**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS**

**AGREEMENT**

THIS AGREEMENT, made this day of , 20 , by and between the Unified Government of Wyandotte County/Kansas City, Kansas, hereinafter called "Unified Government," and

**(Contractor)**

as (an individual), or (a partnership), or (a corporation), hereinafter called "Contractor."

WITNESSETH: That and for in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the construction of the Project known as:

**Project Name:**

**Project I.D.:**

2. The Contractor will furnish all of the Material, supplies, tools, Equipment, labor and other services necessary for the construction and completion of the Project described above.

2.a A Project Goal of <XX% / NA> participation by MBE and WBE has been established for this project. Contractor shall achieve the project goal or shall provide satisfactory documentation of good faith effort to achieve the project goal.

3. The Contractor will complete all the Work required by the Contract Documents within **()** days after the date established in the Notice to Proceed unless the period for completion is extended otherwise by the Contract Documents. The Contractor further agrees to pay, as Liquidated Damages, the sum of , for each day thereafter as provided in Section 24 of the General Conditions.

4. The Contractor agrees to perform and complete all the Work described in the Contract documents for the unit prices listed in the Bid Form, for an estimated total amount of  **AMOUNT WORDS(AMOUNT NUMBERS).** Actual payment shall be the sum of the products of the installed and accepted quantity of each bid item, measured by the Engineer as described in Contract Documents, times its unit price. The Contractor acknowledges that the unit prices listed in the Bid Form contemplate the construction of all facilities complete, in conformance with the Contract Documents, and that the cost of work required by the Contract Documents for which a specific unit price is not listed is included in the unit price for the closest applicable item.

5. It is understood that the "Engineer" representing the Unified Government shall be **.**

6. The term "Contract Documents" means and includes the following:

(a) Legal Notice of Invitation for Bids

(b) Instructions and Information to Bidders

(c) Executed Bid Form

(d) Bid Bond

(e) Amendments

(f) Agreement

(g) Payment Bond

(h) Performance Bond

(i) Notice of Award

(j) Notice to Proceed

(k) Change Orders

(l) Additional Written Instruction and Detailed Drawings

Approved by the Engineer

(m) Drawings

(n) General Conditions

(o) Supplemental General Conditions

(p) Special Conditions

(q) Technical Provisions

7. The Unified Government will pay the Contractor in the manner and at such times as set forth in Section 25 of the General Conditions such amounts as required by the Contract Documents. Said work shall be paid for from .

8. This Agreement shall be binding upon all parties hereto and their representative heirs, executor, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, an original on the date first above written.

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| **OWNER:**  **Unified Government of Wyandotte County/Kansas City, Kansas**  **By**  **County Administrator**  **ATTEST:**    **Unified Government Clerk** | **CONTRACTOR:**    **(Contractor)**  **By**  **Name**  **Address**    **ATTEST:**    **Title** |