

## SECTION IV - CONTRACT AGREEMENT

THIS CONTRACT (the "Contract") is entered into this 6th day of May, 2024,

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

Putz Construction, LLC

hereinafter referred to as "**Contractor**," in connection with that work or improvement known as

2024 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 April 9, 2024, 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

\$ 253,899.27  
*(figures)*

Two hundred fifty-three thousand eight hundred ninety-nine and twenty-seven 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:

Putz Construction LLC  
Contractor Name

Michael Putz  
Signature

Michael Putz  
Printed Name

Owner  
Title

ATTEST:

Roni Putz  
Signature

Roni Putz  
Printed Name

Office Manager  
Title

Address:

9257 State Hwy 72  
Millersville, MO 63766

**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, April 9, 2023,**

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
_____	_____
_____	_____
_____	_____

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**


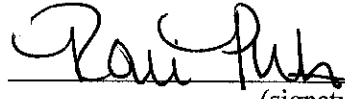
The following documents shall be submitted with, and made a condition of, this Bid:

- 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: Putz Construction, LLC

By:  (signature)      Attest:  (signature)

Michael Putz  
(print)

Roni Putz  
(print)

Owner  
(title)

Office Manager  
(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: 4/9/2024

Address for giving notices:

9257 State Hwy 72

Millersville MO, 63766

Phone: 573-243-6164

Email: putzconstruction@putzcon.com

Contact: Michael Putz

Bidder's License No.: 6301

## BID PROPOSAL

2024 Concrete Pavement Program

Submitted By:

Putz Construction, LLC

**BASE PROPOSAL**

ITEM	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE
101	Conc. Panels (0-15 SY) (Pink)	114.7	SY	\$138.00	\$15,828.60
101H	Conc. Panels High Early (0-15 SY) (Pink/Wht)	48.73	SY	\$142.00	\$6,919.66
102	Conc. Panels (15-30 SY) (Blue)	351.43	SY	\$108.00	\$37,954.44
102H	Conc. Panels High Early (15-30 SY) (Blue/Wht)	167.42	SY	\$120.00	\$20,090.40
103	Conc. Panels (30-45 SY) (Green)	272.16	SY	\$94.00	\$25,583.04
103H	Conc. Panels High Early (30-45 SY) (Green/Wht)	110.08	SY	\$110.00	\$12,108.80
104	Conc. Panels (45-60 SY) (Purple)	269.41	SY	\$78.50	\$21,148.69
104H	Conc. Panels High Early (45-60 SY) (Purple/Wht)	----	SY	\$100.00	
105	Conc. Panels (60-90 SY) (Orange)	213.42	SY	\$75.00	\$16,006.50
105A	Conc. Panels High Early (60-90 SY) (Orange/Wht)	227.84	SY	\$79.50	\$18,113.28
106	Conc. Panels (90+ SY) (Red)	1009.32	SY	\$70.00	\$70,652.40
106A	Conc. Panels High Early (90+ SY) (Red/Wht)	----	SY	\$95.00	
107	Conc. ADA Sidewalk (As Needed)	----	SY	\$125.00	-----
108	Conc. Curb & Gutter (As Needed)	----	LF	\$70.00	-----
109	Add. Subgrade Material (As Needed)	----	CY	\$60.00	-----

**TOTAL BID PRICE:**

\$244,405.81

*(figures)*

Two hundred forty-four thousand, four hundred five dollars and eighty-one cents  
*(words)*

**BID ALTERNATE 1**

ITEM	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE
201	Conc. Panels (0-15 SY)(Pink)	12.22	SY	\$138.00	\$1,686.36
202	Conc. Panels (90+ SY) (Red)	111.53	SY	\$ 70.00	\$ 7,807.10

**TOTAL BID PRICE:**

\$ 9,493.46

(figures)

nine thousand, four hundred ninety-three dollars and forty-six  
(words) Cents



**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.	N/A	N/A
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

(if applicable)