

CONTRACT

FRANKLIN COUNTY PROJECT NO. 2018 Chip Seal

This AGREEMENT, made and entered into this ____ day of _____ 2018, by and between the Board of County Commissioners of Franklin County, Kansas, Party of the First Part (hereinafter the COUNTY), whose address is _____ Party of the Second Part, (hereinafter the CONTRACTOR).

WITNESSETH:

Article 1: It is hereby mutually agreed that Franklin County will pay the CONTRACTOR for the work specified in the CONTRACTOR'S bid on Project 2018 Chip Seal, it being agreed that said bid is incorporated herein and becomes part of the contract as if fully set forth herein. Said work is to commence as stipulated in the bid specifications, and to be completed no later than the 1st day of October, 2018. Contractor shall furnish all labor, equipment, and accessories as specified in the bid and shall perform all work necessary to construct and complete the improvements in a good, substantial, and workmanlike manner, and in strict accordance with the specifications, as approved and filed pursuant to law in the office of the legal representative of the County.

Article 2: It is hereby further agreed that, at the completion of the work, and upon acceptance by the County of Contractor's work, all sums due the Contractor by reason of his faithful completion of the work authorized under the contract and in accordance with the provisions of the bid, will be paid to the Contractor by the county within sixty (60) days after said completion and acceptance.

Article 3: It is hereby further agreed, that the 'he' or 'him' wherever used herein as referring to the Contractor shall be deemed to refer to the Contractor, his/her/their heirs, executors, administrators, successors, or assigns.

Article 4: It is hereby further agreed that any reference herein to the "Contract" shall include all contract documents as specifically set out in the bid proposal or proposals and related specifications, and they are hereby incorporated into and made a part of this agreement as fully as if they were set forth in length herein.

Article 5: It is specifically agreed, in addition to any other obligation on the part of Contractor, that Contractor shall furnish to the Franklin County Clerk, 315 S. Main St., Ottawa, Kansas, a performance bond in the amount of \$_____ (the bid), and a Statutory Bond in the bid amount and certificate of insurance, showing general liability coverage in the amount of \$2,000,000.00, worker's compensation, and employer's

liability coverages according to Statutory requirements in forms acceptable to the Board of County Commissioners of Franklin County, Kansas.

THIS AGREEMENT and the incorporated documents referenced therein constitute the fully integrated agreement of the parties. No prior, contemporary or subsequent oral agreements will amend or supplant any of the terms in this Agreement. All amendments or addenda to this Agreement will be reduced to writing and signed by both parties before they shall become effective.

IN WITNESS HEREOF, the Party of the First Part and the Party of the Second Part, respectively, have caused this agreement to be duly executed this ____ day of _____, 2018, in quadruplicate, all copies of which to all intents and purposes shall be considered as the original.

FOR THE BOARD
OF
COUNTY COMMISSIONERS

FOR THE CONTRACTOR

Chairman

Printed name: _____
Title: _____

NOW on this ____ day of _____, 2018 came before me Randall Renoud, known to me to be Chairman of the Board of County Commissioners of Franklin County, Kansas, who executed the foregoing contract before me and in my presence.

Notary Public

NOW on this ____ day of _____, 2018, came before me _____, known to me to be _____, who executed the foregoing contract before me and in my presence.

Notary Public