

THIS CONTRACT, made and entered into this ____ day of _____, 20____, by and between the City of Lee's Summit, a Missouri Constitutional Charter City, (hereinafter "City") and Huttinger Construction Company, (hereinafter "Contractor").

WITNESSETH:

THAT WHEREAS, the City prepared bid #2019-033 (hereinafter the "Bid") for construction and related services for the Replacement of Tudor Roof (hereinafter the "Project"). Said Bid issued by the City is incorporated by reference as if fully set forth herein, and,

WHEREAS, the Contractor, in response to the invitation to bid, submitted to the City a proposal for the work to be performed on the Project pursuant to the Bid, and said proposal is attached hereto and incorporated by reference as if fully set forth herein (hereinafter "Contractor's Proposal"), and,

WHEREAS, the City has opened, examined and canvassed the Bids submitted, and as a result of such canvass, has selected the Contractor to construct said improvements for the sum or sums named in the Contractor's Proposal;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that the parties to these presents, in consideration of the compensation to be paid to the Contractor, and of the mutual agreements herein contained, have agreed and hereby agrees the City for itself, and its successors and the Contractor for itself, himself, or themselves, its, his or their successors and assigns, or its, his or their executors and administrators as follows:

ARTICLE I. That the Contractor will furnish, at his own cost and expense, all superintendence, labor, tools, equipment and materials required, and complete in a good first class and workmanlike manner, the work as designated, described and required by the specifications for the Project as set forth in the Bid and Contractor's Proposal, with all work to be done to the entire satisfaction of the City.

ARTICLE II. That the City will pay the Contractor for the performance of this contract in current funds, for the total quantities of work performed at the base bid price stipulated in Contractor's Proposal for the work completed subject to additions and deductions as provided for in the General Conditions and General Requirements. The total contract price for work included in the Contract is the sum of Sixty One Thousand Seventy Seven dollars (\$61,077.00), for all work covered by and designated in the Bid. Payment to the Contractor shall be made in the manner and as specified in the General Conditions and Contractor's Proposal forming a part hereof.

ARTICLE III. That the Contractor will commence work after receiving a signed Notice to Proceed from the City and follow the construction schedule as set forth in the Instructions to Bidders and the General Requirements of the Bid, and will complete all work covered by this contract within consecutive calendar days, from and after said date of execution.

ARTICLE IV. In conformity with the General Requirements of the Bid, the amount of liquidated damages for this Contract shall be \$00.00 per calendar day.

ARTICLE V. Prevailing Wage:

Prevailing Wage does not Apply to this Contract.

Prevailing Wage Applies to this Contract: The wages for all work under this contract shall comply with requirements of the Prevailing Wage Law of the State of Missouri, Missouri Public Law 290.210. The City will withhold 10% retainage until final completion and acceptance by the City of the project. Contractor shall provide certified copies of payroll with each invoice. No less than the prevailing hourly rate of wages specified shall be paid to all workers employed by contractor and any subcontractor under him. Contractor shall forfeit as a penalty to the City of Lee's Summit, Missouri, one hundred (\$100.00) dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the said rate for work done. Final payment is contingent upon receipt by the City of an executed affidavit, attached hereto, stating that the contractor has fully complied with the prevailing wage law. No final payment can be made unless and until this affidavit is filed in proper form and order.

Article VI. Independent Contractor: At all times Contractor shall be an independent contractor of the City. Both City and Contractor agree that nothing herein is intended or shall be deemed to create an employer-employee relationship between the City and Contractor of any kind.

