

EXHIBIT A

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

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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

THIS AGREEMENT is by and between _____ City of Lee’s Summit, Missouri _____ (“Owner”) and

Leath & Sons, Inc. _____ (“Contractor”).

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, but not necessarily limited to, the following by location:

Maple Street: Improvements to the existing storm system along the south side of Maple and additional infrastructure along the alleyway to the south. This includes the following approximate quantities: 307 feet of storm sewer pipe, 6 storm sewer structures, 2,300 square feet of permeable pavers, minor sanitary sewer service work, and final restoration to include concrete drive, curb and gutter, asphalt mill and overlay and any and all other items necessary to complete the work.

Grand Avenue: Extension of the existing storm system along the west side of Green Street that crosses Green and extends across the northern border of the church property at 416 SE Grand and then proceeds south along the west side of Grand. This includes the following approximate quantities: 550 feet of storm sewer pipe, 8 storm sewer structures, 2,900 square feet of permeable pavers, installation of an infiltration trench, minor sanitary sewer service work, and final restoration to include concrete drive, curb and gutter, asphalt mill and overlay and any and all other items necessary to complete the work.

Bingham Drive: Extension of the existing storm system on the east side of Bingham across the driveway at 309 SE Bingham drive and then turning east into the backyard of the residence. This includes the following approximate quantities: 250 feet of storm sewer pipe, 4 storm sewer structures, the installation of an infiltration trench, minor sanitary sewer service work, and final restoration to include concrete drive and any and all other items necessary to complete the work.

Brentwood Drive: Extension of two separate storm systems that cross Brentwood at the 100 and 200 blocks of Brentwood. This includes the following approximate quantities: 700 feet of storm sewer pipe, 9 storm sewer structures, 32 feet of trench drain structure, minor sanitary sewer service work, possible water line service work, and final restoration to include concrete drive, curb and gutter, sidewalk, asphalt mill and overlay and any and all other items necessary to complete the work.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Project No. 54-4: Stormwater Improvements – Maple Street, Grand Avenue, Bingham Drive & Brentwood Drive

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Burns & McDonnell Engineering Company, Inc. (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time 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 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 270 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 300 days after the date when the Contract Times commence to run.

B. The work associated with the following Milestones, including all site restoration, shall be completed within the timeframes set forth below for each Milestone. The days to achieve Milestones are as follows:

1. Maple Street: All work shall be completed for Maple Street as shown in the plans within 60 calendar days of the date work commences within the area. The plans pertaining to this Milestone are marked accordingly and are shown on Sheets G-103 through C-102.
2. Grand Avenue: All work shall be completed for Grand Avenue as shown in the plans within 60 calendar days of the date work commences within the area. The plans pertaining to this Milestone are marked accordingly and are shown on Sheets G-303 through C-304.
3. Bingham Drive: All work shall be completed for Bingham Drive as shown in the plans within 30 calendar days of the date work commences within the area. The plans pertaining to this Milestone are marked accordingly and are shown on Sheets G-403 through C-402.
4. Brentwood Drive: All work shall be completed for Brentwood Drive as shown in the plans within 90 calendar days of the date work commences within the area. The plans pertaining to this Milestone are marked accordingly and are shown on Sheets G-503 through C-512.

4.03 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 loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. 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), Contractor shall pay Owner \$950 for each day that expires after the time specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete. For each Milestone, Contractor shall pay Owner \$700 for each day that expires after the time specified in Paragraph 4.02.B.1, \$700 for each day that expires after the time specified in Paragraph 4.02.B.2, \$475 for each day that expires after the time specified in Paragraph 4.02.B.3, and \$700 for each day that expires after the time specified in Paragraph 4.02.B.4 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$950 for each day that expires after the time specified in Paragraph 4.02.A above for completion and readiness for final payment until the Work is completed and ready for final payment. In addition, Contractor shall be liable to Owner for all other damages, including, but not limited to attorney’s fees and expenses, additional engineering fees and expenses, and time, costs, and/or expense of Owner’s personnel.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

UNIT PRICE WORK					
PROJECT 1: NE MAPLE STREET					
BID ITEM NUMBER	DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
2.01a	AGGREGATE - ALLEY (WASHED)	TON	5	\$ 42.00	\$210.00
2.03a	AGGREGATE - PIPE BEDDING (NO. 57)	TON	43	\$ 42.00	\$ 1,806.00
2.04a	AGGREGATE - STORAGE AGGREGATE (WASHED NO. 57)	TON	316	\$ 42.00	\$13,272.00
2.05a	CLEARING AND GRUBBING	LS	1	\$ 2,000.00	\$ 2,000.00
2.06a	CURB - RIBBON CURB	LF	230	\$ 30.00	\$ 6,900.00
2.07a	CURB - STRAIGHT CURB	LF	209	\$ 30.00	\$ 6,270.00
2.08a	CURB & GUTTER - REPLACEMENT OF EXISTING	LF	122	\$ 28.00	\$ 3,416.00

2.09a	DEMOLITION AND REMOVAL	LS	1	\$ 5,000.00	\$ 5,000.00
2.11a	DRIVEWAYS OR ENTRANCES - CONCRETE DRIVEWAY/ENTRANCE (8" DEPTH)	SY	27	\$ 72.00	\$ 1,944.00
2.12a	EMBANKMENT	CY	13	\$ 38.00	\$ 494.00
2.13a	EROSION AND SEDIMENT CONTROL	LS	1	\$ 2,500.00	\$ 2,500.00
2.14a	FENCE - WOOD	LF	70	\$ 34.00	\$ 2,380.00
2.15a	GEOGRID	SY	259	\$ 2.70	\$ 699.30
2.16a	GEOTEXTILE (PERMEABLE LINER)	SY	324	\$ 6.50	\$ 2,106.00
2.18a	MILLING - ASPHALT	SY	213	\$ 40.70	\$ 8,669.10
2.19a	MOBILIZATION	LS	1	\$ 3,000.00	\$ 3,000.00
2.20a	OVERLAY - ASPHALT	SY	213	\$ 36.30	\$ 7,731.90
2.21a	PAVEMENT - FULL DEPTH STREET/ASPHALT PAVEMENT	SY	38	\$ 87.00	\$ 3,306.00
2.22a	PERMEABLE PAVERS	SF	2328	\$ 11.60	\$27,004.80
2.27a	SOD (ALL TYPES)	SY	518	\$ 6.65	\$ 3,444.70
2.31a	STORM SEWER PIPING - 10" PVC, PERFORATED	LF	82	\$ 12.00	\$ 984.00
2.32a	STORM SEWER PIPING - 12" PP	LF	20	\$ 15.00	\$ 300.00
2.34a	STORM SEWER PIPING - 12" PVC, PERFORATED	LF	103	\$ 12.00	\$ 1,236.00
2.35a	STORM SEWER PIPING - 15" PP	LF	102	\$ 32.00	\$ 3,264.00
2.39a	STORM SEWER STRUCTURE - 10" PVC CLEANOUT	EA	1	\$ 900.00	\$ 900.00
2.40a	STORM SEWER STRUCTURE - 12" PVC CLEANOUT	EA	2	\$ 1,200.00	\$ 2,400.00
2.41a	STORM SEWER STRUCTURE - 24" NYLOPLAST DRAIN BASIN	EA	1	\$ 1,550.00	\$ 1,550.00
2.42a	STORM SEWER STRUCTURE - 3' x 5' CURB INLET	EA	2	\$ 2,900.00	\$ 5,800.00
2.46a	TRAFFIC CONTROL	LS	1	\$ 2,000.00	\$ 2,000.00
2.48a	WASTE (HAUL OFF)	CY	334	\$ 25.00	\$ 8,350.00

PROJECT 3: SE GRAND AVE

BID ITEM NUMBER	DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
2.02b	AGGREGATE - DECORATIVE GRAVEL (WASHED 2" DIA)	TON	11	\$ 250.00	\$ 2,750.00
2.03b	AGGREGATE - PIPE BEDDING (NO. 57)	TON	60	\$ 42.00	\$ 2,520.00
2.04b	AGGREGATE - STORAGE AGGREGATE (WASHED NO. 57)	TON	441	\$ 42.00	\$18,522.00
2.05b	CLEARING AND GRUBBING	LS	1	\$ 3,500.00	\$ 3,500.00

2.06b	CURB - RIBBON CURB	LF	26	\$ 30.00	\$ 780.00
2.07b	CURB - STRAIGHT CURB	LF	273	\$ 30.00	\$ 8,190.00
2.08b	CURB & GUTTER - REPLACEMENT OF EXISTING	LF	33	\$ 28.00	\$ 924.00
2.09b	DEMOLITION AND REMOVAL	LS	1	\$12,850.00	\$12,850.00
2.11b	DRIVEWAYS OR ENTRANCES - CONCRETE DRIVEWAY/ENTRANCE (8" DEPTH)	SY	58	\$ 72.00	\$ 4,176.00
2.12b	EMBANKMENT	CY	55	\$ 40.00	\$ 2,200.00
2.13b	EROSION AND SEDIMENT CONTROL	LS	1	\$ 5,100.00	\$ 5,100.00
2.15b	GEOGRID	SY	325	\$ 2.70	\$ 877.50
2.16b	GEOTEXTILE (PERMEABLE LINER)	SY	458	\$ 6.50	\$ 2,977.00
2.18b	MILLING - ASPHALT	SY	872	\$ 12.30	\$10,725.60
2.19b	MOBILIZATION	LS	1	\$ 3,000.00	\$3,000.00
2.20b	OVERLAY - ASPHALT	SY	872	\$ 16.65	\$14,518.80
2.21b	PAVEMENT - FULL DEPTH STREET/ASPHALT PAVEMENT	SY	132	\$ 93.00	\$12,276.00
2.22b	PERMEABLE PAVERS	SF	2924	\$ 11.60	\$33,918.40
2.25b	SIDEWALK (4" DEPTH)	SY	8	\$ 63.00	\$ 504.00
2.27b	SOD (ALL TYPES)	SY	567	\$ 6.65	\$ 3,770.55
2.30b	STORM SEWER PIPING - 10" PVC	LF	151	\$ 32.00	\$ 4,832.00
2.31b	STORM SEWER PIPING - 10" PVC, PERFORATED	LF	279	\$ 12.00	\$ 3,348.00
2.32b	STORM SEWER PIPING - 12" PP	LF	49	\$ 45.00	\$ 2,205.00
2.33b	STORM SEWER PIPING - 12" PVC	LF	13	\$ 45.00	\$ 585.00
2.34b	STORM SEWER PIPING - 12" PVC, PERFORATED	LF	64	\$ 13.00	\$ 832.00
2.39b	STORM SEWER STRUCTURE - 10" PVC CLEANOUT	EA	4	\$ 675.00	\$ 2,700.00
2.40b	STORM SEWER STRUCTURE - 12" PVC CLEANOUT	EA	2	\$ 925.00	\$ 1,850.00
2.44b	STORM SEWER STRUCTURE - 4' x 6' CURB INLET	EA	2	\$ 4,200.00	\$ 8,400.00
2.46b	TRAFFIC CONTROL	LS	1	\$ 1,600.00	\$ 1,600.00
2.47b	UNCLASSIFIED EXCAVATION	CY	414	\$ 14.00	\$ 5,796.00
2.48b	WASTE (HAUL OFF)	CY	457	\$ 16.00	\$ 7,312.00

PROJECT 4: SE BINGHAM DR

BID ITEM NUMBER	DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
2.02c	AGGREGATE - DECORATIVE GRAVEL (WASHED 2" DIA)	TON	8	\$ 250.00	\$ 2,000.00

2.03c	AGGREGATE - PIPE BEDDING (NO. 57)	TON	58	\$ 42.00	\$ 2,436.00
2.04c	AGGREGATE - STORAGE AGGREGATE (WASHED NO. 57)	TON	34	\$ 42.00	\$ 1,428.00
2.05c	CLEARING AND GRUBBING	LS	1	\$ 4,000.00	\$ 4,000.00
2.09c	DEMOLITION AND REMOVAL	LS	1	\$ 6,500.00	\$ 6,500.00
2.10c	DRIVEWAYS OR ENTRANCES - CONCRETE DRIVEWAY/ENTRANCE (6" DEPTH)	SY	26	\$ 72.00	\$ 1,872.00
2.12c	EMBANKMENT	CY	35	\$ 40.00	\$ 1,400.00
2.13c	EROSION AND SEDIMENT CONTROL	LS	1	\$ 1,351.00	\$ 1,351.00
2.14c	FENCE - WOOD	LF	15	\$ 38.00	\$ 570.00
2.16c	GEOTEXTILE (PERMEABLE LINER)	SY	34	\$ 6.50	\$ 221.00
2.27c	SOD (ALL TYPES)	SY	203	\$ 6.65	\$ 1,349.95
2.19c	MOBILIZATION	LS	1	\$ 3,000.00	\$ 3,000.00
2.30c	STORM SEWER PIPING - 10" PVC	LF	208	\$ 52.00	\$10,816.00
2.31c	STORM SEWER PIPING - 10" PVC, PERFORATED	LF	45	\$ 14.00	\$ 630.00
2.38c	STORM SEWER STRUCTURE - 10" NYLOPLAST DRAIN BASIN	EA	1	\$ 900.00	\$ 900.00
2.39c	STORM SEWER STRUCTURE - 10" PVC CLEANOUT	EA	3	\$ 1,750.00	\$ 5,250.00
2.47c	UNCLASSIFIED EXCAVATION	CY	94	\$ 18.00	\$ 1,692.00
2.48c	WASTE (HAUL OFF)	CY	68	\$ 22.00	\$ 1,496.00
2.46c	TRAFFIC CONTROL	LS	1	\$ 550.00	\$ 550.00

PROJECT 5: SE BRENTWOOD DR

BID ITEM NUMBER	DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
2.03d	AGGREGATE - PIPE BEDDING (NO. 57)	TON	255	\$ 42.00	\$10,710.00
2.05d	CLEARING AND GRUBBING	LS	1	\$ 4,000.00	\$ 4,000.00
2.08d	CURB & GUTTER - REPLACEMENT OF EXISTING	LF	568	\$ 35.00	\$19,880.00
2.09d	DEMOLITION AND REMOVAL	LS	1	\$28,000.00	\$28,000.00
2.10d	DRIVEWAYS OR ENTRANCES - CONCRETE DRIVEWAY/ENTRANCE (6" DEPTH)	SY	638	\$ 70.00	\$44,660.00
2.12d	EMBANKMENT	CY	216	\$ 40.00	\$ 8,640.00
2.13d	EROSION AND SEDIMENT CONTROL	LS	1	\$ 900.00	\$ 900.00
2.17d	MANHOLE REBUILDING - ADJUST TO GRADE	EA	3	\$ 900.00	\$ 2,700.00
2.18d	MILLING - ASPHALT	SY	2388	\$ 5.30	\$12,656.40
2.19d	MOBILIZATION	LS	1	\$ 3,000.00	\$ 3,000.00
2.20d	OVERLAY - ASPHALT	SY	2388	\$ 12.95	\$30,924.60

2.21d	PAVEMENT - FULL DEPTH STREET/ASPHALT PAVEMENT	SY	220	\$ 93.00	\$20,460.00
2.23d	RETAINING WALL - STONE WALL (REMOVE/REPLACE IN-KIND)	SF	179	\$ 55.00	\$ 9,845.00
2.25d	SIDEWALK (4" DEPTH)	SY	410	\$ 63.00	\$25,830.00
2.27d	SOD (ALL TYPES)	SY	2164	\$ 6.50	\$14,066.00
2.28d	STORM SEWER PIPING - 6" PVC	LF	38	\$ 47.00	\$ 1,786.00
2.29d	STORM SEWER PIPING - 8" PVC	LF	78	\$ 48.00	\$ 3,744.00
2.35d	STORM SEWER PIPING - 15" PP	LF	486	\$ 52.00	\$25,272.00
2.36d	STORM SEWER PIPING - 18" PP	LF	114	\$ 24.00	\$ 2,736.00
2.37d	STORM SEWER STRUCTURE - 8" PVC CLEANOUT	EA	1	\$ 750.00	\$ 750.00
2.43d	STORM SEWER STRUCTURE - 3' x 5' MODIFIED CURB INLET	EA	8	\$ 4,800.00	\$38,400.00
2.45d	STORM SEWER STRUCTURE - TRENCH DRAIN	LF	32	\$ 325.00	\$10,400.00
2.46d	TRAFFIC CONTROL	LS	1	\$ 5,000.00	\$ 5,000.00
2.47d	UNCLASSIFIED EXCAVATION	CY	311	\$ 16.00	\$ 4,976.00
2.48d	WASTE (HAUL OFF)	CY	96	\$ 18.00	\$ 1,728.00
Total all Base Bid plus Alternate Bid Prices (Unit Price Work)				\$ 691,003.60	

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ~~Engineer~~ Owner as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of monthly Payment Applications monthly ~~on or about the 1st day of each month~~ during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of 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 in the General Requirements.

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 Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. 95 percent of Work completed (with the balance being retainage); ~~and. If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~
 - b. 95 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 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 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 tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate as specified by Missouri State Statute, RSMo 34-057. ~~of _____ percent per annum.~~

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (~~except Underground Facilities~~), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; 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 Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that 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 Documents.
- G. 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.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 12, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. General Conditions (pages 1 to 66, inclusive).
 - 5. Supplementary Conditions (pages 1 to 5, inclusive).

6. Specifications as listed in the table of contents of the Project Manual.
7. Drawings consisting of 45 sheets with each sheet bearing the following general title: Stormwater Improvements: Maple St., Grand Ave., Bingham Dr., and Brentwood Ave., Lee's Summit, MO.
8. Exhibits to this Agreement (enumerated as follows):
 - a. Documentation submitted by Contractor prior to Notice of Award.
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.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 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal

representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. 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 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing 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.

10.06 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's Independence Courthouse.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

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

OWNER:

City of Lee's Summit, Missouri

By: _____

Title: City Manager

Approved
as to Form: _____

Title: Chief Council of Infrastructure and
Planning

Address for giving notices:
220 SE Green Street
Lee's Summit, MO 64063

Attest:

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

CONTRACTOR:

Leath & Sons, Inc.

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:
9301 E 63rd Street
Raytown, MO 64133

License No.: _____

(Where applicable)

Agent for service of process:
