

EXHIBIT A

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 **MegaKC Corporation** ("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: includes, but is not necessarily limited to, widen and reconstruct Jefferson Street from Persels Road to Oldham Parkway as a two and three lane facility with sidewalks, shared use path, street lighting, traffic signal, pavement markings; an enclosed storm drainage system; and water line and sewer line relocations.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Jefferson Street Improvements from Persels Rd to Oldham Pkwy.

ARTICLE 3—ENGINEER

3.01 The Owner has retained **George Butler 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.

3.02 The part of the Project that pertains to the Work has been designed by **George Butler Associates, Inc.**

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.

4.03 *Contract Times: Days*

A. The Work will be substantially complete within **140** 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 **170** days after the date when the Contract Times commence to run.

4.04 *Milestones*

A. Parts of the Work must be substantially completed on or before the following Milestone(s):

1. Milestone 1, **Phase 3A:**

Construction will be limited to one 24 hour period not to include weekend hours.

A. 2. Milestone 2, **Phase 3B & 3C**

Construction will be limited to night work and must be open to traffic during daytime hours. This works will be limited to three 9 hours periods. Nighttime working hours are 8:00PM to 5:00AM.

4.05 *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 **\$1,225.00** 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 **\$700.00** for each day that expires after such time until the Work is completed and ready for final payment.
 3. *Milestone 1:* Contractor shall pay Owner **\$1,225.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
 4. *Milestone 2:* Contractor shall pay Owner **\$1,225.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 2, until Milestone 2 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
 5. 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).

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
MISCELLANEOUS					
1	Mobilization	LS	1	\$ 145,000.22	\$ 145,000.22
2	Contractor Furnished Surveying & Staking	LS	1	\$ 7,500.00	\$ 7,500.00
3	Demolition & Removal	LS	1	\$ 250,000.00	\$ 250,000.00
PAVING AND GRADING					
4	Unclassified Excavation	CY	4,746	\$ 21.00	\$ 99,666.00
5	Embankment	CY	652	\$ 14.00	\$ 9,128.00
6	Waste, Excess Excavation (Haul off)	CY	3,384	\$ 24.00	\$ 81,216.00
7	Pavement, 9" PCCP	SY	133	\$ 90.00	\$ 11,970.00
8	Pavement, 8" PCCP	SY	6,774	\$ 64.00	\$ 433,536.00
9	Pavement, 6" PCCP	SY	163	\$ 62.00	\$ 10,106.00
10	Pavement, 2.5" Asphaltic Concrete Surface Course	SY	453	\$ 20.00	\$ 9,060.00
11	Pavement, 7.5" Asphaltic Concrete Base Course	SY	453	\$ 57.00	\$ 25,821.00
12	Aggregate Base, 6" Base (MoDOT Type 5)	SY	7,245	\$ 10.50	\$ 76,072.50
13	Aggregate Base, 4" Base (MoDOT Type 5)	SY	3,392	\$ 10.50	\$ 35,616.00
14	Pavement, A3 Shoulder	SY	40	\$ 91.00	\$ 3,640.00
15	Geogrid for subgrade stabilization	SY	6,919	\$ 1.75	\$ 12,108.25
16	Curb & Gutter, Concrete, Type CG-1	LF	2,400	\$ 30.00	\$ 72,000.00
17	Concrete Median Strip, 8"	SY	21.6	\$ 130.00	\$ 2,808.00
18	Sidewalk, 4" Concrete	SY	479.0	\$ 47.00	\$ 22,513.00
19	Shared Use Path, 6"	SY	1,417	\$ 47.00	\$ 66,599.00
20	ADA Ramp (Concrete Curb Ramp)	SY	26.2	\$ 130.00	\$ 3,406.00
21	Truncated Domes	SF	106	\$ 28.00	\$ 2,968.00
22	Retaining Wall, cast in place	SF	188	\$ 300.00	\$ 56,400.00

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
23	Handrail	LF	135	\$ 140.00	\$ 18,900.00
DRAINAGE					
Storm Sewer Structures					
24	4' x 3.25' Curb Inlet	EA	11	\$ 5,250.00	\$ 57,750.00
25	4' x 7' Special Curb Inlet	EA	2	\$ 6,300.00	\$ 12,600.00
26	8' x 7' Special Curb Inlet	EA	1	\$ 8,600.00	\$ 8,600.00
27	8' x 4' Special Curb Inlet	EA	1	\$ 7,000.00	\$ 7,000.00
28	4' x 4' Field Inlet	EA	1	\$ 4,500.00	\$ 4,500.00
29	5' x 4' Field Inlet	EA	2	\$ 5,000.00	\$ 10,000.00
30	5' x 5' Field Inlet	EA	2	\$ 5,100.00	\$ 10,200.00
31	4' Manhole	EA	2	\$ 3,800.00	\$ 7,600.00
32	Storm sewer pipe, 15"	LF	771.60	\$ 76.00	\$ 58,641.60
33	Storm sewer pipe, 18"	LF	173.42	\$ 82.00	\$ 14,220.44
34	Storm sewer pipe, 24"	LF	394.87	\$ 87.00	\$ 34,353.69
35	Storm sewer pipe, 42"	LF	10.00	\$ 218.00	\$ 2,180.00
36	Pipe Collar (Type A)	EA	1	\$ 1,100.00	\$ 1,100.00
37	Pipe Collar (Type B)	EA	1	\$ 1,100.00	\$ 1,100.00
38	Underdrain, Edge	LF	1,452.2	\$ 24.00	\$ 34,852.80
39	Manhole Adjustment	EA	1	\$ 700.00	\$ 700.00
EROSION AND SEDIMENT CONTROL					
40	Curb Inlet Check (erosion control device)	EA	18	\$ 80.00	\$ 1,440.00
41	Rock Ditch Check	EA	17	\$ 400.00	\$ 6,800.00
42	Silt Fence	LF	155	\$ 2.40	\$ 372.00
43	Seed, Temporary (with mulch)	AC	0.7	\$ 3,100.00	\$ 2,170.00
44	Sod, Permanent	SY	3,683	\$ 6.50	\$ 23,939.50
SIGNALS					
45	Pullbox, Class 2	EA	1	\$ 2,200.00	\$ 2,200.00
46	Pullbox, Class 3	EA	1	\$ 2,600.00	\$ 2,600.00
47	Pullbox, Double	EA	1	\$ 5,800.00	\$ 5,800.00
48	Bases, Concrete	CY	11	\$ 1,600.00	\$ 17,600.00
49	Post, Top Mount Post, 4'	EA	4	\$ 950.00	\$ 3,800.00

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
50	Conduit, Trenched, 2" HDPE	LF	34	\$ 18.00	\$ 612.00
51	Conduit, Trenched, 3" HDPE	LF	301	\$ 15.00	\$ 4,515.00
52	Conduit, Trenched, 4" HDPE	LF	50	\$ 21.00	\$ 1,050.00
54	Cable, Power, 3c#2	LF	212	\$ 11.00	\$ 2,322.00
55	Cable, 2c#14	LF	1,371	\$ 2.00	\$ 2,742.00
56	Cable, 5c#14	LF	1,384	\$ 2.00	\$ 2,768.00
57	Cable, 7c#14	LF	2,442	\$ 2.50	\$ 6,105.00
58	Cable, Luminaire, 2c#8	LF	780	\$ 3.25	\$ 2,535.00
59	Cable, Luminaire, 2c#10	LF	240	\$ 3.25	\$ 780.00
60	Cable, Video, 3c#16	LF	760	\$ 2.00	\$ 1,520.00
61	Cable, Video, Coaxial	LF	760	\$ 3.25	\$ 2,470.00
62	Cable, Emergency Preemption, m-138	LF	836	\$ 2.75	\$ 2,299.00
63	Cable, Interconnect, 3c#16	LF	871	\$ 2.00	\$ 1,742.00
64	Installing Stored Signal Equipment	LS	1	\$ 32,000.00	\$ 32,000.00
64a	Pushbutton Detectors	EA	8	\$ 1,050.00	\$ 8,400.00
64b	Signs (Signal)	SF	27.2	\$ 165.00	\$ 4,488.00
	LIGHTING				
65	Pole, Street Light (P305)	EA	9	\$ 1,700.00	\$ 15,300.00
66	Bracket Arm, 6'	EA	9	\$ 280.00	\$ 2,520.00
67	Base, Screw-In Foundation (B30)	EA	9	\$ 785.00	\$ 7,065.00
68	LED Luminaire (LED2-ARW-150W)	EA	9	\$ 450.00	\$ 4,050.00
69	Pull Box: Type I Junction Box	EA	1	\$ 950.00	\$ 950.00
70	Pull Box, Class I	EA	1	\$ 1,300.00	\$ 1,300.00
71	Lighting Controller	EA	1	\$ 6,700.00	\$ 6,700.00
72	Conduit, 2" HDPE	LF	1,409	\$ 17.00	\$ 23,953.00
73	Conduit, 3" HDPE	LF	155	\$ 25.00	\$ 3,875.00
74	Cable, 3C#4 Power	LF	190	\$ 6.30	\$ 1,197.00
75	Cable, 3C#8 Distribution	LF	1,511	\$ 5.25	\$ 7,932.75
76	Cable, 2C#10 Pole and Bracket	LF	369	\$ 2.60	\$ 959.40
77	Break Away Connector Kits, Non-Fused	EA	9	\$ 75.00	\$ 675.00
78	Break Away Connector Kits, Fused	EA	18	\$ 76.00	\$ 1,368.00

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
	TRAFFIC CONTROL, MARKING, SIGNING				
79	Traffic Control Barricade, Type II ADA	EA	8	\$ 125.00	\$ 1,000.00
80	Traffic Control Barricade, Type III	EA	47	\$ 155.00	\$ 7,285.00
81	Traffic Control Channelizer	EA	141	\$ 16.00	\$ 2,256.00
82	Traffic Control Tubular Marker (channelizer)	EA	11	\$ 81.00	\$ 891.00
83	Flashing Arrow Panel	EA	1	\$ 2,685.00	\$ 2,685.00
84	Temporary Barrier Height Transition	EA	6	\$ 700.00	\$ 4,200.00
85	Temporary Barrier Height Transition Relocation	EA	2	\$ 530.00	\$ 1,060.00
86	Temporary Concrete Safety Barrier	LF	1,029	\$ 28.00	\$ 28,812.00
87	Temporary Concrete Safety Barrier Relocation	LF	229	\$ 22.00	\$ 5,038.00
88	4" Temporary Solid Yellow Line	LF	2,487	\$ 0.33	\$ 820.71
89	4" Temporary Dotted Yellow Line	LF	65	\$ 0.33	\$ 21.45
90	4" Temporary Solid White Line	LF	973	\$ 0.33	\$ 321.09
91	4" Temporary Dotted White Line	LF	65	\$ 0.33	\$ 21.45
92	24" Temporary Solid White Line	LF	47	\$ 9.00	\$ 423.00
93	Traffic Control Signing (temporary)	SF	1,162	\$ 13.00	\$ 15,106.00
94	Signs (Permanent)	SF	49	\$ 91.00	\$ 4,459.00
95	Sign Posts (Permanent)	EA	5	\$ 161.00	\$ 805.00
96	Sign Band (Light Post Mount)	EA	3	\$ 188.00	\$ 564.00
97	Pavement Marking, 4-Inch White High Build Paint	LF	200	\$ 0.50	\$ 100.00
98	Pavement Marking, 4-Inch Yellow High Build Paint	LF	3,190	\$ 0.50	\$ 1,595.00
99	Pavement Marking, 6-Inch White High Build Paint	LF	393	\$ 0.55	\$ 216.15
100	Pavement Marking, 24-Inch White High Build Paint	LF	146	\$ 13.00	\$ 1,898.00
101	Pavement Marking, Pre-formed Thermoplastic Symbol (Left Arrow)	EA	11	\$ 350.00	\$ 3,850.00
	WATER RELOCATION				
102	Water Line Pipe, 12" PVC	LF	1,600	\$ 131.00	\$ 209,600.00
103	Water Line Pipe, 8" PVC	LF	76	\$ 129.00	\$ 9,804.00
104	Water Line Pipe, 6" PVC	LF	226	\$ 126.00	\$ 28,476.00

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
105	Water Service Reconnect, TYPE K	LF	15	\$ 1,500.00	\$ 22,500.00
106	Water Line Fitting, 12" 90° BEND	EA	1	\$ 665.00	\$ 665.00
107	Water Line Fitting, 6" 90° BEND	EA	3	\$ 275.00	\$ 825.00
108	Water Line Fitting, 12" 45° BEND	EA	2	\$ 625.00	\$ 1,250.00
109	Water Line Fitting, 8" 45° BEND	EA	2	\$ 350.00	\$ 700.00
110	Water Line Fitting, 6" 45° BEND	EA	4	\$ 265.00	\$ 1,060.00
111	Water Line Fitting, 12" 11.25° BEND	EA	4	\$ 435.00	\$ 1,740.00
112	Water Line Fitting, 12"x 8" REDUCER	EA	1	\$ 325.00	\$ 325.00
113	Water Line Fitting, 12"x12" TEE	EA	2	\$ 875.00	\$ 1,750.00
114	Water Line Fitting, 12"x8" TEE	EA	1	\$ 710.00	\$ 710.00
115	Water Line Fitting, 12"x6" TEE	EA	1	\$ 655.00	\$ 655.00
116	Water Line Fitting, 8" SOLID SLEEVE	EA	2	\$ 275.00	\$ 550.00
117	Water Line Fitting, 6" SOLID SLEEVE	EA	2	\$ 220.00	\$ 440.00
118	Water Line Fitting, 12" SOLID SLEEVE	EA	1	\$ 435.00	\$ 435.00
119	Water Line Valve, 12" BUTTERFLY	EA	5	\$ 3,275.00	\$ 16,375.00
120	Water Line Valve, 8" GATE	EA	3	\$ 1,200.00	\$ 3,600.00
121	Water Line Valve, 6" GATE	EA	1	\$ 980.00	\$ 980.00
122	Temporary Flushing Assembly, 6"	EA	3	\$ 655.00	\$ 1,965.00
123	Temporary Flushing Assembly, 8"	EA	1	\$ 765.00	\$ 765.00
124	Temporary Flushing Assembly, 12"	EA	1	\$ 875.00	\$ 875.00
125	STRADDLE BLOCK	EA	2	\$ 1,100.00	\$ 2,200.00
126	FIRE HYDRANT ASSEMBLY (new hydrant)	EA	5	\$ 5,245.00	\$ 26,225.00
127	ENCASEMENT, CONCRETE	LF	10	\$ 165.00	\$ 1,650.00
128	TRENCH CHECK	EA	3	\$ 985.00	\$ 2,955.00
129	AIR RELEASE ASSEMBLY	EA	1	\$ 2,730.00	\$ 2,730.00
	SEWER REPLACEMENT				
130	Sanitary Sewer Pipe, 8" PVC	LF	227	\$ 118.00	\$ 26,786.00
131	Sanitary Sewer Pipe, 10" PVC	LF	1,322	\$ 120.00	\$ 158,640.00
132	Sanitary Sewer Structure, 48" DIA. PRE-CAST MANHOLE	EA	5	\$ 6,550.00	\$ 32,750.00
133	MANHOLE ABANDONMENT	EA	2	\$ 655.00	\$ 1,310.00
134	CONNECTION TO EXISTING MANHOLES	EA	2	\$ 1,100.00	\$ 2,200.00

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$ 2,589,276.00

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 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.

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 34-057.

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 **138** sheets with each sheet bearing the following general title: **SW Jefferson Street: Persels Road to Oldham Parkway.**
 8. Addenda (numbers **1** to **1**, inclusive).
 9. Exhibits to this Agreement (enumerated as follows):
 - a. **[list exhibits]**
 10. 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.

- 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. 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 **[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: _____

(typed or printed)

Address for giving notices:

220 SE Green Street

Lee's Summit, MO 64063

Designated Representative:

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Address: _____

Phone: _____

Email: _____

(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:

MegaKC Corporation

(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:

1491 Iron Street

Kansas City, MO 64116

Designated Representative:

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Address: _____

Phone: _____

Email: _____

License No.: _____

(where applicable)

State: _____