

CONTRACT

THIS CONTRACT is made and entered into this 4th day of January, 2023, by and between the **CITY OF JACKSON, MISSOURI**, a municipal corporation, (the “City”) and **IDS, INC.** (the “Company”), **WITNESSETH:**

WHEREAS, the City has determined that it requires a service agreement harvesting parts from a 16 cylinder SWC Worthington motor; and,

WHEREAS, Company is qualified for the provision of such services; and,

WHEREAS, the City has agreed to accept Company’s qualifications.

NOW, THEREFORE, in consideration of the premises and promises contained herein, and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, each party hereby agrees as follows:

SECTION A – Scope

1. **DESCRIPTION OF WORK:** The Company hereby acknowledges that it shall remove, preserve, palletize for shipping and assist in loading both major and minor components from a 16 cylinder SWC Worthington engine to include cylinders, pistons, heads, valve train, fuel injection components and other miscellaneous materials, all at the location of Macon Municipal Utilities in Macon, Missouri.

SECTION B – Compensation for Company’s Services

1. The City shall pay the Company:
 - a) A standard field rate of \$100.00 per man hour;
 - b) A standard travel rate of \$50.00 per man hour;
 - c) A per diem for each man of \$30.00 per day;
 - d) Motel to be charged at cost;

- e) Materials to be charged at cost plus ten percent; and
 - f) The City is responsible for coordinating shipping and payment of shipping costs.
2. By way of example, attached as Exhibit A, which is made a part hereof, are Company's estimates for the work to be performed.
 3. Company agrees that under no circumstances shall the compensation for Company's services exceed \$25,000.00 without prior approval of the City.

SECTION C – Miscellaneous Provisions

1. No portion of the work covered by this Agreement, except as provided herein, shall be sublet or transferred without written consent and approval of the Director of Electric Utilities. The subletting of the work shall in no way relieve the Company of primary responsibility for the quality and performance of the work. The Company will give personal attention to the faithful completion of the work and will keep all aspects of the work under Company's control.
2. Subcontracting shall not, under any circumstances, relieve the Company of liability or of any obligations under this Contract. The Company shall at all times have a supervising representative other than the subcontractor at a work site.
3. Work performed under this Contract must be satisfactory to the City. The City shall have the final say in determining such questions. Unsatisfactory work shall be sufficient justification for immediate termination of this Contract.
4. The Company shall provide proof of insurance, including public liability and property damage insurance and worker's compensation insurance for all employees employed on City projects. Certificates of insurance must be in a form and amount acceptable to

the City. Company shall provide the City ten days written notice prior to canceling insurance coverage. The City shall have absolute discretion as to the sufficiency of Company's insurance.

5. The Company must furnish proof of public liability, property damage, and workmen's compensation insurance. Minimum amounts for public liability and property damage shall be \$1,000,000 per occurrence and \$2,000,000 aggregate. Insufficient or lapsed insurance coverage at any time will be good cause for termination of this agreement. All coverage shall be on an "occurrence" basis and not "claims made." An endorsement on the required form supplied by the Company naming the City as an additional insured shall also be required. No provision of this agreement shall constitute a waiver of the City's right to assert a defense based on sovereign immunity, official immunity, or any other immunity available under law.
6. To the fullest extent permitted by law, Company agrees to indemnify, defend and hold harmless the City of Jackson, its officers, agents, volunteers, lessees, invitees, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of, or related to all aspects of the harvesting of engine components from the 16 cylinder SWC Worthington engine under this agreement involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses, or expenses are caused by the negligence or other wrongdoing of Company, its officers, agents, and volunteers, or anyone directly or indirectly employed or hired by the Company or anyone for who acts the Company

may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees.

7. The Company shall comply with all federal, state and municipal laws, regulations and ordinances, including, but not limited to, environmental and labor statutes and regulations.
8. The Company agrees that during the life of this Contract it will not discriminate against any employee, applicant for employment or subcontractor because of race, religion and national origin. A similar nondiscrimination provision will be included in all subcontracts entered into in the performance of this Contract. Violation of this provision shall be good cause for the City to terminate this Contract, and any payment due or subsequently accruing to the Company under this Contract may be subject for forfeiture in the event of violation of this paragraph.
9. This Contract shall bind the parties hereto, their successors and assigns.
10. This Contract and attached exhibits constitute the entire Contract between the parties and supersedes any prior representations, offers, negotiations or understandings between the parties with respect to the subject matter of this Contract.
11. This Contract shall be deemed to have been fully executed and made by the parties herein and governed by the internal laws of the State of Missouri for all purposes and intents. It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Contract, or regarding its alleged breach, shall be instituted in the Circuit Court of Cape Girardeau County, Missouri.
12. The Company hereby certifies that the information provided to the City and in any attachments listed herein is true and correct to the best of the Company's knowledge

and agrees to have any of the statements checked by the City unless the Company has indicated to the contrary. The Company authorizes the references listed to provide the City any and all information concerning the Company's previous employment and any pertinent information that they may have. Further, the Company releases all parties and persons from any and all liability for any damages that may result from furnishing such information to the City as well as from the use or disclosure of such information by the City or any of its agents, employees or representatives. The Company understands that any misrepresentation, falsification or material omission of information may result in the Company's failure to be awarded a contract or termination of contract.


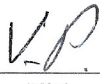
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals
the day and year first above written.

CITY OF JACKSON, MISSOURI

By: _____
Mayor

ATTEST:

City Clerk

 
IDS, Inc Title

2 men for 2 weeks, 40hr work weeks

160	Hrs labor, 2 men, 2 weeks, 5 day weeks, 8hr days	100	/hr	16,000.00
8	Hrs travel, 2 men, 2 weeks, 1 round trip/wk, 1hr each way	50	/hr	400.00
480	Miles travel, 2 men, 2 weeks, 1 round trip/wk, 60mi each way	.50	/mile	240.00
20	Man-Days perdiem 2 men, 2 weeks, 5 day weeks	30	/day	600.00
16	Man-Days motel @ Cost, 2 men, 2 weeks, 4 nights /wk	80	/day	1,280.00
				18,520.00

2 men for 3 weeks, 40hr work weeks

240	Hrs labor, 2 men, 3 weeks, 5 day weeks, 8hr days	100	/hr	24,000.00
12	Hrs travel, 2 men, 3 weeks, 1 round trip/wk, 1hr each way	50	/hr	600.00
720	Miles travel, 2 men, 3 weeks, 1 round trip/wk, 60mi each way	.50	/mile	360.00
30	Man-Days perdiem 2 men, 3 weeks, 5 day weeks	30	/day	900.00
24	Man-Days motel @ Cost, 2 men, 3 weeks, 4 nights /wk	80	/day	1,920.00
				27,780.00