



# USD 250 Pittsburg Community Schools

Pittsburg Community Schools - 510 Deill, PO Drawer 75, Pittsburg, KS 66762

Phone: (620) 235-3100 Fax: (620) 235-3106

## Section 5.00 – CONTRACT

### Hutchinson Stadium Masonry 2022

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between Pittsburg USD #250 Board of Education, First Party, hereinafter referred to as the "**OWNER**" and \_\_\_\_\_ Second Party, hereinafter referred to as the "**CONTRACTOR**."

#### WITNESSETH:

**ARTICLE 1.** It is hereby mutually agreed that for and in consideration of the sum or sums to be paid the Contractor by the Owner, as set forth in the accepted Proposal and in accordance with the Provisions of the Information for Bidders, the said Contractor shall furnish all labor, equipment accessories and materials and shall perform all work necessary to construct and deliver the products in a good, substantial and workmanlike manner, ready for use and in strict accordance with the contract drawings and specifications as approved and filed, pursuant to law, in the office of the legal representative of the Owner.

**ARTICLE 2.** It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Owner shall pay the Contractor the sum or sums due him by reason of said faithful performance of the work, within 30 (30) days of completion of delivery in accordance with the provisions of the Information for Bidders, and as set forth in the Proposal as accepted by the Owner. Documentation of partial completion must be included for payments through the phases of the project.

**ARTICLE 3.** It is hereby further agreed that at the completion of the project, its acceptance by the Owner, for sums due the Contractor by reasons of his faithful completion of the work, taking into consideration additions to or deductions from the contract price by reasons of "Force Account" work authorized under the contract in accordance with the provisions of Information for Bidders and Proposal, will be paid by the Owner within sixty (60) days after said completion and acceptance.

**ARTICLE 4.** Delivery of the product/service under this contract shall be completed no later than Monday, August 1, 2022. This is a deviation from the original proposal due to the landowners' utility relocation. The time of completion is an essential part of this contract since the Owner will suffer additional expense for financing and administering the work if the work is not complete within the time limit specified above. Therefore, the Contractor shall reimburse the Owner for the said additional expense at the rate of FIVE-HUNDRED DOLLARS (\$500.00) per day for each additional day in the event the work to be performed or the product delivery under this contract is not completed within the specified time. The time herein above fixed for the completion of the contract shall be extended only upon written application by the Contractor requesting such extension. Said written application shall fully explain the necessity for the requested increase of time. Such extensions will only be granted as a result of strikes, unavailability of properly ordered materials, or other causes over which the Contractor has no control. The decision of the Superintendent of Schools regarding such extension shall be final and binding upon both parties.

**ARTICLE 5.** It is hereby further agreed that the words "he/she" or "they" whenever used herein as referring to the Contractor shall be deemed to refer to said Contractor, whether a corporation, partnership, or individual, and 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.



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**ARTICLE 6.** It is hereby further agreed that any reference herein to the "CONTRACTOR" shall include all contract documents, as specifically listed in the General Clauses and thereby made a part of this agreement, to the same extent as if set out at length herein.

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

## **OWNER, FIRST PARTY**

Pittsburg USD #250 Board of Education

By: \_\_\_\_\_

Lita Biggs, Director of Business Operations/Treasurer

## **ATTEST:**

Clerk of the Board \_\_\_\_\_

Vicki Horton, Board Clerk

## **CONTRACTOR, SECOND PARTY**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_