

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

_____ ,
a _____ 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 **Invitation to Bid No. 24-037** for Jackson County Project: ***Construction Services for the Buckner Tarsney Road Bridge Replacement Over Fire Prairie Creek, JCPW Project No. 3228***, and

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

WHEREAS, the Owner, in the manner prescribed by law, has opened, examined, and canvassed the Bid 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 Bid, 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, or themselves, and its, or their successors and assigns, and its, 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 professional manner and in accordance with the requirements, stipulations, provisions, and conditions of the Contract Documents as defined, which are incorporated herein by reference as if fully set forth. The Contract Documents consist of all the of the following:

1. This Agreement
2. Performance Bond (together with power of attorney)
3. Introduction
4. Question Procedure
5. Bidding Requirements
6. Award Requirements
7. Specifications
8. Attachments
9. Required Submittal with your Bid
10. Purchasing Information – Attachment C
 - a. General Terms and Conditions
 - b. Certificate of Compliance Notice
 - c. Insurance Requirements
 - d. State of Missouri Wage Determinations
11. Purchasing Forms – Attachment D
 - a. Affidavit
 - b. Acknowledgement of Addenda

CONTRACT AGREEMENT (cont.)

- c. Exhibit F Bidder's Exceptions to Specifications of Invitation to Bid
 - d. MBE/WBE/VBE Participation Affidavit
 - e. Responsible Bidder Affidavit
 - f. Excel Spreadsheet Bid Form – Attachment B
12. Public Works Information
- a. Engineers Plan Sheets for Buckner Tarsney Road Bridge Replacement from Olsson - Attachment A
 - b. Registered Truck Driver Ordinance – Attachment G
 - c. Geotechnical Report by Olsson – Attachment H
 - d. U.S. Army Corps of Engineers – KC District 404 and Nationwide Permit – Attachment I
13. Proposed Work
14. Local Conditions Affecting Work
15. Equipment Questionnaire
16. List of Contracts on Hand
17. Liquidated Damages
18. Safety Training
19. OSHA Ten Hour and 30 Hour Training Requirements
20. Performance and Payment Bond
21. Maintenance Bond
22. Bid Evaluation
23. Project Award
24. Public Works Forms – Attachment F
- a. Substitution Request
 - b. Equipment Questionnaire
 - c. List of Contracts on Hand
 - d. Annual Worker Eligibility Verification Affidavit
 - e. List of Intended Subcontractors
 - f. OSHA Certifications Affidavit
 - g. Sample Contract Agreement
25. Public Works General Conditions – Attachment E
26. Public Works Special Conditions – Attachment E
27. Public Works Technical Specifications – Attachment E

As included in the bid documents said documents forming the Contract Agreement 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 Bid.

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

_____ (\$_____)

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.

CONTRACT AGREEMENT (cont.)

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. Contractor 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 Bid.

CONTRACT AGREEMENT (cont.)

IN WITNESS WHEREOF, Jackson County, Missouri has caused by Resolution No. _____

of _____, 2024, 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 Gaddie, P.E.
Director of Public Works

Date

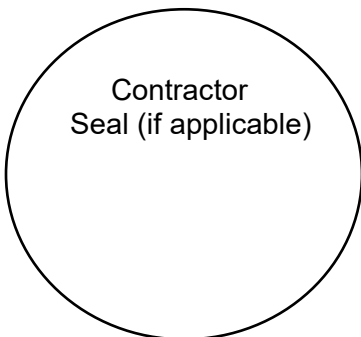
Frank White, Jr.
County Executive

Date

Approved to form this _____ day of _____, 2024.

County Counselor

Attest: _____
Clerk of the Legislature



By: _____
Second Party (Contractor)

Attest: _____