

RESOLUTION NO. 18-2021

**A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI APPROVING AN ADDENDUM TO AN AGREEMENT BETWEEN THE CITY OF CLINTON (CITY) AND REDHAMMER ROOF GROUP, LLC (REDHAMMER) FOR A ROOFING PROJECT.**

**WHEREAS**, on August 3, 2021, the City accepted a bid from RedHammer, in the amount of \$180,107.05, for the Community Center Roof Project; and

**WHEREAS**, on August 3, 2021, the City approved an Agreement with RedHammer to complete said repairs; and

**WHEREAS**, the City and RedHammer consent to amend the "Compensation" terms of the August 3, 2021, Agreement:

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

**Section 1.** The Addendum to the Agreement with RedHammer Roof Group, LLC (Exhibit A), is hereby approved.

**Section 2.** The Mayor is hereby authorized to execute said Addendum on behalf of the City of Clinton, after RedHammer delivers the fully executed August 3, 2021, Agreement and all required documents.

Read and passed this 19<sup>th</sup> day of October, 2021.

  
\_\_\_\_\_  
Greg Lowe, Mayor

ATTEST

  
\_\_\_\_\_  
Wendee Seaton, City Clerk



## ADDENDUM

This Addendum is made this 22<sup>nd</sup> day of October, 2021 by and between RedHammer Roof Group, LLC and the City of Clinton and modifies a contract for services between the parties based upon the bid of July 26, 2021.

For the mutual promises herein contained, the parties agree as follows:

1. Paragraph 2 of the Contract, "Compensation," is hereby replaced with the following:

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 following line item amounts from the original July 26, 2021 bid:

a) Labor- roof	\$38,250.00
b) Labor-metal	\$ 5,243.00
c) Overhead and Profit	\$44,847.00
d) Delivery/Freight/skytrek dump	\$21,315.00
e) Materials	At Cost, with proof of cost supplied to City

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 or according to a negotiated payment schedule. 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.




2. In all other respects, the agreement shall remain unchanged.

In Witness Whereof, the authorized representatives of the parties have signed below.

RedHammer Roof Group, LLC

City of Clinton

\_\_\_\_\_  
By: Date  
Its:

  
\_\_\_\_\_  
Greg Lowe, Date  
Mayor