

CONTRACT AGREEMENT

THIS CONTRACT (the “**Contract**”) is entered into this 20th day of June, 2023, by and between the **CITY OF JACKSON, MISSOURI**, Owner of the Project, hereinafter referred to as “**City**”, and **HERZOG EXCAVATING & DEMOLITION, LLC**, hereinafter referred to as “**Contractor**,” in connection with that work or improvement known as the **DISPOSAL OF STOCKPILED BRUSH PROGRAM** to be constructed for the City located at the Jackson North Industrial Park.

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 bid form from the Contractor dated May 30, 2023, a copy of which is incorporated herein.

NOW, THEREFORE, the parties agree as follows:

- A. The Contract Documents for the Project are incorporated herein and shall describe this Project and 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 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 **\$28,600.00**, 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

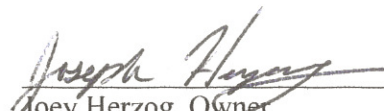
ATTEST:

Liza Walker, City Clerk

Address:
101 Court Street
Jackson, Missouri 63755

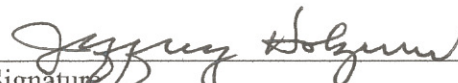
CONTRACTOR:

**HERZOG EXCAVATING &
DEMOLITION, LLC**



Joey Herzog, Owner

ATTEST:



Signature



Printed Name



Title

Address:
24 Green Meadows Ln.
Perryville, Missouri 63775

BID FORM

1. Bid Recipient

This Bid is submitted to:

Office of the City Clerk
City Hall – City of Jackson
101 Court Street
Jackson, Missouri 63755

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2. Bidder's Acknowledgements

By signing and submitting a Bid Form, the Bidder acknowledges that Bidder understands and accepts all the terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that the Bidder may agree to in writing upon request of Owner.

3. Bidder's Representations

In submitting this Bid, Bidder represents that:

- a. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges the receipt of the following Addenda, if any (if no Addenda are issued, mark "N/A"):

Addendum No.	Addendum, Date
N/A	N/A

- b. Bidder has become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- c. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- d. Bidder has carefully studied all Supplementary Conditions of the Bidding Documents and is aware of any special, uncommon, or any requirements beyond the general requirements and description of the Work.
- e. Bidder has considered the information known to Bidder itself information commonly known to contractors doing business in the locality of the Site and the Bidding Documents with respect to the

effect of such information, observations, and documents on the cost, progress, and performance of the Work, the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, and Bidder's safety precautions and programs.

- f. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- g. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- h. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Owner is acceptable to Bidder.
- i. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- j. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

4. Bidder's Representations

By submitting this Bid Form, Bidder certifies that:

- a. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- b. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- c. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- d. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - ii. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - iii. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and,

- iv. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

5. Quantity Estimate

The quantity estimates stated in the specifications were derived using reasonable assumptions. These quantities are shown and furnished for the information of the bidder and for comparison of bids. No guarantee is made or implied regarding the accuracy of the bid items. The Contractor may not exceed estimate of quantities and expect payment unless overage is authorized in writing by the Owner.

6. Basis of Bid

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID ITEM

A lump sum price for furnishing all labor, equipment, materials, tools, and other incidental items for the disposal of stockpiled brush, leaves, and grass yard trimmings located at a single location within the City of Jackson.

\$ 24,800.⁰⁰
(figures)

Twenty-Four Thousand, Eight Hundred Dollars and ⁰⁰/₁₀₀
(words)

ALTERNATE BID ITEM

A lump sum price for furnishing all labor, equipment, materials, tools, and other incidental items for the disposal of end-of-service-life utility poles located at a single location within the City of Jackson.

\$ 3,800.⁰⁰
(figures)

Three Thousand Eight Hundred Dollars and ⁰⁰/₁₀₀
(words)

Bidder acknowledges that Bid Prices include an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item.

7. List of Major Subcontractors

No Subcontractors are allowed for this project.

8. Time of Completion

Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates within the number of calendar days indicated in the Agreement. Bidder accepts the provision of the Agreement as to liquidated damages.

9. Bid Submittal Agreement

Bidder: Herzog Excavating and Demolition LLC

By: Joseph Herzog
(signature)

Attest: _____
(signature)

Joseph Herzog
(print)

(print)

Owner
(title)

(title)

Note: If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.

Address for giving notices to Bidder:

24 Green Meadows Ln.
Perryville, Mo 63775

Phone: 573-768-1348

Email: herzogexcavatingdemolition@gmail.com

Contact: Joey Herzog (owner)

Bidder's License No.: 10823
(if applicable)