

RESOLUTION NO. 2026-02

1 **A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY**
2 **ADMINISTRATOR TO EXECUTE A CONTRACT, IN AN AMOUNT NOT TO EXCEED**
3 **\$461,140.00, WITH HUTCHINSON RECREATION AND DESIGN, INC. FOR COVERED**
4 **PARKING STRUCTURES FOR USE WITH THE NEW POLICE DEPARTMENT**
5 **FACILITY.**

6
7 **WHEREAS** the City, utilizing a cooperative contract through Sourcewell (Contract
8 #012621-PPC) desires to engage Hutchinson Recreation & Design, Inc., to install a
9 covered parking structure at the new Police Department facility; and

10
11 **WHEREAS** the City Council desires to authorize the City Administrator to execute
12 a contract, in an amount not to exceed \$461,140.00, with Hutchinson Recreation &
13 Design, Inc. for said services.

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15 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF**
16 **NIXA, AS FOLLOWS, THAT:**

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18 **SECTION 1:** The City Council hereby authorizes the City Administrator, or
19 designee, to execute a "Construction Contract for the Purchase and Installation of Certain
20 Covered Parking Structures" with Hutchinson Recreation & Design, Inc. in an amount not
21 to exceed \$461,140.00. Said Agreement shall be in substantially similar form as
22 "Resolution Exhibit A," which is attached hereto and incorporated herein by this reference
23 as though fully set out herein.

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25 **SECTION 2:** The City Administrator and the officers of the City are hereby
26 authorized to do all things necessary or convenient to carry out the terms and intent of
27 this Resolution.

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29 **SECTION 3:** This Resolution shall be in full force and effect from and after its final
30 passage by the City Council and after its approval by the Mayor, subject to the provisions
31 of section 3.11(g) of the City Charter.

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34 **[Remainder of page intentionally left blank. Signatures follow on the next page.]**
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RESOLUTION NO. 2026-02

ADOPTED BY THE COUNCIL THIS 13TH DAY OF JANUARY 2026.

Isaac W. Liddens
PRESIDING OFFICER

ATTEST:
Rebecca Coffey
CITY CLERK

APPROVED BY THE MAYOR THIS 13th DAY OF January 2026.

Isaac W. Liddens
MAYOR

ATTEST:
Rebecca Coffey
CITY CLERK

APPROVED AS TO FORM:
Nehel T. Wynn
CITY ATTORNEY



EFFECTIVE DATE: _____
TERMINATION DATE: _____
CONTRACT NUMBER: _____

**CONSTRUCTION CONTRACT FOR THE PURCHASE AND INSTALLATION OF CERTAIN
COVERED PARKING STRUCTURES**

THIS CONSTRUCTION CONTRACT FOR THE PURCHASE AND INSTALLATION OF CERTAIN COVERED PARKING STRUCTURES ("Contract") is made and entered into upon its execution by the City of Nixa, Missouri, a Constitutional Charter City organized under the laws of the State of Missouri ("City") and Hutchinson Recreation & Design, Inc., a Missouri Corporation ("Contractor").

WHEREAS the City, utilizing cooperative procurement pricing (Sourcewell #012621-PPC) desires to engage Contractor to perform certain work under the terms and conditions of this Contract; and

WHEREAS the Contractor desires to perform such work under the terms and conditions of this Contract.

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

1. Manner and Time for Completion.

1.1. The Contractor agrees to perform and undertake the work described herein.

1.2. The Contractor shall perform said work in accordance with the standard of care, skill, and expertise ordinarily used by members of the Contractor's profession in the performance of similar work.

1.3. The work is described in Exhibit A, which is attached hereto and incorporated herein by this reference ("Services").

1.4. The rates for the Services provided by the Contractor are established in Exhibit B, which is attached hereto and incorporated herein by this reference.

1.5. Contractor shall furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform the Services at Contractor's own expense in accordance with the contract documents, any applicable City ordinances, and any applicable state or federal laws within 275 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the City, within 30 days after the date of execution of this Contract. If such order is not issued within 30 days after execution of this Contract, then this Contract shall terminate.

2. Addition to Services. The City may add to the Services or delete therefrom services, provided that the total cost of such work does not exceed the total cost authorized herein. The Contractor shall undertake such changed activities only upon the written direction of the City. All such directives and changes shall be in written form and shall be accepted and countersigned by the Contractor.

3. Payment.

3.1. Progress Payments.

3.1.1. Provided that Contractor performs the Services in the manner set forth herein, the City shall pay the Contractor in accordance with the provisions of this Contract, which shall constitute full and complete compensation for the Contractor's work. Such compensation shall be paid in progress payments subject to receipt of a requisition for payment and a statement of the work provided by the Contractor for the period covered by the requisition.

3.1.2. The Contractor is responsible for ensuring that the requisition is received by the City no more than 6 months after completion of the work embraced within said requisition. The City shall have no obligation to pay any requisition which is received by the City more than 6 months after the completion of any work embraced within said requisition.

3.1.3. Such requisition shall include an acknowledgement signed by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the Contract.

3.1.4. If applicable, the City shall provide notice to the Contractor of any payment amount withheld and the reason for such withheld payment.

3.1.5. The acceptance of any payment under this Contract expressly constitutes a release by the Contractor and its subcontractors from any and all claims which were made or could have been made by the Contractor and its subcontractors against the City which may arise out of or are related to this Contract prior to the date of payment by City.

3.1.6. Requisitions shall be submitted to the City via the AccountsPayable@nixa.com email address, or in writing to the address of the City provided below.

3.1.7. Subject to the provisions of Paragraph 3, the City shall pay the Contractor within 30 days of receipt by the City of the requisition.

3.2. Retainage. City shall withhold 5% from each progress payment as retainage to ensure performance and completion of the Contract. Retainage amounts shall be paid as part of City's Final Payment to Contractor.

3.3. Payment Conditioned on Acceptable Performance. No payment shall be made by City unless the Contractor's performance for work which it seeks payment was completed in compliance with the provisions of this Contract. No partial payment to the Contractor shall operate as approval of acceptance of all work completed by Contractor prior to the date of payment.

3.4. Availability of Funds. The total potential compensation to be paid to the Contractor over the entire term of this Contract, including all renewals, is estimated to be **\$461,140.00** and shall in no event exceed this amount.

In the event the City Council fails to appropriate funds for the performance of this Contract in any future fiscal year, this Contract shall automatically terminate, effective at the end of the last fiscal year for which funds were appropriated. The City shall provide the Contractor written notice of such non-appropriation at the earliest opportunity. Such termination shall be without penalty

or expense to the City, and the City shall have no further liability or obligation to the Contractor except for payment for services satisfactorily performed and expenses reasonably incurred prior to the effective date of termination.

3.5. Final Completion and Final Payment.

3.5.1. Final Completion is the point at which all work under this Contract has been completed by the Contractor in strict compliance with the terms of this Contract and the Contractor is ready to receive its Final Payment. Final Completion will only occur when all of the following conditions, unless waived in writing by the City, have been satisfied:

3.5.1.1. All work is complete and in compliance with this Contract.

3.5.1.2. Contractor has submitted to the City a Final Payment Application for all funds remaining due under the Contract.

3.5.1.3. Contractor has completed all of its obligations under this Contract, including, without limitation, provided all manufacturer's warranties or any other warranties which are part of the project, provided any manuals for the operation and maintenance of equipment and systems which are part of the project, provided any as-builts or other drawings, any documentation transferring to City ownership of all equipment and materials which are part of the project, and any other close-out requirements reasonably required by the City.

3.5.1.4. Contractor has delivered to the City a final claim statement setting forth in detail all claims of any kind pending against the City or any indemnitee connected with or arising out of this Contract that are pending but not yet resolved. Any claim not specified by the Contractor, whether on behalf of itself or its subcontractors, shall be deemed waived.

3.5.2. Unless otherwise provided in Paragraph 3.5, the manner in which a Final Payment is made shall be governed by the provisions of Paragraph 3.1.

3.5.3. The Contractor shall notify the City, in writing, when it considers Final Completion has been achieved. After receiving such notice, the City shall, within a reasonable time thereafter, schedule an inspection of the work to determine if Final Completion has been achieved. If the City determines that Final Completion has not been achieved, the City shall promptly provide the Contractor with a list of items to be completed or corrected to enable City to certify that Final Completion has been achieved. The Contractor shall promptly perform such work and notify the City upon completion so another inspection can be scheduled. If the City determines that Final Completion has been achieved, the City shall promptly notify the Contractor that all requirements have been met.

3.5.4. The acceptance of Final Payment under this Contract expressly constitutes a release of the City by the Contractor and its subcontractors from any and all claims which were made or could have been made by the Contractor and its subcontractors against the City which may arise out of or are related to this Contract.

3.6. Additional Payment Terms.

3.6.1. Payment to Contractor shall be by check or by electronic funds transfer, at the sole discretion of the City. Payment shall be provided to the Contractor at the address or the account number provided by the Contractor.

3.6.2. Contractor shall, as a condition precedent to any payments made as part of this Contract, sign up and comply with the requirements of the City's payment verification vendor, currently PaymentWorks. The Contractor agrees to reasonably cooperate with the City's payment verification vendor's requests for information.

4. Exchange of Data and Cooperation. All information, data, and reports in the City's possession and necessary for the carrying out of the Services, shall be furnished to the Contractor without charge, and the parties shall reasonably cooperate with each other in every possible way in the carrying out of the Services.

5. Personnel. The Contractor represents that Contractor shall secure at Contractor's own expense all personnel required to perform the Services. Such personnel shall not be considered employees of the City. All the Services required hereunder shall 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 Services. None of the Services covered by this contract shall be subcontracted without the prior written approval of the City.

6. Term. This Contract shall commence upon its full execution by the Parties and shall continue until the completion and acceptance by the City of the Services, unless sooner terminated pursuant to Paragraph 7.

7. Termination.

7.1. Termination for breach. Failure of Contractor to fulfill Contractor's obligations under this Contract in a timely and satisfactory manner in accordance with the terms of this Contract 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. In the event of any litigation arising from breach of this Contract, the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

7.2. Termination for Convenience. The City shall have the right at any time upon 90 days written notice to the other to terminate and cancel this Contract, without cause, for convenience. In such event final payment to the Contractor shall be limited to services provided by the Contractor as of the effective date of said termination.

8. City's Right to Proceed. In the event this Contract is terminated, the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this Contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

9. Confidentiality. Any reports, data, or similar information given to, prepared or assembled by the Contractor under this Contract shall be considered the property of the City and shall not be made

available to any individual or organization by the Contractor without prior written approval of the City. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

10. Conflict of Interest. Contractor certifies that no member or officer of its firm or organization is an officer or employee of the City of Nixa, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest in this Contract which would violate any applicable federal regulations or the provisions of RSMo. Section 105.450 et seq or the provisions of Nixa City Charter Section 13.1.

11. Assignment. Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Contract, including by operation of law, change of control, or merger, without the prior written consent of the other party. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

12. Nondiscrimination. 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, status as a protected veteran or status as a qualified individual with a disability, 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. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

12.1. This Contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

12.2. This Contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

13. Occupational License. The Contractor shall obtain and maintain an occupational license or business registration with the City of Nixa, Missouri, if required by city code and any required state or federal requirement. The cost for this occupational license shall be borne by the Contractor.

14. Insurance Requirements.

All Insurance in contract to only be per provided COI by Hutchinson and Poligon - BH

14.1. Without limiting any of the other obligations or liabilities of the Contractor, Contractor shall at all times during the Term of this Contract, and for a period of three years thereafter, unless waived in writing by the City, at Contractor's sole cost and expense, have at least the following types and amounts of insurance:

14.1.1. Commercial General Liability Insurance with limits no less than \$532,148.00 per occurrence and \$ 3,547,658.00 in the aggregate, including bodily injury and property damage, which policy shall include contractual liability coverage insuring the activities of Contractor under this Contract;

14.1.2. Worker's Compensation Insurance with statutory coverage as provided for in RSMo. 287.010 et seq.;

14.1.3. Employers Liability Insurance with limits no less than \$532,148.00 per occurrence and \$3,547,658.00 in the aggregate;

14.1.4. Commercial Automobile Liability with limits no less than \$532,148.00 per occurrence and \$3,547,658.00 in the aggregate; and

14.1.5. Owner's and Contractor's Protective Liability Insurance. To protect the City, its agents, servants, and employees from claims which may arise from the performance of this Contract, with limits of at least \$3,547,658.00 for all claims arising out of a single accident or occurrence and at least \$532,148.00 with respect to injuries and/or death of any one person in a single accident or occurrence. The Owner's and Contractor's Protective Liability Insurance must:

14.1.5.1. Be a separate policy with the named insured being: The City of Nixa, Missouri; and

14.1.5.2. Be with the same insurance company with which the Contractor carries its Commercial General Liability Insurance and Automotive Liability Insurance; and

14.1.5.3. Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

14.2. All insurance policies required pursuant to Paragraph 14 shall:

14.2.1. Be issued by insurance companies reasonably accepted by the City, able to transact business within the State of Missouri, and with an A.M. Best Rating of no less than a B+ Rating.

14.2.2. Provide that such insurance carriers give the City at least 30 days' prior written notice of cancellation or non-renewal, or material reduction in coverage. The Contractor shall be required to provide the City with an identical written notice within the same timeframe. Notwithstanding any provisions to the contrary, the Service Provider shall have new insurance policies in place that meet all requirements of this Paragraph 14 prior to such cancellation, non-renewal, or reduction.

14.2.3. Be endorsed to provide a Waiver of Subrogation in favor of the City and its officials, employees, and agents, on all policies required by this Agreement.

14.2.4. Be endorsed to provide that such insurance is primary insurance and any similar insurance in the name of or for the benefit of the City shall be excess and non-contributory.

14.2.5. Name the City and its officials, employees, and agents, as additional insureds on the Commercial General Liability and Commercial Automobile Liability policies.

14.2.6. All underlying policies required by this Contract (e.g., Commercial General Liability, Automobile Liability, Employer's Liability) must be in place. An Umbrella or Excess Liability policy may be used to satisfy the total limit requirements for the underlying policies. Furthermore, any General Aggregate limit for a Commercial General Liability policy shall apply on a 'per-project' or 'per-location' basis by endorsement.

14.3. Contractor shall provide the City with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Paragraph 14 at the time of execution of this Contract and shall not do anything to invalidate such insurance.

14.4. Failure of the Contractor to maintain the coverages set out in this Paragraph 14 shall not relieve it of any contractual responsibility or obligation or liability in general or under this Contract.

14.5. This Paragraph 14 shall not be construed in any manner as waiving, restricting, or limiting the liability of the Contractor for any obligations imposed under this Contract (including but not limited to, any provisions requiring a party hereto to indemnify, defend, and hold harmless under this Contract).

14.6. Subcontracts. In case any or all the performance of this Contract is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in this Paragraph 14. Contractor shall provide evidence of such insurance from said subcontractor.

14.7. Changes in policy limits. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo. is broadened or increased during the term of this Contract by legislative or judicial action or in the event that the Sovereign Immunity limits for a given calendar year, as published annually on the Missouri Register by the Missouri Department of Insurance are increased during the term of this Contract, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased exposure as the result of increase. Any such additional insurance coverage shall be evidenced by an appropriate Certificate of Insurance and shall take effect within the time set forth in the addendum.

14.8. Survival. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

15. Contractor's responsibility for subcontractors. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this Contract, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City.

16. Independent Contractor Clause. This Contract does not create an employee/employer

relationship between the parties. It is the parties' intention that the Contractor shall 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 shall retain sole and absolute discretion as to the judgment and 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, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City shall not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

17. Liability and Indemnity.

17.1. 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 or received by the Contractor under this contract.

17.2. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

17.3. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due to any employees in rendering services pursuant to this Contract or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

17.4. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents, and employees, for which indemnification is sought.

17.5. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

17.6. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price.

17.7. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

17.8. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

18. Contract Documents.

18.1. The entire Contract of the parties shall consist of the following documents:

18.1.1. This Contract; and

18.1.2. Scope of Work (Exhibit A); and

18.1.3. Annual Wage Order No. 32 (Exhibit B).

18.2. The above listed documents are attached hereto and incorporated by their reference herein as though fully set forth herein.

18.3. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties.

18.4. In the event of a conflict between terms, the terms of this Contract, exclusive of its Exhibits, Attachments, or Schedules, shall control over the terms of any Exhibit, Attachment, or Schedule.

19. Nonresident or Foreign Contractors. The Contractor shall procure and maintain during the life of this Contract:

19.1. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

19.2. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

19.3. The Contractor shall utilize a United States based bank at the time of execution of this Contract. The City shall not be responsible for any additional costs incurred in the event that the Contractor utilizes a non-United States based bank.

20. Notices.

20.1. All notices required or permitted hereinunder and required to be in writing may be given by Electronic Mail or by first class mail addressed to City and Contractor at the addresses shown below:

To City:

Name: City of Nixa, Missouri
Address: 715 W. Mt. Vernon St., PO Box 395, Nixa MO 65714
Phone: 417.725.3785
Email: jcampbell@nixa.com
Attn: Joe Campbell
Dept: Police

To Contractor:

Name: Hutchinson Recreation & Design, Inc.
Address: 1000 Edgewater Pt., Ste., 101, Lake Saint Louis, MO 63367
Phone: 314.436.5000
Email: curt@hutchinson-recreation.com
Attn: Curt Hutchinson

20.2. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by Electronic Mail transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

20.3. Notice of information may be updated by the respective party upon reasonable notice of such change to the other party.

21. **Right to Audit.** Contractor agrees to furnish sufficient supporting details as may be required by the City to support any charges or invoices submitted to the City for payment under this Contract. Contractor shall make available for the City's inspection all records covering or relating to charges submitted to the City for payment. Contractor shall make appropriate adjustments in the event that discrepancies are found. The City shall have the right to audit the Contractor's records pertaining to the work/product for a period of three (3) years after final payment. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

22. **Compliance with Laws.** 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.

23. **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.

24. **No Third-Party Beneficiaries.** This Contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Contract.

25. **Jurisdiction.** This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri, without giving effect to any choice or conflict

of law provision or rule which would cause the application of the laws of any jurisdiction other than those of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Courts of Christian County, Missouri. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

26. Waiver of Jury Trial. Each party irrevocably and unconditional waives any right it may have to a trial by a jury in respect to any legal action arising out of or relating to this Contract or the transaction contemplated thereby. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

27. No Waiver of Governmental Immunity. No provision of this Contract is intended, or shall be construed, to be a waiver for any purpose by the City of any applicable state law on municipal liability or governmental immunity. No indemnification provision contained in this Contract under which Customer indemnifies the City shall be construed in any way to limit any other indemnification provision contained in this Contract.

28. Severability. If any term or provision of this Contract is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision.

29. Headings. The headings in this Contract are for reference only and shall not affect the interpretation of this Contract.

30. Interpretation. This Contract shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

31. Payment for Labor and Materials. The Contractor shall pay for all labor and materials used in the provision of the Services.

32. Performance and Payment Bonds.

32.1. The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on forms approved by the City. Each bond shall be in the amount of \$461,140.00 conditioned upon the full and faithful performance of all terms and conditions of this Contract and payment of all labor and material suppliers.

32.2. It is further mutually agreed between the parties that if at any time after the execution of this Contract the City deems the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within 5 days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City.

32.3. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

33. Prevailing Wage. In compliance with sections 290.210 through 290.340 RSMo, all workers performing work under this Contract shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality or the public works contracting minimum wage, whichever is applicable, as set out in the Wage Order. If at any time the Contractor is found to not have paid prevailing wages, the Contractor shall forfeit as a penalty to the City \$100.00 for each calendar day or portion of a calendar day for each worker paid less than the stipulated required rates for any work done under this Contract by the Contractor or by any subcontractor under the Contractor. Notwithstanding the foregoing, if the engineer's estimate of the total project cost or the bid accepted by the City is \$75,000.00 or less, then all labor utilized in the construction of the improvements shall not be required to pay the "prevailing rate of wages" or the public works minimum wage. However, if the project becomes subject to a change order that increases the total project cost to more than \$75,000.00, a "prevailing hourly rate of wages" or the public works contracting minimum wage, whichever is applicable, shall be paid for all labor utilized in the construction of the improvements but only for that portion of the project which exceeds \$75,000.00.

34. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. The Contractor shall provide an acceptable notarized affidavit stating that Contractor has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500.00 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assessed penalties from the payment due to those Contractors and subcontractors. The penalties shall not begin to accrue until the time periods in the statute have elapsed (60 days after notice to proceed and 20 days to produce documentation for employees found in violation).

35. Affidavit for Contracts Over \$5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

36. Compliance with Anti-Discrimination against Israel Act. Pursuant to Section 34.600 RSMo, if this Contract exceeds the amount of \$100,000 for Contractors with ten or more employees, Contractor, by executing this Contract, certifies that the Contractor is not currently engaged in and shall not for the duration of the contract, engage in a boycott of goods or services from the State of Israel; is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or is not currently engaged in and shall not for the duration of this contract, engage in a boycott of goods or services from persons or entities doing business in the state of Israel.

[Remainder of page intentionally left blank. Signatures follow on next page.]

IN WITNESS WHEREOF, the parties have set their hands on the day and year herein stated.

CITY

Jimmy Liles, City Administrator

Date: _____

ATTEST:

Rebekka Coffey, City Clerk

Approved as to form:

Nick Woodman, City Attorney

Director of Finance Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged. I further certify that for the current fiscal year ending December 31, 2025, there is an unencumbered balance to the credit of such appropriation sufficient to pay the City's obligation for the current fiscal year, and that the appropriate accounting entries have been made. The City's obligations in subsequent fiscal years are subject to appropriation by the City Council.

Jennifer Evans, Director of Finance

CONTRACTOR VERIFICATION

State of Missouri)
County of St. Charles) ss.

On this 7 of January, 2026, before me, the undersigned notary public, personally appeared Bradley Hutchinson, personally known to me to be the person whose name is signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose as an authorized agent for Hutchinson Recreation & Design, Inc.

In witness whereof, I hereunto set my hand and official seal.

Kelly J. Smith
Notary Public

SEAL

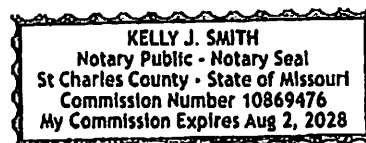


EXHIBIT A SCOPE OF WORK

1. **Introduction.** This Scope of Work outlines the responsibilities of the Contractor and the City for the furnishing and installation of two covered parking structures at the Nixa Police Department facility generally located at 305 N. Leeann Drive, Nixa, Missouri.

2. **Contractor's Responsibilities.** The Contractor shall provide all necessary labor, materials, and equipment to design, fabricate, deliver, and install the structures described herein. The structures shall be located over the parking stalls highlighted in a detailed site plan to be provided by the City.

2.1. Design and Fabrication. The Contractor shall:

2.1.1. Develop final fabrication drawings based on the project's bid documents and site plans.

2.1.2. Engage in a coordination process with the City's designated Design Team to finalize these drawings prior to fabrication.

2.1.3. All drawings submitted by the Contractor are subject to review and approval by the City's designated Design Team. The City shall have 10 business days to review each submittal and provide the Contractor with written approval or a list of required revisions. If revisions are required, the Contractor shall re-submit corrected drawings ~~within 10~~ business days. The project schedule shall be adjusted accordingly for any City review periods that extend beyond the specified timeframe.

based on Polygon's required
engineering time. - BH

2.1.4. Furnish 2 Polygon covered parking structures with the following specifications:

- **Structure 1:** One (1) 20' x 90' covered parking structure with a back-span design. It includes provisions for electrical access and nine (9) cutouts. The structure will have a mean column height of 9'6" and be supported by six (6) columns.
- **Structure 2:** One (1) 20' x 80' covered parking structure with a back-span design. It includes provisions for electrical access and eight (8) cutouts. The structure will have a mean column height of 9'6" and be supported by five (5) columns.
- **Both Structures:** Shall feature multi-rib metal roofing and include all necessary anchor bolts and hardware for assembly. Both structures will also include gutters and downspouts that terminate at ground level.

2.2. Delivery and Installation.

2.2.1. The Contractor shall be responsible for all freight and delivery of the fabricated structures to the project site.

2.2.2. The Contractor shall provide a certified Polygon installation crew to perform the complete installation of the structures onto the foundations.

2.3. Warranties.

2.3.1. The Contractor shall provide the manufacturer's standard warranty for the structures. Per the provided documentation, this includes specific warranties on the steel frame, roofing panels (finish), and hardware.

2.3.2. Contractor warrants to Owner that all labor and services for the installation and assembly of the Covered Parking Structures shall be performed in a good and workmanlike manner, free from defects, and in strict accordance with the manufacturer's written installation instructions and prevailing industry standards.

This Workmanship Warranty shall remain in effect for a period of one (1) year from the date of Substantial Completion of the installation.

Upon receipt of prompt written notice from City of any breach of this warranty, Contractor shall, at its sole cost and expense, promptly correct the defective work, including providing all labor and materials necessary for the correction. If Contractor fails to correct the work within a reasonable time after notice, City may do so and charge the reasonable cost thereof to the Contractor.

This Workmanship Warranty does not cover defects or damage arising from: Ordinary wear and tear; Abuse, misuse, or vandalism; Failure of the Owner to perform reasonable maintenance; Work, materials, or systems not provided by the Contractor, including but not limited to the foundations and electrical systems; or The structural materials and finishes themselves, which are covered exclusively by the Polygon manufacturer's warranty.

3. City's Responsibilities. The City, through its General Contractor or other agents, is responsible for the following:

3.1. Foundations: The complete design, engineering, and installation of all concrete foundations and footings required to support the parking structures. The Contractor shall provide final anchor bolt plans and reactions for the General Contractor to use in this work.

3.2. Electrical and Lighting: The supply and installation of any and all lighting fixtures, conduits, wiring, and final electrical connections for the structures.

3.3. Site Work: All site preparation, utility locating, and post-installation site restoration.

4. Substantial Completion. For the purposes of this Contract, "Substantial Completion" shall be the stage at which the two covered parking structures are fully erected, installed, and secured to the foundations in accordance with the final approved fabrication drawings. At this stage, the work shall be sufficiently complete so that the City can occupy and utilize the structures for their intended purpose, and the only remaining work shall consist of minor punch-list items that do not prevent the full use of the structures.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MIKE KEHOE, Governor

Annual Wage Order No. 32

Section 022
CHRISTIAN COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by _____

Logan Hobbs, Director
Division of Labor Standards

Filed With Secretary of State: _____ March 10, 2025

Last Date Objections May Be Filed: April 9, 2025

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$39.07
Boilermaker	\$25.54*
Bricklayer-Stone Mason	\$25.54*
Carpenter	\$51.12
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$25.54*
Plasterer	
Communication Technician	\$25.54*
Electrician (Inside Wireman)	\$45.24
Electrician Outside Lineman	\$25.54*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$25.54*
Glazier	\$25.54*
Ironworker	\$70.57
Laborer	\$40.24
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$25.54*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$25.54*
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$42.72
Plumber	\$53.23
Pipe Fitter	
Roofer	\$25.54*
Sheet Metal Worker	\$52.90
Sprinkler Fitter	\$69.60
Truck Driver	\$25.54*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
CHRISTIAN County

Section 022

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$25.54*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$25.54*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$46.20
General Laborer	
Skilled Laborer	
Operating Engineer	\$54.64
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$25.54*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "overtime work" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.