

## CONTRACT

**THIS CONTRACT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the ***CITY OF JACKSON, MISSOURI***, a municipal corporation, (the “**City**”) and **Cardwell Roofing LLC** (the “**Company**”), **WITNESSETH:**

**WHEREAS**, the City has determined that it requires a contract agreement for repairs to be made to some of its facilities roofs; and,

**WHEREAS**, the Company submitted an appropriate quote for the provision of such services; and,

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

**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 repair the roof to Well #5 located at 503 Wayne Street, within the City.

### **SECTION B – Authorization of Services**

1. Required services are denoted in Exhibit A and will include, but not limited by:
  - a) The removal of all shingles down to the decking;
  - b) The installation of:
    - i. Landmark certainteed architectural shingles;
    - ii. Synthetic (felt paper) underlayment;
    - iii. Drip edge around the perimeter of building;
    - iv. Starter Strip around perimeter of building;

- v. Ridge cap with any ridges/hips;
  - c) The removal of all trash and roofing debris;
  - d) All work with a workmanship warranty for five (5) years; and
  - e) All work to be completed within sixty (60) days from date of execution of this Contract.
2. Specific assignments for recommended additional services require the Company to submit a change order to the City containing a written scope of work and cost estimate schedule. A written notice to proceed from the City must be obtained by the Company prior to commencing with any recommended additional services.

#### **SECTION C – Compensation for Company’s Services**

1. The City shall pay the Company Nine Hundred Fifty Dollars (\$950.00) in one lump sum following the completion of the roof repairs.

#### **SECTION D – 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 Public Works. 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 as follows:
  - Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence basis.
  - Comprehensive Business Liability Insurance for all owned, non-owned, and hired automobiles and other vehicles used with a combined single limit of \$1,000,000 minimum.
  - Worker's Compensation Insurance within statutory limits required by any applicable federal or state law and Employers Liability Insurance with minimum limit of \$1,000,000 per accident.
  - Additional Insured Endorsement naming the City of Jackson as an additional insured.
  - City of Jackson listed as Certificate Holder on the signed Certificate of Insurance.
  - Insufficient or lapsed insurance coverage at any time will be good cause for termination of this Contract.
  - 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. The Company shall indemnify and save harmless the City, its officers, agents, employees, and servants against all loss, damage, or expenses that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of property damage, injury to or death of any person or persons, including all persons performing any work under the Contract.
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, its 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.

(Left Blank Intentionally )

**CITY OF JACKSON, MISSOURI**

By: \_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

**CARDWELL ROOFING, LLC**

By: \_\_\_\_\_  
President/Member