

SECTION IV - CONTRACT AGREEMENT

THIS CONTRACT (the “Contract”) is entered into this

_____ day of _____, 2025,

by and between the **CITY OF JACKSON, MISSOURI**, Owner of the Project, hereinafter referred to as “City”, and

LAPPE CEMENT FINISHING, INC

hereinafter referred to as “Contractor,” in connection with that work or improvement known as

2025 Concrete Pavement Improvement Program

to be constructed for the City located at: Various Locations.

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 July 8, 2025, 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.
- 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

_____ \$348,420.56

(figures)

_____ *Three hundred forty-eight thousand four hundred twenty dollars & 56 cents*

(words)

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:
101 Court Street
Jackson, Missouri 63755

CONTRACTOR:

Contractor Name

Signature

Printed Name

Title

ATTEST:

Signature

Printed Name

Title

Address:

SECTION II - BID FORM

1. Bid Recipient

Sealed bids will be received by the Office of the City Clerk until

10 A.M. Local Time on Tuesday, July 8, 2025,

at which time and place they will be publicly opened and read aloud. No bids will be accepted after this time, and no electronic or facsimile submittals will be accepted.

This Bid shall be submitted to:

The Office of the City Clerk
Attn: 2024 Concrete Pavement Improvement Program
City Hall – 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 Contract Documents to perform all Work specified or indicated in the Contract Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. Bidder's Acknowledgements

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. 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:

1. Bidder has examined and carefully studied the Bid Documents, and any data and reference items identified in the Bid Documents, and hereby acknowledges the receipt of the following Addenda:

Addendum No.	Addendum, Date
<u>#1</u>	<u>June 16th, 2025</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

2. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
5. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bid Documents; and any Site-related reports and drawings identified in the Bid 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.
6. 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 Bid Documents.
7. 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 Bid Documents.
8. Bidder has given Project Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bid Documents, and confirms that the written resolution thereof by project Manager is acceptable to Bidder.
9. The Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
10. 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 Bid Documents.

4. Bidder's Certification

Bidder certifies that:

1. 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;
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
3. Bidder has not solicited or induced any individual or entity to refrain from Bid; and

4. 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 Bid process;
 - ii. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the Bid 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 Bid process or affect the execution of the Contract.

5. Basis of Bid

Bidder will complete the Work in accordance with the Contract Documents for the following price(s): Bidder acknowledges that each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item and that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids. Final payment for all unit price Bid items will be based on actual quantities determined as provided in the Contract Documents.

6. 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.

7. Bid Security

A Bid Security in the form of a bid bond, certified check, or cashier's check for an amount not less than five percent (5%) of the bid amount is required to be submitted with the bid. The company listed on the Bid Security must be the same as the company listed as "Bidder" in Section 9 of the Bid Form.

8. Attachments to this Bid

The following documents shall be submitted with, and made a condition of, this Bid:

- A. A Bid Security: a bid bond, certified check, or cashier's check for an amount not less than five percent (5%) of the bid amount. The company listed on the Bid Security must be the same as the company listed as "Bidder" in Section 9 of the Bid Form.

List of Proposed Major Subcontractors, if applicable.

9. Bid Submittal

Bidder: Lappe Cement Finishing, Inc.

By: Randy J. Lappe
(signature)

Randy J. Lappe
(print)

President
(title)

Attest: Jan H. Mezo
(signature)

Jan H. Mezo
(print)

Secretary
(title)

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

Date of Bid Submittal: July 8th, 2025

Address for giving notices:

2710 County Road 413

Friedheim, MO 63747

Phone: (573) 547-5713

Email: lappecement@ccilink.net

Contact: Randy Lappe

Bidder's License No.: _____

BID PROPOSAL

2025 Concrete Pavement Program

Submitted By:

Lappe Cement Finishing, Inc.

BASE PROPOSAL

ITEM	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE
101	Concrete Panels	2649.13	SY	100.00	264,913.00
102	Concrete Panels – high early	746.72	SY	104.00	77,658.88
103	Conc. ADA Sidewalk (As Needed)	----	SY	86.00	-----
104	Conc. Curb & Gutter (As Needed)	----	LF	50.00	-----
105	Add. Subgrade Material (As Needed)	-----	CY	50.00	-----

TOTAL BID PRICE: \$342,571.88

(figures)

Three hundred forty-two thousand, five hundred seventy-one dollars + 88/100
(words)

ALTERNATE #1

ITEM	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE
201	Concrete Panels – high early	62.22	SY	94.00	5,848.68

TOTAL ALTERNATE PRICE: \$5,848.68

(figures)

Five thousand eight hundred forty-eight dollars + 68/100
(words)

10. List of Major Subcontractors

The names of major Subcontractors to be used for this Work shall be entered in the spaces provided below. Upon award of a contract, the named Subcontractors shall be used, without exception, other than as defined in these Bid Documents.

Any substitution of named Subcontractors shall be subject to concurrence of the Owner and shall be confirmed by Change Order. Failure to furnish all information requested in this listing may be cause for Bid rejection.

	Area of Work	Name of Subcontractor (state "None" if Bidder will complete work)
1.		"None"
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

(if applicable)

Bid Bond

Any reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name and Address of Principal Place of Business)*:

OWNER *(Name and Address)*:

BID

Description *(Project Name – Include Location)*:

BOND

Bond Number:

Date:

Penal Sum: _____ \$ _____
(words) (figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

By:

Signature

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Attest:

Signature

Signature

Title

Title

Note: Addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint ventures, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - a. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - b. All Bids are rejected by Owner, or
 - c. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.
12. Modifications to this Bond:
 - a. SRF/Title 31 U.S.C Sec. 9304-9308 required statement: IMPORTANT-Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



UNITED FIRE & CASUALTY COMPANY

118 Second Avenue SE, PO Box 73909
Cedar Rapids, Iowa 52407-3909 319-399-5700
(A Stock Company)

BID BOND

KNOW ALL BY THESE PRESENTS, that we

LAPPE CEMENT FINISHING, INC.

2710 COUNTY ROAD 413, FRIEDHEIM, MO 637477468

as Principal, hereinafter called the Principal, and the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized under the laws of the State of IOWA, as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Jackson

101 Court S, Jackson, MO 63755

as Obligee, hereinafter called the Obligee, in the sum of Five and 00/100 Percent of the Bid Amount

Dollars (\$ 5%), for the payment of which sum well and truly to be made, the said principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

2025 Concrete Pavement Improvement Program

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 23rd day of June, 20 25.

LAPPE CEMENT FINISHING, INC.

By [Signature] (Seal)

(PRINCIPAL)

President

(TITLE)

UNITED FIRE & CASUALTY COMPANY

(SURETY)

By [Signature]

(ATTORNEY-IN-FACT)



[Signature: Melissa L. Hoyden]
(WITNESS)

[Signature]
(WITNESS)



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA Bond No.:
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX Obligor:
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA City of Jackson 101 Court S, Jackson, MO 63755
CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

UNITED FIRE GROUP FIDELITY & SURETY
 RACHEL NASH, JULIA NELSON, TERINA DILLAHAY, NATASHA UHL, RACHEL EMMENDORFER, EACH INDIVIDUALLY
UNITED FIRE GROUP FIDELITY & SURETY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$20,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed. The Authority hereby granted shall expire October 19th, 2025, unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 20th day of June, 2025.



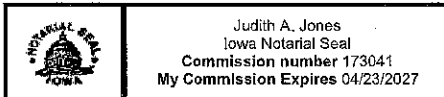
UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*

Vice President

State of Iowa, County of Linn, ss:

On this 20th day of June, 2025 before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say, that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal, that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones

Notary Public
 My commission expires: 04/23/2027

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations. this 23rd day of June, 2025.



By: *Mary A. Bertsch*

Assistant Secretary,
 UF&C, UF&I & FPIC

BPOA0053 1217

Inquiries: Surety Department 118 Second Ave SE Cedar Rapids, IA 52401



County Road 413 • Friedheim, MO 63747

571-547-5715

Received by:
Julie D. Hagan
07/18/2025
8:03 AM

Bid Enclosed :

- City of Jackson
- 2025 Annual Concrete Pavement Improvement Program

July 18th 2025

Julie D. Hagan (M)