



*Let's Cross Paths*

REQUEST FOR QUALIFICATIONS  
RFQ-2026-011

2026-2028 Professional Services Consultant Roster

City of Sedalia  
Sedalia, Missouri

Release Date:  
December 19, 2025

**Due Date:** None—may be submitted at any time.

**CITY OF SEDALIA**  
**RFQ-2026-011**  
**Request for Statements of Qualifications**  
**For**  
**2026-2028 Professional Services Consultant Roster**

The City of Sedalia, Missouri is requesting Statements of Qualifications (SOQs) from qualified firms to establish a professional services consultant roster of engineers, architects, landscape architects, land surveyors, and construction managers for use during the calendar years 2026 through 2028. The roster may be used for projects with an estimated professional services fee valued at or less than \$200,000. Projects with professional services valued greater than \$200,000 will be advertised individually. The City of Sedalia reserves the right to request additional information from firms, to interview firms on the roster, and/or to re-advertise for consulting services for specific projects if deemed to be in the best interest of the City. Firms are evaluated using the Qualifications-Based-Selection (QBS) process.

Firms or individuals may submit Statements of Qualifications at any time through June 30, 2028. Full details regarding preparing and submitting SOQs are on the City's website, [www.sedalia.com](http://www.sedalia.com) .

SOQs must be submitted via email to Jeremy Stone at, [jstone@sedalia.com](mailto:jstone@sedalia.com) or via hardcopy to City of Sedalia, Attention: Jeremy Stone Project Manager, 200 S. Osage Ave. Sedalia, MO 65301

Publish dates: December 19 2025

**CITY OF SEDALIA**  
**RFQ-2026-011**  
**Request for Statements of Qualifications**  
**For**  
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The City of Sedalia, Missouri, in accordance with RSMo Sections 8.285 to 8.291, is requesting Statements of Qualifications (SOQ) from qualified firms to establish a professional services consultant roster of Missouri-licensed **engineers, architects, landscape architects, land surveyors, and construction managers** for use during the calendar years 2026 through 2028. The roster may be used for projects with an estimated professional services fee valued at or less than \$200,000. Projects with professional services valued greater than \$200,000 will be advertised individually. The City of Sedalia reserves the right to request additional information from firms, to interview firms on the roster, and/or to re-advertise for consulting services for specific projects if deemed to be in the best interest of the City. Firms are evaluated using the Qualification-Based-Selection (QBS) process.

The City anticipates the general projected need for architects, landscape architects, land surveyors, construction managers, and engineers—including specialty engineers such as electrical, mechanical, structural, architectural, environmental, etc.—to provide assessment, design, planning, and construction management services related to, but not necessarily limited to:

- 1) Water and Wastewater Systems;
- 2) Storm Water Systems;
- 3) Flood Control Systems;
- 4) Roads and Bridges;
- 5) Geotechnical Investigation;
- 6) Building Design, Improvements, and Expansions;
- 7) Landscape Design;
- 8) Construction Administration/Management/Inspection;
- 9) Land Use Planning;
- 10) Transportation Planning/Traffic Studies;
- 11) Environmental; and
- 12) Other General Engineering Needs.

Within the above twelve categories, address the following supplementary service categories that your firm is able to provide as part of a larger project:

- a) Developing Financing/Funding Application for projects
- b) Geotechnical
- c) Environmental

Individuals providing these supplementary services within a larger project might or might not be licensed as an engineer, architect, landscape architect, land surveyor, or construction manager, but may require other licensure (e.g. geologists).

Prospective firms should have experience and familiarity with state and federal funding programs. Responding firms and professionals desiring to provide services are required to be registered and/or licensed with the corresponding Missouri governing

board(s) and to maintain their registration/licensure. Registrations and licensures will be verified upon receipt of SOQs and again at time of project consideration.

This is an open request and firms or individuals may submit Statements of Qualifications at any time through June 30, 2028. Firms may submit one or multiple SOQs to cover all desired areas of expertise; however, each SOQ may not exceed 25 pages, regardless of how many areas of expertise are included. Firms are selected based on the qualifications of the firm and the personnel whose resumes are included in the SOQ and these individuals are expected to provide the services. Therefore, firms are required to submit a new SOQ if changes in key personnel or ownership occur.

A Statement of Qualifications must comply with all of the following conditions and shall be submitted either electronically or hardcopy in order to be accepted:

(A) Includes in the cover letter:

- a. Cover letter addressed to *City of Sedalia, 200 S. Osage Ave, Sedalia, MO 65301*. A salutation is not required, though *Dear Selection Committee* may be used for firms that prefer to have a salutation.
- b. The name of the contact person with the person's address, phone number, and email. There can only be one contact person per SOQ. If different contacts are needed for different categories, submit separate SOQs.
- c. For which of the twelve areas above the SOQ is being submitted. Do not change the category numbers or titles.
- d. The Certificate of Authority for the firm:
  - i. For engineering and land surveying firms, the firm's Business Entity Certificate of Authorization number assigned by the Missouri Division of Professional Registration, specifically the Board for Architects, Professional Engineers, Professional Land Surveyors and Professional Landscape Architects (APEPLSPLA) that authorizes the firm to provide professional services in Missouri.
  - ii. For architecture firms, the firm's must identify an individual architect licensed by the Missouri Division of Professional Registration, specifically the Board for Architects, Professional Engineers, Professional Land Surveyors and Professional Landscape Architects (APEPLSPLA) to practice architecture in the State of Missouri.
- e. Whether the firm desires to be considered for all projects in its area of expertise or if there is a minimum contract amount based on the total project estimate (e.g. only interested in projects with a service contract greater than X dollars). Not providing a threshold will be interpreted to mean that your firm wishes to be considered for any project, regardless of dollar value.
- f. Includes a brief narrative about the firm (years in business, main location, branches, the location that will primarily work on the City's projects, financial stability, etc.).
- g. Includes a statement certifying that neither the firm nor any of its employees or officers have been debarred or suspended by any federal, state, or local entity. Provide an explanation if not able to make this certification.

(B) Includes a section for each selected area of expertise that:

- a. Addresses the firm's qualifications and experience available with current personnel. This is to represent only the firm's qualifications and experience and is not to include anything provided by outside subconsultants. (If your firm typically uses an outside subconsultant, your subconsultant also needs to submit an SOQ to be on the roster.

“Outside subconsultant” is defined as a firm outside the control of your company and does not include subdivisions of your company if your firm, or your firm’s parent company, has direct control over the subdivision.)

- b. Names the key personnel for each area of expertise and their anticipated role(s) for the City’s projects. **Each area must include at least one Missouri-licensed professional as lead or co-lead (in responsible charge) that qualifies the firm to provide services in the specified area of expertise.**
- c. Includes representative project experience gained within the past ten (10) years.
  - i. project location
  - ii. project owner
  - iii. design professional of record (name of firm and individual)
  - iv. completion date or anticipated completion date
  - v. your firm’s role on the project
  - vi. current key personnel that were/are involved in the project and each person’s role on the project
  - vii. identifying any state or federal grant funding used on the project and your firm’s role in obtaining and/or administering the funding.

Projects that carry more weight:

- More recent projects;
- Project owner is a Missouri government entity;
- Projects that involve state and/or federal grants.

(C) Includes a resume section that has resumes for all key personnel identified in the SOQ. Resumes must:

- a. Provide adequate information for determining the qualifications of the individual
- b. Include **Missouri professional license numbers**. (Ensure licenses are current.)
- c. Clearly distinguishes if a listed project was completed during employment with the current employer or a previous employer.

(D) Does not include professional fee information (listing overall project construction cost is okay);  
(E) Is limited to 25 pages (double-sided counts as two pages; cover letter and divider pages are not counted);

(F) Is submitted in PDF file format. File naming convention will be: abbreviated company name and area of expertise, e.g. [Firm Name]-Selected Areas; [Firm Name]-All Areas; [Firm Name]-Water Wastewater; [Firm Name]-Water WW Road Bridges; etc.

(G) **If submitted via hardcopy and must include one complete set of bound documents, signed and dated, and clearly marked on the outside of the sealed package with the Request for Qualification number 2026-011. All responses must be received in the Project Manager’s Office and shall be addressed to :**

City of Sedalia

Jeremy Stone Project Manager

ATTN: RFQ 2026-011 2026-2028 Professional Services Consultant Roster

200 S. Osage Ave.

Sedalia, MO 65301.

## HOW THE ROSTER WORKS:

- A. This roster is created in accordance with RSMo Sections 8.285 to 8.291 and ONLY pertains to engineering, architectural, landscape architectural, land surveying, and construction management services. All of these professions require licensure with one or more of the following: Missouri Division of Professional Registration, specifically the Board for Architects, Professional Engineers, Professional Land Surveyors and Professional Landscape Architects (APEPLSPLA). Any subconsultant in these fields must also have the appropriate Missouri licensure. If a service can be provided by someone other than those with these types of licensures, even if a licensed firm can also do the services, the service does not fall under these sections of Missouri code and cannot be procured using the roster. Any services provided under this roster must be provided by professionals of such a nature that another design professional may rely on the deliverables without needing to verify the accuracy of the information provided to the City. This generally means that deliverables must be stamped by a qualified Missouri-licensed professional.
- B. Submitted SOQs will be reviewed for compliance with the previous section and placed on a roster that will be used as a source from which to select one or more qualified firms from whom a detailed proposal will be requested for a specific project. When the City has need for engineering, architectural, landscape architectural, land surveying, and/or construction management professional services with an estimated total professional services fee:
  1. **Below \$50,000:** the requesting department may select a single firm to contact regarding the project.
  2. **Between \$50,000 and \$200,000:** the requesting department will evaluate at least three firms on the roster that have submitted a SOQ for the appropriate category of services.
    - a. After selecting a minimum of three potentially qualified firms from the roster, the department will provide a project-specific abbreviated RFQ to the selected firms to determine the most qualified firm for its particular project. Firms will be evaluated on these minimum criteria:
      - Firm History and Capability to Perform Project
      - Relevant Project Experience
      - Qualifications of Project Team Members
      - Familiarity with Area
      - Project Approach and Scheduling
    - b. Depending on the complexity of the project, the department may interview (usually virtually) the selected firms to obtain a better idea of the firms' abilities for the specific project. The department will rank the firms and negotiate with the highest ranked. If negotiations with the highest ranked firm are not successful, the department will end negotiations with the highest ranked firm and begin negotiations with the next highest ranked, and so forth.
- C. The City sometimes receives state or federal grant funds for a project. The selected consultant will need to be able to ensure compliance with any terms and conditions imposed by the state or federal funds.
- D. The City will advertise a formal Request for Qualifications if: 1) the needed services are anticipated

to have a value over \$200,000; 2) the City determines that there does not appear to be at least three qualified firms on the roster; or 3) for any other reason the City feels it would be in the City's best interest to do so. If the City issues a formal RFQ, all firms on the roster in the project area(s) will be notified of the RFQ by an email sent to the designated contact person.

GOVERNING LAW; JURISDICTION; VENUE. Any agreement resulting from selection of a firm off this roster shall be governed and construed in accordance with the laws of the State of Missouri without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “claim”) between City and selected Firm that arises from or relates to such agreement shall be brought and conducted solely and exclusively within the District Court of Pettis County, State of Missouri. Firm, by submittal of a Statement of Qualifications, hereby consents to the in personam jurisdiction of said courts.

Firms selected to provide services will be required, as per Exhibit C to the Agreement, to provide evidence of commercial liability, automobile, and professional liability coverages, as well as worker’s compensation coverage that is valid in Missouri and recognized as compliant by the Missouri Department of Labor and Industrial Relations (DOLIR).

DBE-MBE firms are encouraged to participate. The City of Sedalia, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all submitting firms that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit SOQs in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, religion or disability in consideration for an award.

Submittals are subject to the Missouri Sunshine Law and will be available to the public upon request.

Questions or Clarifications: Email any questions pertaining to this Request for Qualifications to Jeremy Stone at [jstone@sedalia.com](mailto:jstone@sedalia.com) Include “RFQ-2026-011” in the subject line.

## APPENDIX A

### PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SEDALIA AND \_\_\_\_\_.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Sedalia, a Missouri municipal corporation ("City"), and , an \_\_\_\_\_ located at \_\_\_\_\_ ("Consultant").

City and Consultant may also individually be referred to as "Party" or collectively as "Parties."

**WHEREAS**, City desires Consultant perform professional services associated with \_\_\_\_\_, further described in Exhibit A; and

**WHEREAS**, Consultant desires to perform such Services for City.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed to and stipulated by and between City and Consultant as follows:

#### I.

#### INCORPORATION OF RECITALS

The foregoing recitals are hereby incorporated into and made a part of this Agreement, including all defined terms therein.

#### II.

#### DUTIES OF CONSULTANT

A. **PROFESSIONAL SERVICES**: Consultant shall perform the professional services as set forth in Exhibit A, attached hereto and incorporated herein ("Services").

B. **SPECIAL PROVISIONS**: All special provisions that apply to this Agreement are set forth in Exhibit B, attached hereto and incorporated herein. In the event that a special provision set forth in Exhibit B conflicts with any other term of this Agreement, the special provision shall govern.

C. INDEPENDENT CONTRACTOR: The Parties agree that Consultant is an independent contractor, with no employment relationship with City.

D. FRINGE BENEFITS: Because Consultant is engaged in Consultant's own independently established business, Consultant is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of City.

E. WORKER'S COMPENSATION: Consultant shall maintain in full force and effect worker's compensation for Consultant and any agents, employees, and staff that Consultant employs, and assure that Consultant's subcontractors do likewise. Consultant shall provide proof of such coverage to City, or satisfactory proof that such worker's compensation insurance is not required.

F. RIGHT OF CONTROL: City agrees that it has no right to control or direct the details, manner, or means by which Consultant accomplishes the results of the Services. Consultant agrees, however, that Consultant's other contracts or services shall not interfere with Consultant's performance of the Services.

G. EQUIPMENT AND SUPPLIES: Consultant shall supply, at Consultant's sole expense, all equipment, tools, materials, and/or supplies needed to accomplish the Services.

H. LICENSES AND LAW: Consultant represents that Consultant possesses the skills and experience necessary and all licenses required to perform the Services. Consultant shall comply with all applicable laws in the performance of the Services, including, but not limited to, all equal employment opportunity requirements, federal wage and labor requirements, and handicap accessibility requirements. If Consultant uses a motor vehicle in performance of this Agreement, Consultant shall maintain a valid driver's license and liability insurance at least in the minimum amounts required by Exhibit A.

I. WARRANTY AND STANDARD OF CARE: Consultant warrants that any materials and/or goods supplied pursuant to this Agreement shall be of good merchantable quality.

Consultant shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

J. SUBCONTRACTORS AND SUBCONSULTANTS: Consultant shall not utilize any subcontractors or subconsultants in the performance of this Agreement without prior written approval from City.

K. INSURANCE: Consultant, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit C, attached hereto and incorporated herein.

L. INDEMNIFICATION: To the fullest extent permissible by law, Consultant shall indemnify and hold City, its officers, officials, and employees harmless for all claims, demands, losses, actions, causes of action, suits, damages, judgments, obligations, liabilities, costs, expenses, and/or injuries to persons or property (collectively "Claims") to the extent that such Claims arise out of or are in connection with any negligent act, error, or omission of Consultant, its officers, officials, or employees, that is in any way connected with the Services provided under this Agreement. In the event that City is alleged to be liable on account of any negligent act, error, or omission of Consultant, its officers, officials, or employees, then Consultant shall reimburse City, in proportion to Consultant's negligence, as determined by the trier of fact, for:

(1) City's cost of defense, including, but not limited to, attorney fees and expenses, court costs, and expert witness fees and expenses; and (2) damages. In the event of litigation, each Party shall defend itself.

Additionally, Consultant agrees to indemnify and hold City, its officers, officials, and employees harmless from any and all taxes, penalties, assessments, fines, premiums, and similar liabilities if Consultant is found by any governmental authority to be an employee rather than an independent contractor in Consultant's performance of the Services.

These indemnification provisions shall survive the expiration or termination of this Agreement. Consultant's indemnification and defense obligations herein shall extend to Claims occurring after this Agreement is terminated or expired, as well as while this Agreement is in force, and shall continue until all Claims are finally adjudicated and fully and finally barred by applicable laws.

M. NON-EXCLUSIVE: This Agreement is not exclusive to Consultant. Consultant acknowledges that City may obtain additional professional services of the same nature as provided for in this Agreement.

N. NON-DISCRIMINATION: Consultant shall not engage in employment practices that discriminate against any person, including any sub-consultant, because of such person's race, creed, sex, color, national origin, ancestry, religion.

O. PERSONNEL: In providing Services under this Agreement, Consultant agrees to assign the direct participation of experienced and qualified personnel. All staff used by Consultant in the performance of the Services shall be qualified by training and experience to perform their assigned tasks. Consultant shall submit, for approval by City, a staffing proposal for the Services. Consultant shall not reassign such staff without City's prior written approval; and City shall have the right to approve their successors. City shall have the right, in its sole discretion, to have any of Consultant's personnel removed from the project.

P. CONSULTANT RELIANCE: Consultant may rely, without liability, on the accuracy and completeness of information provided by City without the need for independent verification.

Q. STATE OF MISSOURI REQUIREMENTS: The following provisions are required by the State of Missouri. The inclusion of these provisions in this Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Agreement. Rather, these provisions are included solely to comply with the laws of the State of Missouri.

1. **ANTI-DISCRIMINATION AGAINST ISRAEL ACT:** If this Agreement: (1) is to acquire or dispose of services, supplies, information technology, or construction; (2) has a total potential value of One Hundred Thousand Dollars (\$100,000) or more; and (3) Consultant is a company with ten (10) or more employees, then, pursuant to **§ 34.600** of the Revised Missouri Statutes, Consultant certifies that Consultant is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in **§ 34.600** of the Revised Missouri Statutes .

### III.

#### DUTIES OF CITY

A. **PAYMENT:** City agrees to pay Consultant up to the total sum, not to exceed, ,\$ Dollars . City shall pay Consultant within thirty (30) days from receipt of invoice from Consultant. Consultant shall keep accurate records of expenses. If City contests an invoice, City shall advise Consultant within thirty (30) days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

B. PAYROLL TAXES: Neither Federal, State, or local income taxes, nor payroll taxes of any kind shall be withheld and paid by City on behalf of Consultant or Consultant's employees. Consultant shall not be treated as an employee of City with respect to the Services performed pursuant to this Agreement for Federal or State tax purposes. Consultant understands that Consultant is responsible to pay, according to law, Consultant's income tax. Consultant further understands that Consultant may be held liable for self-employment (Social Security) tax to be paid by Consultant according to law.

#### IV.

#### GENERAL PROVISIONS

A. TERM AND RENEWAL: The term of this Agreement shall be from the Effective Date of this Agreement through completion of the Services. In the event that this Agreement is dependent upon funding in a future fiscal year, the term of this Agreement shall be wholly contingent upon City's annual appropriation of funds for this Agreement. Said appropriation may be made solely at the option and discretion of City.

B. TERMINATION: This Agreement may be terminated only as follows:

1. City may terminate this Agreement, with or without cause, upon at least fifteen (15) days' written notice to Consultant.

2. Consultant may terminate this Agreement only if City defaults on its obligations under this Agreement, but only after giving City written notice of Consultant's intent to terminate and allowing at least thirty (30) days for the default to be cured.

3. City may terminate this Agreement in the event that City does not appropriate funds for the Agreement for an ensuing fiscal year. In such event, City shall give prompt written notice to Consultant attesting to the non-appropriation of funds and the effective date of termination of this Agreement, and no financial obligations, penalty, liability, or consequence of any kind shall accrue to City after the effective date of said termination.

Upon termination: (1) Consultant shall discontinue the Services under this Agreement; (2) Consultant shall promptly provide City all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services; and (3) City shall pay Consultant a proportional amount of the sum set forth in Section III.A of this Agreement for all Services performed through the date of termination.

C. NOTICES: All notices, requests, demands, statements, and consents required or permitted to be given pursuant to this Agreement shall be in writing and signed by or on behalf of the Party giving the notice. Such communications shall be deemed delivered: (a) immediately if hand-delivered; (b) seventy-two (72) hours after depositing the same in the U.S. mail, certified or registered, addressed to the respective addresses set forth below; or (c) one (1) business day after depositing the same with a recognized commercial air courier or express service, addressed to the respective addresses set forth below. Any communication made by email or similar method shall not constitute notice pursuant to this Agreement.

Consultant: \_\_\_\_\_  
Consultant's Name

\_\_\_\_\_  
Contact Name, Position

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

City:      City of Sedalia  
                  Jeremy Stone  
                  Public Works  
                  Proj. Manager  
                  200 S. Osage Ave.  
                  Sedalia, MO 65301

D. CHOICE OF LAW: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri, with venue for any action brought pursuant to this Agreement to be in the District Court of Pettis County, State of Missouri.

E. SEVERABILITY: Any provision of this Agreement that may be declared invalid or otherwise unenforceable by a court of competent jurisdiction shall not affect the validity or enforceability of any other part of this Agreement, so long as the remainder of the Agreement is reasonably capable of completion.

F. SURVIVAL: Except with respect to City's obligations as set forth in Section IV.A of this Agreement concerning the non-appropriation of funds for this Agreement, all covenants, conditions, indemnifications, and other elements in this Agreement that might involve performance subsequent to any termination or expiration of this Agreement or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Agreement shall survive.

G. AMENDMENTS: This Agreement may be amended only by a writing duly executed by both Parties.

H. PERFORMANCE/WAIVER: No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Agreement, or the waiver by any Party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

I. SUCCESSORS AND ASSIGNS: This Agreement may not be assigned in whole or in part by either of the Parties hereto without the prior express written consent of the other Party.

J. THIRD PARTY BENEFICIARIES: Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.

K. ATTORNEY FEES: Notwithstanding any statute to the contrary, in the event suit is brought by any Party to this Agreement to enforce the terms of this Agreement, the prevailing

Party shall be entitled to recover reimbursement for reasonable attorneys' fees and costs, in the amount determined by the court, in addition to any other available remedies.

L. FORCE MAJEURE: "Event of Force Majeure" means an event beyond the reasonable control of a Party that prevents such Party from complying with any of its obligations under this Agreement, including riots, acts of God, accidents, order of a court of competent jurisdiction, failure of a required governmental approval, civil disorders, acts of war, material shortages, or disease, and not attributable to such Party's neglect or nonfeasance.

No Party shall be considered in breach of this Agreement or liable to the other Party for any losses and damages to the extent that performance of their respective obligations is prevented by an Event of Force Majeure. The Party prevented from carrying out its obligations hereunder ("Affected Party") shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the Affected Party is prevented from performing its obligations by an Event of Force Majeure, while the Affected Party is so prevented, the Affected Party shall be relieved of its obligations hereunder, but shall endeavor to continue to perform its obligations under the Agreement so far as reasonably practicable.

M. PUBLIC RECORDS: The Parties herein understand and acknowledge that this Agreement, its exhibits and attachments, communications between them, and the Work Product are subject to Chapter 610 of the Revised Missouri Statutes and other applicable federal and state laws, and might be subject to disclosure.

N. USE OF CITY NAME: Consultant shall not include the name, logo, or any identifying marks of City in any advertising, sales promotion, or other publicity matter.

O. TIME IS OF THE ESSENCE: Time is of the essence with regard to the performance of all of Consultant's obligations under this Agreement.

P. NON-EXCLUSIVE REMEDIES: No provision in this Agreement made for the purpose of securing enforcement of the terms and conditions of this Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, and the remedies herein provided are deemed to be cumulative.

Q. COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

R. DISPUTE RESOLUTION: In the event that a dispute related to this Agreement arises, the dispute shall be articulated in writing by either Party. City and Consultant shall then attempt to negotiate in good faith and resolve the dispute. If the Parties fail to resolve the dispute through negotiation, then the Parties shall enter into non-binding mediation or another mutually agreed upon alternative dispute resolution process. Each Party shall pay the fees of its counsel, consultants, and experts, but the fees and expenses for the mediator shall be split equally between the Parties. The Parties agree that non-binding mediation or another mutually acceptable alternative dispute resolution process shall precede litigation.

S. OWNERSHIP OF DOCUMENTS: Upon City's payment to Consultant as provided in this Agreement, all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services (collectively "Work Product") shall be the property of City. Use or reuse of Work Product for any purpose other than intended by this Agreement shall be at the risk of City and without legal liability or exposure to Consultant.

T. JOINT DRAFTING: The Parties expressly agree that this Agreement was jointly drafted and both Parties had an opportunity to negotiate its terms and obtain the assistance of legal counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

U. CONTRACTING AUTHORITY: Each Party warrants that the person or persons executing this Agreement on behalf of such Party has the full right, power, and authority to enter into and execute this Agreement on such Party's behalf, and that no consent from any other person or entity is necessary to effectuate this Agreement.

V. MERGER AND INTEGRATION: This writing embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. All previous and contemporaneous communications, representations, or agreements, either verbal or written, between the Parties concerning all subject matters contained in this Agreement are superseded by this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the last day and year written below ("Effective Date").

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

## CITY OF SEDALIA

By: \_\_\_\_\_  
Andrew Dawson, Mayor

**ATTEST:**

---

## Jason Myers, City Clerk

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

## [CONSULTANT]

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF MISSOURI )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, a Notary Public, personally appeared [Signatory], known or identified to me as the [Title] of [Consultant], and stated she/he has the authority to execute this instrument on behalf of [Consultant], and did execute this instrument on behalf of [Consultant].

## Notary Public for the State of Missouri

## Commission Expires

EXHIBIT A  
SCOPE OF SERVICES

## EXHIBIT B

### SPECIAL PROVISIONS

[Special provisions should be reviewed by City Attorney's Office prior to signature. If none, so indicate.]

## EXHIBIT C

### INSURANCE

#### **a. Insurance Requirements**

- i. The Respondent shall understand and agree that the City cannot save and hold harmless and/or indemnify the Respondent or their employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the Contract. Therefore, the Contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the City of Sedalia, its employees, elected officials and the general public against any such loss, damage, and/or expense related to his/her performance under any Contract between the City and the Successful Respondent or Contractor. In the event any insurance coverage is canceled, the City must be notified within **thirty (30) calendar days**. The Successful Respondent or Contractor shall furnish proof of insurance as indicated below. Contractor's insurance, at a minimum, is required to conform to the following and coverage is to remain in force at all times during the contract period.
- ii. Contractor shall purchase and maintain at his/her expense insurance of such types and in such amounts as are specified herein to protect Contractor and the interests of the City and others from claims which may arise out of or result from Contractor's operations by the Contractor or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.
- iii. The following minimum insurance coverage is required. The City is to be added as an "additional insured" in relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the Respondent's expense.
- iv. Respondent will be required and shall require all of its subcontractors to provide, pay for, and maintain in force at all times during the term of a contract required insurance including professional liability insurance, workers' compensation insurance, comprehensive general or commercial liability insurance, business automobile liability insurance, and employer's liability insurance, as provided below.
- v. Such insurance shall cover claims for damages because of Bodily Injury or death to Contractor's employees including claims brought under:
  - 1) Worker's Compensation Laws
  - 2) Disability Benefit Laws
  - 3) Occupational sickness or disease laws
  - 4) Other similar employee benefit laws
- vi. Such insurance shall also cover claims for damage because of Personal Injury, Bodily Injury, Sickness or Disease or Death of any person or persons other than Contractor's employees and claims from injury to or destruction of tangible property including loss of use thereof.
- vii. Failure of the Contractor to maintain proper insurance coverage shall not relieve him/her

of any contractual responsibility or obligation.

viii. Any insured loss under the policies or property insurance is to be adjusted with the City and made payable to the City as trustee for the insured, as their interests may appear, subject to the requirements of any applicable mortgage and of paragraph A.10 hereof.

ix. The City and Contractor waive all rights against each other for damages arising out of an insured loss under policies of property insurance. Contractor shall require similar waivers by subcontractors.

x. If part of the work is to be subcontracted, Contractor shall either cover any and all subcontractors in his/her insurance policies or require each subcontractor not so covered to obtain insurance which will protect the subcontract against all applicable hazards or risks of loss designated herein.

xi. The City as trustee will have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing to the City's exercise of this power within five (5) days after the occurrence of loss, and if such objection be made, arbitrators shall be chosen. The City as trustee will, in that case, make settlement with the insurers in accordance with the directions of such arbitrators.

1) Companies authorized to do business in Missouri and having agents upon whom service of process may be made in the State of Missouri shall issue such policy or policies. Respondent shall specifically protect the City and the City Council by naming the City and the City Council as additional insured under the comprehensive liability insurance policy hereinafter described. The Respondent shall provide the City Clerk's Office an original certificate of insurance for policies required below. All certificates shall state that the City shall be given thirty (30) days of notice prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to meet this requirement, it shall be the responsibility of the Respondent to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the City Clerk's Office. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the City; (2) state the effective and expiration dates of the policies; and (3) include special endorsements where necessary. Such policies provided for below shall not be affected by any other policy of insurance, which the City may carry in its own name.

2) The Respondent shall as a condition precedent of this Contract furnish to the City of Sedalia, Attn: City Clerk's Office, 200 S. Osage Avenue, Sedalia, MO 65301, certificate(s) of insurance upon execution of this Contract which indicate that insurance coverage has been obtained which meets the requirements, forms of coverage and limits of coverage, as outlined below:

xii. Workers' Compensation and Employers' Liability Insurance

1) Workers' compensation insurance is to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Missouri and all applicable federal laws, for the benefit of the Respondent's employee.

2) This insurance shall protect Contractor against any and all claims brought under the Workmen's Compensation Law for the state or states involved in the work. It shall also protect Contractor against claims for injury to, disease, or death of workmen engaged in the work which, for any reason, may not fall within the provisions of the Workmen's Compensation Act. This policy shall include "All States" endorsement.

- 3) Limits of coverage shall not be less than the following:
  - (a) Workmen's Compensation – Missouri Statutory Requirement, Chapter 287, Revised Statutes of Missouri
  - (b) Employer's Liability - \$500,000 each person

xiii. Comprehensive Automobile Insurance

1) Contractor shall carry Comprehensive Automobile Insurance covering all vehicles owned, hired, rented or non-owned, licensed or not licensed, used in the operations and work under this contract.

- 2) Liability limits shall be not less than the following:

Bodily Injury (B.I.): Each person	\$1,000,000
Each accident	\$3,000,000
Property Damage (P.D): Each accident	\$1,000,000
Combined Single Limit (CSL)	\$3,000,000

3) The City shall be named additional insured on this insurance in regard to all claims arising out of the operations and work under this contract.

xiv. Comprehensive General Liability

- 1) This insurance, to be on comprehensive form, shall protect Contractor against any and all claims in connection with or resulting from Contractor's operations under the Contract Documents for injuries to or death of any person other than his employees, and damage to property of others, including loss of use resulting therefrom, arising in whole or in part out of any act or omission of Contractor, his agents or Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.
- 2) In addition, this general liability insurance policy shall be endorsed to provide blanket contractual liability insurance.
- 3) The property damage liability coverage under this policy shall contain no exclusion (commonly referred to as XC&U exclusion) relative to damage to underground property.
- 4) Liability limits shall be not less than the following:

General aggregate limit (other than products - completed operations) -	\$1,000,000
Products- completed operations aggregate limit -	\$3,000,000
Combined Single Limit -	\$3,000,000

- 5) Property damage liability insurance will provide explosion, collapse and underground coverages where applicable.
- 6) Subcontractors not eligible for professional liability coverage, by virtue of their trade, shall provide commercial general liability coverage acceptable to the City's Attorney. Subcontractors eligible for professional liability coverage shall be required to provide professional liability coverage acceptable to the City's Attorney on a project-by-project basis.
- 7) This policy shall include personal injury liability insurance for limits of not less than \$1,000,000 per claim and \$2,000,000 annual aggregate.
- 8) This policy shall provide "Broad Form Property Damage" insurance.
- 9) The City of Sedalia shall be named an additional insured on this insurance in regard to all claims arising out of the operations and work under this contract.
- 10) This policy shall include products and completed operations coverage for limits as specified above.

xv. Professional Liability/Errors and Omissions Coverage

Combined Single Limit

Each Occurrence	\$1,000,000
General Aggregate Limit	\$3,000,000

Deductible not to exceed 10%

Must be in effect for at least five (5) years after Project completion

xvi. Excess or Umbrella Liability

General aggregate -	\$3,000,000
Each occurrence -	\$1,000,000

- 1) This policy shall include products and completed operations coverage for limits as specified above.
- 2) This policy shall include personal injury liability insurance for limits of not less than \$1,000,000 each claim and \$2,000,000 annual aggregate.
- 3) This policy shall provide "Broad Form Property Damage" Insurance.
- 4) The City of Sedalia shall be named an additional insured on this insurance in regard to all claims arising out of the operations and work under this contract.

xvii. Owner's Protective Liability Insurance:

- 1) This insurance shall name the City as the named insured, and the insurance shall be maintained in force for the duration of the Contract and shall be purchased by the Contractor at his expense.
- 2) Policy shall be for the same limits of liability as the Comprehensive General Liability Insurance and shall protect the City against any and all claims, and liabilities for injury to or death of persons, or damage to property caused in whole or in part by the negligent acts or omissions of Contractor, his agents, employees, or subcontractors, in connection with or resulting from the operations performed under the terms of the Agreement.

- b. The above insurance requirements are only required to be carried by the Respondent during the term of the assigned project and provided upon award of the task order, except for professional liability/errors and omissions insurance which must be in effect for at least five (5) years after project completion.
- c. The City is required to be named as additional insured under the commercial general liability insurance policy. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Respondent. Any exclusions or provisions in the insurance maintained by the Consultant that precludes coverage for the work contemplated in a contract shall be deemed unacceptable, and shall be considered a breach of contract.
- d. In the event that you are the Successful Respondent, you will be required to provide certificates for the above insurance naming the City as an "additional insured". The Certificate holder needs to send those copies of the required certificates to the following address:

City of Sedalia  
City Clerk's Office  
200 S. Osage Avenue  
Sedalia, MO 65301

e. The Respondent shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in force for the duration of the project. If insurance certificates are scheduled to expire during the contractual period, the Respondent shall be responsible for submitting new or renewed insurance certificates to the City at a minimum thirty (30) calendar days in advance of such expiration.