

# *Hunt Road Bridge Replacement and Howell Road Bridge Repairs*

*County Project  
No. 3160*



*Bid No.  
PW 08-2018*

**JACKSON COUNTY, MISSOURI**

**Department of Public Works  
Engineering Division**

**303 W. Walnut**

**Independence, MO. 64050**

**AUGUST 7, 2018**



**DIRECTOR – BRIAN D. GADDIE, P.E.  
CHIEF ENGINEER – EARL NEWILL, P.E.  
PROJECT MANAGER – CHRIS JENKINS  
PLANS AND SPECIFICATIONS PREPARED BY – CHRIS JENKINS  
TELEPHONE – (816) 881-4429**

**FILED**  
JAN 10 2019  
MARY JO SPINO  
COUNTY CLERK

## CONTRACT AGREEMENT

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

Boone Construction Co.

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

### WITNESSETH

THAT WHEREAS, in accordance with law, the Owner has caused contract documents to be prepared and an Advertisement calling for bids to be published for and in connection with Jackson County Project: *Hunt Road Bridge Replacement & Howell Road Bridge Repairs, County Project Number 3160* and

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

WHEREAS, the Owner, 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 Owner 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, (exclusive of Fly-Ash) 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 Provisions, 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 Owner's official award of this contract to the said Contractor, such award being based on the acceptance of the Owner of the Contractor's Proposal.

ARTICLE II. That the Owner 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

Four hundred fifty-eight thousand two hundred fifty-one dollars and 00 cents  
(\$458,251.00)

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..

ARTICLE III. That the Contractor shall start work within ten (10) days following the date stipulated in a written order from the Owner 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 he has employed no third person to solicit or obtain this contract in his 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 he has 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 him here-under; and that he has not, in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission, or percentage, and that all monies payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner and that the Owner 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 Owner agrees to pay the Contractor in the manner and in the amount provided in the said specifications and proposal.

CONTRACT AGREEMENT (continued)

IN WITNESS WHEREOF, Jackson County, Missouri has caused by Resolution No. 20050  
of November 27, 2018, these presents to be executed in its behalf by its duly authorized agent, and  
the said Party of the Second Part has hereunto set its hand and seal.

Recommended by:

  
\_\_\_\_\_  
Brian D. Gaddie, P.E.  
Director of Public Works

12-19-18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Frank White, Jr.  
County Executive

1-10-19  
\_\_\_\_\_  
Date

Approved to form this 10<sup>th</sup> day of January, 2019

  
\_\_\_\_\_  
Gary D. Haden  
County Counselor

Attest: Mary Jo Spino by AAK  
Clerk of the Legislature

By:   
\_\_\_\_\_  
Second Party

Attest: Brian D. Gaddie  
\_\_\_\_\_  
Brian D. Gaddie

**REVENUE CERTIFICATE**

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$ 458,251.00, which is hereby authorized.

  
 \_\_\_\_\_  
 Manager, Division of Finance  
 Chief Administrative Officer

ACCOUNT NUMBER(S) TO BE CHARGED:

Department	Account Number	Amount
	004-1507-58040	

FMS CONTRACT NUMBER ASSIGNED TO THIS CONTRACT: 15072018004

**NOTICE TO CONTRACTORS**

Under the laws of the State of Missouri, any changes made in this contract must be made in writing, approved of record by the County Legislature, Certified by the Manager, Division of Finance, and all made a matter of record before the County is liable therefore.

Manager, Division of Finance  
 Jackson County, Missouri