

CONTRACT AGREEMENT
2020 INTERSECTION IMPROVEMENTS DESIGN-BUILD

THIS AGREEMENT, made and entered into this 10 day of August, 2020, by and between the CITY OF INDEPENDENCE, MISSOURI, acting through the City Manager, thereunto duly authorized to do so, Party of the First Part and hereinafter called the Owner; and

Superior Bowen Asphalt Company, L.L.C, 520 West Pennway, Suite 300, Kansas City, MO 64108,

a corporation of the State of Missouri, Party of the Second Part hereinafter called the Contractor, WITNESSETH:

THAT WHEREAS the Owner selected the Contractor through a qualifications-based selection process for a design-build project; and,

Whereas the said Contractor, in response to such advertisement, has already completed a preliminary project design, including a Guaranteed Maximum Price proposal, a copy therefore being attached to and made part of this contract agreement.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the Parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for itself or themselves, or it's, or their successors and assigns, or it's or their executors and administrators, as follows:

ARTICLE 1. That the Contractor shall

- a. furnish all tools, equipment, supplies, insurance, superintendence, transportation and other construction accessories, services and facilities;
- b. furnish all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work;
- c. provide and perform the necessary labor and, in a good, substantial and workmanlike manner, in accordance with the Guaranteed Maximum Price proposal, which is attached hereto and made a part hereof;
- d. make payment of all wages in conformance with the official schedule of wage rates as determined by the Labor and Industrial Relations Commission of the Missouri Department of Labor and Industrial Relations, and in compliance with the Prevailing Wage Law of Missouri.

ARTICLE 2. That the Owner shall pay to the Contractor for the performance of the work

embraced in this contract, and the Contractor will accept as full compensation therefore, a sum (subject to change orders approved by the City Council) not to exceed Nine Hundred Twenty One Thousand Eight Hundred Fifteen Dollars (\$ 921,815) for all work covered by and included in the contract award and designated in the foregoing Article 1.

ARTICLE 3. Contractor will be required to furnish a Payment and Performance Bond to the Owner prior to the issuance of the Notice to Proceed. Each bond shall be executed on the form provided by the Owner to the Contractor, signed and sealed by a surety company authorized to do business in the State of Missouri, and acceptable as surety to the Owner. With each bond there shall be filed with the Owner one copy of the power-of-attorney certified to include the date of the bond.

ARTICLE 4. That the Contractor shall start work on, or within ten (10) days following the date of a written order from the Owner to the Contractor to proceed with the work to be performed under the provisions of this contract, or on a subsequent date designated and authorized by the Owner in said order, and that the Contractor shall complete said work within ninety (102) calendar days from and after the date of, or subsequent date authorized in, said order by the Owner to proceed.

ARTICLE 5. This Contract Agreement shall be governed by the laws of the State of Missouri. The Owner and the Contractor agree that the performance of this Contract Agreement will be deemed to have occurred in the State of Missouri and that Contractor's performance under this Contract Agreement will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under this Contract Agreement shall be exclusively in the Sixteenth Judicial Circuit of Missouri and the Contractor submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to, that court.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

CITY OF INDEPENDENCE MISSOURI

Party of the First Part (Owner)

By _____
Zachary Walker, City Manager

ATTEST:

Rebecca Behrens, City Clerk

Party of the Second Part
(Contractor)

By _____

SEAL:

Address

ATTEST:

City & State

Corporate Secretary

The foregoing contract and bond(s) are in due form according to law and are hereby approved.

ATTORNEY FOR OWNER:

Shannon M. Marciano, City Counselor