

CONTRACT AGREEMENT

THIS AGREEMENT, is made and entered into by and between, Jackson County, Missouri, Party of the First Part and hereinafter called the County, and

Realm Construction, INC 604 SE Industrial Dr Blue Springs, MO 64014

a Missouri Corporation Party of the Second Part and hereinafter called the Contractor,

WITNESSETH

THAT WHEREAS, in accordance with law, the County has caused contract documents to be prepared and an Advertisement calling for bids to be published for and in connection with Jackson County Project: **LITTLE BLUE TRACE TRAIL BRIDGE REPLACEMENT OVER WEST FIRE PRAIRIE CREEK** County Bid Number: 25-033, and

WHEREAS, the Contractor, in response to the Advertisement, has submitted to the County, in the manner and at the time specified, a sealed proposal in accordance with the terms of the Advertisement, and

WHEREAS, the County, in the manner prescribed by law, has opened, examined, and canvassed the Proposal submitted, and has determined the aforesaid Contractor to be the lowest and best bidder for the work and has duly awarded to the said Contractor, a contract therefor, for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this contract.

NOW THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties to these presents have agreed and hereby agree, the County for itself and its successors, and the Contractor for itself, himself, or themselves, and its, his, or their successors and assigns, and its, his, or their executors and administrators, as follows:

ARTICLE I. That the Contractor shall: (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good, substantial, and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as defined in the attached General Conditions, Special Conditions, and Technical Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the County's official award of this contract to the said Contractor, such award being based on the acceptance of the County of the Contractor's Proposal.

ARTICLE II. That the County shall pay to the Contractor for the performance of the work embraced in this contract, and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the contract) of

Six Hundred and Twenty-Five Thousand and Nine Hundred and Eight Dollars and Thirty-Seven Cents (\$625,908.37) for all work covered by and included in the contract award and designated in the foregoing Article I; payment thereof to be made in cash or its equivalent, in the manner provided in the General Conditions.

FILED

JAN 03 2026

MARY JO SPINO
COUNTY CLERK

CONTRACT AGREEMENT (cont.)

ARTICLE III. That the Contractor shall start work within ten (10) days following the date stipulated in a written order from the County to proceed with the work to be performed hereunder, and that the Contractor shall complete the work within the number of days, after the authorized starting date, stipulated in the attached Proposal.

ARTICLE IV. That the Contractor expressly warrants that they have employed no third person to solicit or obtain this contract in their behalf, or to cause or produce the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that they have not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith any brokerage, commission, or percentage upon the amount receivable by them here-under; and that they have not, in estimating the contract price demanded by them, included any sum by reason of any such brokerage, commission, or percentage, and that all monies payable to them hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. The contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the County and that the County may retain to its own use from any sums due or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The County agrees to pay the Contractor in the manner and in the amount provided in the said specifications and proposal.

CONTRACT AGREEMENT (cont.)

IN WITNESS WHEREOF, Jackson County, Missouri has caused by Resolution No. 22138
of December 18, 2025, these presents to be executed in its behalf by its duly
authorized agent, and the said Party of the Second Part (Contractor) has hereunto set its hand and seal.

Recommended by:

Michele Newman
Michele Newman
Director of Parks + Rec

12-18-25
Date

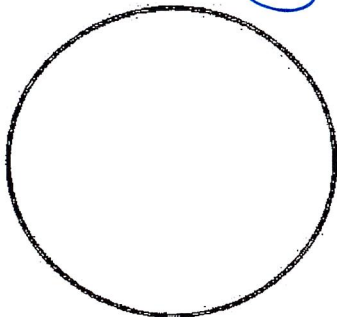
Phil A. Levota
Phil A. Levota
County Executive

12-19-25
Date

Approved to form this _____ day of _____, 2025.

Whit Shuf
County Counselor

Attest: Mary Spino
Clerk of the Legislature



Contractor
Seal (if applicable)

By: Catherine E. Philby
Second Party (Contractor)

Attest: Cindy Burkitts

REVENUE CERTIFICATE

There is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to provide for the obligation of \$625,909.00 is herein authorized.

11/7/2026
Date

Cheryl L. Colter
Director of Finance and Purchasing
Account No. 013 1608 58060

SCON-10001534 ML