCTOBER 31, 2019

The City of Clinton is requesting proposals for an Inclusive Playground Project utilizing the design-build method (RSMo.67.5060), a three (3) phase process. This RFP is for Phase I only. Information regarding Phase II and Phase III is being provided now so design-builders will understand the entire process.

Project Information

About Inclusive Design: Play has never been interested in race, gender, age, or ability. So when designing for play, it only makes sense that we design for everyone. A truly inclusive design includes a balance of play experiences that are beneficial to children of all abilities, at all stages of development and at all levels of sensory engagement. Incorporating graduated challenges allows all children to experience important feelings of accomplishment without leaving anyone out. Including opportunities for parallel play and creating multiple routes that accommodate differing abilities while encouraging camaraderie.

Project Description: An inclusive playground with a minimum of 8,000 s.f. will have various pieces of certified inclusive play equipment, suitable for 2-12 year olds, on a fully accessible poured in place safety surface over a concrete slab. Non-impact areas such as the music area could have a concrete surface. A commercial grade 4 ft. vinyl coated chain-link fence on the exterior edge of the playground with 2 access points and a 1 ft. wide concrete buffer area between the perimeter of the playground and the grass.

Budget: Total project budget is estimated to be \$500,000. The City has received a Land and Water Conservation Fund (LWCF) grant for this project and other funding sources will be pursued and considered.

Schedule: Contingent on the schedule for approval of grants and other funding sources.

Phase I

1. Submit a statement of qualification that shall include, but not be limited to:
 - a. Demonstrated ability to perform projects comparable in design, scope, and complexity;
 - b. Experience in inclusive design for playgrounds;
 - c. Drawings or photos of comparable projects completed by the design-builder;
 - d. References of owners for whom the comparable design-build projects have been performed;
 - e. Qualifications of personnel who will manage the design and construction aspects of the project with preference given to inclusive design project experience;
 - f. The names and qualifications of the primary design consultants and the primary trade contractors with whom the design-builder proposes to subcontract or joint venture, such as the safety surface, accessible restrooms, etc.;
 - g. Experience with LWCF funded projects;
 - h. The names, qualifications and roles of other organizations with whom the design-builder proposes to involve in the project, such as funding sources, promotional services, inclusive program partners, etc.

2. Submissions will be evaluated based on qualifications (maximum of 50 points):
 - a. Comparable inclusive design projects – 10 points
 - b. Primary design consultant – 5 points
 - c. Primary trade contractor – 5 points
 - d. LWCF grant experience – 5 points
 - e. Inclusive design experience – 15 points
 - f. Additional inclusive design programming options available – 10 points
3. Price or fees shall not be a part of the submission or evaluation criteria.
4. Two (2) to five (5) qualified design-builders will be selected to move forward to Phases II and III of the process.

Submit Phase I materials to Wendee Seaton, 105 E. Ohio, Clinton MO 64735, no later than 10:00 a.m., Thursday, October 31, 2019.

***Note:** This is an equal opportunity bidding event and MBE/WBE firms are encouraged to respond. Federal funds will be used to assist in the development of this project.*

FOR INFORMATION ONLY AT THIS TIME

Phase II

1. Two (2) to five (5) design-builders will be invited to submit a design for the described project. (See Attachment A for design specifications)
2. Design-builder must schedule a site visit prior to submitting design unless the site visit has already been done.
3. Submissions will be evaluated and scored based on (maximum of 120 points):
 - a. Compliance with inclusive design requirements – 30 points
 - b. Functionality – 15 points
 - c. Appeal – 75 points
4. Price or fees shall not be a part of the submission or evaluation criteria.

Phase III

1. The cost of design and construction (See Attachment A).
2. Cost shall be submitted concurrently with Phase II, but in a separate, sealed envelope.
3. Submissions will be evaluated and scored based on cost – 80 points [RSMo 67.5060.1(14)(4)].

Project Award

The responsive design-builder with the highest number of points will be awarded a contract, if the City determines it is in the best interest of the City to proceed with the project. A stipend will be paid per RSMo 67.5060.1(15).

ATTACHMENT A

PHASE II – DESIGN SPECIFICATIONS

Instructions

Provide a site plan that incorporates the items listed below. The locations of the various pieces of equipment should be identified on the plan. Photos, illustrations, video, etc. showing equipment and surface options may be included, also.

Site

1. Minimum of 8,000 s.f. inclusive playground area with poured in place surface, compliant with play equipment requirements. Non-impact areas such as the music station could have a concrete surface.
2. 4 in. concrete slab over 4 in. compacted rock base
3. 1 ft. wide concrete buffer around perimeter
4. 4 ft. vinyl-coated commercial grade chain-link fence on exterior edge of concrete, with 2 access points
5. A minimum of 4 benches
6. Site grading for elevation changes to access equipment, if necessary

Equipment

1. Mixture of standard and inclusive equipment providing interactive play among all children. Inclusive equipment must include required construction material and widths. Types of equipment should include:
 - a. Slides; at least one rolling slide
 - b. Climbing structures; at least one with wheelchair transferability
 - c. Spinning equipment; at least one multiuser with wheelchair access and speed control
 - d. Activity panels; on ground level and in play unit(s)
 - e. Rockers or seesaw type equipment; at least one with wheelchair transferability
 - f. Transfer stations in appropriate locations
 - g. Secluded area(s) for children to desensitize; cave or tunnel areas
2. Swing set(s) with inclusive seats, tot seats, adult/child combo seats and multiuser seats
3. Musical instruments (area large enough to accommodate 5-6 instruments)
4. Optional area for 6-24 month olds to play
5. Other pieces of equipment to fully utilize the 8,000 s.f.+ area as recommended by the designer
6. 2-3 shaded areas for play and/or seating

PHASE III – COST

Instructions

In a separate, sealed envelope, provide the cost of the project as specified in Phase II. Prevailing wage and certified installers should be factored into the cost.



REQUEST FOR PROPOSALS FOR INCLUSIVE PLAYGROUND PHASES II AND III

PROPOSALS DUE NO LATER THAN 10:00 A.M. THURSDAY, NOVEMBER 21, 2019

The City of Clinton is requesting proposals for an Inclusive Playground Project utilizing the design-build method (RSMo.67.5060), a three (3) phase process. This RFP is for Phases II and III.

Project Information

About Inclusive Design: Play has never been interested in race, gender, age, or ability. So when designing for play, it only makes sense that we design for everyone. A truly inclusive design includes a balance of play experiences that are beneficial to children of all abilities, at all stages of development and at all levels of sensory engagement. Incorporating graduated challenges allows all children to experience important feelings of accomplishment without leaving anyone out. Including opportunities for parallel play and creating multiple routes that accommodate differing abilities while encouraging camaraderie.

Project Description: An inclusive playground with a minimum of 8,000 s.f. will have various pieces of certified inclusive play equipment, suitable for 2-12 year olds, on a fully accessible poured in place safety surface over a concrete slab. Non-impact areas such as the music area could have a concrete surface. A commercial grade 4 ft. vinyl coated chain-link fence on the exterior edge of the playground with 2 access points and a 1 ft. wide concrete buffer area between the perimeter of the playground and the grass.

Budget: Total project budget is estimated to be \$500,000. The City has received a Land and Water Conservation Fund (LWCF) grant for this project and other funding sources will be pursued and considered.

Schedule: Contingent on the schedule for approval of grants and other funding sources.

Phase II

1. Two (2) design-builders have been invited to submit a design for the described project. (See Attachment A for design specifications)
2. Design-builder is required to visit site prior to submitting design unless the site visit has already occurred. Contact Brad Combs, Parks & Recreation Director, 660-885-2181, to schedule the visit.
3. Submissions will be evaluated and scored based on (maximum of 120 points):
 - a. Compliance with inclusive design specifications – 30 points
 - b. Functionality – 15 points
 - c. Appeal – 75 points
4. Do not include prices or fees with Phase II materials.

Phase III

1. The cost of design and construction. (See Attachment B for instructions)
2. Cost shall be submitted concurrently with Phase II, in a separate, sealed envelope.
3. Submissions will be evaluated and scored based on cost – 80 points [RSMo 67.5060.1(14)(4)].

ATTACHMENT A

PHASE II – DESIGN SPECIFICATIONS

Instructions

Provide a site plan that incorporates the items listed below. The locations of the various pieces of equipment should be identified on the plan. Photos, illustrations, video, etc. showing equipment and surface options may be included, also.

Site

1. Minimum of 8,000 s.f. inclusive playground area with poured in place surface, compliant with play equipment requirements. Non-impact areas such as the music station could have a concrete surface.
2. 4 in. concrete slab over 4 in. compacted rock base
3. 1 ft. wide concrete buffer around perimeter
4. 4 ft. vinyl-coated commercial grade chain-link fence on exterior edge of concrete, with 2 access points
5. A minimum of 4 benches
6. Site grading for elevation changes to access equipment, if necessary

Equipment

1. Mixture of standard and inclusive equipment providing interactive play among all children. Inclusive equipment must include required construction material and widths. Types of equipment should include:
 - a. Slides; at least one rolling slide
 - b. Climbing structures; at least one with wheelchair transferability
 - c. Spinning equipment; at least one multiuser with wheelchair access and speed control
 - d. Activity panels; on ground level and in play unit(s)
 - e. Rockers or seesaw type equipment; at least one with wheelchair transferability
 - f. Transfer stations in appropriate locations
 - g. Secluded area(s) for children to desensitize; cave or tunnel areas
2. Swing set(s) with inclusive seats, tot seats, adult/child combo seats and multiuser seats
3. Musical instruments (area large enough to accommodate 5-6 instruments)
4. Optional area for 6-24 month olds to play
5. Other pieces of equipment to fully utilize the 8,000 s.f.+ area as recommended by the designer
6. 2-3 shaded areas for play and/or seating



slr
landscape
structures

Clinton Inclusive Playground

1111391-01-06-01 • 02.17.2021

AATHCO
Your Premier Athletic & Recreation Source

©2021 Landscape Structures. All Rights Reserved.

PHASE III – COST

Instructions

In a separate, sealed envelope, enclose the attached bid form, with all supporting price documentation for the project as specified in Phase II. Design-builder should be aware of the following:

Site

All costs associated with materials and construction should be included. An itemized list of the site features in the Design Specifications and the cost of each shall be included.

Equipment

An itemized list of all equipment should be included. The list shall identify the individual pieces of equipment and cost of each piece of equipment.

Installation

Certified installers should be factored into the cost.

Prevailing Wages

The project is subject to the Missouri Prevailing Wage Act, Sections 290.210 to 290.340, RSMo. All bids shall be made in compliance with the Missouri Prevailing Wage Act, using Wage Order No. 26 (attached).

ADDITIONAL INFORMATION

Project Award

The responsive design-builder with the highest number of points will be awarded a contract, if the City determines it is in the best interest of the City to proceed with the project. A stipend will be paid per RSMo 67.5060.1(15) to all design-builder(s) who do not receive a contract.

Project Funding

The City has received a Land and Water Conservation Fund (LWCF) grant for this project. Other funding sources will be pursued and considered. The project is contingent on acquiring the necessary funding.

REQUIREMENTS FOR THE SUCCESSFUL DESIGN-BUILDER

Construction Safety Training

Bidders 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 (1) provide; and (2) 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. The training must be completed within sixty (60) days of the date 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.

Federal Work Authorization Program and Proof of Lawful Presence

- Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00), the successful bidder 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.
- E-Verify is a qualified federal work authorization program. Additional information about E-Verify can be found at www.uscis.gov/everify.
- Bidders shall also sign and submit with the bid an affidavit (Exhibit C) affirming that it does not and will not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

Bonds

Payment Bond: The successful bidder shall furnish to the City a payment bond with good and sufficient sureties to cover the cost for payment of the following:

- Any and all materials incorporated, consumed, or used in connection with the construction of the Work; and
- All insurance premiums, both for compensation, and for all other kinds of insurance, for the Work; and
- All labor performed in the Work, whether by subcontractor or otherwise.

Performance Bond: The successful bidder shall provide the City a performance bond guaranteeing that the contract for the Work will be completed according to its terms, including price and time, with good and sufficient sureties to cover 100% of the cost of the entire construction contract, including, if authorized, increases to cover change orders to such contract.

Maintenance Bond: The successful bidder shall provide the City a two (2) year maintenance bond guaranteeing that the work done by the contractor is high quality and will last for at least as long as the bond is in place.

Insurance

Commercial General Liability: A limit not less than the City's sovereign immunity limits, which currently are \$429,799 per person for each occurrence and \$2,865,330 general aggregate limit. It shall have an endorsement that includes property damage coverage for property in the care, custody or control of the Contractor.

Commercial Automobile Liability: A minimum \$1,000,000 combined single limit for bodily injury and property damage, covering all owned, non-owned, or hired automobiles used in the course of the Contractor's business.

Workers' Compensation: Compliance with any and all statutes requiring such coverage in the State of Missouri.

Employer's Liability: A minimum amount of \$1,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy aggregate.

City Business License Requirement

The successful bidder and all sub-contractors will be required to obtain or prove possession of a valid business license issued by the City of Clinton pursuant to Sec. 27-42 of the City Code.

Other Requirements

This is an equal opportunity bidding event and MBE/WBE firms are encouraged to respond. Federal funds will be used to assist in the development of this project.



INCLUSIVE PLAYGROUND – PHASE III

BIDS TO BE RECEIVED NOT LATER THAN:

10:00 a.m., Thursday, November 21, 2019

Project Description	Total Project Cost
---------------------	--------------------

Inclusive playground project

\$499,825.00

Please see notes / remarks on following page --

The City of Clinton reserves the right to reject any and all bids or waive minor irregularities.

The undersigned hereby offers to furnish and deliver the products and services as specified at the prices and terms stated in the submittal and in strict accordance with the specifications and requirements of the Request for Proposals, which has been read and is a part of this bid.

I understand the City has 60 days from bid opening to award a contract, which shall be prepared by the City of Clinton and which will be contingent on the City receiving remaining funds for the project.

SIGNATURE

Name/Company: Athco LLC / Collin Anderson

Phone #: 913-469-5600

Email: canderson@athcollc.com

Date: 11/21/2019

By: 
(Authorized Representative)
Collin Anderson, Sales Consultant



Proposal

Date: 2/18/2021

All prices subject to acceptance within 30 days

TO: CITY OF CLINTON
105 E. OHIO ST.
CLINTON, MO 64735

Prepared By	Regarding	Payment Terms	Exp. Date
Collin Anderson	Inclusive Playground Design	Net 30 days	30 days from signed Proposal

Qty.	Description	Unit Price	Line Total
1	Landscape Structures Design #1111391-01-06		\$310,415.00
8,356 Sq. Ft.	Poured In Place Safety Surfacing w/ 4" Concrete Base over aggregate; 50-50 mix of black rubber and standard color of choice <ul style="list-style-type: none"> Includes 12" concrete perimeter curb (356 linear feet) 		\$174,580.00
	Site Prep, Drainage, Fence, Misc. <ul style="list-style-type: none"> Includes black vinyl coated chain link fence w/ total of two gates; 4' height; 356 linear feet 		\$27,100.00
All the above for the sum of			\$512,095.00
Installation			Included
Freight			Included
Sales Tax			N/A
Total			\$512,095.00

Quotation prepared by: Collin Anderson _____

REMARKS: **Assumes no rock at footing locations. Assumes good access to site location. Assumes no utilities in area. Site utilities moved by others if required.**

Current "Tax Exemption Certificates" required when placing orders for materials only

Proposals with labor (installation/repairs) are subject to Sales Tax unless a "Project Tax Exemption Certificate" is provided when placing the order

****A convenience fee of 3% will be added for all credit card transactions over \$1,000****

To accept this quotation, sign here and return: _____ *Christina A. Maggi*

Thank you!

ATHCO, LLC

Your Premier Athletic & Recreation Resource

November 21, 2019

City of Clinton
1004 East Sedalia Avenue,
Clinton, Missouri
64735

Notes/Remarks

The renderings and fly-by video show an area of 9,545 square feet in a rectangle shape. To work within the budget of the project, our installed design would angle off the Northwest, the Northeast and the Southwest corners to eliminate unnecessary Poured In Place surfacing and concrete base. The overall square footage with these three (3) corners angled off will be 8,405 square feet of Poured In Place rubber and an additional 176 sq. ft. of concrete under the musical equipment area. This idea is shown on our dwg file and overhead view (pdf file on flash drive) and would be the intended layout included in our pricing proposal in the Phase III envelope.

If the City of Clinton desires a larger area and a rectangular shape layout for the playground area, we can discuss added costs.

3D Renderings and fly-by video are for conceptual purposes only. Anything outside of the chain link fence will need to be coordinated with the City of Clinton. Orientation and placement of playground area will need to be determined and approved onsite to meet customer's preference and plan for owner-provided sidewalks and entrances to the playground area.

Remarks:

Assumes no rock at footing locations. Assumes good access to site location. Assumes no utilities in area. Site utilities moved by others if required.



Clinton Inclusive Playground

Model Information

Clinton, MO November 4, 2019 1111391-01-01



Double Swoosh Slide: \$2,200



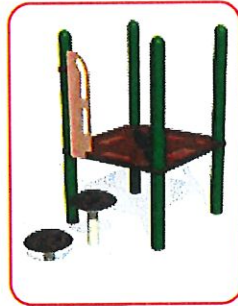
Rollerslide: \$7,035



Conical Climber: \$3,165



**Cozy Climber w/Permalene Handholds:
\$2,465**



**Mushroom Stepper 24" Deck
w/Permalene: \$2,330**



**Mushroom Stepper 32"- 40" Deck
w/Permalene: \$3,925**



**Ring Tangle Climber w/Handhold
Panels: \$2,140**



SpaceLink Climber to 72" Deck: \$5,560



**Step Ladder w/Permalene Handholds:
\$2,100**

Models shown include standard play products only.

For a better tomorrow
we play today.®

playsi.com

Proudly presented by:





Clinton Inclusive Playground

Model Information

Clinton, MO

November 4, 2019

1111391-01-01



Sunbeam Climber: \$1,660



Vertical Ladder w/Permalene Handholds: \$1,415



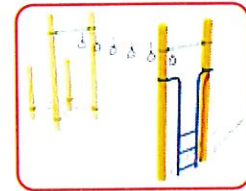
JigJag Climber, Single: \$1,905



Air Dancer: \$1,770



Ring Bridge: \$1,625



Vertical Ladder for Ring Bridge: \$1,290



Bridge w/Barriers: \$4,085



Ramp w/Barriers: \$19,535



Offset Crawl Tunnel 24" Offset: \$3,165

Models shown include standard play products only.

For a better tomorrow
we play today.™

playlsi.com

Proudly presented by:



Clinton Inclusive Playground

Model Information

Clinton, MO

November 4, 2019

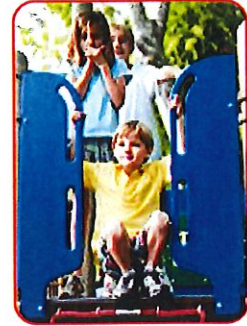
1111391-01-01



Barrier w/Infill Panel: \$570



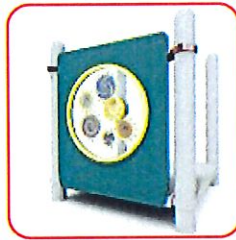
Curb: \$410



Handhold Panel: \$155



Match 3 Reach Panel: \$765



Optigear Panel: \$3,130



Periscope Reach Panel: \$1,470



Grab Bar: \$180



Handloop Assembly: \$430



Sway Fun® Glider (16"): \$15,210

Models shown include standard play products only.

For a better tomorrow
 we play today.®

playlsi.com

Proudly presented by:



Clinton Inclusive Playground

Model Information

Clinton, MO

November 4, 2019

1111391-01-01



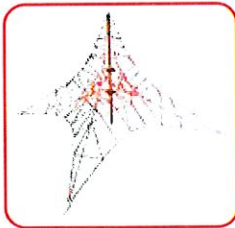
CoolToppers Single Post Pyramid Roof:
\$3,680



Nook: \$7,060



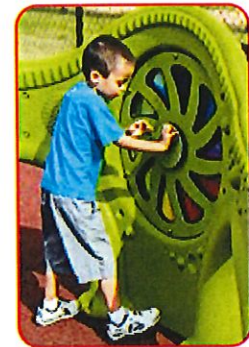
Loft: \$16,275



Lunar Burst Net Climber: \$19,485



Mushroom Stepper 10": \$880



Color Splash Panel: \$2,145



Cozy Dome: \$4,130



Kaleidospin Panel: \$2,825



Marble Panel: \$1,695

Models shown include standard play products only.

For a better tomorrow
we play today.®

playlsi.com

Proudly presented by:





Clinton Inclusive Playground

Model Information

Clinton, MO November 4, 2019 1111391-01-01



Rhapsody Animato Metallophone: \$4,350



Rhapsody Goblet Drum: \$1,365



Rhapsody Kettle Drum: \$1,365



Rhapsody Kundu Drum: \$1,365



Rhapsody Vivo Metallophone: \$4,465



Sensory Play Center End: \$1,665



Sensory Play Center® Wall: \$3,740



OmniSpin Spinner: \$7,530



CoolToppers Single Post Pyramid (12'x12'): \$3,680

Models shown include standard play products only.

For a better tomorrow
we play today.®

playlsi.com

Proudly presented by:





Clinton Inclusive Playground

Model Information

Clinton, MO

November 4, 2019

1111391-01-01



We-Go-Round with Perforated Panels: \$27,190



We-saw: \$9,895



Belt Seat w/Chains: \$235



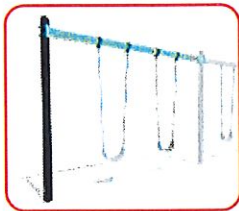
Friendship Swing w/Single Post Swing Frame 52" Bury Additional Bay: \$2,615



Molded Bucket Seat (5-12 yrs) w/Harness and w/Chains: \$1,600



Single Post Swing Frame 52" Bury: \$1,315



Single Post Swing Frame 52" Bury Additional Bay: \$935



TenderTuff™ Bench: \$1,140

Models shown include standard play products only.

For a better tomorrow we play today.®

playlsi.com

Proudly presented by:



WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of JOHNSON)
State of KANSAS)ss)

My name is BRAD MOHR. I am an authorized agent of ATHCO
(Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

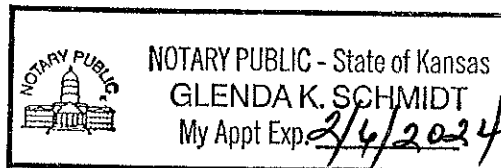
Furthermore, all subContractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Brad Mohr 4-16-21
Affiant Date

BRAD MOHR
Printed Name

Subscribed and sworn to before me this 16th day of APRIL, 2021.

Glenda K. Schmidt
Notary Public



**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 *Brad Mohr*

Typed Name & Title BRAD MOHR / MANAGER Date 5-24-21

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)

1002 E. Sedalia Avenue, Clinton, MO 64735

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

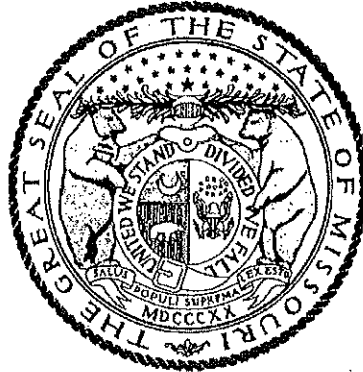
BRAD MOHR MANAGER
TYPED NAME AND TITLE

5-24-21
DATE

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 26

Section 042
HENRY 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

Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 8, 2019**

Last Date Objections May Be Filed: **April 8, 2019**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
HENRY County

Section 042

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Asbestos Worker		\$63.87
Boilermaker		\$20.95*
Bricklayer		\$20.95*
Carpenter		\$54.56
Lather		
Linoleum Layer		
Millwright		
Pile Driver		
Cement Mason		\$20.95*
Plasterer		
Communications Technician		\$20.95*
Electrician (Inside Wireman)		\$20.95*
Electrician Outside Lineman		\$20.95*
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Elevator Constructor		\$20.95*
Glazier		\$20.95*
Ironworker		\$20.95*
Laborer		\$20.95*
General Laborer		
First Semi-Skilled		
Second Semi-Skilled		
Mason		\$20.95*
Marble Mason		
Marble Finisher		
Terrazzo Worker		
Terrazzo Finisher		
Tile Setter		
Tile Finisher		
Operating Engineer		\$20.95*
Group I		
Group II		
Group III		
Group III-A		
Group IV		
Group V		
Painter		\$20.95*
Plumber		\$69.56
Pipe Fitter		
Roofer		\$48.33
Sheet Metal Worker		\$20.95*
Sprinkler Fitter		\$20.95*
Truck Driver		\$20.95*
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		

*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

Heavy Construction Rates for
HENRY County

Section 042

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Carpenter		\$20.95*
Millwright		
Pile Driver		
Electrician (Outside Lineman)		\$20.95*
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Laborer		\$39.34
General Laborer		
Skilled Laborer		
Operating Engineer		\$20.95*
Group I		
Group II		
Group III		
Group IV		
Truck Driver		\$20.95*
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		

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

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

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

*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

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.



ATHCLLC-01

JCARDONA

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
4/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brier Payne Meade Insurance 12900 Metcalf Ave Suite 200 Overland Park, KS 66213	CONTACT NAME: PHONE (A/C, No, Ext): (913) 402-9576 E-MAIL ADDRESS: jtucker@bpminsurance.com	FAX (A/C, No): (913) 402-9766
	INSURER(S) AFFORDING COVERAGE	
INSURED Athco, LLC Attn: Brad Mohr 13500 W. 108th Street Lenexa, KS 66215	INSURER A : The Cincinnati Insurance Co.	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	


COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			EPP0223907	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			EPP0223907	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EPP0223907	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC0391785	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Clinton Community Center project located at 1004 E Sedalia Ave. Clinton, MO 64735.

CERTIFICATE HOLDER**CANCELLATION**

City of Clinton 105 E. Ohio Street Clinton, MO 64735	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--