

SERVICES CONTRACT

THIS CONTRACT made and entered into by and between the City of Willard, Missouri (the City) and Visu-Sewer of Missouri, LLC (Contractor) on this ____ day of _____, 2026.

Witnessed That:

WHEREAS, the City of Willard desires to engage the Contractor to provide certain services hereafter more particularly described in **Exhibit A**; and

WHEREAS, the Contractor made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Contractor as follows:

1. **Scope of Work.** The City agrees to engage the work of the Contractor and the Contractor agrees to provide the services and assume the responsibilities hereinafter set forth in **Exhibit A**.
2. **Addition to Work.** The City and the Contractor may amend the scope of work set forth in **Exhibit A**, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 7B of this Contract.
3. **Amendments.** This Contract may not be amended, modified, or otherwise changed or altered except by a writing executed by Contractor and an authorized representative of City.
4. **Exchange of Data.** All information, data, and reports as are existing, available, and necessary for the carrying out of the work, shall be furnished to the requesting party without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of work.
5. **Payment for Labor and Materials.** The Contractor agrees and binds itself to secure and pay for all personnel, labor, materials, and supplies required to perform the services called for under this Contract by Contractor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All the work required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such work. None of the work or services covered by this Contract shall be subcontracted without the written approval of the City.
6. **Term.** The work of the Contractor shall commence as soon as practicable after the execution of this Contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of

the purposes of the Contract, but in any event, all of the work required hereunder shall be completed by _____.

7. **Costs not to Exceed.** The City is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this Contract which cannot be exceeded unless this Contract is amended. The Contractor providing work hereunder shall be required to keep track of the amount of work performed under this Contract at all times; and any work, materials, supplies, or expenses in excess of the fixed sum shall not be eligible for payment. **The Contractor shall notify the City if Contractor anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation.** The Contractor shall establish a billing system showing the amount of money remaining on the Contract which shall be shown in each monthly billing.
8. **Payment.**
 - a. **Conditioned upon acceptable performance.** The City agrees to pay the Contractor in accordance with the terms set forth in **Exhibit B**, which shall constitute complete compensation for all work to be rendered under this Contract; provided, that where payments are to be made periodically to Contractor for work rendered under this Contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the work performed during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A**.
 - b. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of **Seventy-three thousand two hundred thirty-eight dollars and fifty-seven cents (\$73,238.57)(regardless of Exhibit A potential increases, any increase beyond the total amount above, must be agreed to in writing and is deemed an amendment to the contract).**
9. **Bankruptcy or Insolvency.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Contractor, or in the event of breach of any of the terms hereof including in the warranties of the Contractor, City may cancel this Contract or affirm the Contract and hold Contractor responsible in damages.
10. **Compliance with Applicable Laws.** The Contractor warrants it has complied with all Applicable laws, rules and ordinances of the United States, or any state, municipality or any other governmental authority or agency in the manufacture or sale of the items covered by this Contract, including but not limited to all provisions of the Fair Labor Standard Act, as amended.

Contractor agrees to comply with all applicable federal, state, and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

11. Conflicts. Any bidder or signee of this Contract shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the City or member of the City Board of Aldermen in writing at the time of the execution of this Contract. A violation of this provision renders the Contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work to be performed under this Contract. The Contractor further covenants that in the performance of this Contract no person having such interest shall be employed.

12. Termination of Contract.

- a. Termination for breach.** Failure of the Contractor to fulfill Contractor's obligations under this Contract in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A** shall constitute a breach of the Contract, and the City shall thereupon have the right to immediately terminate the Contract. The City shall give written notice of termination to the Contractor by one of three different means: U.S. Postal Service Mails; email transmission; or by hand delivering a copy of the same to the Contractor. The date of termination shall be the date upon which notice of termination is hand delivered to Contractor, the third day following mailing of the notice of termination, or delivery of an email transmission, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, parts, materials, and reports or other materials prepared by the Contractor under this Contract shall at the option of the City become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the Contract by the Contractor.
- b. Right to terminate in the absence of breach.** The City may terminate this Contract for any reason by serving notice of intent to terminate upon the Contractor by the means specified in sub-paragraph a of this section. Such notice shall specify the date of termination, but in no event shall the city terminate the Contract under this provision upon less than thirty (30) days' notice to the other Contractor; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination, in the event of termination in the absence of breach.
- c. Surviving Terms.** Notwithstanding any provisions to the contrary, provisions pertaining to liability and indemnity shall survive the termination of this Contract.

13. Non-discrimination in Employment. In connection with the furnishing of supplies or performances or work under this Contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable federal and state laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder. The Contractor agrees in the performance

of this Contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

14. Provisions by Law Deemed Inserted. Each and every provision of the law and clauses required by law to be inserted in this Contract will be deemed to be inserted herein and will be read and enforced as though it were included herein, and if through mistake, or otherwise any such provision is not inserted, then upon the application of either party the Contract will be physically amended to make such insertion or correction.

15. Tax Exempt. The City of Willard is exempt from Sales Tax and Federal Excise Tax.

16. Governing Law. This Contract shall be governed by the laws of the State of Missouri. The City and Contractor agree that the performance of this Contract will be deemed to have occurred in the State of Missouri and that Contractor's performance under this Contract will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under this Contract shall be exclusively in the Circuit Court of Greene County, Missouri, or the Federal District Court for the Western District of Missouri, Southern Division, as appropriate. Contractor submits to the personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to those courts.

17. Severability. The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void.

18. Entire Contract. This Contract contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referred hereto and signed by both parties.

19. Waiver. All waivers of and consents to any terms and conditions of this Contract, or any rights, powers, or remedies under it, by either party must be in writing in order to be effective. Once a right has vested in a party, that party shall not be deemed to have waived its right due to its failure or election to not exercise its right at the time it vests, and such party shall continue to have the option to exercise its right unless it waives its right in writing. No waiver or consent granted with respect to one matter or incident shall be construed to operate as a waiver or consent with respect to any different or subsequent matter or incident.

20. Force Majeure. City acknowledges and agrees that Contractor shall not be responsible for any failures or delays in performing Contractor's respective obligations hereunder arising from any cause beyond Contractor's reasonable control, including but not limited to acts of God and natural disasters such as fires, earthquakes, storms, typhoons, and floods; acts of civil or military authority; acts of civil disobedience such as riots and warfare; and acts of foreign and domestic terrorism.

- 21. Non-Agency.** The Parties agree that nothing contained in this Contract shall be construed as creating any agency, partnership, or other form of joint enterprise between the Parties.
- 22. Use of Electronic Signatures.** The Contractor agrees to the electronic execution and delivery of any agreement, contract, or purchase order resulting from the acceptance of a bid and that any electronic signatures including facsimile transmission are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.
- 23. Missouri Immigration Law Affidavit.** The Contractor takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Contract. The Contractor will provide information with a statement that the Contractor has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.
- 24. Assignment.** The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.
- 25. Performance.** It is understood by the parties that time is of the essence in this Contract.
- 26. General Independent Contractor Clause.** This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent Contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, that this Contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor.

27. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

28. Liability and Indemnity. The parties mutually agree to the following:

- a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this Contract. The maximum liability of the City shall be limited to the amount of money to be paid by the City under this Contract.
- b. The Contractor shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands, and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the Contractor arising out of or in any way connected with this Contract. Contractor further agrees to defend, indemnify, and hold the City harmless from and against any claims, losses and liabilities arising out of the award of this Contract to the Contractor.
- c. The Contractor shall indemnify and hold the city harmless from all wages or overtime compensation due its employees and from any and all claims by Subcontractors in rendering work pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.
- d. All the provisions in the agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes.

29. Bonds and Insurance. The Contractor shall have and maintain, at the Contractor's expense, adequate liability insurance and bonds (if applicable) to satisfy statutory bonding requirements, of section 537.610.2 and 537.610.5 of the Missouri Revised Statutes to protect the City and the general public against any loss, damage, and/or expense related to the Contractor's performance under this Contract. The insurance coverage shall include, but need not be limited to, the following coverages in the amounts specified; such insurance shall indemnify the City to the fullest extent possible under the laws of the State of Missouri:

- a. General Liability Insurance with a company authorized to do business in the State of Missouri with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injuries (including death) and property damage, and Two Million Dollars (\$2,000,000.00) aggregate. The City of Willard shall be named as an additional insured.
- b. Automobile Liability Insurance with a company authorized to do business in the State of Missouri having limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injuries (including death). The City of Willard must be named as an additional insured.

- c. Workers' Compensation Insurance with a company authorized to do business in the State of Missouri having limits not less than One Million Dollars (\$1,000,000.00), including occupational disease provisions for all employees of the Contractor(s) and Sub-Contractor(s).
- d. The Contractor shall require all Sub-Contractors to provide and maintain like insurance as set forth above unless the Contractor's policies extend to claims made against or growing out of operations of the Sub-Contractor.
- e. Written evidence of the required insurance coverage shall be submitted before or upon award of the Contract. Such policy(ies) shall name the City of Willard as additionally insured. Failure to maintain required insurance coverage shall be considered a breach of this Contract.
- f. Contractor understands and agrees that the insurance required under the terms of the Contract in no way precludes the Contractor from carrying such other insurance as may be deemed necessary by the Contractor for the operation of the Contractors business or for the benefit of the Contractor's employees.
- g. Notwithstanding any other provision of the Contract to the contrary, no insurance procured by the Contractor shall be construed to constitute a waiver of any sovereign immunity as set forth in section 537.600 through 537.650 of the Missouri Revised Statutes, or any other governmental or official immunity, which is barred under said doctrines of sovereign, governmental or official immunity available to the City, its Board of Aldermen, salaried officers or employees, nor constitute waiver of any available defense. For contracts \$1,000,000.00 and over, the Contract shall cause all policies of insurance related to the Contract to be endorsed in accord to this subparagraph by specifically stating in the policy "Nothing contained in this policy will be construed to broaden the liability of the insured (City) beyond the provisions of Sections 537.600 to 537.610 of the Missouri Statutes, as may be amended from time to time, nor to abolish or waive any defense at law which might otherwise be available to the insured City or its officers and employees."
- h. If this is a multi-year contract then the Contractor shall further require the upper limits of coverage of such policies to be adjusted on an annual basis to be at least equal to the limits of liability set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes as amended from time to time.
- i. Insurance Certificates. It is the sole responsibility of the Contractor to provide the City with the most up-to-date insurance certificates and to keep them current throughout the term of the Contract and for any renewal periods. Any failure to maintain insurance coverage shall not relieve any contractual responsibility, obligation, or liability under the Contract documents. Insurance Certificates must be faxed or mailed to the address provided.
- j. Unless otherwise agreed to by the authorized agent of the City, all requirements of bonds and insurance shall be complied with.

30. Notices. All notices required or permitted herein under and required to be in writing may be given by first-class mail addressed to City and Contractor at the addresses or email addresses provided. The contact information provided by the contractor vendor contact information page must be kept current. The contact information for the City is provided below. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by email or mail shall be deemed to be the date transmission occurs.

City Contact Information: City of Willard, Missouri
Attn: Genia Mount
224 West Jackson Street
Willard, MO 65781
417-742-5315
cfo@cityofwillard.org

Contractor Contact Information:
Visu-Sewer of Missouri, LLC
Attn: Ethan Manley
7895 St. Clair Avenue
East St. Louis, IL 62203
618-397-9840
ethanm@visu-sewer.com

31. Safety. Contractor and subcontractors performing service for the City are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

32. Public Protection. The Contractor shall comply with all local, state, and federal safety rules, regulations, or laws and provide protection necessary to protect persons and property from injury or damage during all stages of work.

33. Effective. The Contract is effective upon completion of the last signature.

IN WITNESS WHEREOF, City and Contractor, by and through their authorized officers, have made and executed this Contract.

City of Willard , Missouri

Visu-Sewer of Missouri, LLC

By _____

By _____

Title _____

Title _____

Date _____

Date _____