

THIS AGREEMENT, made this 22nd day of December 2025, by and between CITY OF WILLARD, MISSOURI hereinafter called "OWNER" and JD WALLACE CONTRACTING, LLC doing business as a Limited Liability Company hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the MEADOWS REGIONALIZATION TRUNK SEWER.

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on the date as stipulated in the NOTICE TO PROCEED and will complete same within 180 consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The CONTRACTOR agrees to pay as liquidated damages to the OWNER the sum of \$500.00 each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of ONE MILLION ONE HUNDRED SIXTY THOUSAND THIRTY-THREE and 00/100 DOLLARS (\$1,160,033.00), or as shown in the BID Schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) Invitation\Advertisement to Bid
- (B) Instruction to Bidders
- (C) Bid
- (D) Bid Bond
- (E) Agreement Form
- (F) General Conditions of the Contract
- (G) Supplemental General Conditions
- (H) Payment Bond
- (I) Performance Bond
- (J) Notice of Award
- (K) Notice to Proceed
- (L) Drawings prepared by Allgeier, Martin and Associates, Inc., numbered 1 through 11 dated September 23, 2025.
- (M) Specifications prepared by Allgeier, Martin and Associates, Inc., dated September 23, 2025.
- (N) Addenda:
  - No. N/A, dated \_\_\_\_\_, 2025.
  - No. N/A, dated \_\_\_\_\_, 2025.

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in four (4) counterparts, each of which shall be deemed an original on the date first above written.

(SEAL)

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Please Type)

Title: City Clerk

(SEAL)

ATTEST:

By:  \_\_\_\_\_

Chris Burstall  
Name (Please Type)

Title: Project Manager

OWNER:

City of Willard, Missouri

By: \_\_\_\_\_

Name: Troy Smith  
(Please Type)

Title: Mayor

CONTRACTOR:

JD Wallace Contracting, LLC

By:  \_\_\_\_\_

Justin Wallace  
Name (Please Type)

Title: President