

CONSTRUCTION AGREEMENT

PROJECT: "WELCOME TO" NORTH MONUMENT SIGN

THIS AGREEMENT, made and entered into this 1 day of June, 2017, by and between the Lee's Summit, Missouri Municipal Building Authority (hereinafter the "Authority") and MEGA Industries Corporation, (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the Authority has prepared or caused to be prepared specifications, plans, and other contract documents for the work herein described, for furnishing materials, labor and equipment for, and in connection with the construction of a "Welcome To" north monument sign to be located on the west side of Interstate 470, just north of Lakewood Boulevard, between the main line and southbound off-ramp (hereinafter the "North Monument"), the work in accordance with the terms of this Contract, and,

WHEREAS, the Authority and Contractor desire to enter into an agreement to provide construction services for the construction of the North Monument.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that the parties to these presents, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, have agreed and hereby agree the Authority for itself and its successors and assigns and the Contractor for itself, himself, or themselves, its, his or their successors and assigns, or its, his or their executors and administrators as follows:

ARTICLE I. WORK.

- a. The Contractor shall construct a North Monument on property owned by the Missouri Highways and Transportation Commission (hereinafter the "Commission") as indicated in Exhibit(s) A, B, & C attached hereto and incorporated by reference, pursuant to the plans and specifications as referred to herein.
- b. That the Contractor will furnish, at his own cost and expense, all superintendence, labor, tools, equipment and materials required, and complete in a good first class and workmanlike manner, the work as designated, described and required by the specifications for this project and with all work to be done to the entire satisfaction of the Authority.
- c. All work by Contractor shall be done in accordance with the plans and specifications submitted to Contractor by the Authority.

ARTICLE II. PAYMENT.

- a. That the Authority will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the base price stipulated in the

contractor's proposal for the work completed subject to additions and deductions agreed upon in writing by both the Contractor and the Authority. The total contract price for work included in the Contract is the lump sum of \$123,903.30, for all work covered by Contractor's proposal. Payment to the Contractor shall be made based on monthly invoices to Authority by Contractor and will be based on estimated percent complete. A 5% retainage will be withheld until final completion and acceptance by the Authority.

- b. The Contractor will look solely to the Authority for payments pursuant to the construction contract, including, but not limited to payments for base contract work and change order work, and for claims pursuant to the contract or for breach thereof, and confirming that Contractor shall have no claim rights against the Commission or the City, or their employees, agents, successors, or assigns.
- c. Contractor's work on the North Monument will comply with all applicable Federal, State and local laws, ordinances and regulations.

ARTICLE III. INSPECTION AND WARRANTY

- a. The Commission's agents and employees will be authorized to inspect the work on the North Monument and to approve or disapprove such work in the same manner as if the construction contract has been entered into between the Contractor and the State of Missouri acting by and through the Commission. The Commission agrees that all such inspections shall be conducted in a timely and reasonable manner.
- b. The City of Lee's Summit's (hereinafter the "City") agents and employees will be authorized to inspect the work on the North Monument.
- c. The Contractor warrants that the project will be constructed in a good and workmanlike manner and free from defects in material and workmanship for a period of one year following the date of final payment. Defective work or materials found to exist within the one-year warranty period shall be removed immediately and replaced by Contractor in a manner acceptable to the current owner of the North Monument. If Contractor does not do so, the current owner may correct the defect and hold Contractor liable for all expenses in doing so. This warranty shall extend to whomever has ownership of the North Monument within the one-year period.

ARTICLE IV. The Contractor shall deliver to the Missouri Department of Transportation prior to commencement of work on the North Monument, a Ten Thousand Dollar (\$10,000.00) cash bond/deposit, assuring the Authority, the City, the Commission, and State of Missouri shall be named as obligees therein, as their interests may appear, which shall be used to ensure (1) performance of all contractual obligations, (2) payment for all related labor, materials, and costs, and payment for any demolition or restoration costs in the event of default under this Agreement. The bond requirement set forth herein does not render the North Monument construction project a public works project.

ARTICLE V. That the Contractor will commence work after receiving a signed Notice to Proceed and will complete all work covered by this contract within 120 consecutive calendar days, from and after said date of Notice to Proceed. Weather delays that extend beyond the 120 days shall be addressed on a case by case basis. Contract extensions shall be mutually agreed upon by the Authority and the Contractor.

ARTICLE VI. At all times during the construction or maintenance of the North Monument, Contractor shall construct and maintain the North Monument in a manner that will not injure or damage the paved highway facility area or any of Commission property adjacent thereto, unless as specified herein. After construction of the North Monument, Contractor will restore the unpaved property to its original condition, as determined by the Commission District Engineer. Disturbed areas will be fine graded, seeded, mulched or sodded by Contractor.

ARTICLE VII. Authority may terminate this Agreement with ten (10) days written notice upon any breach of the terms and provisions of this Agreement.

ARTICLE VIII. Prevailing Wage Applies to this Contract. The wages for all work under this contract shall comply with requirements of the Prevailing Wage Law of the State of Missouri, Missouri Public Law 290.210. Contractor shall provide certified copies of payroll with each invoice. No less than the prevailing hourly rate of wages specified shall be paid to all workers employed by contractor and any subcontractor under him. Contractor shall forfeit as a penalty as provided by Law, ten (\$10.00) dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the said rate for work done. Final payment is contingent upon receipt by the Authority of an executed affidavit, attached hereto, stating that the Contractor has fully complied with the prevailing wage law. No final payment can be made unless and until this affidavit is filed in proper form and order.

ARTICLE IX. INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Contractor shall defend, indemnify and hold harmless the Authority, City and Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of that party's wrongful or negligent performance of its obligations under this Agreement.

(B) Contractor shall procure the following:

(1) A no cost permit from the Commission's district engineer, or district engineer's authorized representative, prior to working on the Commission's property, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer, or district engineer's authorized representative, will not be required for work outside of the Commission's property); and

(2) Commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, the Missouri Department of Transportation and its employees, the Authority, and

the City of Lee's Summit, Missouri, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. Workers' Compensation and Employer's Liability shall meet statutory requirements.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

ARTICLE X. Contractor for itself, its representatives, and successors in interest, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the property that no person on the grounds of race, color, religion, creed, national origin, disability, sex or age shall be denied the benefits of or otherwise be subjected to discrimination in the construction of the North Monument.

ARTICLE XI. Any change in this Agreement, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Authority and the Contractor.

ARTICLE XII. The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

ARTICLE XIII. If any clause or provision of this Agreement is found to be void or unenforceable by a court or district of proper jurisdiction, then the remaining provisions not void or unenforceable shall remain in full force and effect.

ARTICLE XIV. The Contractor's and Authorities obligations under this Agreement shall survive the completion of the terms of this Agreement.

ARTICLE XV. This Agreement may be pleaded as a full and complete defense to any subsequent action or other proceeding arising out of, or relating to, or having anything to do with, any and all claims, counterclaims, issues, defenses or other matters released and discharged by this Agreement. This Agreement may also be used to abate any such action or other proceedings and as the basis of a counterclaim for damages.

ARTICLE XVI. This Agreement shall be construed according to the laws of the State of Missouri.

ARTICLE XVII. Contractor shall comply with all local ordinances, state and federal laws and regulations relating to the performance of this Agreement.

ARTICLE XVIII. It is agreed by the parties that any action at law, suit in equity, or other

judicial proceeding to enforce or construe this Agreement, or respecting its alleged breach, shall be instituted only in the Circuit Court of Jackson County, Missouri.

ARTICLE XIX. All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

ARTICLE XX. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the Lee's Summit, Missouri Municipal Building Authority
Attention: Brad Cox, President
220 SE Green Street
Lee's Summit, Missouri 64063

With copy to:
City of Lee's Summit, Missouri
Attention: Brian Head, City Attorney
220 SE Green Street
Lee's Summit, MO 64063

- (B) To Contractor:
Attention: Brian Gordon
MEGA Industries Corporation
1419 Iron Street
North Kansas City, MO 64116

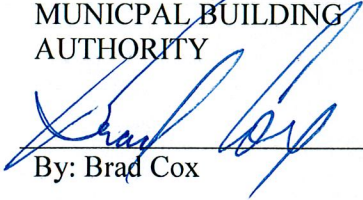
or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

ARTICLE XXI. If during the commencement of the Work, it is determined it is not feasible to further proceed with the project due to infeasibility of conditions on the proposed site of the North Monument, then Contractor shall be entitled for payment for services rendered to that point.

ARTICLE XXII. This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

IN WITNESS, the Authority and Contractor have caused this Contract to be executed in the prescribed form and manner, the day and year first above written and counterparts of this Contract have been delivered to City and Contractor.

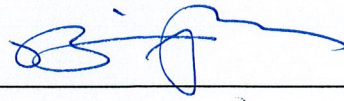
LEE'S SUMMIT, MISSOURI
MUNICIPAL BUILDING
AUTHORITY


By: Brad Cox

Title: President

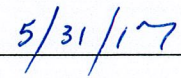

Date:

MEGA INDUSTRIES CORPORATION
CONTRACTOR


By:

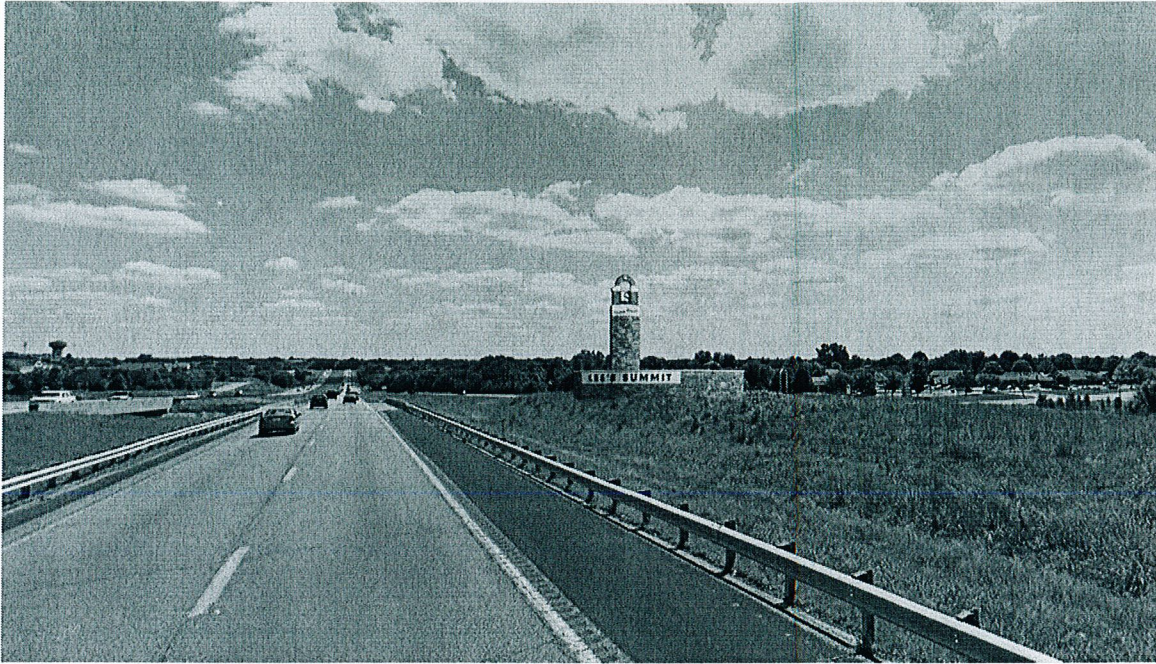
Brian Gordon President

Title:


Date:

(Affix Company Seal If Incorporated)

Exhibit A - Graphical Rendering



(Southbound I-470)

Exhibit B - Location Map from the Executed Missouri Highways & Transportation Commission License Agreement

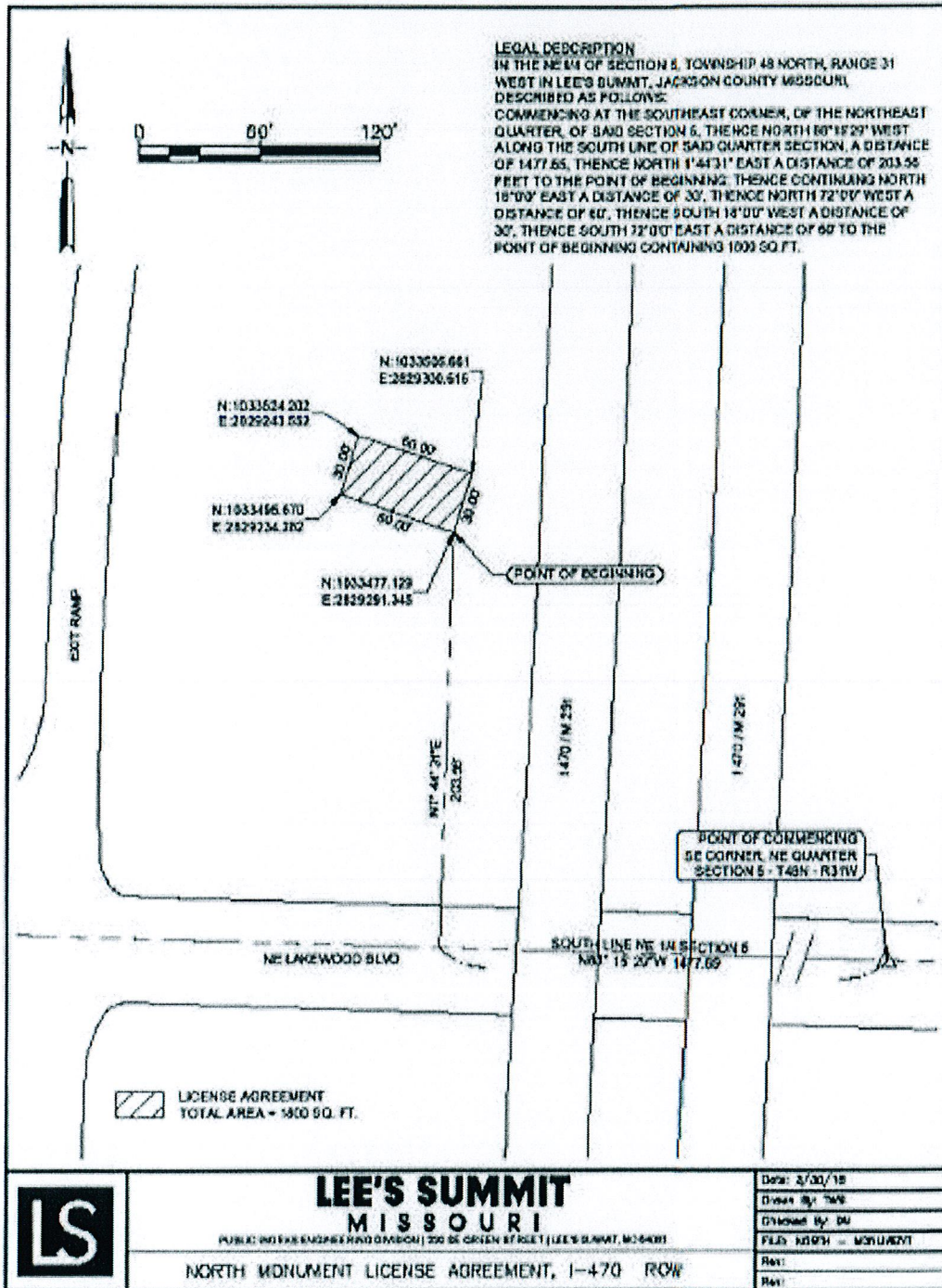


Exhibit C - Bid Plans

GATEWAY 3 MONUMENT

City of Lee's Summit, MO Interstate 470 & Bowlin Road

INDEX OF DRAWINGS

GENERAL
8000 COVER SHEET

ARCHITECTURE
A100 FLOOR PLAN & DETAILS

MASTER KEYNOTE LEGEND

Lee's Summit Gateway 3
City of Lee's Summit, MO
Interstate 470 & Bowlin Road

G000

COVER SHEET

VICINITY MAP

A1 Scale: 1/8" = 1'-0" Size: Plan

A1 Scale: 1/8" = 1'-0" Size: Section

A5 Scale: 1/8" = 1'-0" Size: Section

MASTER KEYNOTE LEGEND

Lee's Summit Gateway 3
City of Lee's Summit, MO
Interstate 470 & Bowlin Road

A100

FLOOR PLAN & DETAILS

G5 Scale: 1/8" = 1'-0" Size: Section Detail

G9 Scale: 1/8" = 1'-0" Size: Plan

A9 Scale: 1/8" = 1'-0" Size: Elevation

GENERAL ARCHITECTURAL NOTES

1. Provide 1/2" diameter rebar at 12" o.c. in all walls.
2. Provide 1/2" diameter rebar at 12" o.c. in all slabs.
3. Provide 1/2" diameter rebar at 12" o.c. in all foundations.
4. Provide 1/2" diameter rebar at 12" o.c. in all columns.
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