

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **the City of Lee's Summit, Missouri** ("Owner") and **VF Anderson Builders** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Building detention basins, removing and replacing fences, installation of new storm sewer pipes and inlets, waterline relocation, hydroseeding, sod replacement, curb & gutter replacement, driveway repairs, sidewalk repairs, and pavement repair.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows. Area 3: The project is to improve the storm sewer system that serves SE 3rd St. The existing systems' capacity will be increased with new storm sewer pipes, addition and replacement of curb inlets, and creation of a new detention basin. Area 4: The project is to improve the storm sewer system that serves SE Todd George Pkwy, SE Boone Trail, and SE Timbercreek Ln. The existing systems' capacity will be increased with new storm sewer pipes, addition and replacement of curb inlets, and creation of a new regional detention basin.

ARTICLE 3—ENGINEER

3.01 The Owner has retained **Allgeier Martin & Associates** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **Engineer**.

3.03 The Owner shall be responsible for handling the following matters notwithstanding the fact that certain portions of the Contract Documents may list the Engineer as having responsibility for said matters:

- A. Furnish a Resident Project Representative;
- B. Change of Working Hours;
- C. Make Determinations for Unit Price Work (determine quantities and classifications);
- D. Field orders, Work Change Directives, Change Orders;
- E. Progress Payments;

- F. Monitor Contractor's schedule, progress, schedule and conduct progress meetings;
- G. Receive in writing questions from the Contractor regarding all matters concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents;
- H. The Owner will be the initial interpreter of the requirements of the Contract Documents;
- I. The Owner will render decision regarding the requirements of the Contract Documents;
- J. The Owner will judge of the acceptability of the Work; and
- K. Coordinate construction services provided by the Engineer as needed.

In the event that portions of the Contract Documents indicate that the Engineer is to handle, provide input, or receive notices or filings with regard to any of the above referenced matters, this Article 3 shall prevail.

ARTICLE 4—CONTRACT TIMES

4.01 Time is of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Days

- A. The Work will be substantially complete within **240** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **90 days after Substantial Completion.**

4.03 Milestones

- A. Completion of the punch list attached to the Certificate of Substantial Completion shall be achieved within 30 days after Substantial Completion.
- B. Parts of the Work must be substantially completed on or before the following Milestone(s):
 - 1. Milestone 1: All work shall be completed in Area 3 as shown in the plans within 180 calendar days of the date work commences within the area. The plans pertaining to this Milestone are shown on drawing no. 3 and drawing no. B-1 through B-19.
 - 2. Milestone 2: All work shall be completed in Area 4 as shown in the plans within 180 calendar days of the date work commences within the area. The plans pertaining to this Milestone are shown on drawing no. 3 and drawing no. C-1 through C-21.

4.04 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration

proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner **\$2,025.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$2,025.00** for each day that expires after such time until the Work is completed and ready for final payment.
 3. Milestones:
 - a. Contractor shall pay Owner **\$2,025.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Paragraph 4.03.A, or until the time specified for the Work to be completed and ready for final payment, at which time the rate indicated in Paragraph 4.04.A.1 will apply, rather than this Milestone rate.
 - b. Contractor shall pay Owner **\$1,100.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Paragraph 4.03.B.1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.04.A.1 will apply, rather than this Milestone rate. Contractor shall pay Owner **\$1,225.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Paragraph 4.03.B.2, until Milestone 2 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.04.A.1 will apply, rather than this Milestone rate.
 4. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive, and will not be imposed concurrently. Liquidated damages for failing to timely attain completion of Milestone 1 and Milestone 2 shall be imposed concurrently until the time specified for Substantial Completion is reached.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner

for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of \$.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work for Area 3					
Bid Item	Description	Bid Qty	Unit	Unit Price	Extended Total
301	Cast In Place Concrete 4" thick misc concrete (Trickle channel, flume, etc)	121	SY	\$63.00	\$7,623.00
302	Clearing and Grubbing	1	LS	\$25,000.00	\$25,000.00
303	Curb or Curb & Gutter (New 4.5' Curb and Gutter)	996	LF	\$57.00	\$56,772.00
304	Curb or Curb & Gutter (Repair)	77	LF	\$70.00	\$5,390.00
305	Demolition & Removal	1	LS	\$74,000.00	\$74,000.00
306	Driveways & Entrances (Gravel Construction Entrance)	1	EA	\$2,700.00	\$2,700.00
307	Driveway Repair (6")	266	SY	\$82.00	\$21,812.00
308	Embankment	19	CY	\$36.00	\$684.00
309	Encasement (Concrete of Exis. Util)	25	LF	\$153.00	\$3,825.00
310	Encasement (12" Casing Pipe for 8" PVC)	58	LF	\$184.00	\$10,672.00
311	Erosion Control	1	LS	\$3,800.00	\$3,800.00
312	Fence (6' vinyl coated chain link, black)	476	LF	\$97.00	\$46,172.00
313	Fence (6' wood privacy fence/gate)	242	LF	\$63.00	\$15,246.00
314	Fence (6' Chain link fence/gate)	32	LF	\$102.00	\$3,264.00
315	Milling (4" or less)	1867	SY	\$19.00	\$35,473.00
316	Mobilization	1	LS	\$33,000.00	\$33,000.00
317	Overlay (2" SP125 or City Approved Mix)	340	TON	\$13.00	\$4,420.00
318	Pavement Marking (Permanent Striping)	1	LS	\$2,916.00	\$2,916.00
319	Pavement Repair (8" Concrete)	368	SY	\$92.00	\$33,856.00
320	Permanent EC liner (Flexamat)	17	SY	\$92.00	\$1,564.00
321	Private waterline relocation	1	LS	\$9,200.00	\$9,200.00

Exhibit A

322	Retaining Wall (Modular Block)	4682	SF	\$87.00	\$407,334.00
323	Sanitary Sewer Pipe (8" Dia. PVC SDR 26)	61	LF	\$154.00	\$9,394.00
324	Sanitary Sewer Pipe (4" Dia. PVC SDR 26)	200	LF	\$127.00	\$25,400.00
325	Sanitary Sewer Structure (Type 1 48" Dia. Manholes)	2	EA	\$9,000.00	\$18,000.00
326	Seed (Hydroseed Permanent)	1	AC	\$3,300.00	\$3,300.00
327	Sidewalk Repair /New Sidewalk Installation	130	SY	\$60.00	\$7,800.00
328	Sign Reinstallation	4	EA	\$324.00	\$1,296.00
329	Sod	1937	SY	\$11.00	\$21,307.00
330	Storm Sewer End Sections (48" Flared)	1	EA	\$4,600.00	\$4,600.00
331	Storm Sewer Pipe (15" Class III RCP)	136	LF	\$119.00	\$16,184.00
332	Storm Sewer Pipe (24" Class III RCP)	346	LF	\$146.00	\$50,516.00
333	Storm Sewer Pipe (30" Class III RCP)	301	LF	\$197.00	\$59,297.00
334	Storm Sewer Pipe (36" Class III RCP)	260	LF	\$232.00	\$60,320.00
335	Storm Sewer Pipe (42" Class III RCP)	33	LF	\$319.00	\$10,527.00
336	Storm Sewer Pipe (48" Class III RCP)	214	LF	\$379.00	\$81,106.00
337	Storm Sewer Pipe (34"x53" HERCP)	133	LF	\$383.00	\$50,939.00
338	Storm Sewer Pipe (38"x60" HERCP)	51	LF	\$423.00	\$21,573.00
339	Storm Sewer Pipe (Filling by Grouting or Flowable fill of abandoned Storm Sewer)	497	LF	\$65.00	\$32,305.00
340	Storm Sewer Structure (3'x4' Junction Box)	1	EA	\$8,200.00	\$8,200.00
341	Storm Sewer Structure (Modified Curb Inlet 7' x 4')	3	EA	\$10,100.00	\$30,300.00
342	Storm Sewer Structure (Mod'd Curb Inlet 7' x 5')	2	EA	\$12,400.00	\$24,800.00
343	Storm Sewer Structure (Mod'd Curb Inlet 7' x 6')	4	EA	\$14,200.00	\$56,800.00
344	Storm Sewer Structure (Mod'd Dbl Curb Inlet 7' x 5')	3	EA	\$28,300.00	\$84,900.00
345	Storm Sewer Structure (6'x6' Junction Box Special Design w/ 84" Trashrack grate)	1	EA	\$18,100.00	\$18,100.00
346	Storm Sewer Structure (6'x6' Junction Box HS20 Load Bearing w Deeter2612 Grate Frame & Cover or approved equal. Complete in Place)	1	EA	\$22,900.00	\$22,900.00
347	Storm Sewer Structure (8'x7' Junction Box HS20 Load Bearing w Deeter2612 Grate Frame & Cover or approved equal. Complete in Place)	1	EA	\$21,400.00	\$21,400.00
348	Storm Sewer Structure (8'x8' Field Inlet open 4 sides)	1	EA	\$16,700.00	\$16,700.00
349	Traffic Control	1	LS	\$22,248.00	\$22,248.00
350	Unclassified Excavation	2435	CY	\$6.00	\$14,610.00
351	Waste (Haul Off)	2413	CY	\$19.00	\$45,847.00
352	Water Line Fittings (All Types, 6" & 8", complete in place)	11	EA	\$1,700.00	\$18,700.00
353	Water Line Pipe (3/4" Copper complete in place)	490	LF	\$49.00	\$24,010.00
354	Water Line Pipe (6" & 8" Main complete in place)	65	LF	\$121.00	\$7,865.00
355	Water Line Valves (6" Gate)	1	EA	\$2,600.00	\$2,600.00
356	Water Service Reconnection	9	EA	\$900.00	\$8,100.00
	Total of all Extended Prices for Unit Price Work Area				\$1,706,667.00
	3				

Exhibit A

Unit Price Work for Area 4					
Bid Item	Description	Bid Qty	Unit	Unit Price	Extended Total
401	Clearing and Grubbing	1	LS	\$35,000.00	\$35,000.00
402	Curb or Curb & Gutter (Repair:Replacement)	596	LF	\$57.00	\$33,972.00
403	Demolition & Removal	1	LS	\$82,000.00	\$82,000.00
404	Driveways & Entrances (Gravel Construction Entrance)	2	EA	\$2,700.00	\$5,400.00
405	Driveway (Repair 6")	121	SY	\$89.00	\$10,769.00
406	Embankment	1041	CY	\$22.00	\$22,902.00
407	Encasement (Concrete of Exis. Util)	20	LF	\$174.00	\$3,480.00
408	Erosion Control	1	LS	\$13,000.00	\$13,000.00
409	Fence (6' wood privacy fence/gate)	238	LF	\$63.00	\$14,994.00
410	Fence (6' Chain Link/gate)	83	LF	\$43.00	\$3,569.00
411	Fence (4' Wood Picket/gate)	177	LF	\$38.00	\$6,726.00
412	Fence (4' White Picket/gate)	42	LF	\$51.00	\$2,142.00
413	Mobilization	1	LS	\$38,000.00	\$38,000.00
414	Pavement Repair (8" Concrete)	195	SY	\$100.00	\$19,500.00
415	Permanent EC liner (Type G Erosion Control Blanket)	1280	SY	\$16.00	\$20,480.00
416	Permanent EC liner (Fleaxamat)	987	SY	\$77.00	\$75,999.00
417	Retaining Wall (Remove and Replace Existing)	1	LS	\$12,000.00	\$12,000.00
418	Seed (Hydroseed Permanent)	3.4	AC	\$3,300.00	\$11,220.00
419	Sidewalk Repair	286	SY	\$60.00	\$17,160.00
420	Sign Reinstallation	4	EA	\$324.00	\$1,296.00
421	Sod	2228	SY	\$11.00	\$24,508.00
422	Storm Sewer End Sections (18" Flared)	1	EA	\$1,800.00	\$1,800.00
423	Storm Sewer End Sections (24" Flared)	2	EA	\$2,000.00	\$4,000.00
424	Storm Sewer End Sections (54" Flared)	1	EA	\$5,100.00	\$5,100.00
425	Storm Sewer Pipe (18" Class III RCP)	130	LF	\$138.00	\$17,940.00
426	Storm Sewer Pipe (24" Class III RCP)	339	LF	\$173.00	\$58,647.00
427	Storm Sewer Pipe (36" Class III RCP)	301	LF	\$239.00	\$71,939.00
428	Storm Sewer Pipe (54" Class III RCP)	154	LF	\$418.00	\$64,372.00
429	Storm Sewer Pipe (14"x23" HERCP)	41	LF	\$150.00	\$6,150.00
430	Storm Sewer Pipe (38"x60" HERCP)	610	LF	\$400.00	\$244,000.00
431	Storm Sewer Pipe (Geopolymer rehabilitation on 43"x64" existing CMP)	111	LF	\$800.00	\$88,800.00
432	Storm Sewer Pipe (Filling by Grouting or Flowable fill of abandoned Storm Sewer)	247	LF	\$60.00	\$14,820.00
433	Storm Sewer Structure (Curb Inlet 5' x 3')	2	EA	\$8,000.00	\$16,000.00
434	Storm Sewer Structure (Mod'd Curb Inlet 6' x 3')	1	EA	\$8,800.00	\$8,800.00
435	Storm Sewer Structure (Curb Inlet 7' x 3')	7	EA	\$9,200.00	\$64,400.00
436	Storm Sewer Structure (Curb Inlet 7' x 4')	8	EA	\$10,600.00	\$84,800.00
437	Storm Sewer Structure (Curb Inlet Double 7' x 4')	1	EA	\$20,000.00	\$20,000.00

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Exhibit A

438	Storm Sewer Structure (Curb Inlet 8' x 6')	2	EA	\$15,300.00	\$30,600.00
439	Storm Sewer Structure (Curb Inlet 9' x 3')	1	EA	\$12,000.00	\$12,000.00
440	Storm Sewer Structure (7'x3' Field inlet open 4 sides)	1	EA	\$9,600.00	\$9,600.00
441	Storm Sewer Structure (7'x5' Field Inlet open 4 sides)	1	EA	\$10,500.00	\$10,500.00
442	Storm Sewer Structure (6'x6' Field Inlet open 4 sides)	1	EA	\$11,400.00	\$11,400.00
443	Storm Sewer Structure (7'x7' Field Inlet open E side)	1	EA	\$13,300.00	\$13,300.00
444	Storm Sewer Structure (4'x3' Junction Box)	1	EA	\$7,000.00	\$7,000.00
445	Storm Sewer Structure (4'x4' Junction Box)	1	EA	\$8,000.00	\$8,000.00
446	Storm Sewer Structure (7'x7' Junction Box)	2	EA	\$14,800.00	\$29,600.00
447	Storm Sewer Structure (5'x5' Junction Box Special Design w/ 72" Trashrack grate)	1	EA	\$20,500.00	\$20,500.00
448	Storm Sewer Structure (5'x5' Junction Box Special Design w/ MH)	1	EA	\$17,600.00	\$17,600.00
449	Traffic Control	1	LS	\$23,000.00	\$23,000.00
450	Unclassified Excavation	1965 2	CY	\$4.00	\$78,608.00
451	Waste (Haul Off)	1845 5	CY	\$19.00	\$350,645.00
Total of all Extended Prices for Unit Price Work Area 4					\$1,848,038.00

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$.
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment monthly during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95 percent of the value of the Work completed (with the balance being retainage).
 - b. 100 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **95** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **150** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate as specified by Missouri State Statute, RSMo 34-057.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 6. Drawings (not attached but incorporated by reference) consisting of 50 sheets with each sheet bearing the following general title: **EFLB AREA 3 AND AREA 4 STORMWATER PROJECT.**
 8. Addenda (numbers **1** to **1**, inclusive).

9. Exhibits to this Agreement (enumerated as follows):
 - a. **[list exhibits]**
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions, if any, at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and

procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Pursuant to Section 34.600, RSMo., and to the fullest extent permitted by law, Contractor certifies that it is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel.
- B. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published

by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

8.04 *Other Provisions*

- A. This Agreement and all work related to this Project shall be governed by the laws of the State of Missouri and shall be litigated and/or mediated in Jackson County, Missouri.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

Contractor:

(typed or printed name of organization)

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Address for giving notices:

Designated Representative:

Designated Representative:

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Address:

Phone: _____

Phone: _____

Email: _____

Email: _____

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

License No.: _____
(where applicable)

State: _____