

RESOLUTION NO. 06-2026

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI APPROVING AN AGREEMENT BETWEEN THE CITY OF CLINTON AND MIDWEST CONSTRUCTION, LLC, FOR NUISANCE ABATEMENT.

WHEREAS, the City of Clinton wishes to enter into an Agreement with Midwest Construction, LLC for the nuisance abatement at 114 W. Allen and 101 N. Kristine; and

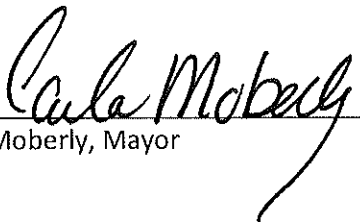
WHEREAS, Midwest Construction, LLC, desires to provide such services; and

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

Section 1. The Agreement with Midwest Construction, LLC, for a cost not to exceed \$19,725.00, (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 16th day of June, 2026.



Carla Moberly, Mayor

ATTEST



Wendee Seaton, City Clerk



AGREEMENT FOR ABATEMENT OF NUISANCE

THIS AGREEMENT dated this 5th day of June, 2026 by and between the City of Clinton, (herein "City") and Midwest Construction LLC (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 labor and equipment to perform the work as specified in the Bid and Scope of Work submitted to the City. 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.

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. All work contemplated to complete the project shall be completed no later than July 10, 2026.

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.

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.

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 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.

3. **City Responsibilities** - City agrees to furnish Contractor with all current and available information for the project. Contractor shall notify City of all information it may require from 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.

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. 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 projects 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 unpaid 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 it 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 \$517,306.00 per person and \$3,448,710.00 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 \$517,306.00 per person and \$3,448,710.00 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.

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 a 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 no later than July 10, 2026. 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. 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

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 one hundred dollars (\$100.00) 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 Sub-Contractors, 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.

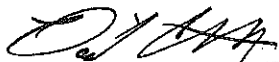
19. **Performance and Payment Bonds – NOT APPLICABLE**

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: *Daniel Alberty*

TITLE: *owner*

DATE: *06/09/26*

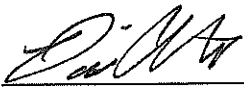
Carla Moberly, Mayor

DATE: _____

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post-secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- 1 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
- 2 2. I do not have the above documents, but provide an affidavit (copy attached), which may allow for temporary 90-day qualification.
- 3 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

 06/09/26
Applicant Date

Daniel Alberty
Printed Name

AFFIDAVIT
(Only Required for Individual Bidder Certification Option #2)

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:

* APPLICABLE ONLY IF BID IS IN EXCESS OF \$5,000.00

WENDEE SEATON
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Henry County
My Commission Expires: March 3, 2027
ID#19325759



CONTRACTOR BID

SEALED BIDS TO BE RECEIVED NO LATER THAN:

Thursday, April 30, 2026, at 10:00 AM

Nuisance Abatement – 101 N. Kristine and 114 W. Allen

Scope of Work

- Load ALL junk, debris and trash into disposal containers provided by the City.
- Contractor must provide all labor and equipment necessary to complete project.
- The successful bidder must have/obtain a City of Clinton business license.

Bid Price – 101 N. Kristine \$ \$8,250.00

Bid Price – 114 W. Allen \$ \$11,475.00

TOTAL BID \$ \$19,725.00

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.gov 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, 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: Midwest Construction LLC.

Phone #: 660-492-4945

Email: midwestwac@gmail.com

Date: 04/17/2026

By:


(Authorized Representative)