
SEDALIA PARKS AND RECREATION

REQUEST FOR PROPOSALS (RFP)

Sedalia Project No. 2026-244-50-01

Tree Removal

ISSUE DATE: AUGUST 10, 2026

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

PROJECT CONTACT: Shawna Yager
Landscape Supervisor

Phone : (660) 826-4930
Email : syager@sedaliaparks.com

PROPOSALS DUE: **AUGUST 28, 2026**
2:00 PM Central Standard Time

Request For Proposals Sedalia Parks and Recreation Tree and Stump Removal

1. INTRODUCTION

The Sedalia Parks and Recreation Department is soliciting proposals for tree and stump removal of five (5) trees at Liberty Park located at 1600 West Third Street, four (4) trees at Hubbard Park located at 701 North Missouri Street, and two (2) trees at Katy Park located at 2100 Clinton Road, all in Sedalia, Missouri 65301.

2. SCOPE OF WORK

Tree and stump removal:

- All removed trees, stumps, branches, etc. must be hauled off
- All work will be done safely with turf friendly equipment, and in accordance with ANSI 300 arborist standards Cleanup and haul-off included in the price.
- Stump to be removed ground to below grade.

Liberty Park



Tree (L1) Hackberry north of Wilkerson Street, East of lagoon Liberty Park

Tree and stump removal:

Removal of (1) Hackberry east of the lagoon in Liberty Park.

Stumps to be removed to below grade, area to be backfilled if needed to level.



Trees (L2, L3, L4)

Tree and stump removal:

Removal of (2) EAB infected ash, (1) maple east of small parking lot Liberty Park.
Topless ash has served as nest for owls will need to be removed during inactive time.
Stumps to be removed ground to below grade area to be backfilled if needed to level.



Tree (L5)

Tree and stump removal:

Removal of (1) Oak closest to road north of Convention Hall east of staff parking in Liberty Park.
Stumps to be removed to below grade, area to be backfilled if needed to level.

Hubbard Park



Trees (H1,H2,H3,H4) around walking trail in Hubbard Park

Tree and stump removal:

Removal of (4) EAB infected ash Hubbard Park

Stumps to be removed to below grade, area to be backfilled if needed to be level.

Katy Park



Trees (K1,K2)

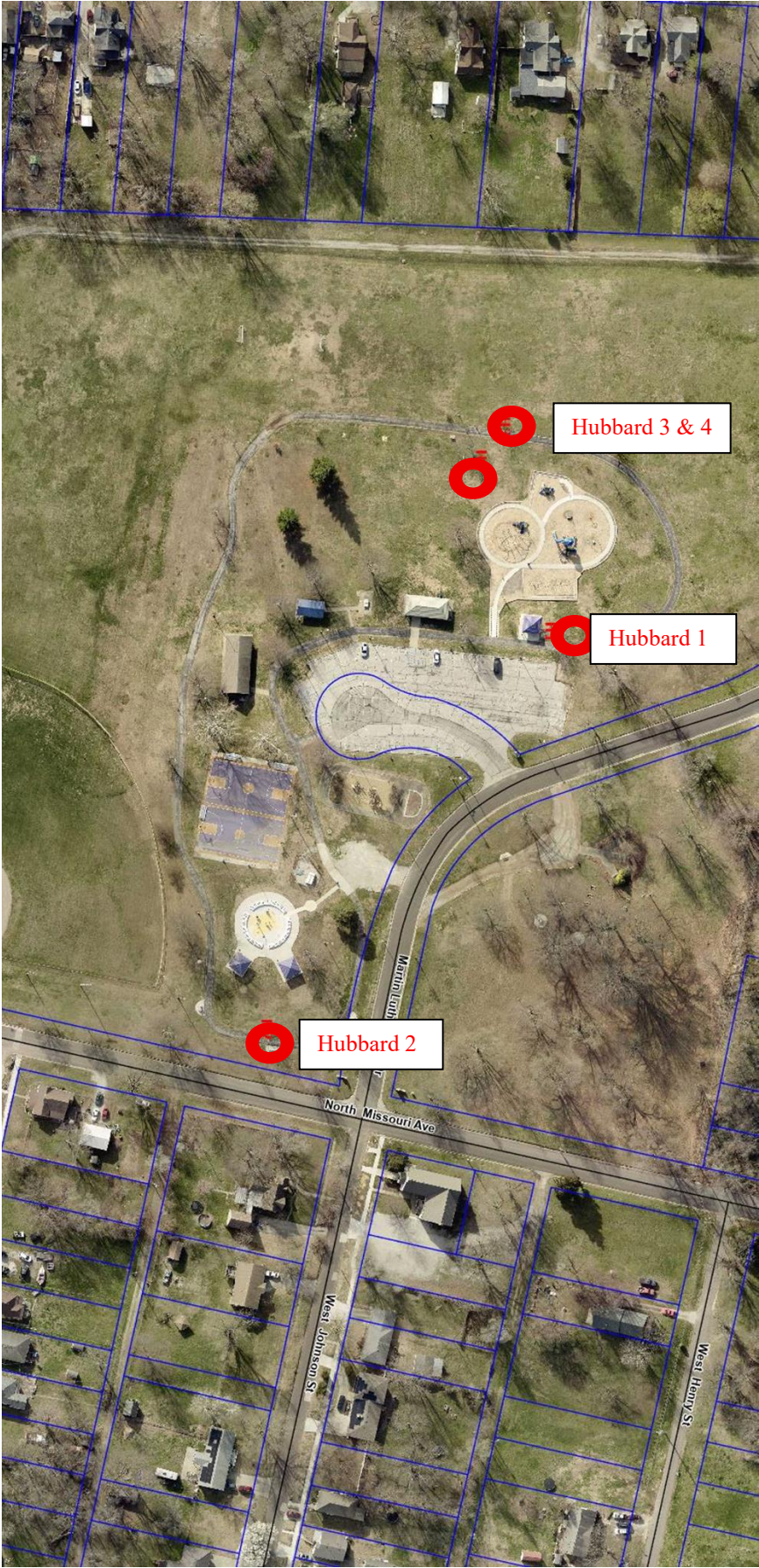
Tree and stump removal:

Removal of (2) EAB infected ash Katy Park

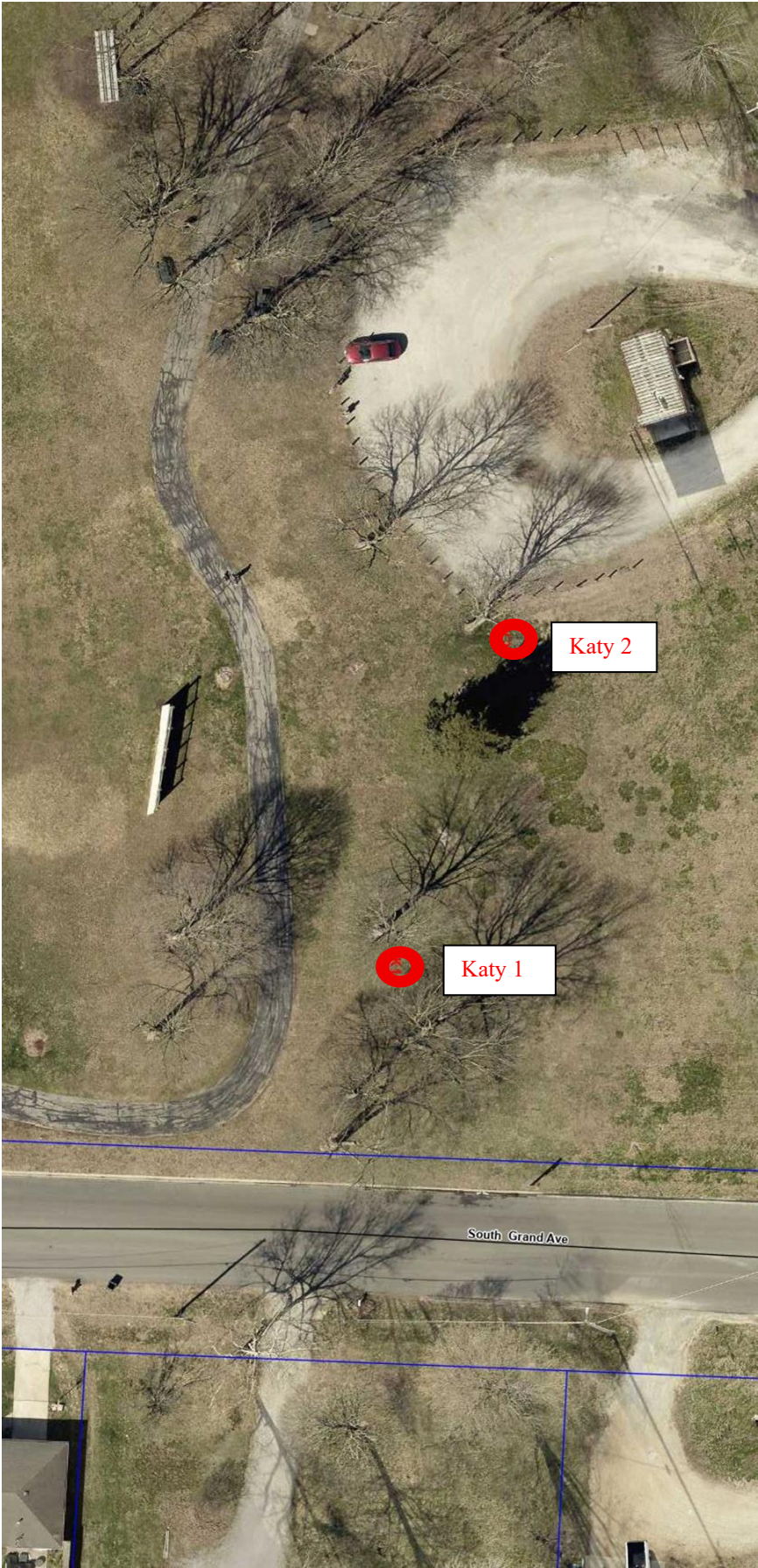
Stumps to be removed to below grade, area to be backfilled if needed to level



Liberty Park



Hubbard Park



Katy Park

3. REQUIREMENTS

Qualified firms should respond with two copies of a written proposal to include the following information:

1. Approach and proposed services.
2. Information about the company.
 - Key personnel of the firm and their background, experience, and qualifications.
 - List experience with similar projects.
6. Fee structure for the project to include proposed fee and all reimbursable items.
7. Include a proposed contract.

4. TIMELINE

Listed below are specific and estimated dates and times related to this RFP. In the event that it is 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.

<u>Date</u>	<u>Event</u>
August 10, 2026	Issuance of RFP
August 28, 2026, 2:00 p.m.	Submittals Due
September 10, 2026	Park Board Approval
September 11, 2026	Notice to Proceed

SUBMITTAL OF BIDS

Bidders shall submit bids to:

Sedalia Parks and Recreation
ATTN: Shawna Yager
Landscape Supervisor
1800 West Third Street
Sedalia, Missouri 65301

Any questions should be directed to Shawna Yager at (660)-221-7532, or syager@sedaliaparks.com.

Proposals must be received by 2:00 p.m. Central Time, Friday, August 28, 2026.

The City of Sedalia is exempt from all sales tax. Exemption certificates will be furnished upon request.

Bids shall be submitted in a sealed envelope clearly marked with **Tree Removal**, 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 known.

Bid Opening

All bids will be publicly opened and read aloud at 2:00 p.m. at Heckart Community Center on Friday, August 28, 2026, at 2:00 p.m.

General Provisions Related to the Bidding Process**Substitute Materials or Work**

Substitute materials or work may be permitted upon approval of the Project Manager.

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 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 Shawna Yager an e-mail at syager@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 Shawna Yager at (660) 221-7532. 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 upon successful completion and 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.

Construction Safety Training

Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to (1) provide; and (2) require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations that is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.

Federal Work Authorization Program and Proof of Lawful Presence

- Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services.
- E-Verify is a qualified federal work authorization program. Additional information about E-Verify can be found at www.uscis.gov/verify.
- 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.

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 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 AND EVALUATION

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.

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 and reserves the right to award the contract in any manner deemed in the best interest of the City.

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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.

Bidder must complete the following in its entirety (in the space provided or on separate pages if more space is needed). Bidder must sign and date below where indicated.

Name of Company

The specialized experience, years of experience and technical competence of the contractor:

Itemized cost of tree and stump removal per tree and additional items needed:

Tree and Location (see photographs)	Tree Removal Cost	Stump Removal Cost	Total Cost
L1 – Liberty Park Hackberry			
L2- Liberty Park Ash			
L3 – Liberty Park Ash			
L4 – Liberty Park Maple			
L5 – Liberty Park Oak			
H1 – Hubbard Park Ash			
H2 – Hubbard Park Ash			
H3 – Hubbard Park Ash			
H4 – Hubbard Park Ash			
K1 – Katy Park Ash			
K2 – Katy Park Ash			
TOTAL			

Date Available to Start Project _____

Number of Days Required to Complete Project _____

References

CONTACT NAME	POSITION	COMPANY	PHONE #	EMAIL
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2.				
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3.				
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4.				
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5.				
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Other Items to be noted

By signing below, I am certifying that I am submitting this proposal as an authorized representative of the below-named firm, have thoroughly reviewed and understand the Request for Proposal, understand that if selected as the successful bidder by Sedalia Parks and Recreation, will be required to enter into an agreement per the terms and conditions in Part 8 of this Request for Proposals, and am submitting the proposal accordingly.

Dated this _____ day of _____, 2026.

Authorized Representative Signature

Authorized Representative Name/Title

Company Name

Address

City/State/Zip Code

Phone Number

Email Address

Acceptance of Bid and Intention Issue Notice to Proceed:

Dated this _____ day of _____, 2026.

Amy Eppler, Director

8. REQUIRED FORMS FOR SUCCESSFUL BIDDER

The following forms in Part B are provided for reference only and do not need to be completed to submit a proposal or be considered. The following forms will be needed by the selected successful bidder:

1. Standard Agreement
2. Work Authorization Affidavit
3. City of Sedalia Business License
4. Completed W-9 Form

COMPENSATION

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

The following forms are provided for reference only and do not need to be completed to submit a proposal. The following forms will be needed by the selected successful bidder:

1. Standard Agreement
2. Work Authorization Affidavit
3. Occupational License Form. Available on City of Sedalia website:
<https://www.sedalia.com/grow/permits-licensing/contractors/>
4. W-9 Form

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AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2026, (the “Effective Date”) by _____ (hereinafter “Contractor”) and Sedalia Parks and Recreation (hereinafter “SPR”).

WHEREAS, SPR desires to engage the Contractor to provide services to SPR as more fully described in the Contractor’s proposal in response to SPR’s RFP #2026-244-50-01 (hereinafter “Project Services”) attached hereto as Exhibit A and incorporated herein by reference.

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, SPR 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. This Agreement shall begin as of the Effective Date. The Contractor shall complete the Project Services no later than _____, 2026 unless otherwise extended or terminated as provided herein.

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. SPR agrees to compensate the Contractor for Project Services in a total amount not to exceed \$ _____, unless authorized by SPR pursuant to a change order approved by SPR in accordance with applicable City of Sedalia ordinance requirements. SPR will pay all proper invoices within thirty (30) days of receipt. The following establishes the invoice procedure:

1. All invoices shall contain a narrative entry sufficient to describe the work or task performed and an indication of the person and job classification who performed the work.
- 2.

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 SPR for any damage resulting to SPR 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 programs 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 SPR 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 5 above.
- B. The penalty described in Subsection A of this Section shall not begin to accrue until the time periods described in Section 5B and 5C have elapsed.
- C. Violation 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 Section 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 an 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 SPR 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. Contractor shall obtain and keep in force commercial general liability insurance with a minimum each occurrence limit of \$1,000,000 and a minimum \$2,000,000 aggregate.
- 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. SPR 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 SPR 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 minimum combined single limit of \$500,000, 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. 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 SPR, 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 SP 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 subcontractor as the City may exercise over Contractor under any provisions of this Agreement. Nothing contained in this Agreement 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.** Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in this Agreement, Contractor (or surety) shall be liable to SPR in the amount of One Hundred Dollars (\$100) per day for each and every calendar day that the Agreement remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to SPR and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from SPR.

- E. Termination. SPR shall have the right at any time by written notice to Contractor to terminate and cancel this Agreement, without cause, for the convenience of SPR, and Contractor shall immediately stop work. In such event SPR shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed Agreement price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the Agreement, 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.

SPR reserves the right to terminate this Agreement by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of SPR 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 Agreement, or persistently disregard instructions of SPR or fail to observe or perform any provisions of the Agreement.

- F. SPR's Right to Proceed. In the event this Agreement is terminated pursuant to Paragraph E above, then SPR may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to SPR for any costs over the amount of this Agreement thereby occasioned by SPR. In any such case, SPR 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 SPR under any other provisions of the Agreement, city ordinances, and state and federal laws.

G. Liability.

1. In no event shall SPR be liable to the Contractor for special, indirect, or consequential damages, except those caused by the SPR's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this Agreement. The maximum liability of SPR shall be limited to the amount of money to be paid or received by the Contractor under this Agreement.
2. The Contractor shall defend, indemnify and save harmless SPR, 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 Agreement, or the work of any subcontractor 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 Agreement to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of SPR, its officials, agents and employees.

3. The Contractor shall indemnify and hold SPR 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 SPR, 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 SPR, 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 Agreement, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Sedalia, 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 Agreement. 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 Agreement and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of SPR thereto, provided, however, that claims for money due or to become due to the Contractor from SPR under this Agreement 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 SPR. Any such assignment is expressly subject to all rights and remedies of SPR under this Agreement, including the right to change or delete activities from the Agreement or to terminate the same as provided herein, and no such assignment shall require SPR to give any notice to any such assignee of any actions which SPR may take under this Agreement.
- J. Nondiscrimination. The Contractor agrees in the performance of this Agreement 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.

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 SPR 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:

SPR: Sedalia Parks and Recreation
ATTN: Amy Epple, Director
1800 West Third Street
Sedalia, Missouri 65301

Contractor: _____
ATTN: _____

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 Pettis County, Missouri.

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

_____:

SEDALIA PARKS AND RECREATION:

By:_____

By: _____

Name:_____

Name: Amy Epple

Title:_____

Title: Director, Sedalia Parks & Recreation

ATTEST:

ATTEST:

By:_____

By: _____

Name:_____

Name: Jason Myers

Title:_____

Title: City Clerk

- **EXHIBIT A**

(Attached Selected Bidder Proposal)

EXHIBIT B**CITY OF SEDALIA, MISSOURI WORK AUTHORIZATION AFFIDAVIT PURSUANT TO 285.530,
RSMo
(FOR ALL CONTRACTS IN EXCESS OF \$5,000.00)**

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

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:

1. My name is _____ and I am currently the _____ of _____ (hereinafter "Contractor"), whose business address is _____, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the services Contractor is providing to, or will provide to the City of Richmond, Missouri.
4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

Affiant

Printed Name

Subscribed and sworn to before me this _____ day of _____, 2026.

Notary Public

SEAL

