

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 **Emery Sapp & Sons, 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: **Widen and reconstruct Chipman Road from View High Drive to Bent Tree Drive as a two and three lane facility with sidewalks, shared use path, streetlighting, traffic signal, pavement markings; an enclosed storm drainage system; relocation and/or upsizing of water and sewer lines; and replacement of a one lane railroad bridge with a new pedestrian bridge.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Chipman Road Improvements Project from View High Drive to Bent Tree Drive, Project No. 73.**

ARTICLE 3—ENGINEER

3.01 The Owner has retained **Wilson & Company, 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

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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 **545** 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**.

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 **\$4,300** 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 **\$950** for each day that expires after such time until the Work is completed and ready for final payment.

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3. *Milestones:*

a. Contractor shall pay Owner **\$950** 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.

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 Code	Item Description	UofM	Quantity	Unit Price	Extension
1	Mobilization	LS	1	\$541,700.00	\$541,700.00
2	Contractor Furnished Staking	LS	1	\$118,939.00	\$118,939.00
3	Clearing and Grubbing	LS	1	\$105,584.00	\$105,584.00
4	Removal of Existing Structures	LS	1	\$316,505.00	\$316,505.00
5	Embankment	CY	47303	\$4.50	\$212,863.50
6	Unclassified Excavation	CY	23802	\$5.80	\$138,051.60
7	Contractor Furnished Borrow	CY	23501	\$12.90	\$303,162.90
8	Geogrid For Subgrade Stabilization	SY	23527	\$2.50	\$58,817.50
9	4" Untreated Compacted Aggregate Base	SY	8166	\$10.30	\$84,109.80
10	6" Untreated Compacted Aggregate Base	SY	23527	\$10.00	\$235,270.00
11	8" Concrete Pavement (KCMMB 4K)	SY	3476	\$96.30	\$334,738.80
12	9" Concrete Pavement (KCMMB 4K)	SY	16560	\$95.20	\$1,576,512.00
13	4" Concrete Sidewalk	SY	3150	\$61.60	\$194,040.00
14	6" Concrete Shared Use Path	SY	4878	\$74.60	\$363,898.80
15	6" Sidewalk Ramps	EA	17	\$2,642.00	\$44,914.00
16	6" Concrete Driveway	SY	2108	\$79.70	\$168,007.60
17	8" Concrete Driveway	SY	467	\$96.60	\$45,112.20
18	6" Driveway (Gravel)	SY	563	\$10.50	\$5,911.50

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19	4" Concrete Ditch Paving (Ret. Walls)	SY	1210	\$85.20	\$103,092.00
20	Pavement Patch or Repair	SY	141	\$89.40	\$12,605.40
21	Pipe Edge Drains	LF	1443	\$17.90	\$25,829.70
22	Curb Replacement (Sidewalk Ramp)	LF	40	\$38.20	\$1,528.00
23	Curb & Gutter Type CG-1	LF	9159	\$9.20	\$84,262.80
24	Curb & Gutter Type CG-2	LF	1478	\$9.90	\$14,632.20
25	4' x 4' Curb Inlet	EA	26	\$6,205.00	\$161,330.00
26	5' x 4' Curb Inlet	EA	4	\$7,413.00	\$29,652.00
27	5' x 5' Curb Inlet	EA	1	\$9,982.00	\$9,982.00
28	6' x 4' Curb Inlet	EA	2	\$8,374.00	\$16,748.00
29	6' x 5' Curb Inlet	EA	1	\$9,779.00	\$9,779.00
30	4' x 7' Curb Inlet (Special)	EA	1	\$11,469.00	\$11,469.00
31	6' x 6' Curb Inlet (Special)	EA	1	\$14,078.00	\$14,078.00
32	4' x 4' Curb Inlet (Special-2)	EA	2	\$6,729.00	\$13,458.00
33	4' x 4' Field Inlet	EA	2	\$6,841.00	\$13,682.00
34	5' x 4' Field Inlet	EA	1	\$6,519.00	\$6,519.00
35	6' x 4' Field Inlet	EA	1	\$8,434.00	\$8,434.00
36	4' x 5' Field Inlet (Special)	EA	3	\$7,784.00	\$23,352.00
37	6' x 5' Field Inlet (Special)	EA	1	\$9,541.00	\$9,541.00
38	7' x 6' Grate Inlet (Special)	EA	1	\$13,327.00	\$13,327.00
39	4' x 4' Junction Box (Special-1)	EA	2	\$6,391.00	\$12,782.00
40	4' x 5' Junction Box (Special-1)	EA	2	\$8,798.00	\$17,596.00
41	5' x 7' Junction Box (Special-1)	EA	2	\$9,879.00	\$19,758.00
42	6' x 4' Junction Box (Special-1)	EA	1	\$9,013.00	\$9,013.00
43	4' x 7' Junction Box (Special-2)	EA	2	\$12,427.00	\$24,854.00
44	7' x 7' Junction Box (Special-2)	EA	1	\$15,318.00	\$15,318.00
45	15" RCP Storm Sewer Pipe	LF	1310	\$59.30	\$77,683.00
46	18" RCP Storm Sewer Pipe	LF	1006	\$65.50	\$65,893.00
47	24" RCP Storm Sewer Pipe	LF	100	\$131.90	\$13,190.00
48	30" RCP Storm Sewer Pipe	LF	635	\$137.00	\$86,995.00
49	36" RCP Storm Sewer Pipe	LF	495	\$120.30	\$59,548.50
50	48" RCP Storm Sewer Pipe	LF	449	\$189.70	\$85,175.30
51	54" RCP Storm Sewer Pipe	LF	463	\$243.30	\$112,647.90
52	15" RC End Section	EA	10	\$1,330.40	\$13,304.00
53	24" RC End Section	EA	2	\$2,090.60	\$4,181.20
54	36" RC End Section	EA	1	\$2,797.10	\$2,797.10
55	48" RC End Section	EA	1	\$3,651.10	\$3,651.10
56	54" RC End Section	EA	2	\$4,267.40	\$8,534.80
57	Connection to Ex. Structure	EA	2	\$2,895.40	\$5,790.80
58	Approach Slab (Chipman)	SY	248	\$486.30	\$120,602.40
59	Barrier Curb	LF	284	\$183.80	\$52,199.20

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60	Barrier Curb Transition (25')	EA	4	\$2,902.00	\$11,608.00
61	22" Handrail	LF	314	\$167.30	\$52,532.20
62	10" Handrail	LF	284	\$134.20	\$38,112.80
63	48" Handrail	LF	2518	\$177.00	\$445,686.00
64	Split Rail Fence	LF	24	\$121.40	\$2,913.60
65	Barbed Wire Fence	LF	737	\$20.20	\$14,887.40
66	Barbed Wire Fence (Gate)	EA	1	\$756.00	\$756.00
67	Modular Block Retaining Wall	SYF	1397	\$762.50	\$1,065,212.50
68	Temporary Erosion Control	LS	1	\$92,468.00	\$92,468.00
69	Rip Rap D50 = 12", 2 ft	SY	24	\$51.20	\$1,228.80
70	Rip Rap D50 = 24", 4 ft	SY	204	\$87.70	\$17,890.80
71	Erosion Control Blanket (Class 1, Type C)	SY	3877	\$1.70	\$6,590.90
72	Erosion Control Blanket (Class 2, Type E)	SY	1716	\$10.40	\$17,846.40
73	Erosion Control Blanket (Class 2, Type G)	SY	3371	\$10.40	\$35,058.40
74	Seed (Turf Areas)	AC	15.6	\$2,850.00	\$44,460.00
75	Seed (Low Use Areas)	AC	25.9	\$3,754.00	\$97,228.60
76	Seed (Native Grasses)	AC	9.5	\$1,524.00	\$14,478.00
77	Seed (Pasture Areas)	AC	3.5	\$2,484.00	\$8,694.00
78	Sod	SY	9440	\$6.80	\$64,192.00
79	B8 Base (Concrete Traffic Signal 1 Mast Arm)	EA	3	\$7,633.00	\$22,899.00
80	C Base (Ped Pole)	EA	4	\$3,190.00	\$12,760.00
81	Base (Traffic Signal Controller Pad)	EA	1	\$5,815.00	\$5,815.00
82	Pull Boxes (Type I)	EA	5	\$2,857.00	\$14,285.00
83	Pull Boxes (Type II)	EA	2	\$3,568.00	\$7,136.00
84	Signal Cable (3c-6)	LF	26	\$11.90	\$309.40
85	Signal Cable (7c-14)	LF	2506	\$3.70	\$9,272.20
86	Ped Signal Cable (5c-14):	LF	1294	\$3.30	\$4,270.20
87	Ped Signal Cable (2c-14):	LF	1254	\$2.60	\$3,260.40
88	Conduit (2" PVC)	LF	58	\$18.10	\$1,049.80
89	Conduit (3" PVC)	LF	149	\$26.00	\$3,874.00
90	Conduit (4" PVC)	LF	493	\$45.20	\$22,283.60
91	Emergency Vehicle Detection System	LS	1	\$15,684.00	\$15,684.00
92	Radar Detection System	LS	1	\$49,597.00	\$49,597.00
93	PTZ Camera	LS	1	\$10,411.00	\$10,411.00
94	Push Button Detector	EA	6	\$1,750.00	\$10,500.00
95	Traffic Signal Controller Assembly	EA	1	\$50,280.00	\$50,280.00
96	Power Supply Assembly (Traffic Signal)	EA	1	\$4,494.00	\$4,494.00
97	Traffic Signal Heads	EA	10	\$1,648.00	\$16,480.00
98	Pedestrian Signal Heads	EA	6	\$1,219.00	\$7,314.00

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99	Traffic Signal Pole (1 Mast Arm)	EA	3	\$20,607.00	\$61,821.00
100	Pedestrian Signal Pole	EA	4	\$1,389.00	\$5,556.00
101	LED Street Name Sign	EA	3	\$4,381.00	\$13,143.00
102	LED Street Name Sign Cable	LF	825	\$2.90	\$2,392.50
103	Permanent Signs	SF	23	\$50.20	\$1,154.60
104	Unite Fiber Splices	LS	1	\$621.00	\$621.00
105	Base (Screw-In Anchor Type B40S)	EA	16	\$1,597.00	\$25,552.00
106	Base (Concrete Type P40S)	EA	9	\$3,952.00	\$35,568.00
107	Base (Power Assembly Street Light)	EA	2	\$4,404.00	\$8,808.00
108	Bracket Arm (15')	EA	4	\$835.00	\$3,340.00
109	Bracket Arm (6')	EA	21	\$694.00	\$14,574.00
110	Break Away Connector (11")(Fused - 8 AMP)	EA	16	\$130.00	\$2,080.00
111	Break Away Connector (11")(Fused - 6 AMP)	EA	34	\$130.00	\$4,420.00
112	Break Away Connector (11")(Non-Fused)	EA	25	\$117.00	\$2,925.00
113	Cable (#8 AWG)	LF	10300	\$2.30	\$23,690.00
114	Cable (#6 AWG)	LF	4967	\$2.20	\$10,927.40
115	Conduit (2" PVC)	LF	5221	\$23.70	\$123,737.70
116	Conduit (3" PVC)	LF	83	\$31.60	\$2,622.80
117	Luminaire (200W LED)	EA	21	\$536.00	\$11,256.00
118	Luminaire (250W LED)	EA	4	\$548.00	\$2,192.00
119	4-Circuit Power Supply (pad mounted)	EA	2	\$5,042.00	\$10,084.00
120	Class 1 Pull Box	EA	2	\$1,072.00	\$2,144.00
121	Street Light Pole Type P40S	EA	25	\$3,771.00	\$94,275.00
122	Type 1 Junction Box	EA	4	\$1,005.00	\$4,020.00
123	Power Supply Assembly (Street Lights)	EA	2	\$2,032.00	\$4,064.00
124	4" Solid White Line	LF	3673	\$0.30	\$1,101.90
125	4" Broken Yellow Line	LF	2886	\$0.30	\$865.80
126	4" Solid Yellow Line	LF	12182	\$0.30	\$3,654.60
127	6" Solid White Line	LF	81	\$0.30	\$24.30
128	12" Solid Yellow Line	LF	394	\$6.50	\$2,561.00
129	24" Crosswalk Line	LF	126	\$12.40	\$1,562.40
130	24" Stop Bar	LF	110	\$12.40	\$1,364.00
131	Symbol (Left Turn Arrow)	EA	25	\$299.00	\$7,475.00
132	Symbol (Right Turn Arrow)	EA	7	\$299.00	\$2,093.00
133	Permanent Signs	SF	154	\$20.30	\$3,126.20
134	Permanent Sign Post	EA	16	\$325.00	\$5,200.00
135	Temporary Traffic Control	LS	1	\$28,229.00	\$28,229.00
136	Adjust 6' Manhole	EA	2	\$9,078.00	\$18,156.00
137	4' Dia. Sanitary Sewer Manhole	EA	6	\$7,768.00	\$46,608.00

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138	5' Dia. Sanitary Sewer Manhole	EA	1	\$18,543.00	\$18,543.00
139	6' Dia. Sanitary Sewer Manhole (Shallow)	EA	1	\$18,641.00	\$18,641.00
140	8" PVC Sanitary Sewer Pipe	LF	1083	\$72.10	\$78,084.30
141	Encasement (Reinforced Concrete)	LF	40	\$142.80	\$5,712.00
142	Sanitary Sewer Wye and Service Connection	EA	1	\$3,477.00	\$3,477.00
143	6" C900 DR14/PC305 PVC Water Main Incl. Fittings	LF	220	\$79.70	\$17,534.00
144	8" C900 DR14/PC305 PVC Water Main Incl. Fittings	LF	379	\$114.80	\$43,509.20
145	12" C900 DR14/PC305 PVC Water Main Incl. Fittings	LF	3047	\$124.70	\$379,960.90
146	12" C900 DR18/PC235 PVC Water Main Incl. Fittings	LF	4658	\$100.30	\$467,197.40
147	12" DIP (Insulated) Water Main Incl. Fittings	LF	120	\$677.30	\$81,276.00
148	12" DIP Water Main Incl. Fittings	LF	140	\$263.00	\$36,820.00
149	6" Gate Valves	EA	1	\$2,289.00	\$2,289.00
150	8" Gate Valves	EA	3	\$2,909.00	\$8,727.00
151	12" Butterfly Valves	EA	17	\$3,770.00	\$64,090.00
152	Blowoff Valve Assembly	EA	2	\$2,225.00	\$4,450.00
153	Bridge Attachment	LS	1	\$107,611.00	\$107,611.00
154	Hydrant Assembly	EA	14	\$8,832.00	\$123,648.00
155	Water Meter Installations	EA	23	\$2,837.00	\$65,251.00
				Base Bid Total:	\$10,666,582.60
156	Approach Slab (Ped. Bridge)	SY	27	\$539.10	\$14,555.70
157	Class B Concrete - Substructure (Ped. Bridge)	CY	20	\$3,321.90	\$66,438.00
158	100' Prefab. Steel Truss (Ped. Bridge)	EA	1	\$186,791.00	\$186,791.00
159	Pile Point Reinforcement (Ped. Bridge)	EA	6	\$119.00	\$714.00
160	Pipe Pile Spacer (Ped. Bridge)	EA	6	\$2,572.00	\$15,432.00
161	Galvanized Structural Steel Piles (10 in.) (Ped. Bridge)	LF	336	\$113.70	\$38,203.20
162	Modular Block Retaining Wall (Ped. Ret. Walls)	SYF	77	\$770.30	\$59,313.10
163	4" Concrete Ditch Paving (Ped. Ret. Walls)	SY	62	\$94.00	\$5,828.00
				Alternate 1 Total:	\$387,275.00
				Total:	\$11,053,857.60

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 Owner.

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 8.960.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:

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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 **327** sheets with each sheet bearing the following general title:

City Project No. 73-3221
Chipman Road Improvements
 7. Addenda (numbers **[number]** to **[number]**, 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. Exhibits to this Agreement (enumerated as follows):
 - a. Price Indexing Statements, Section 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.

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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.

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- 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.

Exhibit A

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

This Agreement will be effective on [indicate date on which Contract becomes effective] (which is the Effective Date of the Contract).

Owner:

City of Lee's Summit, Missouri
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: City Manager
(typed or printed)

Attest: _____
(individual's signature)

Title: City Clerk
(typed or printed)

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

Designated Representative:

Name: George M. Binger III
(typed or printed)

Title: City Engineer
(typed or printed)

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

Phone: 816-969-1800

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.)

Contractor:

Emery Sapp & Sons, Inc.
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(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)

Title: _____
(typed or printed)

Address for giving notices:
2301 Interstate 70 Drive NW
Columbia, MO 65202

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:
2301 Interstate 70 Drive NW
Columbia, MO 65202

Phone: 573-445-8331

Email: _____

License No.: _____
(where applicable)

State: _____