CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between the Christian County Commission (hereinafter referred to as the Owner) and TRUFAST TREE SERVICE, LLC, (hereinafter referred to as the Contractor):

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at its own expense hereby agrees to do or furnish all labor, materials, and equipment called for in the proposal designated and marked:

County-Wide Tree Removal & Trimming Projects

and agrees to perform all the work required by the contract as shown in the scope ow work. All parts of the Invitation to Bid, Addenda (as needed), and all change orders are made a part hereof as fully as if set out herein.

It is understood and agreed that the work shall be done in accordance with the most current version "Missouri Standard Specifications for Highway Construction" and "Missouri Standard Plans for Highway Construction", and all revisions to these documents, which are part and parcel of this contract, and are incorporated in this contract as fully and effectively as set forth in detail herein.

The Contractor further agrees that it is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that its information was secured by personal investigation and research and not from any estimates of the Owner; and that it will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorization date in the Notice to Proceed, and to complete the work within the time specified in the proposal or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to the complete satisfaction of the Owner and, in case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or agents of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

The Contractor agrees that it will comply with all federal and state laws and regulations and local ordinances and that it will comply and cause each of its subcontractors, if any, to comply with all federal and state laws and federal regulations and directives pertaining to nondiscrimination against any person on the ground of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of this contract.

The Contractor expressly warrants that it has employed no third person to solicit or obtain this contract on its behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by it hereunder; and that it has not, in estimating the contract price demanded by it included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to it hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and the Owner may retain to its own use from any sums due or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

Under penalty of perjury under the laws of the United States and/or false declaration under the laws of Missouri, and any other applicable state or federal laws, the Contractor Signatory certifies that the Contractor and its officials, agents, and employees have neither directly nor indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

The Owner agrees to pay the Contractor in the manner and in the amount provided in the agreed upon contract.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this 21st day of OCTOBER, 2026 at Christian County, Missouri.

DATED: 10-22-26

Lynn Morris, Presiding Commissioner

DATED: 10-22-26

Johnny Williams, Western Commissioner

DATED: 10-22-2026

Bradley A. Jackson, Eastern Commissioner

Attested By:

Paula Brumfield, Christian County Clerk

SEAL

Auditor Certification:

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

Amy Dent, Christian County Auditor

Trufast Tree Service

Name of Vendor

Signature of Authorized Representative

Kyle Theobald

Printed Name of Authorized Representative

10/26/26

Date

APPROVED AS TO FORM:

N. Austin Fax, Attorney at Law
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Springfield, MO 65806
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Fax: 417-866-1752