

RESOLUTION NO. 17-2022

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI APPROVING AN AGREEMENT BETWEEN THE CITY OF CLINTON AND SEPTAGON CONSTRUCTION FOR THE STREET DEPARTMENT BUILDING REHAB PROJECT.

WHEREAS, the City of Clinton wishes to enter into an Agreement with Septagon Construction for a Street Dept. building project; and

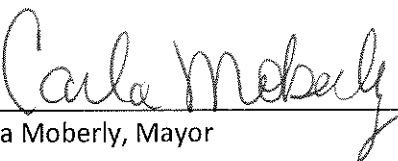
WHEREAS, Septagon Construction desires to provide such services; and

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

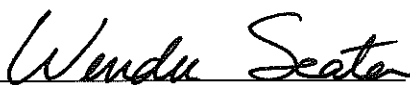
**Section 1.** The Agreement with Septagon Construction, for a cost not to exceed \$197,995.00, (Exhibit A) is hereby approved.

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

Read and passed this 17<sup>th</sup> day of May, 2022.

  
Carla Moberly, Mayor

ATTEST

  
Wendee Seaton, City Clerk





# REQUEST FOR BID

SEALED BIDS TO BE RECEIVED NO LATER THAN:

**Thursday, April 28, 2022 AT 10:00 AM**

The City of Clinton, Missouri ("City"), is inviting bids from qualified vendors for the following project:

## **Street Dept. Building Exterior Rehab**

### **Statement of Intent**

The City intends to rehab the exterior of the Street Department facility located at 801 E. Sedalia Ave. The project will consist of the replacement of approximately 1,900 lineal ft. of exterior wall panels, retrofit approximately 9,200 s.f. of roof, installation of approximately 450 lineal feet of gutters and downspouts and installation of 2 overhead doors.

### **Scope of Work**

#### *Replacement of Exterior Wall Panels*

- Demo existing wall panels.
- Dispose of existing wall panels in certified landfill.
- Install commercial grade 24-gauge trim on all windows, entry doors and garage doors
- Install rat guard at base of walls.
- Properly secure commercial grade 24-gauge wall panels using industry standard #12 – 1-1/4" washered self-drilling screws.
- Install all J-trim, drip cap and rat guards per manufacturer's instructions.
- Provide 2-year workmanship warranty.
- Color to be selected from standard color options, with manufacturer's color finish warranty.

#### *Commercial Roof*

- Remove existing skylight panels and replace with 24-gauge PBR panels to fit existing profile.
- Install flute fill system in each recess to create a level surface.
- Install 1/2" HD fiber board on top of flute fill system
- Provide and install new GAF 60 mil fully adhered TPO roofing membrane system and accessories in strict conformance with manufacturer's standards. Roof work shall comply with all warranty requirements of manufacturer.
- Flash all curbs, penetrations and pitch pans with TPO flashing membrane and installed per manufacturer's specifications.

- Install all new boots appropriate to the size and type required for each penetration
- Provide 2-year workmanship warranty.

#### *Gutters and Downspouts*

- Remove existing gutters and downspouts.
- Dispose of gutters and downspouts in certified landfill.
- Install 24-gauge custom fabricated 6" commercial box gutters.
- Install 24-gauge custom fabricated 5" x 4" downspouts.
- Properly secure gutters with commercial grade gutter straps.
- Properly secure downspouts with 1" straps, color to match downspouts.
- Provide 2-year workmanship warranty.
- Color to be selected from standard color options, with manufacturer's color finish warranty.

#### *Overhead Doors*

- Remove dividers between Doors A & B and Doors C & D (see attached photos)
- Provide and install two (2) 23'2" x 12' non-insulated doors with reverse angle weatherseal.
- Dual T75 trolley operator
- 20', 6" red iron
- Misc. materials for framing
- Provide 2-year workmanship warranty.

#### *General Provisions*

- Bidders must set up a time to meet with TJ Williams, Street Superintendent, by calling (660) 885-4362 between 7am – 3pm, Monday thru Thursday, to view project site.
- All work must be completed no later than August 31, 2022.
- Bid price shall include ALL costs related to the project, including but not limited to the bid process, labor, materials, clean-up, bonds, mobilization, administration and legal review.
- The project is tax exempt.
- Each bidder shall submit bid security in the form of a certified check or a cashier's check for 5% of the bid amount. Checks will be returned to unsuccessful bidders after bid has been awarded. The check will be returned to the successful bidder upon execution of the attached Contractor's Master Services Agreement and the submission of all required documents, by the stated deadline. Failure to execute the agreement by the stated deadline will result in the forfeiture of the 5% bid security check.
- Submission of bid indicates an intent to execute the attached agreement, if selected.
- An executed Contractor Master Services Agreement and all required documents shall be provided to the City within fourteen (14) days of the issuance of the Notice of Award by the City.

### **Submittal of Bids**

Bidders shall submit bids to:  
**Clinton City Hall**  
**Attn: Deborah**  
**STREET DEPT. BUILDING EXTERIOR REHAB**  
**105 E. Ohio, Clinton, Missouri, 64735**

Bids will be accepted until **10:00 a.m. on Thursday, April 28, 2022**. Products and prices included in the bid may not be withdrawn for a period of fourteen (14) days after the date of bid opening without the express written consent of the City. **Submission of bid indicates an intent to execute the attached agreement, if selected.**

### **Bid Opening**

All bids will be publicly opened and read aloud at Clinton City Hall at **10:00 a.m. on Thursday, April 28, 2022**.

### **Specific Requirements for Bids**

#### **Prevailing Wages**

If the bid submitted exceeds \$75,000, then the Work to be completed pursuant to this Invitation for Bids is subject to the Missouri Prevailing Wage Act, Sections 290.210 to 290.340, RSMo. All bids shall be made in compliance with the Missouri Prevailing Wage Act and considering Wage Order No. 28 attached hereto, to the extent the bid amount exceeds \$75,000.

#### **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.

#### **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 (Exhibit C) affirming that it does not and will not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

## **Bonds**

**Payment Bond:** To the extent that the bid exceeds \$50,000, the successful bidder shall furnish to the City a payment bond with good and sufficient sureties to cover the cost for payment of the following:

- Any and all materials incorporated, consumed, or used in connection with the construction of the Work; and
- All insurance premiums, both for compensation, and for all other kinds of insurance, for the Work; and
- All labor performed in the Work, whether by subcontractor or otherwise.

**Performance Bond:** To the extent that the bid exceeds \$50,000, the successful bidder shall provide the City a performance bond guaranteeing that the contract for the Work will be completed according to its terms, including price and time, with good and sufficient sureties to cover 100% of the cost of the entire construction contract, including, if authorized, increases to cover change orders to such 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 Clinton pursuant to Sec. 27-42 of the City Code.

## **Insurance Requirements**

Bidders are informed that the successful bidder will be required to provide proof of insurance coverage, as stated in the attached Contractor Master Services Agreement, 6. Insurance Requirements.

## **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.

## **General Provisions Related to the Bidding Process**

### **Reservation of Rights**

The City reserves the right to accept or reject any or all bids, to waive any technicalities in the bid process, to award any bid or portion of a bid which is deemed to be the most advantageous to the City of Clinton, and to make any investigations as are deemed necessary to determine the ability of a bidder to perform the Work.

### **Errors and Omissions by the City**

No bidder shall be permitted to use to his or her advantage any error or omission in this Invitation for Bid or related specifications.

### **Pre-Bid Requirements**

Bidders must set up a time to meet with TJ Williams, Street Superintendent, by calling (660) 885-4362 between 7am – 3pm, Monday thru Thursday, to view project site.

### **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 Christy Maggi, City Administrator, [CMaggi@CityofClintonMO.com](mailto:CMaggi@CityofClintonMO.com), requesting an interpretation or correction of the Invitation for Bids documents not later than 10:00 a.m., April 26, 2022. Any interpretation or correction to the Invitation for Bids documents will be made by the City by addendum and will be mailed or delivered to each bidder of record not less than forty-eight (48) hours prior to bid opening.

### **Questions Regarding Technical Specifications**

Any and all questions regarding the technical specifications shall be directed to TJ Williams, Street Superintendent, (660) 885-4362. Any material changes to the bid specifications arising as a result of such questions shall be approved by the City in writing and mailed or delivered to each bidder of record not less than three (3) days prior to bid opening.

### **Prices**

All costs shall be included in the bid price. No other costs will be permitted the successful bidder beyond those stated in the bid, except by express written consent of the City in accordance with applicable contract documents.

### **Payment**

All items, including labor and materials for the Work will be paid in a single lump sum payment, within thirty (30) days after the latest of the following occurrences:

- The completion date of the contracted work and inspection by City;
- The date upon which the written invoice for such services is delivered by hand, or by U.S. mail, to Clinton City Hall, 105 E. Ohio, Clinton, Missouri, 64735;

or according to a negotiated payment schedule.

Bidders are informed that the successful bidder shall comply with the Missouri Public Prompt Payment Act (Sections 34.057 and 34.058, RSMo) regarding payments to subcontractors and material suppliers in relation to the contract awarded as a result of this Invitation for Bids.

The City expressly reserves its rights to withhold, in good faith, payment or final payment in accordance with Section 34.057.5, RSMo, and in accord with the contract awarded as a result of this Invitation for Bids. Final payments will be made in accordance with Section 34.057.1(8), RSMo.

### **Commencement and Completion of Work**

Work must be completed no later than August 31, 2022. Excusable Delays shall be delays or temporary inability to commence, complete or proceed in accordance with the foregoing schedule, due in whole or in part to causes beyond the reasonable control or without the material fault of the contractor which are caused by the action or failure to act of any governmental body, including but not limited to the issuance of permits and approvals by the City, acts of war or civil insurrection, or any natural occurrence, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, or unusually severe weather.



# BID FORM

BIDS TO BE RECEIVED NO LATER THAN:

**Thursday, April 28, 2022 AT 10:00 AM**

## **Street Dept. Building Exterior Rehab**

### **Scope of Work**

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**Bid Amount:**    \$ 197,995.00 \_\_\_\_\_

Initials JDF.

Bid envelopes should be labeled STREET DEPT. BUILDING EXTERIOR REHAB  
and mailed, hand-delivered, emailed or faxed to:  
Deborah Nelson, City of Clinton, 105 E. Ohio Street, Clinton, MO 64735;  
[dnelson@cityofclintonmo.com](mailto:dnelson@cityofclintonmo.com) or 660-885-2023 (fax).  
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**

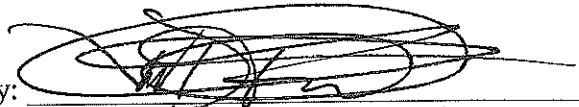
Name/Company: Jon Frandsen / Septagon Construction

Phone #: 660-287-6677

Email: jfrandsen@septagon.com

Date: 4/28/22

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



*(Authorized Representative)*

**CONTRACTOR MASTER SERVICES AGREEMENT  
FOR  
STREET DEPT. BUILDING EXTERIOR REHAB PROJECT**

**THIS AGREEMENT** dated this 18<sup>th</sup> day of May, 2022 by and between the City of Clinton, (herein "City") and SEPTAGON CONSTRUCTION (herein "Contractor").  
COMPANY

**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 exterior repairs to the Street Department Building 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 no later than August 31, 2022.

**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 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.

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. Theses 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 Contract.

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 thirty (30) 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** – If the bid submitted exceeds \$75,000, then the Work to be completed pursuant to this Invitation for Bids is subject to the Missouri Prevailing Wage Act, Sections 290.210 to 290.340, RSMo. All bids shall be made in compliance with the Missouri Prevailing Wage Act and considering Wage Order No. 28 attached hereto as Exhibit B, to the extent the bid amount exceeds \$75,000.

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**

**Payment Bond:** To the extent that the bid exceeds \$50,000, the successful bidder shall furnish to the City a payment bond with good and sufficient sureties to cover the cost for payment of the following:

- Any and all materials incorporated, consumed, or used in connection with the construction of the Work; and
- All insurance premiums, both for compensation, and for all other kinds of insurance, for the Work; and
- All labor performed in the Work, whether by subcontractor or otherwise.

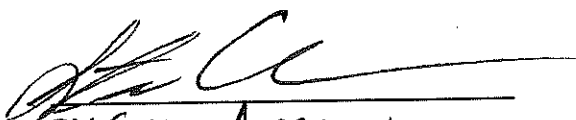
**Performance Bond:** To the extent that the bid exceeds \$50,000, the successful bidder shall provide the City a performance bond guaranteeing that the contract for the Work will be completed according to its terms, including price and time, with good and sufficient sureties to cover 100% of the cost of the entire construction contract, including, if authorized, increases to cover change orders to such contract.

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.

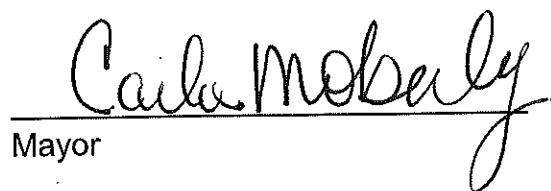
**IN WITNESS WHEREOF**, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

**CONTRACTOR**

**CITY OF CLINTON**



BY: STALA ANDERSON  
TITLE: PRESIDENT



Mayor

DATE: 5/12/22

DATE: 5-18-22



# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

# Annual Wage Order No. 28

Section 042  
**HENRY 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

Taylor Burks, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 10, 2021**

Last Date Objections May Be Filed: **April 8, 2021**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	*\$23.51
Boilermaker	*\$23.51
Bricklayer	\$56.83
Carpenter	*\$23.51
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	*\$23.51
Plasterer	
Communications Technician	*\$23.51
Electrician (Inside Wireman)	\$65.13
Electrician Outside Lineman	*\$23.51
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	*\$23.51
Glazier	*\$23.51
Ironworker	*\$23.51
Laborer	\$36.57
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	*\$23.51
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	*\$23.51
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	*\$23.51
Plumber	*\$23.51
Pipe Fitter	
Roofer	*\$23.51
Sheet Metal Worker	*\$23.51
Sprinkler Fitter	*\$23.51
Truck Driver	*\$23.51
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

\*The Division of Labor Standards received less 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.

Heavy Construction Rates for  
HENRY County

Section 042

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$48.24
Millwright	
Pile Driver	
Electrician (Outside Lineman)	*\$23.51
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$40.51
General Laborer	
Skilled Laborer	
Operating Engineer	\$52.58
Group I	
Group II	
Group III	
Group IV	
Truck Driver	
Truck Control Service Driver	*\$23.51
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 less 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.

**NOTICE OF AWARD**

TO: Septagon Construction  
Date: May 4, 2022  
Project: Street Department Building Exterior Rehab

The City has considered the Bid submitted by you for the above described Work in response to its Request for Bids dated April 28, 2022 and Information for Bidder.

You are hereby notified that your Bid has been accepted for items in the amount of One Hundred Ninety Seven Thousand, Nine Hundred Ninety Five dollars and zero cents (\$197,995.00).

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 5th day of May, 2022.

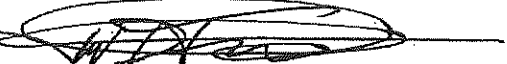
City of Clinton, MO

By: 

Title: Accounts Payable/Purchasing Clerk

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by 

This the 6th day of MAY, 2022

by JON D. FRANDSEN

Title CONSTRUCTION CONSULTANT

Employer Identification Number: 43-1234876