

## CONTRACT AGREEMENT

**THIS CONTRACT** (the “**Contract**”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by and between the **CITY OF JACKSON, MISSOURI**, Owner of the Project, hereinafter referred to as “**City**”, and **FRONABARGER CONCRETERS, INC** hereinafter referred to as “**Contractor**,” in connection with that work or improvement known as the Street Hockey Rink Concrete Project.

**WHEREAS**, the City has selected the aforesaid Contractor for the Project and by Ordinance No. \_\_\_\_\_ has awarded the Contractor the Contract for the amounts named in the proposal/bid from the Contractor dated November 12, 2024, a copy of which is incorporated herein.

**NOW, THEREFORE**, the parties agree as follows:

- A. The Contract Documents for the Project include the Bid specifications are incorporated herein and shall describe this Project. Nothing herein shall modify said Contract Documents. The Contract Documents may also consist of such special provisions, addendums, appendices, plans, and specifications as may be necessary for the Project.
- B. The Contractor shall perform the Work in compliance with the Contract Documents that may also consist of such special provisions, addendums, appendices, plans, and specifications as may be necessary for the Project.
- C. The Contractor shall supply all labor, materials, equipment, and supervision necessary to complete all of the Work as described in the Contract Documents.
- D. The Work shall be commenced and completed according to the Project schedule, subject to such extensions and modifications as are made pursuant to the Contract Documents.
- E. The City shall pay the Contractor for performance of the Work, subject to additions and deductions as provided in the Contract Documents, the Contract Price of

\$74,100.00  
(figures)

Seventy-four thousand, one-hundred dollars  
(words)

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more fully described in the Contract Documents. All provisions regarding retention, security in lieu of retention, and liquidated damages are fully set forth in the Contract Documents.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals the day and year first above written.

CITY:

City of Jackson, Missouri

\_\_\_\_\_  
Dwain Hahs, Mayor

ATTEST:

\_\_\_\_\_  
Angela Birk, City Clerk

Address:

CONTRACTOR:

Fronabarger Concreters, Inc.

Contractor Name

*David McManis*

Signature

DAVID McManis

Printed Name

PRESIDENT

Title

ATTEST:

*Kelly Tucker*

Signature

KELLY TUCKER

Printed Name

SECRETARY

Title

Address:

3290 St. Hwy E

Oak Ridge, MO 63769

**CITY OF JACKSON, MISSOURI  
STREET HOCKEY RINK CONCRETE PROJECT  
SPECIFICATIONS & PROPOSAL DOCUMENTS**

These Specifications are included in and are a part of the Proposal Documents for this project.

**PURPOSE AND SCOPE OF WORK** The purpose of this project is to install a concrete pad for street hockey in the City Park. The Contractor shall furnish all labor, equipment, fuel, transportation, and materials necessary to fulfill the terms of the contract.

**PROJECT LOCATION:** Symphony Drive, Jackson City Park

**MATERIAL SPECIFICATIONS:**

Work includes labor, equipment and material to complete the items listed below:

- 150' x 65' concrete pad; smooth finish
- Grading to include 1% slope
- 4" Compacted Aggregate Base
- 4" Portland Composite Cement w/ 6 gauge Welded Wire Fabric
- Backfill, Seed & Mulch

**WORK DAYS/TIMES:** All work shall be performed during the work week of Monday through Friday from 7:00 a.m. through 6:00 p.m. The Contractor shall schedule work as to avoid conflicts with scheduled tennis practices and competitions.

**NOT-TO-EXCEED CONTRACT PRICE:** The Contractor shall furnish all labor, equipment, and materials for the Project and to perform all related work as provided for and in accordance with the specifications and proposal documents for a cost-not-to-exceed price as indicated on the proposal sheet. The total compensation to be paid to the Contractor for the performance of the work is a maximum amount and may be reduced during the course of performance of the work based upon a reduced scope of work, subject to the approval of the Parks & Recreation Director.

**NO GUARANTEE OF WORK:** Any award of a proposal shall not obligate the City in any way to use any of the services listed herein or to use the Contractor for any certain period of time. In addition, the City shall not be liable for damages to the Contractor in the event that the City does not use any services proposed herein.

**REQUIRED INSURANCE:** Successful Contractor must furnish proof of public liability, property damage, and workmen's compensation insurance. Minimum amounts for public liability and property damage shall be \$1,000,000 per occurrence and \$2,000,000 aggregate. Insufficient or lapsed insurance coverage at any time will be good cause for termination of this agreement, at which time the contract may be awarded to the next lowest bidder.

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City of Jackson, its officers, agents, volunteers, lessees, invitees, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys'

fees, court costs, or alternative dispute resolution costs arising out of, or related to services provided under this agreement involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses are caused by the negligence or other wrongdoing of Contractor its officers, agents and volunteers, or anyone directly or indirectly employed or hired by the Contractor or anyone for whose acts the Contractor may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees.

All coverage shall be on an "occurrence" basis and not "claims made." An endorsement on the required form supplied by the Owner naming the Owner as an additional insured shall also be required.

No provision of this agreement shall constitute a waiver of the City of Jackson's right to assert a defense based on sovereign immunity, official immunity, or any other immunity available under law.

**TERMINATION:** The City reserves the right to terminate work with the Contractor at any time for any reason.

**COMPLETION DATE:** The Contractor shall complete all work within 120 days of contract award, unless otherwise agreed to in writing by both Contractor and City.

**PAYMENT:** Payment shall be made in one (1) lump sum following the completion of the Project.

**PERMITS AND LICENSES:** The Contractor shall, at his own cost, secure all permits and licenses required by City Code and State Statute and give all notices necessary and incidental to lawful prosecution of the work.

**LAWS TO BE OBSERVED:** The Contractor shall at all times observe and comply with all Federal and State Law and regulations and all shall comply with all orders and decrees which exist at the present or which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work and no plea of misunderstanding or ignorance will be considered.

**BID SHEET:** The Contractor must prepare and submit a completed Bid Sheet. By signing, the Contractor acknowledges the agreement with the general specifications, conditions, and contract requirements.

**CONTRACTOR'S UNDERSTANDING:** It is understood and agreed that the Contractor has, by careful examination, satisfied themselves as to the nature and location of the work, the confirmation of the ground, the character, quality, and quantities of the work necessary, the character of the equipment and facilities needed for the execution of work, the general and local conditions, and all other matters which can in any way affect the work under this contract.

**PROTECTION OF WORK AND PROPERTY:** The Contractor shall provide appropriate traffic control devices when working within any street right of way. Reasonable care shall be taken when working in the vicinity of people, vehicles, buildings, and property.

**QUALIFICATIONS:** To ensure a high-quality level of operations during this project, Contractors must demonstrate minimum experience and qualifications. Upon request, Bidders must provide evidence of experience in successfully operating and managing this type of business.

#### **OCCUPATION SAFETY AND HEALTH ADMINISTRATION (OSHA) TRAINING**

In accordance with Section 292.675 of the Revised Statutes of Missouri, Contractors and Subcontractors who agree to provide Work under this Contract must provide a ten-hour OSHA construction safety program or other similar program approved by the Department of Labor and Industrial Relations of the State of Missouri to be completed by their on-site employees within 60 days of beginning Work under this Contract. Documentation of compliance with this provision shall be provided to the Owner within 65 days of beginning Work under this Contract.

#### **VERIFICATION OF EMPLOYMENT ELIGIBILITY**

Notice is hereby given that Section 285.530 of the Revised Statutes of Missouri requires that no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Any business entity providing work under any contract in excess of \$5,000.00 shall participate in a federal work authorization program (such as E-Verify) and shall provide documentation of such participation to the Owner.

#### **LAW AND VENUE**

This Contract shall be governed by the laws of the State of Missouri and the venue for any dispute between the parties shall be in the Circuit Court of Cape Girardeau County, Missouri.

#### **ASSIGNS AND SUCCESSORS**

The terms, covenants, and conditions of this Contract shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the respective parties to this Contract.

#### **SUBLET**

No portion of the work covered by this Contract except as provided herein shall be sublet or transferred without written consent of the City. The subletting of the work shall in no way relieve the Contractor of its primary responsibility of the quality and performance of the work. The Contractor will give personal attention to the faithful prosecution of the work and will keep all aspects of the work under Contractor control.

#### **EXHIBITS**

All exhibits attached to the Contract are incorporated herein as if fully set forth.

#### **ENTIRE AGREEMENT**

The Contract contains the entire Agreement between the parties and supersedes all prior or contemporaneous written or oral communications. This Contract may be changed or terminated only by an instrument in writing signed by the party against whom enforcement of such change or

termination is sought. No breach of any agreement, warranty, or representation shall be deemed waived unless expressly waived in writing by the party who asserts such breach.

## EXHIBIT INDEX

EXHIBIT A – Jackson City Park Street Hockey Rink Map



**EXHIBIT A**



Jackson City Park Street Hockey Rink  
Symphony Drive