

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

## ADDENDUM NO. 4

This Agreement is by and between **the City of Lee's Summit, Missouri** ("Owner") and **Pyramid Contractors, Inc.** ("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: Reconstructing approximately 0.75 miles of Douglas Street between SE 2nd Street and NE Chipman Road. Work also includes construction of 10' shared-use path, 5' sidewalk, storm sewer, curb and gutter, waterline replacement, street light installation and tree planting.

### ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Project No. P-106 – Douglas Complete Street Improvements

### ARTICLE 3—ENGINEER

3.01 The Owner has retained Kimley-Horn and Associates, Inc. ("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, except as described in Paragraph 3.03 of this Agreement.

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 **390** 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. A notice to Proceed may be issued as early as July 1, 2026, or later as mutually agreed upon in writing between Owner and Contractor, with the requirement to complete this milestone within the duration of calendar day as provided for this milestone.
- C. Parts of Work must be substantially completed on or before the following Milestone(s):
  - 1. Milestone 1: All work shall be completed for Phase 1 as shown on plan sheet 120 of 229 within 90 calendar days of the Notice to Proceed.
    - a. Milestone 1a: All work shall be completed in the southern portion of the intersection of SE 2<sup>nd</sup> Street and SE Douglas Street as shown on plan sheet 121A of 229 within 30 calendar days of the date work commences in that area.
    - b. Milestone 1b: All work shall be completed in the northern portion of the intersection of SE 2<sup>nd</sup> Street and SE Douglas Street as shown on plan sheet 121B of 226 within 20 calendar days of the date work commences in that area.

2. Milestone 2: All work shall be completed for Phase 2 as shown on plan sheet 120 of 229 within 110 calendar days of the Notice to Proceed.
  3. Milestone 3: All work shall be completed for Phase 3 as shown on plan sheet 120 of 229 within 90 calendar days of the Notice to Proceed.
  4. Milestone 4: All work shall be completed for Phase 4 as shown on plan sheet 120 of 229 within 100 calendar days of the Notice to Proceed.
- D. Means of milestone verification will include: Signed letter dated before the start of construction from the Owner certifying the Contractor's construction work plan meeting accepted schedule requirements. Signed letter dated after completion of constructions, from the Owner certifying the substantial completion of work.
- E. During the periods of November 23 - 29 and December 21 - January 1, all pedestrian, roadway, water, sanitary and stormwater facilities shall remain fully usable in their existing or newly constructed condition. Contract time will be suspended during these periods.

#### 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 **\$3,625** 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 **\$3,625** 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 **\$3,625** 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.2 will apply, rather than this Milestone rate.
    - b. Contractor shall pay Owner **\$3,625** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone reflected in Paragraph 4.03.B, 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 Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

- 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.

#### 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 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).

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Clearing Grubbing and Demolition	LS	1.00	\$200,000.00	\$200,000.00
2	Demolition and Removal	LS	1.00	\$450,000.00	\$450,000.00
3	Mobilization	LS	1.00	\$425,000.00	\$425,000.00
4	Unclassified Excavation	CY	9,205	\$18.00	\$165,690.00
5	Embankment with Excavated Material	CY	1,068	\$15.00	\$16,020.00
6	Geogrid for Subgrade Stabilization	SY	15,500	\$4.50	\$69,750.00
7	4" MoDOT Type 5 Aggregate Base Course	SY	5,100	\$20.00	\$102,000.00
8	6" MoDOT Type 5 Aggregate Base Course	SY	17,726	\$18.00	\$319,068.00
9	8" Concrete Pavement (KCMMB 4K)	SY	15,500	\$105.00	\$1,627,500.00
10	4" Concrete Sidewalk	SY	2,000	\$70.00	\$140,000.00
11	ADA Ramp (All Types)	EACH	42	\$3,500.00	\$147,000.00
12	6" Concrete Shared-Use Path	SY	3,100	\$75.00	\$232,500.00
13	6" Concrete (Residential Drive)	SY	1,676	\$90.00	\$150,840.00
14	8" Concrete (Commercial Drive)	SY	550	\$85.00	\$46,750.00
15	Curb & Gutter Type CG-1	LF	8,984	\$30.00	\$269,520.00
16	Curb & Gutter Type CG-2	LF	218	\$45.00	\$9,810.00
17	Curb Type C-1	LF	30	\$90.00	\$2,700.00
18	Curb Type C-1 Modified	LF	198	\$45.00	\$8,910.00
19	Curb Type S	LF	112	\$65.00	\$7,280.00
20	Storm Sewer Curb Inlet (8' x 4')	EACH	4	\$9,500.00	\$38,000.00
21	Storm Sewer Curb Inlet (8' x 5')	EACH	1	\$15,000.00	\$15,000.00
22	Storm Sewer Curb Inlet (6' x 4')	EACH	17	\$8,500.00	\$144,500.00
23	Modified Storm Sewer Inlet (6' x 4')	EACH	2	\$12,000.00	\$24,000.00
24	Modified Storm Sewer Inlet (5' x 4')	EACH	7	\$11,000.00	\$77,000.00
25	Modified Storm Sewer Inlet (5' x 5')	EACH	1	\$15,000.00	\$15,000.00
26	Storm Sewer Inlet (5' x 3')	EACH	1	\$8,000.00	\$8,000.00
27	Storm Sewer Junction Box (5')	EACH	9	\$9,000.00	\$81,000.00

28	Storm Sewer Junction Box (7')	EACH	2	\$11,500.00	\$23,000.00
29	Storm Sewer Pipe (15") RCP or PP	LF	959	\$110.00	\$105,490.00
30	Storm Sewer Pipe (18") RCP or PP	LF	604	\$120.00	\$72,480.00
31	Storm Sewer Pipe (24") RCP or PP	LF	1,242	\$130.00	\$161,460.00
32	Storm Sewer Pipe (30") RCP or PP	LF	172	\$145.00	\$24,940.00
33	Storm Sewer Pipe (36") RCP or PP	LF	499	\$180.00	\$89,820.00
34	Storm Sewer Pipe (42") RCP or PP	LF	79	\$240.00	\$18,960.00
35	Storm Sewer Pipe (36") RCP	LF	20	\$240.00	\$4,800.00
36	Storm Sewer Pipe (42") RCP	LF	10	\$350.00	\$3,500.00
37	Pipe Collar for 18" Pipe	EACH	1	\$3,500.00	\$3,500.00
38	Pipe Collar for 30" Pipe	EACH	1	\$4,000.00	\$4,000.00
39	Pipe Collar for 36" Pipe	EACH	1	\$4,500.00	\$4,500.00
40	Pipe Collar for 42" Pipe	EACH	1	\$5,000.00	\$5,000.00
41	Flowable Fill for Abandoned Pipes	CY	40	\$295.00	\$11,800.00
42	Sanitary Sewer Frame and Cover Removal and Replacement	EACH	4	\$2,100.00	\$8,400.00
43	Sanitary Sewer Pipe Encasement	CY	3	\$450.00	\$1,350.00
44	Sod	SY	9,156	\$5.50	\$50,358.00
45	Topsoil	SY	9,156	\$5.00	\$45,780.00
46	1" PVC Water Main	LF	25	\$42.00	\$1,050.00
47	3/4" Copper Water Main Service	LF	2,000	\$48.00	\$96,000.00
48	6" PVC Water Main	LF	114	\$55.00	\$6,270.00
49	8" PVC Water Main	LF	5,271	\$70.00	\$368,970.00
50	6" Gate Valves	EACH	2	\$2,500.00	\$5,000.00
51	8" Gate Valves	EACH	30	\$3,500.00	\$105,000.00
52	8" Water Main 45° Bends	EACH	48	\$900.00	\$43,200.00
53	8" Water Main 11.25° Bends	EACH	5	\$850.00	\$4,250.00
54	8" Water Main 90° Bends	EACH	1	\$1,250.00	\$1,250.00
55	8" X 8" Water Main Tee	EACH	11	\$1,500.00	\$16,500.00
56	6" x 8" PVC Water Main Tee	EACH	10	\$1,300.00	\$13,000.00
57	8" Water Main Cross	EACH	2	\$1,900.00	\$3,800.00
58	6" x 8" Water Main Reducer	EACH	10	\$950.00	\$9,500.00
59	4" x 8" Water Main Reducer	EACH	1	\$900.00	\$900.00
60	10" x 8" Water Main Reducer	EACH	1	\$1,200.00	\$1,200.00
61	12" x 8" Water Main Reducer	EACH	1	\$1,300.00	\$1,300.00
62	8" Water Main Tapping Plug	EACH	1	\$575.00	\$575.00
63	8" Water Main Tapping Sleeve	EACH	1	\$1,500.00	\$1,500.00
64	1" Water Main 45° Bend	EACH	1	\$350.00	\$350.00
65	1" Water Main 90° Bend	EACH	1	\$350.00	\$350.00
66	8" Solid Sleeve	EACH	1	\$675.00	\$675.00
67	6" Water Main Cap	EACH	17	\$440.00	\$7,480.00

68	Water Main Plug	EACH	17	\$92.00	\$1,564.00
69	Water Meter Installations	EACH	45	\$1,410.00	\$63,450.00
70	Straight Set Fire Hydrant	EACH	9	\$8,000.00	\$72,000.00
71	Silt Fence	LF	3,560	\$2.50	\$8,900.00
72	Inlet Protectors	EACH	37	\$200.00	\$7,400.00
73	Junction Box Protectors	EACH	12	\$200.00	\$2,400.00
74	Alternate Ditch Check	SF	20	\$15.00	\$300.00
75	Street Lighting, 14' Pole (P14)	EACH	42	\$1,500.00	\$63,000.00
76	Street Lighting, 30' Pole (P30S)	EACH	2	\$4,600.00	\$9,200.00
77	Street Lighting, Bracket Arm, 6'	EACH	2	\$140.00	\$280.00
78	Street Lighting, Screw-In Base, 14' Pole (B14)	EACH	42	\$1,250.00	\$52,500.00
79	Street Lighting, Concrete Base, 30' Pole	EACH	2	\$2,850.00	\$5,700.00
80	Street Lighting, Post Top LED Luminaire	EACH	42	\$980.00	\$41,160.00
81	Street Lighting, Cobrahead LED Luminaire (Class 1)	EACH	2	\$475.00	\$950.00
82	Street Lighting, 4-Circuit Power Supply Assembly	EACH	2	\$7,200.00	\$14,400.00
83	Street Lighting, Power Supply Concrete Base	EACH	2	\$4,150.00	\$8,300.00
84	Street Lighting, Fiber Optic Pull Box	EACH	10	\$3,750.00	\$37,500.00
85	Street Lighting, Class I Pull Box	EACH	2	\$3,500.00	\$7,000.00
86	Street Lighting, Type II Junction Box	EACH	4	\$1,250.00	\$5,000.00
87	Street Lighting, Type I Junction Box	EACH	3	\$1,250.00	\$3,750.00
88	Street Lighting, 2" HDPE Conduit (Installed)	LF	5,100	\$19.50	\$99,450.00
89	Street Lighting, 2" HDPE Fiber Optic Conduit (Installed)	LF	3,700	\$18.00	\$66,600.00
90	Street Lighting, 3" PVC SCH 40 Conduit (Installed)	LF	75	\$20.00	\$1,500.00
91	Street Lighting, 3c#6 Power Cable	LF	150	\$8.00	\$1,200.00
92	Street Lighting, 3c#8 Street Light Distribution Cable	LF	5,500	\$3.25	\$17,875.00
93	Street Lighting, 3c#10 Street Light Pole & Bracket Cable	LF	950	\$3.25	\$3,087.50
94	Street Lighting, Multi-Tap Connectors	EACH	132	\$60.00	\$7,920.00
95	Street Lighting, Break-Away Fused Connectors	EACH	88	\$135.00	\$11,880.00
96	Street Lighting, Break-Away Non-Fused Connectors	EACH	44	\$140.00	\$6,160.00
97	Pavement Marking, 4" White - High Build Paint	LF	865	\$0.50	\$432.50
98	Pavement Marking, 4" Yellow - High Build Paint	LF	8,615	\$0.50	\$4,307.50
99	Pavement Marking, 6" White - Preformed Thermoplastic	LF	1,045	\$6.00	\$6,270.00
100	Pavement Marking, 12" Yellow - Preformed Thermoplastic	LF	70	\$10.00	\$700.00
101	Pavement Marking, 24" White - Preformed Thermoplastic	LF	277	\$20.00	\$5,540.00
102	Pavement Marking, Arrow Symbol - Preformed Thermoplastic	EACH	10	\$285.00	\$2,850.00
103	Signs (Permanent)	SF	271	\$20.00	\$5,420.00
104	Sign Post (Permanent)	EACH	28	\$475.00	\$13,300.00
105	Traffic Signal, Demolition and Removal	LS	1	\$6,550.00	\$6,550.00
106	Traffic Signal, Pole Relocation	LS	1	\$7,000.00	\$7,000.00
107	Traffic Signal, Pedestal Pole (8')	EACH	7	\$1,500.00	\$10,500.00

108	Traffic Signal, Pole Base (Type B10)	EACH	1	\$6,250.00	\$6,250.00
109	Traffic Signal, Pole Base (Type C)	EACH	7	\$1,660.00	\$11,620.00
110	Traffic Signal, Head (Type H)	EACH	4	\$2,625.00	\$10,500.00
111	Traffic Signal, Head (Type M)	EACH	7	\$940.00	\$6,580.00
112	Traffic Signal, 2" HDPE Conduit	LF	150	\$22.25	\$3,337.50
113	Traffic Signal, 3" HDPE Conduit (Installed)	LF	30	\$40.00	\$1,200.00
114	Traffic Signal, 4" HDPE Conduit (Installed)	LF	280	\$41.00	\$11,480.00
115	Traffic Signal, Class II Pull Box	EACH	1	\$3,500.00	\$3,500.00
116	Traffic Signal, Class III Pull Box	EACH	1	\$4,800.00	\$4,800.00
117	Traffic Signal, Fiber Optic Pull Box	EACH	1	\$4,400.00	\$4,400.00
118	Traffic Signal, 1C#6 Solid Copper Ground Cable	LF	550	\$3.50	\$1,925.00
119	Traffic Signal, 2C#8 Lighting Power Cable	LF	400	\$3.00	\$1,200.00
120	Traffic Signal, 2C#14 Control Cable	LF	1,100	\$3.00	\$3,300.00
121	Traffic Signal, 5C#14 Control Cable	LF	1,100	\$3.00	\$3,300.00
122	Traffic Signal, 7C#14 Control Cable	LF	2,050	\$3.50	\$7,175.00
123	Traffic Signal, APS Pedestrian Pushbutton Detectors	EACH	7	\$1,650.00	\$11,550.00
124	Traffic Signal, Signs	SF	37	\$75.00	\$2,775.00
125	Traffic Signal Equipment Modification	LS	1	\$4,500.00	\$4,500.00
126	Fiber Optic System Modification	LS	1	\$5,500.00	\$5,500.00
127	Traffic Control, Barricades	EACH	65	\$250.00	\$16,250.00
128	Traffic Control, Channelizers	EACH	36	\$45.00	\$1,620.00
129	Traffic Control, Message Boards	EACH	2	\$4,000.00	\$8,000.00
130	Traffic Control, Pavement Marking, 4" White Temporary	LF	545	\$3.00	\$1,635.00
131	Traffic Control, Signing	SF	575	\$12.00	\$6,900.00
132	Trees	EACH	69	\$600.00	\$41,400.00
133	Chain-link Fence 48"	LF	900	\$900.00	\$43,200.00
<b>Total of all Extended Prices for Unit Price Work</b> (subject to final adjustment based on actual quantities)					<b>\$6,994,890.00</b>

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.

## 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 ~~on or about the [ordinal number, such as 5th] day of each month~~ 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).~~
      - 1) ~~If 50 percent or more of the Work has been 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. ~~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.~~
- C. In accordance with the Missouri Prompt Pay Act (8.960 RSMo), the Owner may withhold payment for any of the following reasons, or as determined by the engineer.
1. Liquidated damages
  2. Unsatisfactory job progress
  3. Defective construction work or material not remedied
  4. Disputed work
  5. Failure to comply with any material provision of the contract
  6. Third party claims filed or reasonable evidence that a claim will be filed
  7. Failure to make timely payments for labor, equipment or materials
  8. Damage to a contractor, subcontractor or material supplier
  9. Reasonable evidence that a subcontractor or material supplier cannot be fully compensated under its contract with the contractor for the unpaid balance of the contract sum

10. Citation by the enforcing authority for acts of the contractor or subcontractor which do not comply with any material provision of the contract and which result in a violation of any federal, state or local law, regulation or ordinance applicable to that project causing additional costs or damages to the owner.

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 8.960.

**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 **219** sheets with each sheet bearing the following general title: Douglas Street Improvements
  7. Addenda (numbers **1** to **4**, inclusive).
  8. 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.
    - e. Warranty Bond, if any.
  9. Price Indexing Statements, C-605

- 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 \_\_\_\_\_, **2026** (which is the Effective Date of the Contract).

Owner:

Contractor:

**City of Lee's Summit, Missouri**

*(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:

Mark Dunning

*(typed or printed)*

Name:

\_\_\_\_\_

*(typed or printed)*

Title:

City Manager

*(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:

City Clerk

*(typed or printed)*

Title:

\_\_\_\_\_

*(typed or printed)*

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Designated Representative:

Name:

George M. Binger III

*(typed or printed)*

Name:

\_\_\_\_\_

*(typed or printed)*

Title:

City Engineer

*(typed or printed)*

Title:

\_\_\_\_\_

*(typed or printed)*

Address:

Address:

220 SE Green Street

Lee's Summit, MO 64063

Phone:

816.969.1800

Phone:

\_\_\_\_\_

Email:

\_\_\_\_\_

Email:

\_\_\_\_\_

APPROVED AS TO FORM:

License No.:

*(where applicable)*

\_\_\_\_\_  
Office of the City Attorney

State:

\_\_\_\_\_