

RESOLUTION NO. R-25-60

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH VARIETY OF GREATER KANSAS CITY – TENT 8, AND PLAYPOWER LT FARMINGTON, INC., IN SUBSTANTIALLY THE FORM ATTACHED HERETO.

WHEREAS, the City of Gladstone (the “City”) previously entered into a Park Development and Naming Rights Agreement with Variety of Greater Kansas City (“Variety KC”) to construct an inclusive park, located at NW 60th Terrace and N. Flora; and

WHEREAS, the City and Variety KC executed a superseding addendum on 9/25/2025 that reflected that the City, Variety KC, and PlayPower LT, Farmington, Inc., (“PlayPower”) would enter into a separate agreement in which PlayPower would serve as the general contractor for the inclusive park project; and

WHEREAS, the City now desires to execute an Agreement between the City, Variety KC, and PlayPower that will include the purchase, construction, and installation of park equipment and provide for the customary terms associated with a public improvement project; and

WHEREAS, City Staff recommends the approval of the Agreement in substantially the form attached hereto as Exhibit A.

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

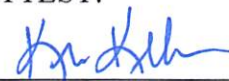
THAT, the City Manager of the City of Gladstone is hereby authorized to execute the Agreement with Variety of Greater KC – Tent 8, and PlayPower LT, Farmington, Inc., in substantially the form attached hereto.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 13TH DAY OF OCTOBER 2025.



Mayor Les Smith

ATTEST:



Kris Keller, City Clerk

Exhibit A

CITY OF GLADSTONE AGREEMENT FOR SERVICES

EQUIPMENT PURCHASE AND INSTALLATION/CONSTRUCTION AGREEMENT

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this _____, 2025 between Variety of Greater Kansas City – Tent 8, a Missouri non-profit corporation, hereafter referred to as **Variety KC**, The City of Gladstone, Missouri, a third-class city organized and existing under the laws of the State of Missouri, hereafter referred to as the **City**, and PlayPower LT Farmington, Inc., hereinafter referred to as the **Contractor or PlayPower**.

The City and Variety KC entered into a Park Development and Naming Rights Agreement, (the “Development Agreement”) on November 30, 2023. On September 25, 2025, Variety KC and the City agreed on a superseding addendum to the Development Agreement. The superseding addendum amends the Development Agreement to contemplate that the City, Variety KC, and PlayPower will enter into a separate agreement providing terms upon which PlayPower will function as the Contractor for the park project and that Variety KC will be responsible for remitting all fees due under the agreement, subject to Variety KC’s and the City’s maximum respective obligations set forth in the Development Agreement.

This Agreement represents the entire understanding and agreement between the parties and no oral, implied, alterations, or variations to the Agreement will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This Agreement shall be binding upon the heirs, successors, administrators, executors, and assigns of the parties hereto.

This Agreement is effective as of _____ and coincidental with the City Manager’s signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I THE WORK

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

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

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

ARTICLE III SUM AND PAYMENT

As contemplated in the Development Agreement, the City shall contribute up to \$500,000 towards park construction and installation costs and Variety KC shall contribute up to \$250,000 to be used towards park equipment construction and installation costs. The City shall pay its contribution amount to Variety KC. Following payment to Variety KC of City's share of the costs, Variety KC will administer and pay to Contractor all fees for the installation and construction of park equipment.

Variety KC agrees to pay the Contractor as outlined herein and subject to deductions provided for in Articles IV and VI.

ARTICLE IV CONTRACT PAYMENT

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

The City will be the sole judge as to the sufficiency of the work performed. The Contractor agrees that the City cannot provide extra compensation for work already performed.

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

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B. Third party payment agreements will not be accepted.

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

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

If the Contractor shall fail to complete the work within the contract time, or an extension of time granted by the City, the Contractor will pay to the City the amount for liquidated damages as specified in the schedule below for each calendar day that the Contractor shall be in default after the time stipulated in this Agreement. The amount specified in the schedule is agreed upon, not as a penalty, but as liquidated damages for the loss to the City of Gladstone and the public of the use of the facility as designated. This amount will be deducted from any money due to the Contractor. The Contractor and Contractor's surety will be liable for all liquidated damages.

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

ARTICLE VII RESPONSIBILITIES

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

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

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

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

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

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

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

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

This Agreement is subject to the State of Missouri Prevailing Wage Laws (RSMo §§ 290.210-290.340). The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this Agreement so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII TERMINATION OF AGREEMENT

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

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

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

ARTICLE IX ARBITRATION

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

ARTICLE X WARRANTY

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

ARTICLE XI REQUIRED SAFETY TRAINING

- A. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.

- B. All on-site employees of a contractor or subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project and their employers will be subject to penalties as described in the Act.
- C. Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE TO PROVIDE SAFETY TRAINING

- A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section XI above.
- B. The penalty described in Subsection "A" of this Section shall not begin to accrue until the time periods described in Sections XI "B" and "C" above have elapsed.
- C. Violations of Section XI above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

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

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

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

**ARTICLE XIV
ENTIRE AGREEMENT**

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

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

IN WITNESS WHEREOF, the parties hereunto have executed this agreement the day and year first written above.

(SEAL)

The City of Gladstone, Missouri

By: _____
(Print Name) (Signature)

Title: _____
(Print Title)

Attest: _____
(Print Name) (Signature)

(SEAL)

PlayPower LT Farmington, Inc.

By: _____
(Print Name) (Signature)

Title: _____
(Print Title)

Attest: _____
(Print Name) (Signature)

By: _____ (Print Name) _____ (Signature)

Title: _____ (Print Title)

Attest: _____ (Print Name) _____ (Signature)

(Signature)

(Signature)

APPENDIX A

SCOPE OF SERVICES AND SPECIAL PROVISIONS

Variety KC and the City entered into a prior agreement for park development and naming rights of an inclusive park to be located at NW 60th Terrace and N. Flora, Gladstone, Missouri 64118. The prior park development and naming rights agreement was amended to allow PlayPower to serve as the contractor for this project. This Equipment Purchase and Construction/Installation Agreement is meant to provide the terms for which PlayPower will function as the contractor for the inclusive park project and to lay out the customary terms of a public improvement project. Therefore, this Agreement's scope of services shall include: the purchase of park equipment, grading/concrete/walls/curbs/mobilization, design services, playground safety surfacing, and other project materials associated with the inclusive park project as laid out in the proposal from PlayPower dated 7/03/2025.

APPENDIX B

General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

Award of this Agreement is anticipated prior to the end of October 2025.

C. *Insurance*

Contractor shall provide, at its sole expense, and maintain during the term of this Agreement commercial general liability insurance with a reputable, qualified, and financially sound company licensed to do business in the State of Missouri, and unless otherwise approved by the City, with a rating by Best of not less than "A," that shall protect the Contractor, the City, and the City's officials, officers, and employees from claims which may arise from operations under this Agreement, whether such operations are by the Contractor, its officers, directors, employees and agents, or any subcontractors of Contractor. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from all Contractor operations, products, services or use of automobiles, or construction equipment. Nothing in this section or Agreement generally shall be construed by a court of competent jurisdiction as a waiver of the City's sovereign immunity under the provisions of Section 537.610, RSMo. An endorsement shall be provided which states that the City is named as an additional insured with full and equivalent coverage as the insured under the insured's policy and stating that the policy shall not be cancelled or materially modified so as to be out of compliance with the requirements of this Section, or not renewed without thirty (30) days' advance written notice of such event being given to the City Manager. The City's additional insured coverage shall have no deductible.

Commercial General Liability Insurance:

- i. Severability of Interests Coverage applying to Additional Insureds
 - ii. Contractual Liability
 - iii. Single Limit Coverage applying to Bodily and Personal Injury and Property Damage shall be at least \$3,448,710, but in no event less than the individual and combined sovereign immunity limits established by § 537.610 RSMo., or its successor, for political subdivisions; provided that nothing herein shall be deemed to waive the City's sovereign immunity
 - iv. No Contractual Liability Limitation Endorsement
 - v. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent
- b. **Workers' Compensation Insurance:** as required by statute, including Employers Liability with limits of:
- Workers Compensation Statutory
 - Employers Liability
 - \$100,000 accident with limits of:
 - \$500,000 disease-policy limit
 - \$100,000 disease-each employee
- c. **Commercial Automobile Liability Insurance:** with a limit of \$2,500,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be written on an "occurrence"

basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Professional.

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

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

- e. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Professional shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds. The certificate shall be on the City's Standard Certificate of Insurance Form furnished in Attachment 2 or its equivalent.
- f. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better and are licensed or approved by the State of Missouri to do business in Missouri.
- g. Regardless of any approval by City, it is the responsibility of the Contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Contractor's failure to maintain the required insurance in effect, City may order Contractor to immediately stop work, and upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

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

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

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

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient to meet this requirement.

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

Contractor agrees to pay all employees involved in this Agreement the required wages as required by the prevailing wage law of the State of Missouri.

G. Anti-Discrimination Against Israel

Pursuant to RSMo § 34.600, the Contractor must not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

H. Invoicing and Payment

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

Invoice shall be based on the following schedule:

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

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

I. Cancellation

The City of Gladstone reserves the right to cancel and terminate this Agreement in part or in whole without penalty upon thirty (60) days written notice to the Contractor. Any Agreement cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

J. Contractual Disputes

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

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

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

K. Severability

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

L. Applicable Laws

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

M. *Drug/Crime Free Workplace*

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

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

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

N. *Inspection*

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

O. *Escalation of Fees*

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

P. *Safety Training*

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

Q. *Prevailing Wage Requirement*

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

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

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

R. *Permits/Certificates*

The successful Contractor shall be responsible for obtaining all permits and for incurring all expenses associated with those permits prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the Business License required of all vendors doing business within the City limits of Gladstone (unless otherwise directed by the City Clerk). This permit can be obtained from the office of the City Clerk, located at 7010 N Holmes St, Gladstone, Missouri 64118.

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

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

S. Mobilization, Bonds, and Insurance

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

Payment shall be made on the following schedule.

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

T. Bid Bond

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

U. Performance Bond

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Performance Bond in penal sum equal to the amount of the contract price conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreements of the contract documents and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor.

No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

V. Payment Bond

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

W. Maintenance Bond

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

X. Release of Information

Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated Agreement being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records. The City cannot agree to unqualified confidentiality agreements unless an exception is found within 610.021 RSMo.

Y. American Products

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

1. Contractor agrees that any manufactured goods or commodities that are used or supplied in the performance of this Agreement or any subcontract hereto shall be manufactured or produced in the United States, unless;
 - a. The manufactured good or commodity used or supplied involves an expenditure of less than twenty-five thousand dollars (\$25,000), or
 - b. The contractor shall provide evidence sufficient for the City to certify in writing that:
 - i. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the agency's requirements, or

- ii. The specified products cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the agency's requirements.
- 2. The written certification contemplated by Subsection 1(b) of this Section Y shall;
 - a. Specify the nature of the contract,
 - b. Specify the product being purchased or leased,
 - c. Specify the names and addresses of the United States manufacturers and producers contacted by the City or the project architect or engineer,
 - d. Provide an indication that such manufacturers or producers could not supply sufficient quantities or that the price of the products would increase the cost of the contract by more than ten (10) percent, and
 - e. Such other requirements as may be imposed by Section 34.353 of the revised Statutes of Missouri, as amended.
- 3. The written certification contemplated by Subsection 1(b) of this Section Y shall be maintained by the City for a period of at least three (3) years.

Z. *Affidavit of Work Authorization and Documentation*

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

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

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

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

ATTACHMENT 1

AFFIDAVIT OF WORK AUTHORIZATION

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

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

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

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

KNOWINGLY: A person acts knowingly or with knowledge,

- (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

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

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

Name/Contractor: _____

Company: _____

Address: _____

- 1 I am of sound mind and capable of signing this Affidavit and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Gladstone: Equipment Purchase and Construction/Installation Agreement.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
- 4 Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
- 5 The Contractor shall provide affirmative proof that they and those they employ are a citizen or a permanent resident of the United States or is lawfully present in the United States.

Company Name

Signature

Name: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

STATE OF _____ COUNTY OF _____

Notary Public: _____

My Commission Expires: _____

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

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

ATTACHMENT 2

Certificate of Insurance

City of Gladstone, Missouri
7010 N Holmes St.,
Gladstone, Missouri 64118

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

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

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

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

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

NAME AND ADDRESS OF CERTIFICATE HOLDER:

City of Gladstone, Missouri
7010 N Holmes St.,
Gladstone, Missouri 64118

Date Issued: _____

Authorized Representative



Request for Council Action

RES ☒ # R-25-60

BILL ☐ # City Clerk Only

ORD ☐ # City Clerk Only

Date: 10/8/2025

Department: General Administration

Meeting Date Requested: 10/13/2025

Public Hearing: Yes ☐ Date: Click here to enter a date.

Subject: A Resolution authorizing the City Manager to enter into an Agreement with Variety of Greater KC – Tent 8, and PlayPower LT Farmington, Inc., for equipment purchase and construction/installation of such equipment.

Background: The City previously entered into a Park Development and Naming Rights Agreement with Variety of Greater Kansas City (“Variety KC”) to construct an inclusive park, located at NW 60th Terrace and N. Flora. After discussions with Variety KC surrounding breaking ground on this park project, the City and Variety KC amended their original agreement with a superseding addendum. Pursuant to this superseding addendum and the original agreement, the City now desires to enter into an Agreement with Variety KC and PlayPower LT Farmington, Inc., (“PlayPower”) to serve as the general contractor for the inclusive park project. This Agreement will include the purchase, construction, and installation of the park equipment for the project and shall provide for all customary terms associated with a public improvement project.

Budget Discussion: N/A

Public/Board/Staff Input: Staff recommends approval of the proposed Resolution.

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

Bob Baer
Administrator

JA
City Attorney

BB
City Manager