

CONTRACT

Concrete Pavement Construction

THIS AGREEMENT made and entered into this 7th day of November, 2023 by and between Saline County, Ks, First Party, and Bar-S Construction LLC, Second Party, hereinafter referred to as the "Contractor."

WHEREAS, the Contractor, entering into a written contract with Saline County for the furnishing of all materials, equipment, and labor and doing all the work whatever kind necessary to construct

Concrete Pavement Construction

Final payment will be based on actual quantities used by Saline County, in accordance with the bid proposal and specifications for such work on file in the office of Saline County, and in accordance with said contract.

WITNESSETH:

ARTICLE 1. It is hereby mutually agreed that for and in consideration of the sum or sums to be paid the Contractor by Saline County, as set forth in the accepted Proposal and in accordance with the provisions of the Specifications, the said Contractor shall furnish all labor, equipment, accessories and material and shall perform all work necessary to construct and complete the improvements in a good, substantial and workmanlike manner; ready for use and in strict accordance with the specifications, as approved and filed pursuant to law in the office of the legal representative of Saline County.

ARTICLE 2. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, Saline County shall pay the Contractor the sum or sums due him, by reason of said faithful performance of work in accordance with the provisions of the Specifications and set forth in the proposal as accepted by Saline County.

ARTICLE 3. It is hereby further agreed that at the completion of the work and its acceptance by Saline County, all sums due the Contractor by reason of his faithful completion of the work; taking into consideration additions to or deductions from the contract price by reason of approved alterations or modifications of the original contract, or by reason of "Force Account" work authorized under the contract in accordance with the "Standard Specifications," will be paid the Contractor by Saline County within 30 days after said completion and acceptance.

ARTICLE 4. It is hereby further agreed that the words "he" or "him" wherever used herein as referring to the Contractor shall be deemed to refer to said Contractor whether a corporation, partnership, or individual. This contract and all covenants and agreements thereof shall be binding upon and for the benefit of the heirs, executors, administrators, successors and assigns of said Contractor.

ARTICLE 5. It is hereby further agreed that any reference herein to the "Contract" shall include all contract documents as specifically set out in the Specifications, and thereby made a part of this agreement to the same extent as if set out at length herein.

IN WITNESSETH WHEREOF, the First Party and the Second Party, respectively, have caused this agreement to be duly executed in triplicate the day and year first herein written, all copies of which to all intents and purposes shall be considered the original.

Contractor/Second Party

Contractor _____
Address _____

Name _____
Title _____
Date _____
Signature _____

Seal (if Corporation)

SALINE COUNTY, KANSAS
BOARD OF COUNTY COMMISSIONERS,

Robert Vidricksen II, Chairman

Date

Attest:

Jamie R. Doss, County Clerk