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# SEDALIA PARKS AND RECREATION

## REQUEST FOR PROPOSALS (RFP)

### Liberty Pool Slide Refinishing

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ISSUE DATE: AUGUST 29, 2025

ISSUED BY: Sedalia Parks and Recreation  
1800 West Third Street  
Sedalia, MO 65301

Website : [www.sedaliaparks.com](http://www.sedaliaparks.com)

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

PROPOSALS DUE: SEPTEMBER 11, 2025  
11:00 AM Central Standard Time

Sealed envelopes to be marked: **"BID ON POOL SLIDE REFINISHING"**

Submitted by:

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*Do not remove pages from bid packet. Return entire bid packet when submitting bid.*

MAIL OR DELIVER BID PACKETS TO:  
SEDALIA PARKS & RECREATION  
ATTN: MATT HARRIS  
1800 W. 3RD ST.  
SEDALIA, MO 65301

**Request For Proposals  
Sedalia Parks and Recreation  
Liberty Pool Slide Refinishing**

**1. INTRODUCTION**

The City of Sedalia Parks & Recreation Department will accept sealed bids for the **"POOL SLIDE REFINISHING"** project until 11:00 a.m. on Thursday September 11<sup>th</sup> at the Parks & Recreation Office, 1800 W. 3<sup>rd</sup> St., Sedalia, MO 65301 for refinishing the water slides at Liberty Pool.

Bidders are strongly encouraged to attend the pre-bid meeting, Friday September 5<sup>th</sup> at 10am at Liberty Pool, 1700 W. 3<sup>rd</sup> St., Sedalia MO 65301.

Bids will be publicly opened at the Parks Office at or shortly after 11:00 a.m. on Thursday September 11<sup>th</sup>.

All bidders are required to submit their proposal on the printed forms contained in the Contract Documents. Proposals shall be submitted in a sealed envelope and marked **"BID ON POOL SLIDE REFINISHING."** A bidders bond for the amount of 5% of the total amount of the bid payable to the City of Sedalia must accompany each proposal.

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 provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration (OSHA) or a similar program approved by the Missouri Department of Labor and Industrial Relations which 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

**2. SCOPE OF WORK**

**Interior**

1. Inspect all flange bolts and replace or tighten as needed.
2. Realign seams as needed.
3. Re-caulk all seams with Sikaflex or 3M400 or equivalent.
4. Prepare interior of slide for Gel Coat.
5. Gel Coat to be applied at a thickness of 18 - 24 mils.
6. Isophthalic Maxguard Premium Gel Coat or equivalent is to be used
7. Apply a non-skid finish at start tub.
8. The contractor shall have a project coordinator as an employee to oversee the

entire project. The scheduling of work in progress inspections with city building officials shall be the responsibility of the project coordinator.

9. Contractor shall furnish all labor, materials and service necessary to complete the projects.

**Exterior**

1. Power wash exterior of slide with cleaner
2. Prime - coat as needed.
3. Paint exterior with Poly - Siloxane Paint or equivalent.

**INSTALLATION**

1. Site preparation shall be done by the contractor. The vendor will need to work with a representative of the Parks and Recreation Department to coordinate start times.
2. The contractor shall be responsible for all equipment and materials until the projects are completed.
3. The Sedalia Parks Department shall provide, pay for, and maintain approved, electrical power and water. Power shall be adequate to accommodate all necessary electrical construction equipment.
4. Storage of materials may be accommodated within the project boundary in areas as approved and directed by a Parks & Recreation representative where they will be secured and out of the way. Contractor shall be responsible for all materials stored on site.
5. It is the Contractor's responsibility to erect a protective barrier around the construction site to prevent access by the public during times when the site is vacated by the construction crews.
6. The contractor and a representative from the Parks and Recreation Department shall meet on site to verify completion of the project.

Qualified firms should respond with one copy of a written proposal to include the following information:

1. Materials and approach to the work.
2. Information about the company - key personnel, qualifications and years of experience.
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 problems after substantial completion.
5. Fee structure for the project to include proposed fee and all reimbursable items.
6. Include a proposed contract.

**3. PRE-BID MEETING**

All parties who are interested in submitting a bid on this project are strongly

encouraged to attend the Pre-Bid Meeting to be held on September 5<sup>th</sup> 2025 at 10:00 a.m. at Liberty Park Pool, 1700 W. 3<sup>rd</sup> St., Sedalia, MO 65301.

It is absolutely imperative that the Contractor completely understands the scope of the project. No allowances will be made for failure to recognize the hidden conditions that may impact the completion, cost, or redesign of the proposal.

#### 4. **TIMELINE**

Listed below are specific and estimated dates and times of actions 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 29, 2025	Issuance of RFP
September 5, 2025, 10:00 a.m.	Pre-Bid Meeting
September 11, 2025, 11:00 a.m.	Submittals Due
September 11, 2025	Park Board Approval
September 12, 2025	Notice to Proceed

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#### **SUBMITTAL OF BIDS**

Sealed bids for "**POOL SLIDE REFINISHING**" will be received at the City of Sedalia Parks & Recreation Office, Sedalia, Missouri, until 11:00 A.M., September 11 2025, and will be publicly opened and read aloud at the City of Sedalia Parks & Recreation Office shortly thereafter. These bids are to be submitted in a sealed envelope marked on the outside "**BID ON POOL SLIDE REFINISHING.**"

Provide in the bid proposal all warranties and description for:  
GEL COAT  
ADHESION OF PAINT

Bidders shall submit bids to:

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

#### 5. **PROPOSAL GUARANTEE**

A Bidder's Bond for not less than five percent (5%) of the total amount of the bid must be submitted with the bid as a guarantee that the bidder will enter into a contract with the City if awarded the contract.



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.

**6. REJECTION OF BIDS**

The City of Sedalia Parks & Recreation Department reserves the right to reject any or all bids and waive defects in bids. No bid may be withdrawn for a period of sixty (60) days after the time set for opening bids.

**7. QUALIFICATION OF BIDDERS**

Before the City of Sedalia Parks & Recreation Department enters into a contract based on any bid presented, the bidder must satisfy the Director of Parks of Recreation as to his/her competence to construct such work.

- a. Experienced in the application of specified coatings for a minimum of 5 years on projects of similar size to this project.
- b. Contractors Personnel: American Composite Manufactures Associated Certified
- c. Contractors Personnel: Certified in Gel Coat matching and application
- d. Contractors Personnel: Certified in epoxy resin application
- e. Contractors Personnel: Trained for application of specified coatings

Submit list of a minimum of three completed projects of similar size and complexity. Include:

- a. Project name and location
- b. Owners name
- c. Coating manufacturer name
- d. Approximate area of coatings applied
- e. Date of completion

**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 Matt Harris an e-mail at [mharris@sedaliaparks.com](mailto: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 upon successful completion of the project. 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.

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**8. 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.

**Performance – Payment Bond**

Successful contractors shall provide labor and materials, including in their bid the cost of furnishing to the Owner a Bond in the amount of 100 percent (100%) of the Contract Sum on the standard form of the American Institute of Architects, Performance and Payment Bond, AIA Document A312, with Sureties as may be approved.

**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](http://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.

**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.

**Sales Tax Exemption**

Missouri State Sales Tax Law, Section 14.062, paragraph 2, states in part, "When any exempt entity contracts for the purpose of constructing, repairing or remodeling facilities, and purchases of tangible personal property and materials to be incorporated into or consumed in the construction of the project are to be made on a tax-exempt basis". THE CONTRACTOR SHALL INCLUDE THE PROVISIONS OF THIS EXEMPTION STATUS IN THEIR BID.

The City of Sedalia Parks & Recreation Department will furnish to the Contractor an exemption certificate authorizing such purchases for the construction, repair or remodeling project after the bid has been awarded. The Contractor shall furnish the exemption certificate to all subcontractors and any contractor purchasing materials shall present such certificate to all material suppliers as authorization to purchase, on behalf to the City, all tangible personal property and materials to be incorporated into or consumed in the construction of that project and no other on a tax-exempt basis. Such suppliers shall execute to the purchasing contractor invoices bearing the name of the exempt entity and the project identification number. The project exemption certificate does not allow the purchase of any construction machinery, equipment or tools used in construction, repairing or remodeling facilities for the City. All invoices for all personal property and materials purchased under a project exemption certificate shall be retained by the purchasing contractor for a period of five years and shall be subject to audit by the director of revenue.

Any excess resalable tangible personal property or materials which were purchased for the project by a contractor under a project exemption certificate but which were not incorporated into or consumed in the construction of the project shall either be returned to the supplier for credit or the appropriate sales or use tax on such excess property or materials shall be reported on a return and paid by such contractor not later than the due date of the contractor Missouri sales or use tax return following the month in which it was determined that the materials were not to be used in the project.



## 9. 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.

## 10. 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.

## 11. 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.

## 12. 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.**

### Statement of Understanding

The City anticipates a contract award date of September 12, 2025 with work commencing shortly thereafter and completed by October 30, 2025. **Provide a statement verifying your understanding of the anticipated contract award and completion date.** Vendors may not withdraw their proposal for a period of ninety (90) days after the closing date for submission of proposals.

## 10. EVALUATIONS

The primary criteria for vendor evaluation and consideration are:

- Completeness and thoroughness of proposal
- 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 5 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.

## ANTI-COLLUSION STATEMENT

STATE OF MISSOURI  
CITY OF SEDALIA

\_\_\_\_\_, being first duly sworn, deposes and  
says that they are

\_\_\_\_\_, (Title of Person Signing)  
Of \_\_\_\_\_ (Name of Bidder)

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies the bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

BY \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

*SWORN* to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

**BID BOND**

(CONTRACTOR TO INSERT A COPY OF BID BOND FOLLOWING  
THIS PAGE BEFORE SUBMISSION OF PROPOSAL)



DOCUMENTS TO BE EXECUTED AND SUBMITTED  
AFTER AWARD OF CONTRACT

PAGE

- 15. PROJECT EXEMPTION CERTIFICATE
- 16 - 17. PERFORMANCE - PAYMENT BOND
- 18. MAINTENANCE GUARANTEE
- 19 - 21. CONTRACT AGREEMENT
- 22 - 23. WORK AUTHORIZATION AFFIDAVIT
- 24 - 25. WAGE RATE STIPULATION & AFFIDAVIT

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- 25 - 26. WAGE RATE STIPULATION & AFFIDAVIT

**PROJECT EXEMPTION CERTIFICATE FOR EXEMPT ENTITY CONSTRUCTION**

NAME OF EXEMPT ENTITY: CITY OF SEDALIA, MISSOURI (PARKS & RECREATION DEPARTMENT)

ADDRESS: 200 S. OSAGE AVE

CITY: SEDALIA      STATE: MISSOURI      ZIP: 65301

TAX IDENTIFICATION NUMBER: 12493333

PROJECT IDENTIFICATION NUMBER: 2025-  
PROJECT LOCATION AND A BRIEF DESCRIPTION:

(1) Refinish the waterslides at Liberty Park Pool.

CONTRACT DATE: \_\_\_\_ day of \_\_\_\_\_, 2025. \_

ESTIMATED PROJECT COMPLETION DATE: \_\_\_\_\_

CERTIFICATE EXPIRATION DATE: \_\_\_\_\_

Contractors are required to provide a copy of the project exemption certificate with the exempt entity's exemption letter.

This project exemption certificate does not allow contractors to purchase machinery, equipment or tools, used in fulfilling this contract, tax exempt.

Suppliers accepting this project exemption certificate are required to render to the contractor invoices bearing the name of the exempt entity and the project identification number.

An exempt entity that fails to revise the expiration date on this certificate as necessary to complete any work required by the contract will be liable for any sales tax determined due as a result of an audit of the Contractor.

SIGNATURE OF AUTHORIZED AGENT: \_\_\_\_\_  
Amy Epple, Director of Parks & Recreation

SEAL

ATTEST:                      City Clerk

## PERFORMANCE-PAYMENT BOND

THE STATE OF MISSOURI  
COUNTY OF PETTIS

BOND NO.: \_ \_ \_ \_

KNOW ALL MEN BY THESE PRESENTS: That we (1) \_\_\_\_\_  
(2) \_\_\_\_\_ of \_\_\_\_\_ hereinafter  
called Principal and (3) \_\_\_\_\_ of \_\_\_\_\_, State  
of \_\_\_\_\_, hereinafter called the Surety are held and firmly bound unto the City of  
Sedalia, Missouri Parks & Recreation Department, hereinafter called the City, and unto all  
persons, firms, and corporations who may furnish materials for, or perform labor upon the building  
or improvements hereinafter referred to in the penal sum of (\$ \_\_\_\_\_, in lawful  
money of the United States, to be paid in Pettis County, Missouri, for the payment of which sum  
will and truly to be made, we bind ourselves, or heirs, executors, administrators and successors,  
jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal enters into a  
certain agreement with the City of Sedalia, Missouri Parks & Recreation Department, the City,  
dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ a copy of which is hereto attached and  
made a part here for the performance of work of the **POOL SLIDE REFINISHING** project,

Herein sometimes called the "Project".

NOW, THEREFORE, if the said Principal shall well and truly perform and complete said  
project in strict accordance with said Agreement, Information for Bidders, Proposal, Plans and  
Specifications and related documents, shall pay as they become due all just claims for work or  
labor performed and materials furnished in connection with said Agreement including all amounts  
due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed  
or used in connection with the construction of such work and all insurance premiums, both  
compensation and all other kinds of insurance on said work, and for all labor, performed in such  
work whether by subcontractors or otherwise, and shall defend, indemnify and save harmless said  
owner against any and all liens, encumbrances, damages claims, demands, expenses, costs, and  
charges of every kind, including patent infringement claims except as otherwise provided in said  
specifications and other contract documents arising out of or in relation to the performance of said  
work and the provisions of said Agreement, including the general guarantee for the specified  
period of time following final acceptance of the work, then these presents shall be void; otherwise  
they shall remain in full force and effect. This obligation is made for the use of said City and also  
for the use and benefit of all persons who may perform any work or labor or furnish any material  
in the execution of said Agreement and may be sued on thereby in the name of said City. The  
Contractor's bond shall include such provisions as will guarantee the faithful performance of the  
prevailing hourly wage clause as provided by the Contract.



PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Pettis County, State of Missouri and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ \_

ATTEST:

\_\_\_\_\_  
Principal Secretary

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Witness as to Principal

By \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

ATTEST:

\_\_\_\_\_  
Surety Secretary

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-fact

SEAL

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

- (1) Correct Name of Contractor
- (2) A Corporation, a Partnership or an Individual, as case may be
- (3) Correct name of Surety

If Contractor is Partnership, all partners should execute bond.

MAINTENANCE GUARANTEE

THE STATE OF MISSOURI  
COUNTY OF PETTIS

BOND NO.  
\_\_\_\_\_

THIS CONTRACT, made and entered into this \_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_ party of the first part, hereinafter called the **Contractor** and \_\_\_\_\_ party of the second part, hereinafter called the **Surety** and the City of Sedalia, Missouri Parks & Recreation Department; party of the third part, hereinafter called the **City**.

WHEREAS, the above **Contractor** has entered into a contract for the **POOL SLIDE REFINISHING** project, as described in the Contract Documents, Specifications and Plans:

NOW THEREFORE, the said **Contractor** does hereby agree and bind himself, his heirs, executors and assigns to furnish all material, labor, equipment and do all work necessary to perform the work mentioned above, in accordance with the Contract Documents, Specifications and Plans, a copy of which is hereto attached and made a part hereof, and to maintain the same in a state of perfect repair for the period of **one year** from and after its completion and the final acceptance of the same by the party of the third part, less allowance for normal wear and tear, without further compensation than that provided for in the Contract for the first cost of said work.

NOW THEREFORE ALSO, if for whatever reason the **Contractor** should fail to perform as agreed above, the said **Surety** does hereby agree and bind himself, his heirs, executors and assigns to perform such necessary duties and/or to compensate the **City** for its performance to provide for such work as would have been required of the **Contractor**, without further compensation.

IN TESTIMONY WHEREOF, the said parties to this contract have hereunto set their hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_ (Contractor)

By: \_\_\_\_\_ (Surety)

City of Sedalia, Missouri

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

## CONTRACT AGREEMENT

STATE OF MISSOURI  
COUNTY OF PETTIS

THIS AGREEMENT AND INDENTURE MADE AND ENTERED INTO THIS, the \_\_\_\_ day of \_\_\_\_\_, by and between the CITY OF SEDALIA, MISSOURI, Party of the first part, termed in this agreement and the Contract Documents as the "CITY", and

\_\_\_\_\_ Party of the second part, termed in this agreement and the Contract Documents as the "CONTRACTOR".

WITNESSETH:

THAT, WHEREAS, the City has heretofore caused to be prepared certain contract documents for furnishing material, personnel and performing work therein fully described, and the Contractor did, on this, the \_\_\_\_ day of \_\_\_\_\_, 2025 with the City a copy of said contract documents together with his offer and proposal to furnish said material and perform said work at the terms therein fully stated and set forth; and,

WHEREAS, the said contract documents accurately and fully described the terms and conditions upon which the contractor is willing to furnish the materials, personnel and perform the work called for by the said contract documents and in the manner and time of furnishing and performing same,

IT IS, THEREFORE, AGREED:

1. That a copy of said contract documents filed as aforesaid be attached hereto and that the same do in all particulars become the agreement and contract between the parties hereto in all matters and things set forth therein and described; and further, that both parties hereby accept and agree to the terms and conditions of said contract documents so filed for the **POOL SLIDE REFINISHING** project,
2. The Contract Documents hereto annexed are made a part of this agreement and contract as fully and absolutely as if herein set out.
3. That the wages paid under this contract shall be not less than the prevailing rate of wages as determined by the Missouri State Division of Labor Standards.
4. This contract is executed in four (4) copies.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year in this agreement first above written.

ATTEST:

CITY OF SEDALIA, MISSOURI  
(Party of the first part)

\_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_  
Amy Epple  
Director of Parks & Recreation

SEAL

(If a corporation)

Attest \_\_\_\_\_  
Secretary

SIGNATURE OF CONTRACTOR  
(Party of the second part)

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_

CORPORATE SEAL)

Attest \_\_\_\_\_  
\_\_\_\_\_  
(Name & Title)

(If an individual or partnership)

CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_  
(Name & Title)



STATE OF .....

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2025\_ before me personally appeared  
.....to me known to be the  
person described in and who executed the foregoing instrument and acknowledged that he/she  
executed the same as his/her free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my  
office in \_\_\_\_\_, the day and year first above written.

\_\_\_\_\_

Notary Public

My Commission Expires:

\_\_\_\_\_

## AFFIDAVIT

### COMPLIANCE WITH THE WORK AUTHORIZATION LAW (as required by Section 285.530, Revised Statutes of Missouri)

As used in the 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 employee, 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 Notary Public, in and for the County of \_\_\_\_\_, State  
of \_\_\_\_\_, personally came and appeared \_\_\_\_\_  
(Name)

\_\_\_\_\_, the \_\_\_\_\_  
(Position) (Name of the Company)

(a corporation) (a partnership) (a proprietorship) and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 285.530 (2) Missouri Revised Statutes, have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements.

Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and .....

Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

**POOL SLIDE REFINISHING**

located at in Sedalia, Pettis County, Missouri, and completed on the \_\_\_\_ day of \_\_\_\_\_ 2025\_ .

\_\_\_\_\_  
(Signature)

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 2025

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**PLEASE NOTE:**

Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

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

## **WAGE RATE STIPULATIONS:**

- A. The BID, CONTRACT, and BONDS shall be based upon the required payment by the Contractor and his subcontractors of not less than the prevailing hourly rate of wages, including the prevailing rate for legal holidays and overtime work, for each craft or type of workman required to execute the contract, as determined now or hereafter by the Missouri Division of Labor Standards on behalf of the Department of Labor and Industrial Relations.
- B. The Contractor and each subcontractor shall comply with all requirements of the prevailing wage law of the State of Missouri, Sections 290.210 through 290.340 RSMo 1959, as amended 1987.
- C. The Contractor and each subcontractor shall keep an accurate record showing the names and occupations of all workmen employed, together with actual wages paid to each workman. At all reasonable hours, such records shall be open to inspection by representatives of the City of Sedalia and the Missouri Division of Labor Standards.
- D. The Contractor shall forfeit as a penalty to the City, ten dollars for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under this contract, by him or any subcontractor under him.
- E. During the life of this contract, the prevailing hourly rate of wages is subject to change by the Missouri Division of Labor Standards, or by court decision, as provided by law. Any such change shall not be the basis of any claim by the Contractor against the City, nor will deductions be made by the City against any sums due the Contractor by reason of any such change.
- F. A facsimile of Form PW 1000 of the Missouri Division of Labor Standards is included in the LABOR-RELATED REGULATIONS.

## **WAGE RATE DETERMINATIONS:**

The State of Missouri wage rate determinations are included as **APPENDIX A** at the end of this document.



**AFFIDAVIT**

**COMPLIANCE WITH THE PREVAILING WAGE LAW**

Before me, the undersigned Notary Public, in and for the County of \_\_\_\_\_, State of \_\_\_\_\_, personally came and appeared \_\_\_\_\_ (Name) \_\_\_\_\_ (Position) of the \_\_\_\_\_ (Name of the Company)

(a corporation) (a partnership) (a proprietorship) and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290, Section 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage

Determination No. \_\_\_\_\_ issued by the Division of Labor Standards on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in carrying out the contract and work in connection with

\_\_\_\_\_ located at \_\_\_\_\_ m  
(Name of Project) (Name of Institution)

\_\_\_\_\_ County, Missouri, and completed on the \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
(Signature)

Subscribed and sworn to me this \_\_\_\_ day of \_\_\_\_\_, 2025

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

## **GENERAL CONDITIONS**

### **C-1 CONTRACT DOCUMENTS**

It is expressly understood and agreed that the Notice to Bidders, Instructions to Bidders, Proposal, Contract, Bond, Regulations of the Contract, Detailed Specifications, Plans and all Addenda thereto issued prior to the time of opening bids for the work, all of which are hereto attached, and other drawings, specifications and engineering data which may be furnished by the Contractor and approved by the City, together with such additional drawings which may be furnished by the Director of Parks & Recreation from time to time as are necessary to make clear, and to define in and all component parts to the agreement governing the work to be done and the materials and equipment to be furnished. All of these documents are hereby defined as the Contract Documents.

The Contract Documents are complimentary, and what is called for by anyone shall be as binding as if called for by all. The intention of the Documents is to include the furnishing of all materials, labor, tools, equipment and supplies necessary for constructing complete the work specified. Materials or work described in words that have a well-known technical or trade meaning shall be held to refer to such recognized standards.

Four counterpart copies of the proposal, bond and contract agreement shall be prepared, each containing an exact copy of the Contractor's proposal as submitted, the bond properly executed and contract agreements signed by both parties thereto. These executed counterparts of the contract documents shall be filed with The City and the Contractor. The successful bidder shall prepare not less than four (4) conformed copies of the contract documents, after execution thereof, for distribution to, and use by, the City and the Contractor.

### **C-2 BOND**

Coincident with the execution of the contract, the Contractor shall furnish a good and sufficient surety bond in the full amount of the contract sum, guaranteeing the faithful performance of all the covenants, stipulations and agreements of the contract, the payment of all bills and obligations arising from the execution of the contract, which bills or obligations might or will in any manner become a claim against the City and guaranteeing the work included in this Contract against faulty materials or poor workmanship. All provisions of the bond shall be complete and in full accordance with Statutory requirements. The contract shall be executed with the proper sureties through a company licensed and qualified to operate in the state and approved by the City. Bond shall be signed by an agent resident in the state and date of bond shall be the date of execution of the contract. If at any time during the continuance of the Contract the surety on the Contractor's bond becomes irresponsible, the City shall have the right to required additional and sufficient sureties which the contractor shall furnish to the satisfaction of the City within ten (10) days after notice to do so. In default thereof, the contract may be suspended, all payments or money due the Contractor withheld.

### **C-3 LICENSES**

Before starting work on the project, the Contractor shall have a valid CITY OF SEDLIA CONTRACTOR'S LICENSE.

### **C-4 NOTICE TO UTILITIES, FIRE DEPARTMENT AND POLICE DEPARTMENT**

The Contractor shall notify Missouri One Call (1-800-344-7843) before starting work on this project. The Contractor shall notify the Fire Department and Police Department before closing streets to traffic. The Contractor shall notify all utilities 2 days before starting excavation work so that the utilities can mark the location of their underground lines.

### **C-5 BARRICADES**

The Contractor shall barricade the project site and the streets or portions of the streets during construction of the improvements. If a street requires closing the Contractor shall place a "street closed" sign at the intersections one block in each direction. All traffic control devices shall conform to the Manual on Uniform Traffic Control Devices (MUTCD) 2006 Edition and its most current revisions.

### **C-6 INSURANCE**

#### **A. GENERAL**

1. Contractor shall purchase and maintain at his 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 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.
2. Such insurance shall cover claims for damages because of Bodily Injury or death to Contractor's employees including claims brought under:
  - a. Workers Compensation Laws
  - b. Disability Benefit Laws
  - c. Occupational sickness or disease laws
  - d. Other similar employee benefit laws
3. Such insurance shall also cover claims for damage because of Personal Injury, Bodily Injury, Sickness or Decease 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.
4. Contractor shall also purchase and maintain at his expense all property insurance, of such types and in such amounts as are specified herein to protect Contractor and the interests of the City and others from loss arising form damage to the work and materials and equipment to be incorporated in the work.
5. Failure of Contractor to maintain proper insurance coverage shall not relieve

him or any contractual responsibility or obligation.

6. For subcontracted work, the Contractor shall either cover any and all subcontractors in his insurance policies or require each subcontractor not so covered to obtain insurance which will protect the subcontractor against all applicable hazards or risks of loss designated herein.

4. Copies of the policies or certificates of insurance evidencing coverage on the forms or for the limits required shall be filed with the other contract documents. Such policies or certificates shall state that **thirty (30)** days written notice will be given to the City prior to any material change or cancellation of insurance coverage.

5. 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.1 O hereof.

6. 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.

7. 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 within five days after the occurrence of loss to the City's exercise of this power, 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.

#### B. Forms of Coverage and Limits of Coverage Required:

##### 1. Workers Compensation and Employer's Liability Insurance:

a. 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 protect contractor against claims for injury to, disease, or death of workmen engaged in the work which, for any reason, may not fail within the provisions of the Workmen's Compensation Act. This policy shall include "All States" endorsement.

b. Limits of coverage shall not be less than the following:  
(1) Workmen's Compensation- Statutory  
(2) Employer's Liability - \$500,000 each person

##### 2. Comprehensive Automobile Insurance:

a. 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.

b. Liability limits shall be not less than the following:  
B.I. and P.D. - \$1,000,000 CSL

**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.

3. Comprehensive General Liability Insurance:

a. 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 there from, arising in whole or in part out of any act of 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.

b. 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.

c. In addition, this general liability insurance policy shall be endorsed to provide blanket contractual liability insurance.

**d. Liability limits shall be not less than the following:**

General aggregate limit (other than products - completed operations) - **\$2,000,000**  
Products- completed operations aggregate limit - **\$2,000,000**  
Each occurrence limit - \$1,000,000  
Fire damage limit - \$50,000  
Medical expense limit - \$5,000

**e. The City shall be named additional insured on this insurance.**

f. This policy shall include products and completed operations coverage for limits as specified above.

g. 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.**

h. This policy shall provide "Broad Form Property Damage" Insurance.

#### **4. Owner's Protective Liability Insurance:**

a. 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.

b. 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.

#### **C-7 CHANGES IN PLANS (Additions, deductions, or changes in work)**

##### **A. Changes in the work:**

1. The Contract may only be adjusted by a Change Order. The Contract unit prices for completed quantities of unit price items constitutes the total compensation payable to Contractor for performing the work. All duties, responsibilities and obligations assigned to or under taken by Contractor in accomplishing the work shall be at his expense.
2. Renewal of labor contracts at higher wage rates will not be grounds for adjustment to the Contract Unit Price.
3. Adjustments to the Contract for extra work or changes ordered by the City shall be determined by one or more of the following methods as agreed upon prior to starting the additional or changed work.
  - a. By unit prices as listed in bid proposal.
  - b. By a lump sum price, if not covered by unit prices in proposal.
  - c. By Contractor's cost plus a fixed fee, if not covered by unit prices in proposal.
  - d. By Contractor's cost plus a percentage, if not covered by unit prices in proposal.
4. The "Contractor's Cost" is hereby defined for purposes of this Article to be and shall include the amounts required to pay Subcontractors plus the costs of his own work as follows:
  - a. Labor Costs:
    1. The payroll cost for all workmen such as foremen, mechanics, craftsmen and laborers.
    2. All incidental labor expenses incurred as a direct result of the performance of the work including payroll taxes, workmen's compensation, pension, and retirement allowances, and social insurance, or other regular payroll charges on same.

- b. Material and Equipment Costs:
  - 1. The cost of all materials and equipment required, delivered to the construction site, which are not furnished by the City or others.
  - 2. Sales and use taxes applicable to such materials and equipment.
- c. Supplemental Costs:
  - 1. Rental for all power-driven equipment at agreed upon rates shall be charged against additional or changed work only for the actual time which the equipment is used specifically therefor.
  - 2. Transportation charges necessarily incurred in connection with such equipment which is not already on site.
  - 3. Cost of power, fuel, lubricants and water required for such equipment (may be included in agreed upon rate).
  - 4. Additional cost for surety bonds, liability and property damage, and other insurance required, where cost is necessarily increased by coverage of the additional or change work.
- d. The above definitions and requirements apply equally to work done by Subcontractors, suppliers, and manufacturers under methods 3.c or 3.d.
- e. The percentage which shall be added to the several items of Contractor's cost under method 3.d are as follows:
  - 1. Amounts paid to Subcontractors - Five percent
  - 2. Labor Costs -Ten percent
  - 3. Material and Equipment Costs-Ten percent
  - 4. Supplemental Costs - None
- f. Under method 3.c or 3.d, compensation or adjustment to Subcontractors, suppliers and manufacturers for work done by them shall be determined in accordance with any of the three methods set forth in Article B.3 as agreed.
- g. The above percentages shall be understood to include all other costs and full compensation for profit, overhead, superintendence, field office expense and all other elements of costs not included in the "Contractor's Cost" as herein defined.
- h. Contractor shall keep and present in an acceptable form an accurate account with vouchers of the several items of cost, including those of the Subcontractors, on changed or extra work done under methods 3.c or 3.d.
- 5. Change work shall be adjusted considering separately the parts of work added and the parts omitted. Amount of adjustment for parts omitted shall be estimated at the time of omission is authorized, and the agreed adjustment will be deducted from subsequent Engineer's Pay Estimates.
- 6. Statements for additional or changed work shall be rendered by Contractor no later than 10 days after completion of each assignment of additional or changed work provided for in a Change Order, and if found correct will be accepted by Engineer and submitted for payment with the next Engineer's Pay Estimate.
- 7. The City reserves the right to obtain any or all extra work from persons or firms other than the Contractor.



8. Contractor shall be entitled to no claim for damages for anticipated profits on any portion of the work that may be omitted.
9. If Contractor claims compensation for additional work not ordered as aforesaid or for damages sustained, he shall make a written statement of claims for compensation or damages to the City.
10. Statement shall be in the hands of the City within such time as will allow a full consideration of the basis for the claim, and in no case later than ten days after the work has been completed or damages sustained. All claims for adjustments to the Contract Price shall be determined by Engineer if the City and Contractor otherwise agree on the amount involved. Any change to the Contract Price arising from any claim shall be incorporated in a Change Order.

B. Changes to the Contract Time:

1. The Contract Time may only be adjusted by a Change Order. To complete the work within the allowed Contract Time, the City has taken into consideration and made allowances for all the ordinary delays and hindrances incident to such work.
2. Adjustments to the Contract Time may be made for delays in completion of the work from causes beyond Contractor's control, including the following:
  - a. Federal embargoes, priority orders, or other restrictions imposed by the United States Government.
  - b. Unusual delay in fabrication or shipment of orders.
  - c. Abandonment of the work by the men engaged thereon through no fault of the Contractor.
  - d. Delays caused by court proceedings.
  - e. Change orders.
  - f. Neglect, delay or default of any other contractor employed by the City.
  - g. Abnormal weather conditions, other than normal seasonal changes.
  - h. Conflicts, errors of discrepancies in the Contract Documents reported to the Engineer as provided in these General Conditions.
3. Contractor shall have no claims for damages for any such causes of delay, but he shall in all cases be entitled to such extension of the Contract Time as they City shall award in writing on account of such cases of delay, provided that adequate evidence is presented to enable the Engineer to determine with exactness the extent and duration of delay for each item involved.
4. No extension to the Contract Time will be granted for delays involving only portions of work, or which do not directly affect the time required for completion of the entire work.
5. Any claim for extension to the Contract Time shall be in writing delivered to the Sedalia Parks & Recreation Department within 10 days of the occurrence of the event giving rise to the claim. Any change to the Contract Time resulting from any such claim shall be incorporated in a Change Order.



## C-8 ACCEPTANCE OF THE WORK

### A. Warranty and Guarantee:

1. **Contractor warrants and guarantees to the City that materials and equipment will be new and that all work will be of good quality and free from defects and accordance with the Contract Documents and of any inspections, tests, or approval provided for in the Contract Documents.**

2. Contractor guarantees to remedy promptly, and without cost to the City, any defective materials, equipment or workmanship which appear within one year after the date of Substantial Completion or, if earlier, the date the City commences continuous use of the facilities and in accordance with any special guarantees provided for in the Contract Documents. A Maintenance Guarantee/Bond contract form is included in these contract documents for execution by the Contractor and his Surety and acceptance by the City of Sedalia Parks & Recreation.

B. Access to the Work: The Director of Parks & Recreation and his representatives shall at all times have access to the work. The Contractor shall provide proper facilities for such access and observation of the work and also for any inspection or testing thereof by the Director of Parks & Recreation.

### C. Defective Work:

1. The term "defective" is used in these documents to describe work that is unsatisfactory, faulty, not in conformance with the requirements of the Contract Documents, or not meeting the requirements of any inspection, test, approval or acceptance required by law or the Contract Documents.

2. Any defective work may be disapproved or rejected by the Director of Parks & Recreation at any time before final acceptance even though it may have been overlooked and included in a previous Director of Parks & Recreation's Pay Estimate.

3. Contractor shall furnish samples of questionable materials from completed work for testing purposes when required by the Director of Parks & Recreation. All costs in connection with the testing of materials or equipment proven to be defective shall be paid by the Contractor. If such tests prove the materials or equipment to be acceptable, their cost will be paid by the City.

4. Prompt notice will be given by the Director of Parks & Recreation to the Contractor of all defects as they become evident.

D. Stopping Defective Work in Progress: If the work is defective, or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, the City may, if so recommended by the Director of Parks & Recreation, order the Contractor to stop the work, or any portion thereof, until the cause for such order have been eliminated, however, this right of the City to stop the work shall not obligate the City to exercise this right for the benefit of the Contractor.

E. Removal and Replacement of Rejected Defective Work:

1. All rejected defective work, whether or not completed, shall be removed from the site and replaced with acceptable work.

2. If the Contractor does not remove and replace such rejected work within a reasonable time, all as specified in a written notice from the Director of Parks & Recreation, the City may, as provided in these General Conditions:

a. Withhold payment

b. Stop the work

c. Remove and replace the rejected work. All direct and indirect costs of such removal replacement, including compensation for additional professional services, shall be paid by the Contractor. The Contractor shall also bear the expenses of making good all work of others destroyed or damaged by the removal and replacement of his defective work. Rejected materials shall be removed from the site by the Contractor if so directed by the City within ten days of written notice. Materials not removed within such time may be sold by the City and the net proceeds there from deducted from the expense of removal and replacement chargeable to the Contractor. An appropriate deductive Change Order will be issued to cover all costs incurred by the City in connection with the removal and replacement of defective work.

F. Correction of Repair of Defective Work:

1. If required by the Director of Parks & Recreation, the Contractor shall promptly correct or repair any defective work, whether or not completed.

2. If the Contractor does not correct or repair such defective work within a reasonable time, all as specified in a written notice from the Director of Parks & Recreation, it may be rejected as specified in the preceding paragraph or the City may have the deficiency corrected by others. All direct and indirect costs of such correction or repair, including compensation for additional professional services shall be paid by the Contractor. The Contractor shall also bear the expenses of making good all work of others destroyed or damaged by correction or repair of his defective work.

G. Acceptance of Defective Work: If instead of requiring correction, repair, or removal and replacement of defective work, the City deems it expedient to accept it, it may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price or if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by the Contractor to the City.

H. Correction of Defective Work During the Guarantee Period:

1. If, during the guarantee period, any work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written instructions, either correct such defective work, or if it has been rejected by the City, remove it from the site and replace it with acceptable work.

2. If the Contractor does not promptly comply with the terms of such instructions, the City may have the defective work corrected or the rejected work removed and replaced and all direct and indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.
3. The Contractor shall also bear the expenses of making good all other work destroyed or damaged by the correction or removal and replacement of the defective work.
4. The City will give notice of observed defects with reasonable promptness.
5. Under emergency conditions, the City may remedy defective work without waiting for action by the Contractor. The City will notify the Contractor immediately of the circumstances and actions taken and the Contractor shall pay all reasonable substantial costs of such actions.

#### **C-9 ACCEPTANCE AND FINAL PAYMENT**

As soon as the work has been substantially and satisfactorily completed, the Director of Parks & Recreation will make a final estimate stating that the work provided under this contract has been completed and is accepted by him under the terms and condition thereof, with qualifications, if any, as stated and the balance found to be due the Contractor according to the terms of payment shall be paid by the City. Prior to filing of estimate, the Contractor shall file with the City Clerk an affidavit stating that all bills for materials and equipment used in the work have been paid. If all bills have not been paid, the affidavit shall include a complete list of all unpaid bills. The Contractor shall file with the City Clerk a statement of consent of the surety to final payment.

The final payment shall be based upon the actual completed quantities of each item of work as measured by the Director of Parks & Recreation. The final measured quantities may be more or less than the quantities shown on the Plans and in the Bid Proposal. No Change Order will be required when final measured quantities vary from the estimated quantities shown on the Plans and the Bid Proposal.

The making and acceptance of the final payment shall constitute a waiver of all claims by the City, other than those arising from unsettled liens, from faulty work or materials appearing after final payment, or from requirement of the specifications, and of all claims by the Contractor, except those previously made by the Contractor against the City in writing and still unsettled.

#### **C-10 LIQUIDATED DAMAGES**

A. It is mutually understood and agreed by and between the parties to this contract, in the execution of the same that time is of the essence of the contract. In the event that the Contractor shall fail to complete the work to be performed under this contract by and at the completion time bid in the Proposal, the Contractor shall pay unto the City as and for the liquidated damages, such as City's increased overheads, and cost of additional engineering supervision, and delay and inconvenience to the City, and not as a penalty, the sum of \$500.00 (determined per project) for each and every calendar day that the Contractor shall be in default.



B. Liquidated damages shall be waived for and during the extent of any delay caused by the inability of the Contractor to obtain materials or equipment by reason of Federal embargoes, priority orders, or other restrictions imposed by the United States Government, provided that adequate evidence is presented by the Contractor to prove such delay for each item of material and equipment involved. Liquidated damages shall be waived during any delay caused by the City or delays due to underground utilities leaks or excavation made in the street by utilities.

C. The City shall have the right to deduct liquidated damages from any monies in its hands, otherwise due, or to become due to the Contractor, or to sue for, and recover, compensation for damages for nonperformance of this contract at the time stipulated herein.

#### **C-11 PENALTY FOR PAYMENT OF LESS THAN STIPULATED WAGE RATES**

The Contractor shall forfeit as a penalty to the City of Sedalia Parks & Recreation Ten dollars (10.00) for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated wage rates as determined for this project by the Industrial Commission of Missouri and the Missouri Department of Labor and Industrial Relations, and the United States Department of Labor, for any work done under this contract, by the Contractor or any subcontractor under said contractor. Section 290.250 RSMo. A copy of said wage rate determination is included in this set of Contract Documents.

#### **C-12 RELEASE OF LIABILITY**

The acceptance by the Contractor of the last payment shall operate as, and shall be, a release to the City and every officer and agent thereof, from all claims and liability to the Contractor for anything done of, furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work.

#### **C-13 RIGHT TO TERMINATE CONTRACT**

If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors for materials or labor, or persistently disregard laws, ordinances or the instruction of the Director of Parks & Recreation, or otherwise be guilty of a substantial violation of any provision of the Contract, then the City, upon the certificate of the Director of Parks & Recreation that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor seven (7) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method the Director of Parks & Recreation may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall



exceed such unpaid balance, the Contractor shall pay the difference to the City as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Director of Parks & Recreation.

Pending arbitration or settlement of dispute on any point of controversy the Director of Parks & Recreation may suspend action on all or any part of the work. The Contractor shall not be entitled to any claim for loss or damage by reason of such delay nor shall he be entitled to extensions of time although such extension of time may be granted by the Director of Parks & Recreation if he deems it in the interest of the work.

#### **C-14 GENERAL PROVISIONS**

The Contractor shall take no advantage of any apparent error or omission in the plans or specifications. If the Contractor discovers such an error or omission, he shall immediately notify the Sedalia Parks & Recreation Department, who will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

The contractor will provide adequate manpower, materials, tools and equipment to insure that the work will proceed continuously without delay through the succeeding operations to its completion with the least possible interference and inconvenience to the City.

It shall be the contractor's responsibility to verify locations and depths of utilities prior to and during construction.

The Contractor shall protect from damage or injury all existing improvements and structures whether they be private or publicly owned. Any such item inadvertently damaged shall be repaired or replaced at the Contractor's expense. If the Contractor needs to temporarily remove any existing improvements or structures in order to proceed with the work then the Contractor shall do so and then replace all of the existing improvements or structures to original location and condition at the Contractor's expense. The Contractor shall have on the work at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the Sedalia Parks & Recreation Department. The superintendent shall have full authority to execute orders or directions of the Sedalia Parks & Recreation Department without delay, and to promptly supply such materials, equipment, tools, labor, and incidentals as may be required. Such superintendence shall be furnished regardless of the quantity of work sublet.

Photographic documentation shall be made of existing improvements and structures whether they are private or publicly owned in order to verify existing conditions, prior to construction. No extra payment will be allowed for the photographic documentation.

NO asbestos containing materials shall be used or installed on this project.

The Contractor shall remove from all public and private property at his own expense all temporary structures, rubbish and waste materials resulting from his own operation and as nearly as possible, leave the site in as good condition as it was before construction was started. Sod,

shrubbery, trees, fences, culverts, mail boxes, street signs, street and driveway surfacing, curbs, sidewalks, gutters, pavement and all other items disturbed during construction shall be restored or replaced with like items to the satisfaction of the Sedalia Parks & Recreation Department.

All spoilage, rubbish, excess earth and surplus waste materials shall be removed from the site of the project to authorized dumps where it shall be disposed of and left as neatly graded fill, unless other disposal is authorized by the Sedalia Parks & Recreation Department. Burning within the City Limits is not permitted.

#### **C-15 CERTIFICATION REGARDING OMNIBUS TRANSPORTATION EMPLOYEE TESTING ACT**

All contractors of the City of Sedalia, Missouri shall be required to comply with the provisions of the Omnibus Transportation Employee Testing Act and its implementing regulations while engaged in services for the City of Sedalia, or in activity while on the City of Sedalia's property as a condition of the award of any such contracts for services or work and the continuation of same.

The bidder, under penalty of perjury certifies by signing and submitting this bid or proposal that they will comply with the Omnibus Transportation Employee Testing Act and its implementing regulations, including but not limited to person who are required to possess a CDL license for the operation of a commercial vehicle.

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MIKE KEHOE, Governor

## Annual Wage Order No. 32

Section 080  
**PETTIS COUNTY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Logan Hobbs, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 10, 2025**

Last Date Objections May Be Filed: **April 9, 2025**

Prepared by Missouri Department of Labor and Industrial Relations



Building Construction Rates for  
PETTIS County

Section 080

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$72.21
Boilermaker	\$27.82*
Bricklayer-Stone Mason	\$56.32
Carpenter	\$55.57
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$55.20
Plasterer	
Communication Technician	\$27.82*
Electrician (Inside Wireman)	\$74.00
Electrician Outside Lineman	\$27.82*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$27.82*
Glazier	\$43.38
Ironworker	\$72.47
Laborer	\$52.89
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$27.82*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$69.66
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$47.31
Plumber	\$80.97
Pipe Fitter	
Roofer	\$61.09
Sheet Metal Worker	\$73.43
Sprinkler Fitter	\$69.03
Truck Driver	\$27.82*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for  
PETTIS County

Section 080

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$27.82*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$27.82*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$50.21
General Laborer	
Skilled Laborer	
Operating Engineer	\$59.26
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$27.82*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.



# OVERTIME and HOLIDAYS

## OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, **"overtime work"** shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

## HOLIDAYS

January first;  
The last Monday in May;  
July fourth;  
The first Monday in September;  
November eleventh;  
The fourth Thursday in November; and  
December twenty-fifth;

if any holiday falls on a Sunday, the following Monday shall be considered a holiday.