

A Contract between Jackson County Missouri ("County") and the Contractor ("Contractor"), collectively referred to as the "parties". The term "offer" as used herein refers to Contractor's offer made in response to this Bid Number. The parties agree as follows in consideration of the mutual covenants contained herein.

this Contract consists of: (1) Contractor's offer, including all papers which Contractor submitted with or expressly incorporated in its offer as a part thereof, to the extent the terms of such offer were expressly or impliedly accepted by the County, or were modified in writing with the express or implied consent of the parties; (2) written modification to this Contract signed by the County's Purchasing Officer and Contractor. This Contract represents the entire agreement between the parties in regard to this Bid Number. All modifications to this Contract must be in writing and signed by the County's Purchasing Officer.

The laws of the State of Missouri and Jackson County, Missouri, in and by this Contract. This Contract shall be binding upon and to the benefit of the successors and assigns of the County. The County shall not assign this Contract to any person payable in order within 10 days of the completion of the Contract. There is an independent contractor of the County and shall release the County from any and all claims, damages, losses, and expenses which the County incurs to the extent that such results proximately from the negligence or willful acts of the employee, agent or subcontractor.

In regard to any terms which are included in the sale agreement or in the bill of lading made by the party to whom the goods are sold, it is agreed that such terms shall be subject to the provisions provided in Article Two of the Uniform Commercial Code of the State of New York, and to the extent that they apply by the terms thereof.

The County gives each of its employees an employee photograph. The County will not pay for any goods and/or services in connection with the time of delivery the authorized receiving authority.

The County reserves the right to terminate this contract for any reason upon a least 30 days written notice to Contractor.

The Parties may mutually extend this Contract annually or for a shorter period, from the last day of the original term provided no written notice is sent to the other Party at least 30 days prior to the expiration date and no conditions in the specification of the work, standards or in losses are provided for in said period of extension or the original term has been approved by the Parties in writing.

[illegible]

Contractor warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in, or receive any benefit from the proposed purchase as or for its own account. If the County awarded this contract, would the contractor deal with the process and the products and services of any Municipal, County, Public Utility, Hospital, or Educational Institution having dealings with the County Council on Public Purchasing and located within the designated San Geronimo City Metropolitan Area? (All deliveries are to be by U.S. Post office and there shall be no delivery to the County Council on Public Purchasing).

(Check only) Yes ☒ No ☐ Initials nr . Contract or Job # 21111111
ALL PAGES OF THIS INVITATION TO BID ARE EXPRESSLY MADE A PART OF THIS CONTRACT. 5 Page of vendor as
indicated below MUST BE SUBMITTED before contract can be awarded: 8
COMPANY NAME: N. W. Rogers Construction, Inc. PHONE # 5700

ADDRESS P. O. Box 250, Blue Springs, MO 64013 FAX NO. 816 2

NAME OF WITNESS AGENT (PRINT) Nancy Rogers DATE: 11/1/68

SIGNATURE OF AUTHORIZED AGENT: Kenny / Koenig TITLE: Secretary and

44-1610527

[illegible]

W. H. R. 1000

naar Teus

2000-01-01 11:55:00 39

SIGNATURE OF: THOMAS THOMAS Mark W 11/22/17
