

R 19642

Jackson County Missouri Invitation to Bid No. 51-17  
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A TERM AND SUPPLY CONTRACT for General Contracting Services for use by Various County Departments.

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 shall be binding when it is signed by the County's Purchasing Officer and shall run from such date until the end of the 24th consecutive month from the month during which it first took effect unless it is sooner terminated in accord herewith.

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

The laws of the State of Missouri and Jackson County shall govern this Contract. This Contract shall be binding upon and to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. The County will not pay for any goods and/or services furnished by the Contractor or its subcontractors unless payment is made to the County and shall indemnify the Contractor against all claims by third parties arising out of the conduct of the Contractor or its subcontractors.

In regard to any goods which are included in the sale hereunder, the warranties provided for the same in Article Two of the Uniform Commercial Code of the State of Missouri shall apply.

The County gives each of its employees an employee identification card. The Contractor shall not pay for any goods and/or services furnished by the Contractor or its subcontractors unless payment is made to the County and shall indemnify the Contractor against all claims by third parties arising out of the conduct of the Contractor or its subcontractors.

The County reserves the right to terminate this Contract for any reason for a period of at least 30 days.

The parties may mutually extend this Contract annually for one year at a time for a period of time not exceeding 36 months, subject to the provisions of this Contract. The County will not pay for any goods and/or services furnished by the Contractor or its subcontractors unless payment is made to the County and shall indemnify the Contractor against all claims by third parties arising out of the conduct of the Contractor or its subcontractors.

The County will pay to Contractor the applicable price of the supplies and labor for services whose purchase will be ordered by the County's Purchasing Officer and/or a member of the County Board of Directors. The County will make good to the Contractor for amounts which have been paid to the Contractor before delivery to the County of supplies and labor which have not been paid to the Contractor because payment has been received from the County. The County will not pay for any goods and/or services furnished by the Contractor or its subcontractors unless payment is made to the County and shall indemnify the Contractor against all claims by third parties arising out of the conduct of the Contractor or its subcontractors.

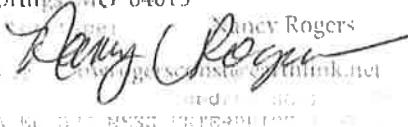
Contractor warrants that no officer or employee of the County, whether elected or appointed whatsoever be interested in or receive any benefit from the business or interests of the County or the County awarded this Contract, would the Contractor be employed by any Municipal, County, Public or Private Hospital, or Educational Institution being members of the County Purchasing and Purchasing Council, or located within the County of Jackson, Missouri, or any other entity which may result in the County being liable to its officers or employees.

Contractor Yes  No  initials  or name of agent or representative of the Contractor. All pages of this invitation to bid are expressly made a part of this contract. The Contractor's name and address must be submitted before contract can be awarded.

CONTRACTOR'S NAME: N.W. Rogers Construction, Inc.

ADDRESS: P.O. Box 250, Blue Springs, MO 64013

NAME OF AUTHORIZED AGENT: Nancy Rogers

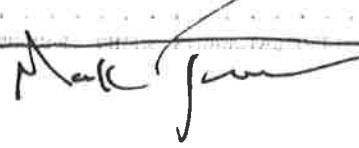
SEAL/STAMP OF AUTHORIZED AGENT: 

EMAIL ADDRESS OF AUTHORIZED AGENT: nancyrogersconstruction.net

FEDERAL ID NO.: 43-1610527

CDL # (if applicable):

WEBSITE ADDRESS: <http://www.nwrogersconstruction.net>

JACKSON COUNTY MISSOURI BY 

SIGNATURES ON THE REVERSE SIDE

Mark True

1/22/17