

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the state of Missouri, acting by and through the Missouri Highway and Transportation Commission, hereinafter referred to as Commission, and _____ of _____ hereinafter referred to as Contractor.

WITNESSETH:

That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Commission, and in further consideration of the agreement of the parties herein contained, to be well and truly observed and faithfully kept by them and each of them, it is agreed as follows:

The Contractor hereby agrees to do or furnish at his/her own expense all labor, materials and equipment called for in the proposal designated and marked, "Proposal for Filling Basements and/or Foundations," on Route _____, Project _____, _____ County, Missouri, as provided for in the specifications pertaining to said work.

It is understood and agreed that all work shall be done in accordance with the specifications pertaining thereto, and that said specifications are made a part hereof as though fully set out in detail herein.

The Contractor agrees that he/she is fully informed regarding all the conditions affecting the work to be done and the labor and materials to be furnished for the completion of this contract and that his/her information was secured by personal investigation and not from any estimates of Commission and that he/she will make no claim against the state or Commission by reason of any representation of any officer, agent or employee of the Commission, other than the provisions contained in the specifications.

Work shall be done under the direct supervision and to the complete satisfaction of the District Engineer for the Commission.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his/her behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he/she has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, Commission or percentage upon the amount receivable by him/her hereunder; and that he/she has not, in estimating the contract price demanded by him/her, included any sum by reason of any such brokerage, Commission or percentage; and that all monies payable to him/her hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract.

He/she further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Commission, and that the Commission may retain to its own use from any sums due or to become due hereunder an amount equal to any brokerage or Commission so paid or agreed to be paid.

The parties hereto agree that the contract in all things shall be governed by the laws of the state of Missouri.

The Commission agrees to pay the Contractor in the manner and in the amount provided in the specifications and proposal.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this _____ day of _____, 20____.

THE STATE OF MISSOURI, acting by and through
MISSOURI HIGHWAY AND TRANSPORTATION
COMMISSION

By _____

Contractor

By _____

NOTE: Current wage rate information should be attached to this contract.