

**RESOLUTION NO. R-25-28**

**A RESOLUTION AUTHORIZING ACCEPTANCE OF A PROPOSAL FROM TARKETT SPORTS CONSTRUCTION – CENTRAL LLC, FOR THE MEADOWBROOK PARK BASKETBALL COURT RESURFACING AND SIDEWALK, PROJECT CP2556.**

**WHEREAS**, three (3) proposals were received for the project and the proposal from Tarkett Sports Construction – Central LLC, has been determined by staff to be the lowest and best proposal.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:**

**THAT**, the City Manager of the City of Gladstone, Missouri, is hereby authorized to enter into a contract with Tarkett Sports Construction – Central LLC, in the total amount of \$23,236.20.

**FURTHER, THAT**, funds for such purpose are authorized from the CIST Fund.

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 12TH DAY OF MAY 2025.**

  
\_\_\_\_\_  
Mayor Les Smith

ATTEST:

  
\_\_\_\_\_  
Kris Keller, City Clerk



## *Request for Council Action*

RES  # R-25-28

BILL  # City Clerk Only

ORD  # City Clerk Only

Date: 5/6/2025

Department: Public Works

Meeting Date Requested: 5/12/2025

Public Hearing: Yes  Date: [Click here to enter a date.](#)

**Subject:** Contract Award, Meadowbrook Park Basketball Court Resurfacing and Sidewalk, Project CP2556

**Background:**

City staff recently solicited proposals from three (3) companies for the above project as summarized below:

Tarkett Sports Construction	\$23,236.20
McConnell & Associates	\$42,708.00
Next Generation Recreation	\$59,395.13

**Budget Discussion:** Funds are available from the CIST Fund in the amount of \$40,000. Ongoing costs are estimated to be \$500 annually.

**Public/Board/Staff Input:** City staff recommends awarding this project to Tarkett Sports Construction – Central LLC, in the amount of \$23,236.20.

**Provide Original Contracts, Leases, Agreements, etc. to:** City Clerk and Vendor.

Timothy A. Nebergall  
Department Director/Administrator

JA  
City Attorney

BB  
City Manager

**CITY OF GLADSTONE  
MEADOWBROOK PARK BASKETBALL RESURFACING AND SIDEWALK CONTRACT,  
PROJECT CP2556**

THIS AGREEMENT, made and entered into this 4 day of June, 2025, (the "Effective Date") by Tarkett Sports Construction – Central LLC (hereinafter "Contractor") and the City of Gladstone, Missouri (hereinafter "City").

WHEREAS, the City desires to engage the Contractor to provide the services under the terms and conditions of the contract attached hereto and incorporated herein.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreement herein contained, the parties to these presents have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, or themselves, or its, his or their successors and assigns, or its, his or their executors and administrators, as follows:

**SECTION 1. Term of Agreement.** The term of this project will be a completion date of June 20, 2025.

**SECTION 2. Scope of Services.** The Contractor shall provide the Project Services described in Exhibit A. The Contractor will hire, train, supervise, direct the work of, and discharge all personnel engaged by them to perform the Project Services. The Contractor is solely responsible for payment of wages, salaries, fringe benefits and other compensation of, or claimed by, the Contractor's personnel in the performance of the Project Services, including, without limitation, contributions to any employee benefit plans and all payroll taxes.

**SECTION 3. Payment.** The City shall pay the Contractor fee as described in Exhibit A.

**SECTION 4. Prevailing Wages.** The Contractor shall comply with all laws regarding the payment of prevailing wages to employees of the Contractor or subcontractor, if applicable. Contractor shall indemnify the City for any damage resulting to the City from failure of either the Contractor or any subcontractor to pay prevailing wages pursuant to applicable laws.

**SECTION 5. Construction Safety Training.**

- A. The 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.
- B. If any on-site employees have not previously completed a construction safety program, Contractor shall require those on-site employees to complete a construction safety program within sixty (60) days after the date work on the project commences.
- C. The Contractor acknowledges and agrees that any of Contractor's employees found on the project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days or will be subject to removal from the project.
- D. The Contractor shall require all of its subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

**SECTION 6. Notice of Penalty Provisions**

- A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500), plus one hundred dollars (\$100) 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 5 above.

- B. The penalty described in Subsection A of this Section shall not begin to accrue until the time periods described in Sections 5B and 5C above have elapsed.
- C. Violations of Section 5 above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

**SECTION 7. Unauthorized Aliens.** Pursuant to 285.530(1), RSMo., by its sworn affidavit in substantially the form attached hereto as Exhibit B and incorporated herein, Contractor hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Furthermore, Contractor affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

**SECTION 8. Insurance Requirements.**

A. General Provisions. Contractor shall file (by the Effective Date) with the City evidence of liability insurance that is consistent with the amounts set forth below, and shall maintain such insurance until this contract is terminated.

B. Limits and Coverage.

- 1. Professional Liability Insurance: Professional Liability insurance in an amount not less than \$2,000,000 Combined Single Limit, if applicable.
- 2. Commercial General Liability Insurance: \$4,000,000 CSL for bodily injury and property damage per occurrence or sovereign immunity limits.

a. The following endorsements shall attach to the policy:

- (i) The policy shall cover personal injury as well as bodily injury.
- (ii) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.
- (iii) Broad form property damage liability shall be afforded.
- (iv) The City shall be listed as an additional insured.

C. Workers' Compensation Insurance: The Contractor shall obtain and maintain Workers' Compensation Insurance for a limit of \$500,000 for all of their respective employees, and in case any work is sublet, the Contractor shall require any subcontractors to provide Workers' Compensation insurance for all subcontractors' employees, in compliance with Missouri law. The Contractor hereby indemnifies the City for any damage resulting to it from failure of either the Contractor or any contractor or subcontractor to obtain and maintain such insurance.

D. Commercial Automobile Liability Insurance: Contractor shall obtain and keep in force commercial automobile liability insurance with a \$4,000,000 CSL covering scheduled automobiles. 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 this Agreement, by the Contractor or subcontractor. The minimum limits for commercial automobile liability insurance may be satisfied by maintaining excess/umbrella liability coverage in an amount sufficient to meet the minimum limits.

## **SECTION 9. Labor and Materials Payment Bond**

- A. Labor and Materials Payment Bond. Prior to commencement of field work, Contractor shall furnish a labor and materials payment bond in a form acceptable to the City Attorney, in an amount equal to 100% of the total cost of completing the field work, as determined by the City, conditioned upon the payment for all labor and materials suppliers. Copies of certifications of such bond shall be delivered to the City prior to the commencement of construction.

## **SECTION 10. General Conditions**

- A. Compliance with Laws and Safety Regulations. Contractor shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the Project Services. Contractor shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement. In the performance of the Project Services, Contractor shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any other pertinent federal, state and/or local safety or environmental laws or regulations.
- Contractor shall obtain and maintain an occupational or business license with the City, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor.
- B. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.
- C. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws.
- D. Liquidated Damages. N.A.
- E. Termination. The City shall have the right at anytime by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

F. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph E above, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

G. Liability.

1. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the Contractor under this contract.
2. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.
3. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.
4. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.
5. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.
6. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

H. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Gladstone, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of Section 105.450 et seq., RSMo., shall not be violated.

I. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the

right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

- J. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. Furthermore, by its sworn affidavit in substantially the form attached hereto as Exhibit C and incorporated herein, Contractor hereby affirms for the duration of this agreement to not engage in the boycott or discrimination of Israel as defined in Section 34.600, RSMo.
- K. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:
  - 1. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570, RSMo.
  - 2. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230, RSMo.
- L. Notices. Any notice, approval or other communication between the City and the Contractor pursuant to this Agreement shall be made in writing and shall be deemed to be effective upon receipt or refusal of service and may be given by personal delivery, courier, reliable overnight delivery or deposit in the United States mail, postage prepaid, registered or certified, return receipt requested, to the address specified below or to such other address as may later be designated by written notice of the other party:

The City:                      City of Gladstone, Missouri  
   Attn: Jennifer A. Stafford, Facilities Coordinator  
   4000 NE 76<sup>th</sup> Street  
   Gladstone, MO 64119

Contractor:                    Tarkett Sports Construction – Central LLC  
   ATTN:  
   1920 NE 60<sup>th</sup> Terrace  
   Gladstone, MO 64118

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the City and the Contractor.

- M. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.
- N. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Clay County, Missouri.

IN WITNESS WHEREOF, the Contractor and the City have executed this Agreement as of the Effective Date.

Tinkett Sports construction, LLC

By: [Signature]

Name: Mike Jackson

Title: Vice President

CITY OF GLADSTONE, MISSOURI:

By: [Signature]

Name: Robert M. Baer

Title: City Manager

EXHIBIT A



## Meadowbrook Park

1920 NE 60th Terr. Gladstone, MO, 64118

Basketball Court Resurface and Sidewalk

Date: 4.23.2025

**Tarkett Sports Construction Proposal Includes the Following:**

5246 SF

- Tarkett Sports Construction to Mobilize to Gladstone, MO
- Power Wash Existing Basketball Court to Receive New Surfacing
  - Approx. 5,246 SF Total
- Clean out Existing Cracks in Basketball Court
  - Approx. 5,246 SF Total
- Fill Existing Cracks With Acrylic Patch Binder and Cement Mix
  - Approx. 700 LF Total
- Fill Existing Birdbaths in Basketball Court
- Provide and Install New Athletic Court Surfacing
  - Approx. 5,246 SF Total
  - 2 Layers Black Resurfacer
  - 2 Layers of Color Coats
  - 1 Layer of White Basketball Striping
  - Colors to Be Selected From Plexipave Standard Color Chart
  - 6 Sets Total

**Total: \$13,015.00**

Add Alternate #1: Install 4" Concrete Sidewalk to Connect Existing Sidewalk to Playground Area

- Sidewalk to Be 5' Wide
- Sidewalk to Be Reinforced With Wire Mesh
- All Soils from Excavation to Remain Onsite

**Add Alternate #1 Total: \$10,221.20**



Typical Exclusions

- Any relocation, demolition, or disconnection of existing utilities
- Any excavation of rock
- Any handling of Hazardous Materials
- Any undercutting of sub-grade where unsuitable materials exist,
- Any conditioning or stabilization of sub-grade other than scarifying and recompacting soils
- Any export or import of materials unless noted above,
- Any traffic control installation unless noted above,
- Any seed/sod installation and/or maintenance unless noted above,
- Any erosion control/SWPP installation and inspection unless noted above,
- Any soil stabilization
- Logos, letting and training marks
- Design and construction documents
- Add any other exclusions |

Contractor: Tarkett Sports  
Authorizing Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

Accepted by Customer: \_\_\_\_\_

Authorizing Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

