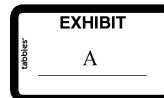


CONTRACT AGREEMENT



THIS CONTRACT (the “**Contract**”) is entered into this 28 day of March, 2023, by and between the **CITY OF JACKSON, MISSOURI**, Owner of the Project, hereinafter referred to as “**City**,” and **BOOTHEEL FENCE CO., INC.**, hereinafter referred to as “**Contractor**,” in connection with that work or improvement known as the City Parks Fencing Replacement and Repair Project to be completed for the City located in the City Park and Brookside Park.

WHEREAS, the City has selected the aforesaid Contractor for the Project and by Ordinance No. _____ has awarded the Contractor the Contract for the amount named in the bid from the Contractor dated March 9, 2023, a copy of which is incorporated herein.

NOW, THEREFORE, the parties agree as follows:

- A. The Contract Documents for the Project include the Specifications and Proposal Documents which are attached hereto and made a part hereof as Exhibit 1. The Contract Documents may also consist of such special provisions, addendums, appendices, plans, and specifications as may be necessary for the Project.
- B. The Contractor shall perform the Work in compliance with the Contract Documents.
- C. The Contractor shall supply all labor, materials, equipment, and supervision necessary to complete all of the Work as described in the Contract Documents.
- D. The Work shall be commenced and completed according to the Project Schedule, subject to such extensions and modifications as are made pursuant to the Contract Documents.
- E. The City shall pay the Contractor for performance of the Work, subject to additions and deductions as provided in the Contract Documents, the Contract Price of **\$40,300.00**.

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

CITY:

CITY OF JACKSON, MISSOURI

Dwain L. Hahs, Mayor

ATTEST:

Liza Walker, City Clerk

Address:
101 Court Street
Jackson, Missouri 63755

CONTRACTOR:

BOOTHEEL FENCE CO., INC.

Matthew Wormington
Signature

Matthew Wormington
Printed Name

President
Title

ATTEST:

Tammy Duncan
Signature

Tammy Duncan
Printed Name

CFO
Title

Address:
3619 N. High St.
Jackson, Missouri 63755

EXHIBIT 1
CITY OF JACKSON, MISSOURI
CITY PARKS FENCING REPLACEMENT AND REPAIR PROJECT
SPECIFICATIONS AND PROPOSAL DOCUMENTS

These Specifications are included in and are a part of the Proposal Documents for this program.

SCOPE OF WORK: The City Parks Fencing Replacement and Repair Project will encompass the replacement of fencing and gates at the City Park tennis courts on Wimbledon Drive, replacement of fencing at the City Park basketball courts on Carroll Knox Drive, replacement of the gate on Brookside Park Field #9, repairs to the outfield gates on Brookside Park Fields #8 & #9, and the addition of roofs on the dugouts of Field #7 in Brookside Park. The Contractor shall furnish all labor, equipment, fuel, transportation, and materials necessary to fulfill the terms of the project.

LOCATION OF WORK: City Park tennis courts are located on Wimbledon Drive. Brookside Park is located at 952 E. Independence St. See Exhibit A for the Location Map.

MATERIAL SPECIFICATIONS:

Basketball Courts: 300' of 9 gauge 2" mesh extruded black coated chain link fencing with 1-5/8" SS40 top rail & bottom rail. Existing posts will remain in place.

Tennis Courts: 650' of 9 gauge 1.75" mesh extruded black coated chain link fencing with 1-5/8" SS40 top & bottom rail. Includes 5' x 10' single walk gate. Existing posts will remain in place.

Brookside Field #9: Install new 4' x 12' DD gate and 1-2.5" terminal post galvanized

Brookside Field #7: Lower fence on back of two dugouts to 7'; frame with 1-5/8" top rail to existing posts; add metal roofing.

WORK DAYS/TIMES: All work shall be performed during the work week of Monday through Friday from 6:00 a.m. through 6:00 p.m.

NOT-TO-EXCEED CONTRACT PRICE: The Contractor shall furnish all labor, equipment, and materials for the Program and to perform all related work as provided for and in accordance with the specifications and proposal documents for a cost-not-to-exceed price as indicated on the proposal sheet. The total compensation to be paid to the Contractor for the performance of the work is a maximum amount and may be reduced during the course of performance of the work based upon the individual unit price values provided to the City by the Contractor on the proposal sheet, subject to the approval of the Parks & Recreation Director.

NO GUARANTEE OF WORK: Any award of a proposal shall not obligate the City in any way to use any of the services listed herein or to use the Contractor for any certain period of time. In addition, the City shall not be liable for damages to the Contractor in the event that the City does not use any services proposal herein.

COMMUNICATIONS: The Contractor shall be responsive to City communications via phone, text, email, or in person.

PERMITS AND LICENSES: The Contractor shall, at its own cost, secure all permits and licenses required by City Code and State Statute and give all notices necessary and incidental to lawful prosecution of the work.

LAWS TO BE OBSERVED: The Contractor shall at all times observe and comply with the National Electric Code, all Federal and State Laws and regulations, and all shall comply with all orders and decrees which exist at the present or which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work and no plea of misunderstanding or ignorance will be considered.

CONTRACTOR'S UNDERSTANDING: It is understood and agreed that the Contractor has, by careful examination, satisfied himself/herself as to the nature and location of the work, the confirmation of the ground, the character, quality, and quantities of the work necessary, the character of the equipment and facilities needed for the execution of work, the general and local conditions, and all other matters which can in any way affect the work under this contract.

PROTECTION OF WORK AND PROPERTY: Reasonable care shall be taken when working in the vicinity of people, vehicles, buildings, and property.

COMPLETION DATE: The Contractor shall complete all work within 60 days of contract award, unless otherwise agreed to in writing by both Contractor and City.

PAYMENT: Payment shall be made in one (1) lump sum following the completion of the Project.

REQUIRED INSURANCE: Successful contractor 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, at which time the contract may be awarded to the next lowest bidder.

To the fullest extent permitted by law, Contractor 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 the use of City's facilities, buildings, equipment or infrastructure under this agreement involving an injury to a person or persons, whether bodily injury or other personal injury (including death), 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 Contractor its officers, agents and volunteers, or anyone directly or indirectly employed or hired by the Contractor or anyone for whose acts the Contractor may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees.

All coverage shall be on an "occurrence" basis and not "claims made." An endorsement on the required form supplied by the Owner naming the Owner as an additional insured shall also be required.

No provision of this agreement shall constitute a waiver of the City of Jackson's right to assert a defense based on sovereign immunity, official immunity, or any other immunity available under law.

BID SHEET: The Contractor must prepare and submit a completed Bid Sheet. By signing, the contractor acknowledges the agreement with the general specifications, conditions, and contract requirements.

QUALIFICATIONS: To ensure a high-quality level of operations during this program, Bidders must demonstrate minimum experience and qualifications. Upon request, bidders must provide evidence of experience in successfully operating and managing this type of business.

CHOICE OF LAWS AND VENUE: This Contract shall be governed by the laws of the State of Missouri and the venue for any dispute between the parties shall be in the Circuit Court of Cape Girardeau County, Missouri.

WARRANTY: Contractor will issue a one-year labor and material warranty for workmanship. If there is a failure, the Contractor will provide free labor and material to correct these problem(s).

ENTIRE AGREEMENT: This Contract contains the entire agreement between the parties and supersedes all prior or contemporaneous written or oral communications. This Contract may not be changed or terminated only by an instrument in writing signed by the party against whom enforcement of such change or termination sought. No breach of any agreement, warranty, or representation shall be deemed waived unless expressly waived in writing by the party who asserts such breach.

SUCCESSORS AND ASSIGNS: The terms, covenants, and conditions of this Contract shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the respective parties to this Contract.

EXHIBIT INDEX

EXHIBIT A – Location Maps



City Park Tennis Courts – Wimbledon Drive off W. Independence Street



City Park Basketball Courts – Carroll Knox Drive off W. Park Street



Brookside Park – Off E. Independence Street

ADDENDUM TO CONTRACT AGREEMENT

THIS ADDENDUM, effective as of the date on which all parties hereto execute this Addendum, amends and supplements that Contract Agreement by and between **CITY OF JACKSON, MISSOURI** (“City”) and **BOOTHEEL FENCE COMPANY, INC.** (“Contractor”) with the effective date of March 28, 2023 (the “Contract”).

WHEREAS, City and Contractor wish to amend the terms of the completion date under the Contract.

NOW, THEREFORE, for adequate consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Contract as follows:

COMPLETION DATE: The Contractor shall complete all work within 120 days of contract award, unless otherwise agreed to in writing by both Contractor and City.

City and Contractor acknowledge that they have read and agreed to the terms and conditions of this Addendum, and they understand it will become legally binding upon signing.

DATE: _____

City of Jackson, Missouri

Dwain Hahs, Mayor

ATTEST:

Liza Walker, City Clerk

DATE: 3/28/2023

Bootheel Fence Co., Inc.

By: Matthew Wormington

Print: Matthew Wormington

Title: President