
SEDALIA PARKS AND RECREATION

REQUEST FOR PROPOSALS (RFP)

Boiler Replacement CONVENTION HALL

ISSUE DATE: MAY 2, 2025

ISSUED BY: Sedalia Parks and Recreation
1800 West Third Street
Sedalia, MO 65301
Website : www.sedaliaparks.com

PROJECT CONTACT: Matt Harris
Project Manager
Phone : (660) 723-2602
Email : mharris@sedaliaparks.com

PROPOSALS DUE: MAY 23, 2025
2:00 PM Central Standard Time

Request For Proposals Sedalia Parks and Recreation Convention Hall Boiler System

1. INTRODUCTION

Sedalia Parks and Recreation is soliciting proposals for the replacement of the boiler heating system at Convention Hall, 1500 West Third Street, Sedalia, Missouri. Convention Hall, constructed in 1911, is used as a community gymnasium facility with administrative support offices. The boiler system impacts the lobby and gymnasium portions of the building with approximately 8600 square feet.

The successful bidder is expected to provide a full range of services to install the replacement boiler in the basement of the facility in accordance with the engineering plans provided by J-Squared Engineering (Attachment A). The successful bidder is required to follow the plans and specification provided. Qualified firms should respond with two copies of a written proposal to include the following information:

1. Approach and proposed services.
2. Key personnel of the firm and their educational background, experience, and qualifications.
3. List experience with similar projects.
4. Past record of performance of the firm regarding quality of work, ability to work within budget constraints, ability to meet schedules, and follow-up on building problems after substantial completion.
5. Information about the company.
6. Fee structure for the project to include proposed fee and all reimbursable items.
7. Include a proposed contract.

2. SCOPE OF WORK

Phase I Scope of Work

The Successful Bidder will provide services for the scope of work provided to Sedalia Parks and Recreation by J-Squared Engineering and attached to this Request for Proposals.

1. Replace existing boiler system.
2. Removal of existing boiler system.
3. All work subject to City of Sedalia building codes.
4. Any deviation from J-Squared Engineering plans must be approved by Project Manager.

3. SUBMITTAL OF BIDS

Bidders shall submit bids to:

Sedalia Parks and Recreation
ATTN: Matt Harris
Project Manager
1800 West Third Street
Sedalia, Missouri 65301

Any questions should be directed to Matt Harris at (660)-723-2602, or mharris @sedaliaparks.com

Proposals must be received by 2:00 p.m. Central Time, Friday, May 23, 2025.

Bids shall be submitted in a sealed envelope clearly marked with **Convention Hall Boiler Replacement**, the bidder's company name, and the date and time for bid opening clearly and legibly marked on the outside.

Products and prices included in the bid may not be withdrawn for a period of 60 days after the date of bid opening without the express written consent of Sedalia Parks and Recreation.

All objections, appeals, or disputes must be filed with the Park Department within seven (7) days of being known or capable of being know.

Bid Opening

All bids will be publicly opened and read aloud at 2:00 p.m. at Convention Hall on Friday, May 23, 2025.

General Provisions Related to the Bidding Process

Substitute Materials or Work

Substitute materials or work shall not be permitted and bids submitted that do not correspond to the specifications provided with the Invitation for Bids will be rejected as non-responsive.

Reservation of Rights

Sedalia Parks and Recreation reserves the right at its sole discretion to accept or reject any or all bids, wholly or in part, to waive any informalities or irregularities therein or in the bidding process, to accept any bid even though it may not be the lowest bid, to call for rebids, to negotiate with any bidder, and to make an award which in its sole and absolute judgement will best serve the Sedalia Parks and Recreation interests. Sedalia Parks and Recreation reserves the right to investigate the financial condition of any bidder to determine his or her ability to assure service throughout the term of the contract.

Errors and Omissions

No bidder shall be permitted to use to his or her advantage any error or omission in this Invitation for Bid or related specifications.

Interpretation of Specifications or other Contract Documents Prior to Bidding

If any person contemplating submission of a bid for items contained in this Invitation for Bids is in doubt regarding the true meaning of any part of the Invitation for Bids documents, he or she may submit to Matt Harris an e-mail at mharris@sedaliaparks.com, requesting an interpretation or correction of the Invitation for Bids documents. Any interpretation or correction to the Invitation for Bids documents will be made by Sedalia Parks and Recreation by addendum and will be mailed or delivered to each bidder of record not less than 6 days prior to bid opening.

Questions Regarding Technical Specifications

Any and all questions regarding the technical specifications shall be directed to Matt Harris at (660) 723-2602. Any material changes to the bid specifications arising as a result of such questions shall be approved by Sedalia Parks and Recreation in writing and mailed or delivered to each bidder of record not less than 6 days prior to bid opening.

Payment

All items, including labor and materials for the Work will be paid in a single lump sum payment, less a five percent (5%) retainage (unless a 10% retainage is permitted according to statute), to the successful bidder within thirty (30) days after the latest of the following occurrences:

- The date of delivery of the materials and services provided;
- The date upon which the written invoice for such materials and services is delivered by hand, e-mail, or by U.S. Mail, to Sedalia Parks and Recreation, 1800 West Third Street, Sedalia, Missouri, 65301;

Bidders are informed that the successful bidder shall comply with the Missouri Public Prompt Payment Act (Sections 8.960 and 8.962, RSMo) regarding payments to subcontractors and material suppliers in relation to the contract awarded as a result of this Invitation for Bids.

Sedalia Parks and Recreation expressly reserves its rights to withhold, in good faith, payment or final payment in accordance with Sections 8.960 and 8.962, RSMo, and in accord with the contract awarded as a result of this Invitation for Bids. Final payments will be made in accordance with Sections 8.960 and 8.962, RSMo.

4. SPECIFIC REQUIREMENTS FOR BIDS

The submitted proposal must follow the rules and format established within this RFP. Adherence to these rules will ensure a fair and objective analysis of all proposals. Failure to complete any portion of this request may result, at the City's sole discretion, in the rejection of a proposal.

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 affirming that it does not and will not knowingly employ any person who is an unauthorized alien in connection to the contracted services. See Exhibit 1.

Anti-Discrimination Against Israel

Section 34.600, RSMo., requires the City to ensure that contractors are 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. Successful bidders will be required to execute a sworn affidavit affirming these facts before entering into a contract.

Bid, Payment, and Performance Bonds

Bidders shall consider the City's requirements for bid, payment, and performance bonds when pricing the Work for purposes of bid submittal. See Exhibit 2, Exhibit 3, and Exhibit 4 and complete as needed.

All bidders shall provide a bid guarantee or bid bond in the amount of 5% of the bid price.

The anticipated cost of the materials, labor, and associated costs of the Work is estimated to exceed \$50,000. Consequently, the successful bidder shall furnish to the City a payment bond with good and sufficient sureties to cover 100% of the contract price, which may include:

- 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
- For all labor performed in the Work, whether by subcontractor or otherwise.

Additionally, 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 the 100% of the cost of the entire construction contract, including, if authorized increases to cover change orders to such contract.

City Business License Requirement

Bidders are informed that the successful bidder will be required to obtain or prove possession of a valid business license issued by the City of Sedalia pursuant to Chapter 12 of the City Code.

Insurance Requirements

Bidders are informed that the successful bidder will be required to obtain insurance coverage, which shall contain an endorsement, addendum, or rider amending the general liability policy to include the Sedalia Parks and Recreation Department as an additional insured, for the following types of insurance and in the following minimum amounts:

- Workmen's Compensation Insurance - per Statutory requirement
- Comprehensive General & Auto Liability
 - Bodily injury, including death & Property Damage \$ 1,000,000 per occurrence
\$ 2,000,000 aggregate

United States and Local Products Preference

Bidders are informed that the Missouri Domestic Products Procurement Act (Sections 34.350 to 34.359, RSMo) requires manufactured goods or commodities used and supplied in the performance of a contract for construction, alteration, repair, or maintenance of any public works, which contract is valued at \$25,000 or more, to be manufactured or produced in the United States.

Bidders are further informed that the Bidders are further informed that the purchasing policy for the City of Sedalia includes a local products preference policy, a copy of which policy is available upon request to the City Clerk. Consequently, the award of contracts for materials and supplies and also for labor will be made in accordance with that policy. Furthermore, successful bidders will be required to abide by the City's policy in completing the Work.

5. ASSESS RFP DOCUMENTS

Before submitting a proposal, vendors shall examine the specifications in order to understand all existing conditions and limitations. The vendor shall indicate in the proposal the total sum to cover the cost of all items included in the RFP.

5. COSTS OF RFP PREPARATION AND SUBMISSION

Each vendor shall be responsible for all costs incurred in order to prepare and submit their response to this RFP.

6. PROPOSAL REVIEW

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the City's project team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to the project team making a recommendation to the Sedalia Parks & Recreation Board. All applicable information will be subject to public disclosure in accordance with the Freedom of Information Act, at award of contract, cancellation of this RFP, or within 180 days, whichever shall occur first.

7. PROPOSAL

Proposals received by the closing date and time will be opened and evaluated by Sedalia Parks and Recreation. Proposals not received by the closing date and time will remain unopened and will not be considered. Incomplete proposals may, at the park department's sole discretion, be disqualified from consideration.

The Sedalia Parks and Recreation Department reserves the right to amend or clarify the specifications at any time prior to the closing for receipt of proposals. Copies of any amendments may be transmitted to prospective vendors via fax, e-mail or mail.

The proposal must be prepared in the following format:

Section 1 – Executive Summary

Provide a concise overview of the design and implementation plan proposed.

Section 2 – Vendor Background and Qualifications

Provide narrative responses to the following questions, including any necessary documentation, for each item listed below.

1. Specify the number of years the vendor has been a provider of the services requested. Discuss the background of the vendor including company history, staff size and ownership structure. Briefly highlight projects completed similar to the project being proposed.
2. Describe the seniority, tenure and background of the proposed project team.
3. Discuss the vendor's commitment to understand and implement environmentally friendly applications that could be incorporated into the project.

Section 3 – Customer References

Please provide contact information for at least three (3) customer references that are representative of

the proposed services.

Section 4 – Cost Information

Costs should be itemized by the project areas identified in the General Project Description.

Section 5 – Statement of Understanding

The City anticipates a contract award date of May 3, 2010 with work commencing shortly thereafter. Provide a statement verifying your understanding of the anticipated contract award date. Vendors may not withdraw their proposal for a period of ninety (90) days after the closing date for submission of proposals.

8. RIGHT OF REFUSAL

The City reserves the right to reject any or all RFPs in their entirety. The City reserves the right to award the contract in any manner deemed in the best interest of the City.

9. EVALUATIONS

The primary criteria for vendor evaluation and consideration are:

- Completeness and thoroughness of proposal
- Demonstrated ability to understand the purpose/mission of the project
- Prior experience with similar projects
- Overall project approach
- Favorable past experiences of the City and/or references in working with the vendor

Evaluation of the proposals is expected to be completed within 10 calendar days after the stated closing date. The proposal selected shall be the proposal deemed to be in the best interests of Sedalia Parks and Recreation while providing the most cost-effective approach to meet the stated requirements. The lowest priced proposal will not necessarily be selected.

Sedalia Parks and Recreation reserves the right to a) reject any or all proposals, or to make no award, b) require modifications to initial proposals or c) to make partial or multiple awards. Sedalia Parks and Recreation reserves the right to request clarification or explanation on any proposal submitted. Sedalia Parks and Recreation further reserves the right to excuse technical defects in a proposal when, in its sole discretion, such excuse is in the best interests of Sedalia Parks and Recreation.

10. PROJECT TIMELINE

Listed below are specific and estimated dates and times of actions related to this RFP. In the event that the City finds it necessary to change any of the specific dates and times for the events listed below, it will do so by issuing an amendment to the RFP as outlined herein.

Date

May 2, 2025

May 23, 2025 – 2:00 p.m.

May 23 - June, 2011

June 10, 2025 – 5:30 p.m.

Event

Issuance of RFP

Proposal Submission Deadline

City Project Team Review

Recommendation to Park Board

11. COMPENSATION

Following the selection of a firm and the successful negotiation of an agreement for services, a contract shall be entered into between the City and the firm. Reimbursements shall be made according to an agreed upon schedule, specified within the contract for a maximum not-to-exceed amount.

SEDALIA PARKS AND RECREATION

EXHIBIT 1

AFFIDAVIT OF WORK AUTHORIZATION

The contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as
_____ (Position/Title) first being duly sworn on my oath, affirm
_____ (Business Entity Name) is enrolled and will continue to
participate in the E-verify federal work authorization program with respect to employees hired after
enrollment in the program who are proposed to work in connection with the services related to this
invitation for bid and for the duration of this contract, if awarded, in accordance with subsection 2 of section
285.530, RSMo. I also affirm that _____ (Business Entity Name)
does not and will not knowingly employ a person who is an unauthorized alien in connection with the
contracted services related to this invitation for bid for the duration of the Contract/ Subcontract, if
awarded.

In affirmation thereof, the facts stated above are true and correct. (The undersigned understands that
false statements made in this filing are subject to the penalties provided under section 575.040
RSMo).

Authorized Representative's Signature

Printed Name

Title

Date

Subscribed and sworn to before me this _____ of _____, I am commissioned as
a notary public within the County of _____, State of _____
and my commission expires on _____.

Signature of Notary

Date

_____ and my commission expires on _____.
(Name of State)

SEDALIA PARKS AND RECREATION

Exhibit 2
BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

Sedalia Parks and Recreation
1800 West Third Street
Sedalia, MO 65301

BID

Bid Due Date:

Description (Project Name and Include Location):

BOND

Bond Number:

Date (Not earlier than Bid due date):

Penal sum _____ \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

_____(Seal) _____(Seal)
Bidder's Name and Corporate Seal Surety's Name and Corporate Seal

By: _____ By: _____
Signature Signature (Attach Power of Attorney)

Print Name Print Name

Title Title

Attest: _____ Attest: _____
Signature Signature

Title Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

SEDALIA PARKS AND RECREATION

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SEDALIA PARKS AND RECREATION

Exhibit 3 PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*): _____

SURETY (*Name and Address of Principal Place of Business*): _____

OWNER (*Name and Address*)

Sedalia Parks and Recreation
1800 West Third Street
Sedalia, MO 65301

CONTRACT

Effective Date: _____

Agreement Amount: _____

Description (*Name and Location*): _____

BOND

Bond Number: _____

Date (*Not earlier than Effective Date of Agreement*): _____

Amount: _____

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

_____(Seal)

_____(Seal)

By: _____

Signature

By: _____

Signature (*Attach Power of Attorney*)

Print Name

Print Name

Title

Title

Attest: _____

Signature

Attest: _____

Signature

Title

Title

Note: Provide execution by additional parties, such as joint ventures, if necessary.

SEDALIA PARKS AND RECREATION

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
 - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract; or
 2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
 - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and

resulting from the actions of or failure to act of Surety under Paragraph 3; and
5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

- 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address and Telephone)*

Surety Agency or Broker:

Owner's Representative *(Engineer or other Party)*:

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Exhibit 4 PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*): _____

SURETY (*Name and Address of Principal Place of Business*): _____

OWNER (*Name and Address*)

Sedalia Parks and Recreation
1800 West Third Street
Sedalia, MO 65301

CONTRACT

Effective Date: _____

Agreement Amount: _____

Description (*Name and Location*): _____

BOND

Bond Number: _____

Date (*Not earlier than Effective Date of Agreement*): _____

Amount: _____

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

_____(Seal)

_____(Seal)

By: _____

Signature

By: _____

Signature (*Attach Power of Attorney*)

Print Name

Print Name

Title

Title

Attest: _____

Signature

Attest: _____

Signature

Title

Title

Note: Provide execution by additional parties, such as joint ventures, if necessary.

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Note: Provide execution by additional parties, such as joint ventures, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with Contractor:
 - 4.1.1 Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 - 4.1.2 Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 - 4.1.3 Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - 6.1 Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. Definitions
 - 15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the

performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address and Telephone)*

Surety Agency or Broker:

Owner's Representative *(Engineer or other Party)*: