

RESOLUTION NO. 04-2021

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI APPROVING AN AGREEMENT BETWEEN THE CITY OF CLINTON AND PERFECT FENCE.

WHEREAS, the City of Clinton wishes to enter into an Agreement with Perfect Fence for the installation of fencing at the Clinton Transfer Station; and

WHEREAS, Perfect Fence was selected for the project through a bid process;

NOW THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF CLINTON, MISSOURI AS FOLLOWS:

Section 1. The Agreement with Perfect Fence (Exhibit A) is hereby approved.

Section 2. The Mayor is hereby authorized to execute said Agreement on behalf of the City of Clinton.

Read and passed this 4th day of May, 2021.



Greg Lowe, Mayor

ATTEST



Wendee Seaton, City Clerk





REQUEST FOR BID

SEALED BIDS TO BE RECEIVED NOT LATER THAN:

Thursday, April 8, 2021 at 10:00 AM

Transfer Station Fence Project

ADDENDUM #1

The extension of the fence, as identified on Exhibit A, shall be incorporated into the specifications for Swing Gate 3, located between Point 222 and Point 223

SIGNATURE

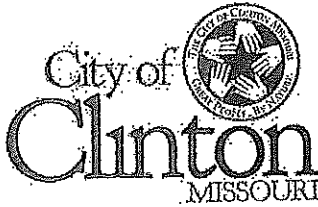
Name/Company: Perfect Fence

Phone #: 816 536 3432

Email: perfectfencerandall@gmail.com

By: Randall Lush
(Authorized Representative)

Date: 4/8/2021



VENDOR BID

SEALED BIDS TO BE RECEIVED NO LATER THAN:

Thursday, April 8, 2021 at 10:00 AM

PROJECT: Transfer Station Fence Project

Scope of Work

- Construct approx. 600 ft. of chain link fence, per attached specifications
- Install 3 gates, per attached specifications
- Incorporate Addendum #1
- Bidders are encouraged to contact TJ Williams (Street Supt.), (660) 885-4362, 7 am – 3 pm, Monday thru Friday, to view project site
- Work must be completed within sixty (60) days of the Notice to Proceed.
- Bid includes all labor, materials and clean-up.

Bid Amount: \$ 33,342.00

Sealed bids including this signed form should be sent to the attention of Deborah Nelson and may be: mailed to City of Clinton, 105 E. Ohio Street, Clinton, MO 64735; dropped off at City Hall; emailed to dnelson@cityofclintonmo.com or faxed with a cover sheet to 660-885-2023.

Bids submitted after the deadline will be rejected.

The City of Clinton reserves the right to reject any and all bids or on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities, to negotiate contract terms and options with the successful low bidder, and to contract for the bid to other than the lowest bidder in the best interest of the City of Clinton to the extent allowable by law.

The undersigned hereby offers to furnish the items as specified at the terms stated above.

SIGNATURE

Name/Company: Perfect Fence

Phone #: 816 778 3244

Email: perfectfencerandall@gmail.com

By: Randall Jewla
(Authorized Representative)

Date: 4/8/2021



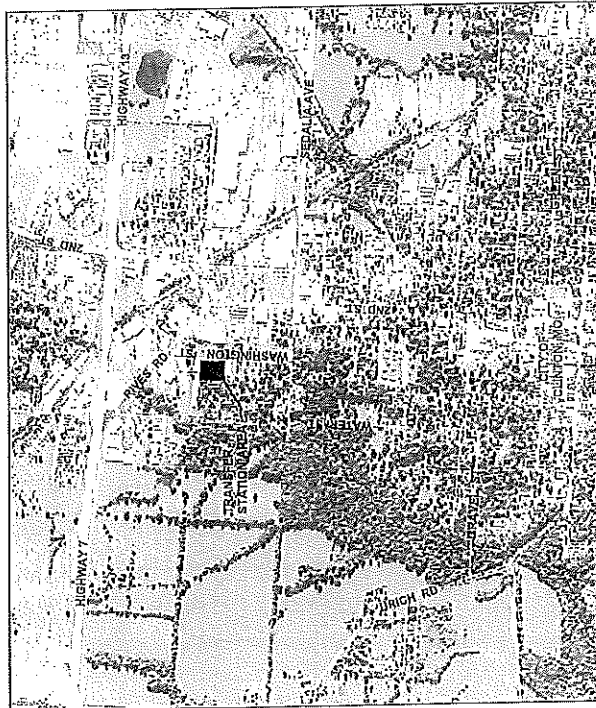
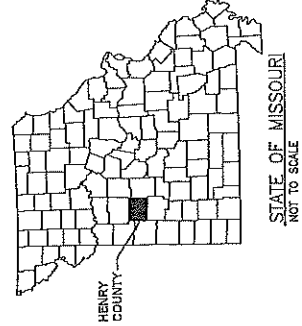
HDR
 MISSOURI CERTIFICATE OF
 AUTHORITY #000866
 6565 HOLMES BLDG, SUITE #600
 KANSAS CITY, MO 64131
 816-560-2700

Contract Drawings For
CITY OF CLINTON, MISSOURI
TASK ORDER NO. 11
TRANSFER STATION IMPROVEMENTS
FENCE INSTALLATION

Project No.
 10047190

Henry County, Missouri
 October 2020

DRAWING INDEX
 (00) GENERAL
 000000 COVER SHEET
 (02) STANDARD DETAILS
 020501 FENCE DETAILS
 (10) SITE PLANNING
 100101 PROPOSED TRANSFER STATION
 SITE PLAN AND COORDINATES



LOCATION MAP
 NOT TO SCALE

UTILITY NOTES:
 VISUAL INDICATIONS OF UTILITIES ARE AS SHOWN. UNDERGROUND LOCATIONS
 SHOWN, AS FURNISHED BY THEIR LESSORS, ARE APPROXIMATE AND SHOULD BE
 VERIFIED IN THE FIELD AT THE TIME OF CONSTRUCTION. FOR ACTUAL FIELD
 LOCATIONS OF UNDERGROUND UTILITIES IN MISSOURI, CALL 1-800-344-7463.



GENERAL NOTES:

1. SEE TABLE ON THIS SHEET FOR COORDINATE LOCATIONS AND ELEVATIONS.
2. DRAIN PIPING IS TO BE 4" PVC SDR 35 OR SCHEDULE 40.
3. MATCH FENCE GAUGE AND STYLE WITH ANIMAL SHELTER FENCE.

KEYNOTES:

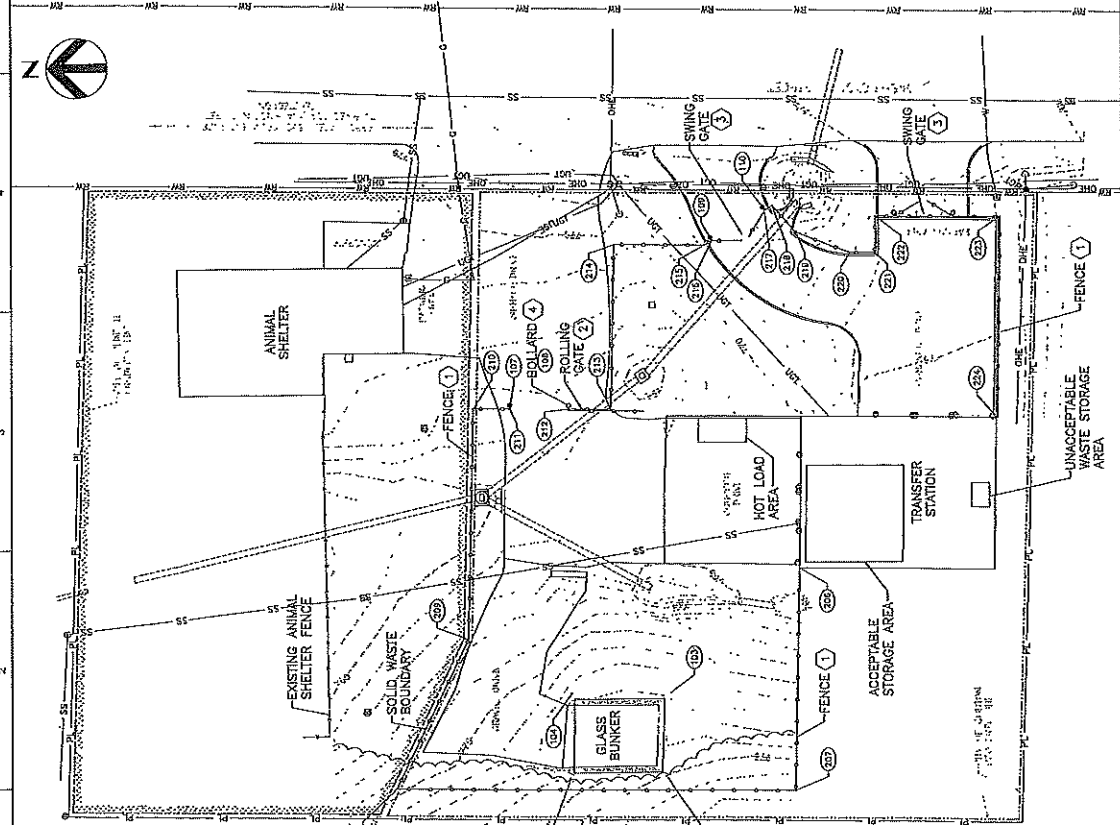
- 1 STANDARD 6" HIGH CHAINLINK FENCE. SEE DETAIL 2/02C502.
- 2 20" WIDE ROLLING GATE. SEE DETAIL 1/02C302.
- 3 20" WIDE SWING GATE. SEE DETAIL 3/02C502.
- 4 BOLLARD. SEE DETAIL 5/02C502.

LEGEND

- ANIMAL SHELTERS BUILDING AND EXERCISE AREA - NOT PART OF TRANSFER STATION OPERATIONS AREA.
- SOLID WASTE PERMIT BOUNDARY

POINT ID	DESCRIPTION	NORTHING	EASTING	ELEVATION
101	GLASS BUNKER - NW CORNER CURB	81872.3465	285854.9303	774.50
102	GLASS BUNKER - SW CORNER CURB	81874.6252	285926.8072	774.25
103	GLASS BUNKER - SE CORNER CURB	81876.6232	285992.0247	773.85
104	GLASS BUNKER - NE CORNER CURB	81879.6511	286023.1091	772.80
105	ROLLAD - CENTER	81882.7290	286033.1468	766.06
106	ROLLAD - CENTER	81877.8502	285951.2274	766.49
107	ROLLAD - CENTER	81882.5683	286073.5022	773.44
108	ROLLAD - CENTER	81883.4785	286183.1107	774.07
109	2" DRAIN - INVERT AT DUTY FALLOW	81876.5241	285953.5841	762.50
110	6" FENCE - NW CORNER TRANSFER STATION	81870.8994	285958.0995	AT GRADE
111	6" FENCE - SW CORNER	81882.4102	285993.8003	AT GRADE
112	6" FENCE - NW CORNER	81883.3398	285992.5770	AT GRADE
113	6" FENCE - BEND	81881.1577	286004.7896	AT GRADE
114	6" FENCE - NE CORNER	81880.9520	286033.1468	AT GRADE
115	6" FENCE - END AT ROLLING GATE	81879.7260	286043.4809	AT GRADE
116	6" FENCE - SW CORNER	81877.8003	286032.4879	AT GRADE
117	6" FENCE - NE CORNER	81876.5242	285953.1298	AT GRADE
118	6" FENCE - NE CORNER	81882.4103	286073.6998	AT GRADE
119	6" FENCE - BEND	81882.5100	286070.9553	AT GRADE
120	6" FENCE - END AT SWING GATE	81879.5336	286037.4125	AT GRADE
121	6" FENCE - END AT SWING GATE	81882.4714	286043.3271	AT GRADE
122	6" FENCE - BEND	81882.8490	286148.2642	AT GRADE
123	6" FENCE - BEND	81880.1244	286174.7677	AT GRADE
124	6" FENCE - BEND	81883.2655	286240.2518	AT GRADE
125	6" FENCE - SW CORNER	81876.5242	285953.1298	AT GRADE
126	6" FENCE - NE CORNER	81882.4103	286073.6998	AT GRADE
127	6" FENCE - SE CORNER TRANSFER STATION	81883.4371	286122.7927	AT GRADE

SITE DESCRIPTION: SEVEN AND TWENTY-TWO HUNDREDS (7 22) CHAINS WEST OF THE A TRACT BEGINNING SEVEN AND TWENTY-TWO HUNDREDS (7 22) CHAINS WEST OF THE QUARTER (SE 1/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP FORTY-TWO (42), RANGE TWENTY-SIX (26), THENCE WEST SIXTY (60) FEET, THENCE SOUTH ONE HUNDRED (100) FEET FOR THE TRUE POINT OF BEGINNING (SUCH BEGINNING POINT BEING SIXTY (60) FEET WEST AND ONE HUNDRED (100) FEET SOUTH OF JUNCTION OF TRACTS OF LAND KNOWN AS HARMON, JONES AND ARMSTRONGS ESTATE TRACTS, THESE TRACTS BEING PART OF THE ONE HUNDRED EIGHTY-TWO (182) ACRES, THENCE EAST TWO HUNDRED NINE (209) FEET TO POINT OF BEGINNING, IN HEARTY COUNTY, MISSOURI, EXCEPT NINE (9) FEET TO POINT OF



SITE PLANNING
PROPOSED TRANSFER STATION
SITE PLAN AND COORDINATES

SCALE: 1" = 20'

FR: 10C101.499
 SHEET: 10C101

CITY OF CLINTON, MISSOURI
 TASK ORDER NO. 11
TRANSFER STATION IMPROVEMENTS
 FENCE INSTALLATION

DATE: 08/20/2020
 ISSUED FOR BID SET

PROJECT NUMBER: 10A97183



NO.	DATE	ISSUED FOR BID SET	DESCRIPTION
0	10-20-20	ISSUED FOR BID SET	

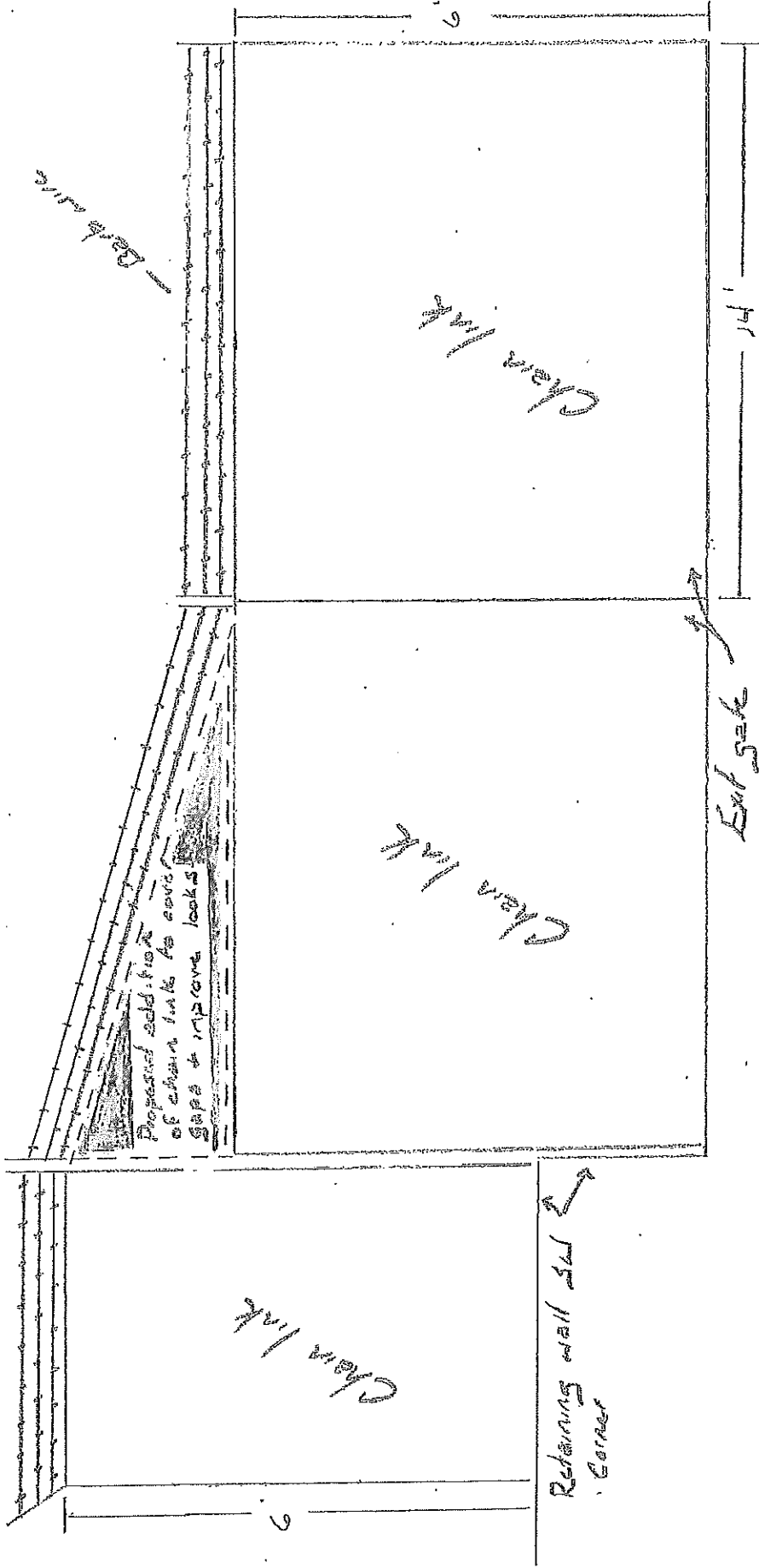
NCA MISSOURI CERTIFICATE OF PROFESSIONAL ENGINEERING
 KENTON LEE KEMPFORT
 MISSOURI STATE BOARD OF PROFESSIONAL ENGINEERS
 10/21/2020 1:34 PM Key: hll, Pal



Transfer station fencing

showing gate & exit
(south west gate)

Exhibit A



not to scale

**CONTRACTOR MASTER SERVICES AGREEMENT
FOR
TRANSFER STATION FENCE PROJECT**

THIS AGREEMENT dated this 4th day of May, 2021 by and between the City of Clinton, (herein "City") and Perfect Fence (herein "Contractor").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the City in writing, the Contractor shall provide the City with the construction of a fence as specified in the Proposal and Scope of Work submitted to the City and the Contractor shall provide the City, as applicable, with the services and other work outlined. Contractor agrees to provide all such products and services in a timely manner as established by the City in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of City directives. Contractor agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon the Scope of Services described, and Contractor's approved bid response, or by further scope of work which is approved by the City in writing. No work shall be performed nor shall compensation be paid for Contractor work performed without a City approved written proposal services. Proposals for additional services shall be in written form and shall be specifically responsive to the criteria provided by the City. All work performed by the Contractor, based upon City approved proposals submitted by the Contractor, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the City and Contractor in writing. The Contractor's bid response and the request for bid packet form a part of this Contract. All proposals for additional work submitted to the Contractor by the City for work may contain the following:

1.1 **Scope of Services** – The primary scope of services is as set forth in the City's request for bids and Contractor's bid. The parties may agree to additional services in accordance with this Contract. Each proposal for services shall contain a description, including any applicable drawings, of work to be performed by the Contractor. When the City provides the Contractor with a written and/or graphic request for proposal, the Contractor's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The

Contractor shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Contractor does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the City shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Contractor to provide optional services, the Contractor's proposal shall respond to the options requested, or provide reasons why the Contractor cannot provide or respond to the request for optional services.

1.2 Time for Completion - Each proposal for services shall contain a description of the estimated time to complete each task or item of work to be performed by the Contractor under the proposal. When the City provides the Contractor with a written and/or graphic request for proposal, the Contractor's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal unless otherwise specified in a specific proposal. All work contemplated to complete the project shall be completed within sixty (60) days after City issues the Notice to Proceed.

1.3 Compensation - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the City or City's representative requests the Contractor to provide work on an hourly fee plus expense basis, the Contractor's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and

estimated as a part of the proposal with a statement of the maximum amount to be charged unless the City's request for proposal specifies otherwise.

1.4 **Signatures** - Contractor proposals for services under this agreement shall be signed and dated by the Contractor or an authorized representative of the Contractor (as applicable), and shall be considered binding offers to contract open for acceptance by the City for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the City. All proposals for services under this agreement shall be on forms approved by the City; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of a City provided form, the signature block shall contain a signature line for the City of Clinton by its City Administrator and a signature line for attestation by the City Clerk. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the City.

1.5 **Contract Documents** The Contract shall consist of the following documents, in this order of priority:

- A. REQUEST FOR BID
- B. BID RESPONSE
- C. AGREEMENT
- D. NOTICE OF AWARD
- E. NOTICE TO PROCEED
- F. ALL ADDENDA AND CHANGE ORDERS

2. **Compensation** - In consideration for the Contractor's provision of services under this agreement, the City agrees to compensate the Contractor for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the approved bid. No increases in the rates and charges set forth in the proposal shall be permitted without the written authorization of the City. Payments shall be made within thirty (30) days of receipt of invoice by the City. Invoices shall be submitted periodically as mutually agreed upon by the City and Contractor, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during

the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Contractor's proposal approved by the City. When periodic requests for payment are made, they shall only reflect charges for services already complete. City may retain five percent (5%) of any partial payment pending final completion of the proposed services to correct any deficiencies in performance. The City reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The City further reserves the right to withhold payments for unperformed services or services not performed on a timely basis in accordance with the Contractor's proposal when delays in performance of services are not attributable to the City, or as a result of a billing dispute between the City and Contractor. No penalty shall be assessed to City for such amounts withheld until after any dispute is resolved in Contractor's favor.

3. **City Responsibilities** - City agrees to furnish Contractor with all current and available information for each project assigned to Contractor, along with any information necessitated by changes in work or services initiated by the City which may effect services rendered hereunder. Contractor shall notify City of all information it may require from City or other contractors and contractors of City sufficiently in advance so as to avoid delay of the work to be completed by Contractor.

4. **Coordination of Work and Work Product** - Contractor shall coordinate all work with the City's designated representative for each project assigned to Contractor and submit to the City's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the City shall be considered the property of the City. When available and requested by the City, work product shall be provided in electronic form at actual cost in media compatible for use with City software and equipment, and Adobe .pdf format shall be acceptable.

5. **Protection of Work, Property and Persons** - The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with their services provided under this Agreement. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all of its employees providing work under this Agreement and other persons who may be affected

thereby, all the provided services and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA), any State Safety and Health agency requirements, and City's Construction Safety Plan.

5.1. The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the services, all necessary safeguards for safety and protection. The Contractor will notify City of adjacent utilities when prosecution of the request for proposal may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the Contractor, any subcontractor or any person directly or indirectly employed by any of them or anyone for whose acts they may be liable.

5.2 In emergencies affecting the safety of persons or the scope of work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the City, shall act to prevent threatened damage, injury or loss. The Contractor will give the City prompt written notice of any significant changes in the scope of work caused thereby, and a change order shall thereupon be issued covering the changes and deviations involved.

5.3 All Contractors entering into contracts for public works shall require all employees on the work site to complete ten hours of training pursuant to Section 292.675 RSMo within sixty days of beginning work on the project.

Any Contractor violating the training requirements of Section 292.675 RSMo shall forfeit as a penalty to the public body on whose behalf the contract is made the sum of \$2,500.00 plus \$100.00 for each violating employee, per day. These penalties shall accrue on expiration of the time limits set forth in Sections 292.675.2 and 292.675.3 RSMo.

All sums due for such forfeiture and penalty shall be withheld from payments owed under the Contract. No payment otherwise due shall be

made during any term of uncorrected violations of Section 292.675 RSMo and no interest or penalties shall accrue on any such unmade payment.

5.4 The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of the project would cause any activity by Contractor or any other party within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the City, its officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to contractors having a contract with Contractor or a subcontract for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act.

6. **Insurance Requirements** - Contractor shall purchase and maintain such insurance as will protect if from claims set forth below which may arise out of, or result from the Contractor's work, whether such execution be by the Contractor, any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone whose acts any of them may be liable:

6.1 **Workers Compensation** - Claims under workmen's compensation, disability benefit and other similar employee benefit acts in amounts required by law. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the workmen's compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

6.2 **Bodily Injury** - Claims for damages because of bodily injury, occupational sickness or disease, or death of employees in the amounts required by law.

6.3 **Personal Injury** - Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person.

6.4 **Third Person Bodily Injury** - Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees in the amount of at least \$441,130.00 per person and \$2,940,868.00 per occurrence, or such amounts as are annually listed as the governmental immunity waiver in Section 537.610, RSMo., as annually listed.

6.5 **Automobile Coverage** - Claims for damages because of injuries to persons and property arising out of the operation of the following in the execution of projects:

- a) Contractor's own automobiles and trucks,
- b) Hired automobiles and trucks, and
- c) Automobiles and trucks now owned by the Contractor.

The insurance shall cover the use of the above mentioned automobiles and trucks both on and off the site of the project. The minimum amounts of such insurance shall be the same as required for Public Liability and Property Damage Insurance.

6.6 **Public Liability and Property Damage** - Claims for damages because of damage to any property, building, or structure on or adjacent to the City's premises, or the injury to or destruction of property resulting from the project in the amount of at least \$441,130.00 per person and \$2,940,868.00 per occurrence, or such amounts as are annually listed as the governmental immunity waiver in Section 537.610, RSMo., as annually listed.

6.7 **Excavation or Underground Construction** - When any project to be performed under this agreement involves excavation or other underground construction, the Property Damage Insurance provided shall cover all injury to or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the Contractor's operations, Property Damage Insurance shall also cover the collapse of, or structural injury to, any buildings or structure on or adjacent

to the City's premises, or the injury to or destruction of property resulting therefrom, caused by the removal of other buildings, structures, or supports, or by excavations below the ground where the construction of a new structure or the demolition of an existing structure involves any of the foregoing designated hazards and in all cases where this agreement provides for alternations in, additions to, or the underpinning of an existing structure or structures.

6.8 Subcontractor - The Contractor shall secure Contractor's Contingent or Protective Liability and Property Damage to protect the Contractor from any and all claims arising from the operations of subcontractor employed by the Contractor. The minimum amounts of such insurance shall be as required for Public Liability and Property Damage Insurance.

Certificates of Insurance acceptable to the City shall be filed with the City prior to the commencement of any work assigned under this Agreement. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the City, and shall name the City as an additional insured by endorsement.

7. Indemnification - Failure of Contractor or subcontractor to obtain or maintain such insurance during this Agreement, or to provide proper proofs thereof upon request of the City, shall not diminish, waive or otherwise reduce the Contractor's obligations to maintain such insurance coverage and Contractor shall indemnify and hold the City and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Contractor, its agents, employees, or its subcontractors. In addition, any and all claims against the City or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits act. Further,

Contractor shall hold City harmless from any failure by Contractor to complete their work in compliance with all applicable local, state and federal regulations.

8. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Contractor's proposal for services, the Contractor shall not delegate or subcontract any work to be performed by the Contractor under this agreement to any other person, business or entity without the express advance written approval of the City for such delegation or subcontract work.

8.1 The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by it.

8.2 The Contractor shall cause appropriate provisions to be inserted in all subcontracts related to this Agreement to bind subcontractors to the Contractor by the terms of this Agreement insofar as applicable to the work of the subcontractors and give the Contractor the same power in regards to terminating any subcontract that the City may exercise over the Contractor under any provision of this Agreement.

8.3 All subcontractors shall be required to comply with the General Insurance Provisions of Section 6 of this Agreement, and Contractor shall cause appropriate provisions to be inserted in all subcontracts related to this Agreement to bind subcontractors to said requirements.

9. **Records and Samples** - To the extent not otherwise transferred to the City's possession, Contractor agrees to retain and provide the City with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Contractor agrees to either retain all test products or samples collected by or submitted to Contractor, or return same to the City as mutually agreed upon. In absence of agreement, Contractor shall not dispose of test samples or products without notice to or consent by the City or the City's representative.

10. **Additional Services** - No compensation shall be paid for any service rendered by the Contractor considered an additional service beyond the scope of services approved by the City unless rendition of that service and expense thereof

has been authorized in writing by the City in advance of performance of such service. Any additional services performed by the Contractor prior to such authorization by the City shall be deemed a part of basic services for work performed under an City approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Contractor shall be entitled to no additional compensation.

11. **City Authorization** - When the term City is used in this agreement, it shall mean the government of the City of Clinton, Missouri or the City Administrator, as the context requires. Authorization by the City shall mean written instruction from the City Council or City Administrator. It is further understood and agreed that no person or party is authorized to bind the City to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the City Administrator. In this regard, it is understood and agreed that the Contractor shall not be entitled to rely upon verbal representations by any agent or employee of the City in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved in writing. When the term City's representative is used, it shall mean the City Administrator.

12. **Period of Services and Termination** – The period of performance under this agreement shall be completion within sixty (60) days after City issues the Notice to Proceed. The City may and reserves the right to terminate this agreement at any time with or without cause by giving the Contractor written notice of termination. Upon receipt of such notice, Contractor shall discontinue all services in connection with the performance of services authorized under this agreement or City approved proposal for services and City shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Contractor shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Contractor shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the City questions the extent of work on a final invoice, the Contractor shall give the City the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Contractor prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Contractor upon not less than seven (7) days written notice in the event the City shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of

the Contractor. In the event of termination by the Contractor, the other provisions concerning termination contained in this paragraph shall be applicable.

13. **Prevailing Wage** – NOT APPLICABLE TO THIS PROJECT.

14. **Liquidated Damages** - If the Contractor shall fail to complete the work within the contract time, or extension of time granted by the City, then the Contractor will pay to the City two hundred fifty dollars (\$250.00) for each calendar day that the Contractor shall be in default after the time stipulated in the approved proposal.

15. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Henry County, Missouri and that Henry County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

16. **Certification of Lawful Presence / Work Authorization** - Contractor will complete the required certifications of lawful presence and, if the project is to exceed \$5,000.00, shall complete and return the Work Authorization Certification attached hereto. Contractor shall indemnify and hold harmless the City and its officials, agents and employees from all costs and liabilities incurred as a result of Contractor's failure, or failure of its employees, agents or SubContractors, to comply with Section 285.530 RSMo regarding unauthorized aliens, Section 208.009 RSMo regarding contracts with public entities, Section 292.675 RSMo regarding OSHA training for Public Works, to the extent the same are applicable during the term of this Agreement. Attached hereto are certifications of compliance required.

17. **Nature of Relationship** - Contractor herein is an independent contractor and shall not act as an agent for the City, nor shall Contractor be deemed to be an employee of the City for any purposes whatsoever. The Contractor shall not enter into any agreement or incur any obligations on the City's behalf or commit the City in any manner.

18. **Conflict of Interest** - Contractor hereby covenants that at the time of execution of this Agreement it has no other contractual or employment relationships which would create any actual or perceived conflict of interest. The Contractor further agrees that during the term of this Agreement neither the Contractor nor any of its employees shall acquire any other contractual

relationships which create such a conflict. Contractor shall complete the required Conflict of Interest Form attached hereto and shall have an affirmative duty to update said form if there are any changes to the answers provided therein during the term of this Agreement.

19. **Performance and Payment Bonds - NOT APPLICABLE TO THIS PROJECT.**

20. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder. This Agreement shall be binding on the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

CONTRACTOR

CITY OF CLINTON





BY:

Greg Lowe, Mayor

TITLE: Estimator

DATE: 4/27/2021

DATE: 5-4-21

NOTICE OF AWARD

TO: Perfect Fence
Date: April 21, 2021
Project: Transfer Station Fence Project

The City has considered the Bid submitted by you for the above described work in response to its Request for Bids dated April 8, 2021 and Information for Bidder.

You are hereby notified that your Bid has been accepted for items in the amount of Thirty Three Thousand, Three Hundred Forty Two Dollars and Zero Cents (\$33,342.00).

You are required to execute the Agreement and furnish the required Certificate of Insurance prior to commencing work.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the City.

Dated this 21st day of April, 2021.

City of Clinton, MO

By: *D. Nelson*

Title: Accounts Payable/Purchasing Clerk

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by Perfect Fence
This the 28 day of April, 2021
by Randall Surda
Title Estimator
Employer Identification Number: 810766860

NOTICE TO PROCEED

To: Perfect Fence
4000 E Truman Rd
Kansas City, MO 64127

Date: May 10, 2021
Project: Transfer Station Fence Project

You are hereby notified to commence WORK in accordance with the Agreement dated May 4th, 2021 on or before July 7th, 2021, and you are to complete the WORK within 60 consecutive days thereafter. The date of completion of all WORK is therefore September 5th, 2021.

City of Clinton
Owner

By Debra Nelson

Title Accounts Payable/Purchasing Clerk

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

Perfect Fence

This is the 11th day of May, 2021.

By Randall Sula

Title Estimator