

RESOLUTION NO. 05-2026

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI APPROVING AN AGREEMENT BETWEEN THE CITY OF CLINTON AND CAPITAL PAVING & CONSTRUCTION, LLC, FOR THE PRICE LANE IMPROVEMENT PROJECT.

WHEREAS, the City of Clinton wishes to enter into an Agreement with Capital Paving & Construction, LLC for the Price Lane Improvement Project; and

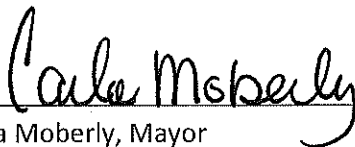
WHEREAS, Capital Paving & Construction, LLC, desires to provide such services; and

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

Section 1. The Agreement with Capital Paving & Construction, LLC, for a cost not to exceed \$273,006.58, (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 16th day of June, 2026.



Carla Moberly, Mayor

ATTEST



Wendee Seaton, City Clerk



CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the City of Clinton, Missouri (hereinafter referred to as the Owner) and Capital Paving & Construction LLC of Jefferson City, Missouri, (herein referred to as the Contractor).

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

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

Price Lane Mill & Overlay

and agrees to perform all the work required by the contract as shown on the plans and specifications. The "Notice to Contractor," "Plans," "Proposal," "Contract Bond," "Acknowledgment," "Notice to Proceed", and all change orders are made a part hereof as fully as set out herein.

It is understood and agreed that, except as may be otherwise provided for by "Job Special Provisions," "General Provisions," and "Supplemental Specifications," included in the Proposal, the work shall be done in accordance with the April 2026 "Missouri Standard Specifications for Highway Construction" and "Missouri Standard Plans for Highway Construction", including all revisions to these documents, which are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

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

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

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

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

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

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

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

The Owner agrees to pay the Contractor in the manner and in the amount provided in the said Standard Specifications and Proposals.

IN WITNESS WHEREOF, the parties hereunto have hereunto set their hands and affixed their seals, this 15th day of July, 2026.

City of Clinton, Missouri, acting by and through the Mayor

By Carla Moberly
Mayor Carla Moberly

ATTEST: (SEAL)



Wendee Seaton
City Clerk Wendee Seaton
Attest Person Title and Printed Name

Capital Paving and & Construction LLC

By Tyler Smith
Authorized Contractor Signature

Tyler Smith, VP of Construction Operations
Printed Name and Title of Signatory

ATTEST: (SEAL) NO SEAL

Dustin Vogt
Attest Person Title and Printed Name

CONTRACTOR'S ACKNOWLEDGEMENT

1. *Form to be used if Contractor is an individual.*

State of _____)
County of _____) ss.

On this _____ day of _____, 20_____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing proposal, contract agreement, and bond, and being first duly sworn, acknowledged that he/she executed the same as his/her free act and deed.

Witness my hand and seal at _____, _____, the day and year first above written.

(SEAL)

Notary Public

My commission expires _____, 20_____.

2. *Form to be used if Contractor is a partnership or unincorporated company.*

State of Missouri)
County of Cole) ss.

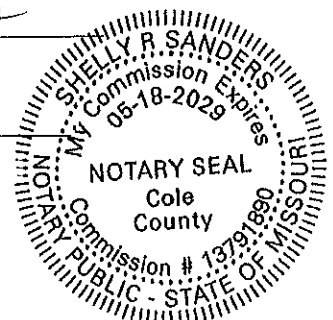
On this 18 day of June, 20 26, before me personally appeared Tyler Smith, to me known to be the person described in and who executed the foregoing proposal, contract agreement, and bond, and being first duly sworn, acknowledged that he/she executed the same as the free act and deed of the partnership or company, and stated that all of the members of the partnership or company are correctly shown in the proposal.

Witness my hand and seal at Jefferson City, Missouri, the day and year first above written.

(SEAL)

Shelly R. Sanders
Notary Public

My commission expires 5/18, 20 29



25026 Price Lane Mill & Overlay			Engineers Est.			Capital			Emery Sapp & Son's		
ITEM NO.	DESCRIPTION	QTY	UNIT TYPE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Mobilization	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 25,000.00	\$ 25,000.00	\$ 45,000.00	\$ 45,000.00	\$ 7,400.00	\$ 7,400.00
2	Temp Traffic Control	1	LS	\$ 22,500.00	\$ 22,500.00	\$ 5,200.00	\$ 5,200.00	\$ 4,600.00	\$ 4,600.00	\$ 8,100.00	\$ 8,100.00
3	Temp Erosion Control	1	LS	\$ 12,500.00	\$ 12,500.00	\$ 2,600.00	\$ 2,600.00	\$ 700.00	\$ 700.00	\$ 11,000.00	\$ 11,000.00
4	Seeding	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 11,000.00	\$ 11,000.00	\$ 12,250.00	\$ 12,250.00	\$ 12,250.00	\$ 12,250.00
5	Removal of Improvements	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 7,450.00	\$ 7,450.00	\$ 210.00	\$ 210.00	\$ 630.00	\$ 630.00
6	Misc. Sign Relocations and Adjustments	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 80.00	\$ 80.00	\$ 6,000.00	\$ 6,000.00	\$ 16.00	\$ 16.00
7	Excavation	50	CY	\$ 25.00	\$ 1,250.00	\$ 200.00	\$ 200.00	\$ 12,835.00	\$ 12,835.00	\$ 22.00	\$ 22.00
8	Embankment	30	CY	\$ 30.00	\$ 900.00	\$ 13.82	\$ 13.82	\$ 8,500.00	\$ 8,500.00	\$ 3.10	\$ 3.10
9	Concrete Sidewalk	1,375	SF	\$ 12.50	\$ 17,187.50	\$ 37.75	\$ 37.75	\$ 27,940.00	\$ 27,940.00	\$ 106,860.00	\$ 106,860.00
10	Concrete ADA Ramps	340	SF	\$ 25.00	\$ 8,500.00	\$ 4.00	\$ 4.00	\$ 137.00	\$ 137.00	\$ 1,880.00	\$ 1,880.00
11	30-Inch Curb & Gutter	80	LF	\$ 50.00	\$ 4,000.00	\$ 19,002.50	\$ 19,002.50	\$ 21,653.50	\$ 21,653.50	\$ 278,153.50	\$ 278,153.50
12	2-Inch Mill	6,985	SY	\$ 7.00	\$ 48,895.00	\$ 117,780.00	\$ 117,780.00	\$ 9,950.00	\$ 9,950.00	\$ 9,950.00	\$ 9,950.00
13	2-Inch PG64-22 SP125C	780	TON	\$ 145.00	\$ 113,100.00	\$ 5,999.08	\$ 5,999.08	\$ 1,880.00	\$ 1,880.00	\$ 1,880.00	\$ 1,880.00
14	Type 5 Aggregate Base on Compacted Soil Subgrade	188	SY	\$ 22.00	\$ 4,136.00	\$ 31.91	\$ 31.91	\$ 5,999.08	\$ 5,999.08	\$ 1,880.00	\$ 1,880.00
15	Pavement Markings	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 19,000.00	\$ 19,000.00	\$ 9,950.00	\$ 9,950.00	\$ 9,950.00	\$ 9,950.00
TOTAL PROJECT COST				\$ 308,968.50	\$ 273,006.58	\$ 278,153.50	\$ 278,153.50	\$ 278,153.50	\$ 278,153.50	\$ 278,153.50	\$ 278,153.50