

834 **FORM OF CONTRACT AGREEMENT**

835 City of St. Joseph
836 State Block Grant Project No. 21-012A-01

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839 **THIS AGREEMENT**, made as of this _____ day of _____, 20_____, is

840
841 **BY AND BETWEEN**

842 the OWNER: Name: City of St. Joseph, MO

843 Address: 100 NW Rosecrans Road

844 City/State/Zip Code: St. Joseph, MO 64503

845
846
847
848 And the CONTRACTOR: Name: Ideker, Inc.

849 Address: 4614 South 40th Street, P.O. Box 7140

850 City/State/Zip Code: St. Joseph, MO 64503

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852
853
854 **WITNESSETH:**

855 WHEREAS it is the intent of the Owner to make improvements at Rosecrans Memorial Airport generally
856 described as follows;

- 857 Schedule I - Reconstruct Runway 17/35
- 858 Schedule II - Relocate Vehicle Service Outside Object Free Area
- 859 Schedule III - Rehabilitate Taxiway D
- 860 Schedule IV - Install New FAA NAVAID Equipment

861 hereinafter referred to as the Project.

862 NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and
863 CONTRACTOR agree as follows:

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865
866
867 **Article 1 – Work**

868 It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the
869 CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and
870 material and shall fully perform all necessary work to complete the Project in strict accordance with this
871 Contract Agreement and the Contract Documents.

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876 **Article 2 – Contract Documents**

877 CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General
878 Provisions, Supplementary Provisions, Specifications, Drawings, all issued addenda, Notice-to-Bidders,
879 Instructions-to-Bidders, Proposal and associated attachments, Performance Bond, Payment Bond, Wage Rate
880 Determinations, Insurance certificates, documents incorporated by reference, documents incorporated by
881 attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All
882 documents comprising the Contract Documents are complementary to one another and together establish the
883 complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are
884 incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.
885
886

Article 3 – Contract Price

887 In consideration of the faithful performance and completion of the Work by the CONTRACTOR in
888 accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

889
890 Twenty-Five Million Three Hundred Twenty-Eight Thousand Eight Hundred One \$25,328,801.00
891 (Amount in Written Words) (Amount in Numerals)
892

893 subject to the following;
894

- 895
- 896 a. Said amount is based on the schedule of prices and estimated quantities stated in
897 CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement;
898
 - 899 b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices
900 multiplied by the associated estimated quantities;
901
 - 902 c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that
903 the determination of actual quantities is to be made by the OWNER'S ENGINEER;
904
 - 905 d. Said amount is subject to modification for additions and deductions as provided for within the
906 Contract General Provisions.
907

Article 4 – Payment

908 Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by
909 reason of faithful performance of the work, taking into consideration additions to or deductions from the
910 Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work"
911 authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and
912 acceptance.
913

914 The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims
915 against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this
916 Contract.
917

918 OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the
919 General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value
920 of work performed and materials completed in place in accordance with the Contract Drawings and
921 Specifications. Progress payments are subject to retainage requirements as set forth in the General Provisions.
922

Article 5 – Contract Time

923
924 The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the
925 OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within 235 calendar
926 days of the commencement date stated within the Notice-to-Proceed.
927

928 It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the
929 Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be
930 permitted by execution of a formal modification to this Contract Agreement in accordance with the General
931 Provisions and as approved by the OWNER.
932

Article 6 – Liquidated Damages

933
934 The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work
935 and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the
936 authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the
937 difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense.
938 Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as
939 liquidated damages the non-penal sum of \$5,000 per day for each calendar day required in excess of the
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941 authorized Contract Time. In addition, up to \$1,500/calendar day(s) for the construction manager plus
942 up to \$1,390/calendar day(s) for each additional resident engineer plus any incurred expenses (per
943 diem, lodging, etc.) will be charged to the Contractor for that time which exceeds the number of
944 Calendar days allowed in this paragraph. Further, each phase of work under the project has additional
945 liquidated damage clauses, as outlined in Section 80-08 FAILURE TO COMPLETE ON TIME.
946 Update Specific LDs and titles per each project.

947
948 Furthermore, the CONTRACTOR understands and agrees that;

- 949
- 950 a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said
951 liquidated damages;
 - 952
 - 953 b. the OWNER has the right to recover the amount of said liquidated damages from the
954 CONTRACTOR, SURETY or both.

955
956 **Article 7 – CONTRACTOR’S Representations**

957 The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the
958 Proposal Form shall apply under this Agreement as if fully rewritten herein.

959

960 **Article 8 – CONTRACTOR’S Certifications**

961 The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the
962 Proposal shall apply under this Agreement as if fully rewritten herein. The CONTRACTOR further certifies
963 the following;

964

965 a. **Certification of Eligibility** (29 CFR Part 5.5)

966 i. By Entering into this contract, the CONTRACTOR certifies that neither he or she nor any person
967 or firm who has an interest in the CONTRACTOR’S firm is a person or firm ineligible to be
968 awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR
969 5.12(a)(1);

970

971 ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a
972 Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);

973

974 iii. The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C.

975

976 b. **Certification of Non-Segregated Facilities** (41 CFR Part 60-1.8)

977

978 The federally-assisted construction CONTRACTOR, certifies that it does not maintain or provide, for
979 its employees, any segregated facilities at any of its establishments and that it does not permit its
980 employees to perform their services at any location, under its control, where segregated facilities are
981 maintained. The BIDDER certifies that it will not maintain or provide, for its employees, segregated
982 facilities at any of its establishments and that it will not permit its employees to perform their services
983 at any location under its control where segregated facilities are maintained. The Bidder agrees that a
984 breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated
985 in the contract.

986

987 As used in this certification, the term "segregated facilities" means any waiting rooms, work areas,
988 restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other
989 storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas,
990 transportation, and housing facilities provided for employees which are segregated on the basis of race,
991 color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees
992 that (except where it has obtained identical certifications from proposed subcontractors for specific
993 time periods) it will obtain identical certifications from proposed subcontractors prior to the award of

994 subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity
995 Clause and that it will retain such certifications in its files.
996

997 **Article 9 – Miscellaneous**

- 998 **a.** CONTRACTOR understands that it shall be solely responsible for the means, methods,
999 techniques, sequences and procedures of construction in connection with completion of the Work;
1000
1001 **b.** CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any
1002 materials that are not covered or authorized by the Contract Documents unless authorized in
1003 writing by the OWNER or ENGINEER;
1004
1005 **c.** The rights of each party under this Agreement shall not be assigned or transferred to any other
1006 person, entity, firm or corporation without prior written consent of both parties;
1007
1008 **d.** OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal
1009 representatives to the other party in respect to all covenants, agreements, and obligations contained
1010 in the Contract Documents.
1011

1012 **Article 10 – OWNER’S Representative**

1013 The OWNER’S Representative, herein referred to as ENGINEER, is defined as follows:
1014

1015 **Jviation, Inc.**
1016 **720 South Colorado Boulevard, Suite 1200-S**
1017 **Glendale, CO 80246**
1018

1019 Said ENGINEER will act as the OWNER’S representative and shall assume all rights and authority assigned
1020 to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project
1021 Work.
1022

1023 IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed five (5) copies of this Agreement
1024 on the day and year first noted herein.

1025
1026 **OWNER**

1027
1028 Name: City of St. Joseph

1029
1030 Address: 100 NW Rosecrans Road

1031 St. Joseph, MO 64503

1032
1033
1034
1035
1036
1037 By: _____

1038 *Signature*

1039
1040 _____
1041 *Title of Representative*

1042
1043 ATTEST:

1044
1045 By: _____

1046 *Signature*

1047
1048 _____
1049 *Title*

1025
1026 **CONTRACTOR**

1027
1028 Name: Ideker, Inc.

1029
1030 Address: 4614 South 40th Street

1031 P.O. Box 7140

1032 St. Joseph, MO 64503

1033
1034
1035
1036
1037 By: _____

1038 *Signature*

1039 Vice President

1040 _____
1041 *Title of Representative*

1042
1043 ATTEST:

1044
1045 By: _____

1046 *Signature*

1047 Admin Assistant

1048 _____
1049 *Title*

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