

Lee's Summit Municipal Airport
 Rehabilitation of Runway 11-29,
 Taxiway B and Taxiway C
 State Project No. 22-109A-1

FORM OF CONTRACT AGREEMENT

City of Lee's Summit, Missouri
 State Block Grant Project No. 22-109A-1

THIS AGREEMENT, made as of this _____ day of _____, 20_____, is

BY AND BETWEEN

the OWNER: Name: **City of Lee's Summit, Missouri**
 Address: **220 SE Green Street**
 City/State/Zip Code: **Lee's Summit, MO 64063**

And the CONTRACTOR: Name: _____
 Address: _____
 City/State/Zip Code: _____

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at **Lee's Summit Municipal Airport** generally described as follows;

Rehabilitation of Runway 11-29, Taxiway B and Taxiway C

hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 – Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Provisions, Supplementary Provisions, Specifications, Drawings, all issued addenda, Notice to Bidders, Instructions to Bidders, Proposal and associated attachments, Performance Bond, Payment Bond, Wage Rate Determinations, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

§ Six hundred fourteen thousand four hundred ninety-eight dollars and forty-five cents (\$ 614,498.45)
 (Amount in Written Words) (Amount in Numerals)

subject to the following;

- a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement;
- b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;
- c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S RPR;
- d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the RPR for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice to Proceed. CONTRACTOR further agrees to complete said work within **ninety (90)** Calendar Days of the commencement date stated within the Notice to Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages

The CONTRACTOR and OWNER understand and agree that time is of the essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of **Nine Hundred Dollars (\$900.00)** per day for each calendar day required in excess of the authorized Contract Time. Furthermore, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal amount per day listed in the below table for each calendar day each Phase exceeds the authorized Contract Time.

Schedule	Liquidated Damages Cost	Allowed Construction Time
Entire Project Duration	\$900 per calendar day	21 Calendar Days
Phase 1	\$900 per calendar day	1 Calendar Day
Phase 2	\$900 per calendar day	19 Calendar Days
Phase 3A	\$900 per calendar day	1 Calendar Day
Phase 3B	\$500 per hour	2 Hours (6pm-8pm closure)

Furthermore, the CONTRACTOR understands and agrees that;

- a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
- b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR’S Representations

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal Form shall apply under this Agreement as if fully rewritten herein.

Article 8 – CONTRACTOR’S Certifications

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein. The CONTRACTOR further certifies the following;

- a. **Certification of Eligibility (29 CFR Part 5.5)**
 - i. By Entering into this contract, the CONTRACTOR certifies that neither he or she nor any person or firm who has an interest in the CONTRACTOR’S firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
 - ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
 - iii. The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C.

- b. **Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)**

The federally-assisted construction CONTRACTOR certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The BIDDER certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom,

or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

Article 9 – Miscellaneous

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;
- b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or RPR;
- c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;
- d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 10 – OWNER'S Representative

The OWNER'S Representative, herein referred to as RPR, is defined as follows:

CRAWFORD, MURPHY & TILLY, INC.
1627 MAIN STREET, SUITE 600
KANSAS CITY, MO 64108

Said RPR will act as the OWNER'S representative and shall assume all rights and authority assigned to the RPR as stated within the Contract Documents in connection with the completion of the Project Work.

Lee's Summit Municipal Airport
Rehabilitation of Runway 11-29,
Taxiway B and Taxiway C
State Project No. 22-109A-1

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed five (5) copies of this Agreement on the day and year first noted herein.

OWNERName: City of Lee's Summit, MissouriAddress: 220 SE Green StreetLee's Summit, MO 64063

By: _____

*Signature*_____
*Print Name*_____
*Title of Representative***CONTRACTOR**Name: Scodeller Construction Inc.Address: 51722 Grand River AvenueWixom, MI 48393

By: _____

*Signature*_____
*Print Name*_____
*Title of Representative***ATTEST**

By: _____

*Signature*_____
*Print Name*_____
Title

By: _____

*Signature*_____
*Print Name*_____
*Title***ATTEST:**

By: _____

*Signature*_____
*Print Name*_____
Title