

RESOLUTION NO. 31-2022

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 June 16, 2022, RedHammer submitted a bid in the amount of \$194,289.23 for the City Hall Roof Project, with \$193,489.22 for project repairs and \$800 for Year 1 of maintenance and inspection; and

WHEREAS, on July 5, 2022, the City accepted said bid from RedHammer for the City Hall Roof Project; and

WHEREAS, on July 5, 2022, the City approved an Agreement with RedHammer to complete said repairs; and

WHEREAS, the City and RedHammer consent to amend the "Compensation" terms of said agreement;

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

Section 1. Addendum #1 (Exhibit A) to the Agreement with RedHammer Roof Group is hereby approved.

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

Read and passed this 6th day of December, 2022.


Daniel P. Wilson
President Pro Tem Wilson

ATTEST


Wendee Seaton, City Clerk



CONTRACT ADDENDUM #1 – CITY HALL ROOF PROJECT

This Addendum is made this ____ day of November, 2022, by and between RedHammer Roof Group, LLC and the City of Clinton, modifies a contract for services between the parties based upon the bid of June 16, 2022, and subsequent Change Order 01, to divide the project into phases.

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 bid of June 16, 2022, and subsequent Change Order 01, to divide the project into phases:

Main Roof

- a) Labor \$18,000.00
- b) Materials At Cost, with proof of cost supplied to City
- c) Equipment / dumps \$14,145.67
- d) Overhead and Profit..... \$5,606.09

Chamber / Entryway

- a) Labor \$20,000.00
- b) Materials At Cost, with proof of cost supplied to City
- c) Equipment / dumps \$18,000.00
- d) Overhead and Profit..... \$10,489.22

Metal Work

- a) Labor \$23,370.00
- b) Materials At Cost, with proof of cost supplied to City
- c) Equipment / dumps \$3,523.70
- d) Overhead and Profit..... \$22,000.00

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

EXHIBIT A

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

Edward Lebbon 12/27/2022

Daniel P. Wilson 12/12/2022

By: Edward Lebbon Date

Daniel Wilson Date

Its: Commercial Estimator

President Pro Tem