

CONTRACT

THIS AGREEMENT, made this _____ day of _____, 2024, by and between

The City of Jackson, MO

(Corporate Name and Owner)

Herein through its _____ Mayor _____, and
(Title of Authorized Official)

Fronabarger Concreters, Incorporated,

~~STRIKE OUT~~ (a corporation) ~~(a partnership)~~

~~INAPPLICABLE*~~ (an individual doing business as _____) of

2390 State Highway 'E', _____, County of Cape Girardeau, and State of
Missouri, Hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

Furnishing all labor and materials for the construction of Municipal Infrastructure, including earthwork, storm and sanitary sewers, potable waterlines, roadway paving, and related improvements for the North Jackson Industrial Park, as indicated on the plans and specifications thereof, with all work to be completed in a total of 180 calendar days or less from the date of Notice to Proceed.

Hereinafter called the project, for the sum of Six Hundred Sixty-eight Thousand, Four hundred Fifteen and 00/100 Dollars (\$ \$668,415.00) and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions, and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by Koehler Engineering and Land Surveying, Inc., herein entitled the Engineer, all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 180 consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$ 750.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 15 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Paragraph 19, "Payments to Contractor, " of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in six (6) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

ATTEST: _____
THE CITY OF JACKSON, MISSOURI
(Owner)

MS. ANGELA BIRK, CITY CLERK By _____
HON. DWAIN HAHS, MAYOR

(Witness)

SEAL

FRONABARGER CONCRETERS, INC.
(Contractor)

MS. KELLY TUCKER, (Secretary) By _____
MR. DAVID McMULLIN, PRES.

(Witness)

3290 STATE HIGHWAY 'E', OAK RIDGE, MO 63769
(Address and ZIP Code)

Note: Secretary of the Owner should attest. If Contractor is a corporation, Secretary should attest.

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, Curtis O. Poore, the duly authorized and acting legal representative of City of Jackson, Missouri, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

(Signature)

(Date)