RESOLUTION NO. 22-2026

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI APPROVING AN AGREEMENT BETWEEN THE CITY OF CLINTON AND HEARTLAND TRAFFIC SERVICES, INC.

WHEREAS, the City of Clinton wishes to enter into an Agreement with Heartland Traffic Services, Inc. to stripe Second Street and Calvird Drive; and

WHEREAS, Heartland Traffic Services, Inc. is qualified to complete the project;

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

Section 1. The Agreement with Heartland Traffic Services, Inc., not to exceed $72,348.85 (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 6th day of October, 2026.

Carla Moberly

Carla Moberly, Mayor

ATTEST

Wendee Seaton

Wendee Seaton, City Clerk

THE CITY OF CLINTON MISSOURI
GREAT PEOPLE, BY NATURE

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the City of Clinton, Missouri (hereinafter referred to as the Owner) and Heartland Traffic Services, Inc. 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:

2nd Street and Calvird Drive Striping

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

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 July 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 30 days 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, 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.

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.

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.

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.

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.

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:

- Workers Compensation
- Bodily Injury
- Personal Injury
- Third Person Bodily Injury
- Automobile Coverage
- Public Liability and Property Damage

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.

Indemnification - Failure of Contractor 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.

Certification of Lawful Presence / Work Authorization - Contractor will complete the attached, 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.

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 23 day of September, 20 26.

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

By Carla Moberly
Mayor Carla Moberly

ATTEST: (SEAL)

Wendee Seaton, City Clerk
Attest Person Title and Printed Name

Heartland Traffic Services, Inc.

By
Authorized Contractor Signature

Tyler Wright, Branch Manager
Printed Name and Title of Signatory

ATTEST: (SEAL)

Karen Davis, Contract Manager
Attest Person Title and Printed Name

EXHIBIT A - PROPOSAL BY CONTRACTOR

To:	City Of Clinton	**Contact:**	
Address:	105 E. Ohio	**Phone:**	660-885-4362
	Clinton, MO 64735	**Fax:**	
Project Name:	CITY OF CLINTON 2ND STREET & CALVIRD ROADWAY STRIPING	**Bid Number:**	
Project Location:	CLINTON, MO	**Bid Date:**	8/28/2026

LAYOUT AND INSTALL NEW HIGH BUILD STRIPING ON EXISTING SURFACE.
INCLUDES REMOVAL OF EXISTING PAVEMENT MARKINGS.
WORK TO BE PERFORMED WHILE MOBILIZED STRIPING PRICE LANE.
INCLUDES PREVAILING WAGES.

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
2022010	REMOVAL OF IMPROVEMENTS	1.00	LS	$25,000.00	$25,000.00
6200015	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 24 IN. WHITE	315.00	LF	$20.00	$6,300.00
6200021	PREFORMED THERMOPLASTIC PAVEMENT MARKING, LEFT ARROW	24.00	EACH	$300.00	$7,200.00
6205902 B	6 IN. WHITE CLASS 2 PAVEMENT MARKING PAINT (25-MIL TYPE L BEADS)	2,761.00	LF	$3.00	$8,283.00
6206000 D	4 IN. WHITE CLASS 1 PAVEMENT MARKING PAINT (18-MIL TYPE P BEADS)	23,342.00	LF	$0.45	$10,503.90
6206001 D	4 IN. YELLOW CLASS 1 PAVEMENT MARKING PAINT (18-MIL TYPE P BEADS)	33,471.00	LF	$0.45	$15,061.95

Bid Price Subtotal: **$72,348.85**

Total Bid Price: **$72,348.85**

Notes:

- **General Terms:**
- Bid Price does not include payment performance bonds or waiver of subrogation. Each can be furnished for an additional cost as follows. Bond rate of 1.25% - $250 for waiver of subrogation.
- Bid price does not include attaining any permits required to perform work. All taxes and fees are excluded.
- Includes standard C.O.I. extension to match owners' requirements. All railroad, pollution and/or professional service riders are excluded.
- HTS estimate to be included in contract as an exhibit.
- **Terms of Pavement Marking Bid Items:**
- We propose to furnish material and Labor in accordance with project specifications
- Pavement marking material must be installed per manufacturer/owner specifications. Heartland Traffic Services will not assume responsibility for temporary tape or permanent markings installed outside manufacturer's reccomendations.
- Quote not valid more than 60 days from bid date. Estimates beyond 60 days may change.

Payment Terms:

Payment to match owners pay terms plus 10 days (or per state spec). Private work to be paid 30 days after invoice date.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: City of Clinton

Signature: Christina A Mayer

Date of Acceptance: 10/8/2026

CONFIRMED:

Heartland

Authorized Signature: Tyler S Wright

Estimator: Preston Green
8163153075 preston.green@heartlandtraffic.com