

## EXHIBIT B

### CONSTRUCTION AGREEMENT

This Agreement is entered into this [redacted] day of [redacted], 2021, by and between the Concordia R-2 School District (hereinafter referred to as “District”), and [redacted] (hereinafter referred to as “Contractor”).

**WHEREAS**, on [insert date], 2021, the District issued an Invitation to Bid on a project involving the removal of current IT switches and the purchase, installation, and configuration new IT switches;

**WHEREAS**, on [insert date], 2021, Contractor submitted a bid in response to the District’s Invitation to Bid;

**WHEREAS**, the District has determined that Contractor was the lowest responsible bidder that responded to the District’s Invitation to Bid;

**WHEREAS**, the District and Contractor desire that Contractor provide labor, materials and equipment for the project as set forth herein, and the parties further desire to set forth the terms and conditions of their Agreement in writing.

**NOW, THEREFORE**, in consideration of these agreements and certain covenants contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the District and Contractor agree as follows:

#### **1.0 Scope of Work.**

Contractor shall complete the project and provide all labor, materials, and equipment necessary for completion of the project. The scope of work for the project shall consist of the removal of current IT switches and the purchase, installation, and configuration new IT switches, and includes all work necessary and identified in the Concordia R-2 School District IT Switch Upgrade Project Specifications (hereinafter referred to as the “Specifications”), which are incorporated and made part of this Agreement by this reference as if fully stated herein. The scope of work shall be performed in accordance with this Agreement and the Attachments incorporated into this Agreement and attached hereto. The project shall be referred to throughout the remainder of this Agreement as the “Work”. All Work under this Agreement shall be done by Contractor in compliance with all applicable local, county, state, and federal laws, codes, ordinances, and regulations. In the event of any inconsistency or conflict between provisions of this Agreement and the provisions of the Specifications or any documents referenced and attached hereto, then at the option of the District, the stricter shall prevail and control.

## **2.0 Completion of Work.**

Work shall commence no later than July 20th, 2021. All time limits are of the essence of the Agreement. Contractor shall diligently continue Work under this Agreement to achieve final completion of the entire Work not later than Aug 1st, 2021. In the event that Work is not completed by this time, the parties agree that this will cause serious and substantial damages to the District, and it will be difficult, if not impossible to prove the amount of such damages. Contractor therefore agrees to pay to the District as liquidated damages for such delay the sum of five hundred dollars and zero cents (\$500.00) per day until the Work is complete, subject to an event of Force Majeure as set forth below. This sum is agreed upon as liquidated damages and not as a penalty. The parties hereto have computed, estimated and agreed upon the sum as an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages that will result.

## **3.0 Payment.**

The District shall pay the Contractor a lump sum amount (hereinafter referred to as “Payment”) not to exceed [REDACTED] dollars and [REDACTED] cents (\$ [REDACTED]) to complete the Work.

Contractor shall invoice the District for payment as the Work progresses. Invoices for payment shall be submitted by Contractor to the District for processing. With each invoice for payment, Contractor will submit the following:

- All applicable lien waivers in the same or substantially the same form as that attached to this Agreement;
- Contractor’s Affidavit of Release of Liens;
- A Work Completion Report;
- A complete list of all employees and subcontractors’ employees performing the Work during that period of time;
- Complete copies of its records for that period of time reflecting payment of material suppliers, subcontractors and employees; and,
- An Affidavit of Compliance with the Prevailing Wage Law.

Provided any invoice and all other required documents are received by the District not later than the second Thursday of the month and if the Work is completed in accordance with all of the terms of this Agreement and the Attachments, the District shall make payment to Contractor not later than the 7 days after the Board meeting of the same month. If the invoice and all other required documents are received in original signed form by the District after the date affixed above, payment shall be made by the District not later than the 7 days after the Board meeting of the month following that in which the documents are received.

All original pay applications and invoices shall be mailed to Concordia R-2 School District, Attn: Stefany Lovercamp, District Bookeeper 204 SW 11th Street, Concordia, Missouri 64020.

## **4.0 Retainage.**

Prior to final payment, any payments owed to Contractor by the District for portions of the Work completed will be reduced by five percent (5%) as retainage. Payments and retainage shall be calculated as follows: that portion of the total Payment amount under this Agreement that is properly allocable to complete Work, as determined by multiplying the percentage completion of each portion of the Work by the share of the total Payment amount under this Agreement allocated to that portion of the Work, less retainage of five percent (5%).

#### **5.0 Final Payment.**

Pending final determination of cost to the District of changes in the Work, amounts not in dispute shall be included as provided. Final acceptance of the total scope of Work shall be approved by the District. Contractor shall submit an invoice for final payment upon final acceptance of the Work by the District. Such invoice shall include all the requirements for other invoices as required by this Agreement, as well as Final Lien Waivers and all other documentation required under this Agreement. **All provisions and requirements in this Agreement and the Attachments must be completed, met, and/or fulfilled prior to final payment.**

#### **6.0 Insurance.**

Contractor shall acquire and maintain for the duration of this Agreement, the insurance described below in a form acceptable to the District. A certificate of insurance which names the District as an additional insured per the requirements described below is to be furnished at the time of execution of this Agreement and prior to the Work proceeding under this Agreement. Purchase of any insurance required by this Agreement shall not constitute a waiver of the District's sovereign or governmental immunity. Umbrella Coverage sufficient to meet collective requirements is acceptable.

##### **A. Worker's Compensation Insurance:**

Contractor shall take out and maintain during the life of this Agreement, employer's liability and worker's compensation insurance for all of Contractor's employees employed at the site of the Work, and in case any Work is sublet, Contractor shall require the subcontractor similarly to provide worker's compensation insurance for all of the latter's employees unless such employees are covered by the protection afforded by Contractor. In case any class of employees engage in hazardous work under this Agreement at the site of the Work and are not protected under Missouri's worker's compensation statutes, Contractor shall provide and shall cause each subcontractor to provide employer's liability insurance for the protection of their employees not otherwise protected. The Contractor is to maintain and provide the District a copy of proof of Worker's Compensation Insurance. Employer's liability limits shall at all times be not less than those amounts required by Missouri's worker's compensation statutes.

##### **B. Public Liability and Property Damage Insurance:**

The Contractor shall take out and maintain during the life of this Agreement, such public liability and property damage insurance as shall protect them and any subcontractor performing

Work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this Agreement, whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall have policy limits that are no less than the maximum legal liability limits set forth in § 537.610, RSMo., and shall include the following types of policies:

- Public Liability Insurance covering both bodily injury and property damage, including accidental death.
- Automobile Public Liability and Property Damage covering both bodily injury, including accidental death, and property damage, and applying to any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and automobiles both on and off the site of the Work.
- Owner's Contingent or Protective Liability and Property Damage, which shall protect the District against any and all claims which might arise as a result of the operations of the Contractor or its subcontractors in fulfilling the terms of this Agreement during the life of the Agreement. It is preferred that this policy include a provision for alleged assault and battery.

**C. Proof of Insurance:**

Contractor shall furnish the District with a certificate of insurance which names the District as an additional insured in amounts as required by this Agreement and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall remain in effect until such time as the District has determined that the Agreement is complete.

**7.0 No Waiver of Immunity.**

The District preserves all immunities recognized at law. Nothing herein shall be construed as a waiver of Sovereign Immunity or Governmental Immunity by whatever name as set forth in common law, statutes, ordinances, regulations, the Missouri Constitution, and/or the United States Constitution, including but not limited to § 537.600 RSMo, et seq.

**8.0 Warranty Documentation.**

Contractor shall provide duplicate, notarized copies of all warranty documentation. Contractor shall also execute Contractor's submittals and assemble warranty documents executed by subcontractors, suppliers, and manufacturers, and assemble the same in a binder with a durable plastic cover and a table of contents. This binder shall be delivered by Contractor to the District prior to Contractor submitting an invoice for final payment. For warranty documentation related to equipment put into use with the District's permission during construction, Contractor shall submit the required warranty documentation to the District within 10 days of the equipment first operating. For warranty documentation related to items of the Work delayed materially beyond the completion date stated in this Agreement, Contractor shall submit the required warranty documentation to the District within ten (10) days after acceptance of the Work by the District, and will list the date of acceptance of the Work as the start of the warranty period.

## **9.0 Payment/Performance Bonds.**

Contractor will provide to the District within one (1) week of the full execution of this Agreement a separate performance bond and statutory/public works payment bond, each in the sum of one hundred percent (100%) of the cost of the Work contemplated by this Agreement and the Attachments.

## **10.0 Force Majeure.**

In the event either party is unable to carry out any of its obligations under this Agreement due to causes beyond its control, including, but not limited to, acts of God, governmental or judicial authority, insurrection, riots, material shortages, fires, explosions, floods, acts of terrorism, or other Force Majeure, this Agreement shall remain in effect but Contractor's obligation shall be suspended for a period equal to the disabling circumstances. However, in the event that Contractor is claiming an event of Force Majeure, Contractor must give the District prompt written notice describing the particulars of the Force Majeure, including but not limited to the nature of the occurrence and its expected duration, and must continue to furnish timely regular reports with respect thereto during the period of Force Majeure. Contractor agrees to use reasonable efforts to remedy its inability to perform during any period of Force Majeure. Contractor shall not be entitled to an adjustment in the amount paid under this Agreement or the time for performing the Work for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or supplier shall be deemed to be delays within the control of Contractor.

## **11.0 Representations of the Parties.**

- A. Each party to this Agreement represents to the other that:
  - i. It has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Agreement and performs its obligations hereunder;
  - ii. Its execution, delivery, and performance of this Agreement have been duly authorized, executed, and delivered for it by the signatory so authorized, and constitutes its legal, valid, and binding obligation;
  - iii. The persons executing this Agreement are fully authorized to do so; and
  - iv. It has not received any notice, nor to the best of its knowledge there is pending or threatened any notice of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits, or orders which would materially adversely affect its ability to perform hereunder.
- B. Contractor's Representations:
  - i. Contractor has examined and carefully studied the Attachments and any other related data identified in the Attachments;
  - ii. Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work;
  - iii. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work;

- iv. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Agreement price, within the Agreement times, and in accordance with the other terms and conditions of the Agreement and Attachments;
- v. Contractor is aware of the general nature of the work to be performed by the District and others at the site that relates to the Work as indicated in the Agreement and the Attachments;
- vi. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Attachments, and all additional examinations, investigations, explorations, tests, studies, and data with the Attachments and this Agreement;
- vii. The Agreement and the Attachments are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work;
- viii. Contractor is responsible for verifying viability of any Plans or Specifications, and the District does not warrant that any such Plans or Specifications will be free from defect or error; and,
- ix. Contractor warrants and guarantees to the District that all Work will be in accordance with the Agreement and the Attachments and will not be defective. Contractor's obligation to perform and complete the Work in accordance with the Agreement and the Attachments shall be absolute.

#### **12.0 Relationship of the Parties.**

Nothing in this Agreement shall be construed as reserving to the District any right to exercise any control over or to direct in any respect the conduct or management of business or operations of Contractor. The entire control or direction of such business and operation shall be in and shall remain in Contractor, subject only to Contractor's performance of its obligations under this Agreement. Neither Contractor nor any person performing any duties engaged in any Work on behalf of Contractor shall be deemed an employee or agent of the District.

#### **13.0 Subcontractors.**

Contractor shall provide the District with a list of all subcontractors Contractor intends to use on the project. The District shall have the right from time to time to require Contractor to furnish evidence that these subcontractors are being paid in a timely fashion for their Work.

#### **14.0 Construction of Agreement.**

This Agreement and the construction and enforceability thereof shall be under the laws of the state of Missouri. The venue for any action or proceeding between the parties in connection with this Agreement shall be in the County of Lafayette, State of Missouri.

#### **15.0 Prevailing Wage.**

The following provision shall only apply in the event that the Work is subject to Missouri's Prevailing Wage Law:

Contractor at all times agrees to comply with the provisions and requirements set out in Chapter 290, Sections 290.210 through and including 290.340, Revised Statutes of Missouri, pertaining to the payment of wages to workers employed on public work projects. Not less than the prevailing hourly rate of wages or the public works contracting minimum wage identified in the Wage Order attached hereto as an Attachment shall be paid by Contractor to each worker completing the Work under this Agreement. Contractor further agrees to comply with all requests for information regarding compliance with the Prevailing Wage Law, including but not limited to, the execution of an affidavit prepared by the Missouri Department of Labor and Industrial Relations, Division of Labor Standards pertaining to compliance with the Prevailing Wage Law.

While the Work is being performed, the Contractor and all subcontractors shall submit certified copies of their payrolls to the District with any invoice/pay application. Prior to payment of the retainage, the Contractor shall submit an affidavit to the District stating that it has fully complied with the Prevailing Wage Law.

The Contractor shall forfeit as a penalty to the District, on whose behalf this Agreement is made or awarded, One Hundred dollars (\$100.00) for each worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates, for any Work done under the Agreement, by the contractor or by any subcontractor under them.

In all Contractors' bonds the Contractor shall include such provisions as will guarantee the faithful performance of this prevailing hourly wage clause.

The District and Contractor may withhold assessed penalties from Contractors and any of its subcontractors, respectively, and for any fines imposed upon the District for non-compliance to procedures outlined in the respective laws.

#### **16.0 OSHA Training.**

Contractors and subcontractors who perform the Work shall provide, at a minimum, a ten (10) hour Occupational Safety and Health instruction and safety program, or similar program approved by the Department of Labor, for their employees relative to Work being performed. All employees performing the Work must have completed the course within 10 days of beginning Work and shall keep evidence of completion on the worksite.

Contractors and subcontractors in violation will forfeit a lump sum of \$2,500.00 to the District, plus \$100.00 for each worker employed without training for each day the worker is employed without training.

#### **17.0 Transient Employers.**

Every transient employer, as defined in § 285.230, RSMo, must post in a prominent and easily accessible place at the Work site a clearly legible copy of the following: (1) The notice of

registration for employer withholding issued to such transient employer by the Director of Revenue; (2) Proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the Department of Revenue through the records of the Division of Workers' Compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the Division of Employment Security. Any transient employer failing to comply with these requirements shall, under § 285.234, RSMo, be liable for a penalty of \$500.00 per day until the notices required by this section are posted as required by that statute.

### **18.0 Hold Harmless.**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the District, its Board of Education, Officers, Directors, Partners, Agents, Consultants, Employees and Sub-Contractors of each and any of them from and against all claims, costs, damages, losses and expenses (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals in all courts or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, damage or expense is attributable to any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontractor for a part of the Work), or of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with performing the Work.

### **19.0 Background Checks.**

Contractor shall have on file with the District two types of background checks for all employees or subcontractors' employees who will be working unescorted on/in any District campus and/or buildings. The two checks are:

- Missouri Child Abuse or Neglect/Criminal Record Check
- Missouri State Highway Patrol Criminal Record Check

Contractor shall provide these background checks to the District. All background checks are required to be on file and approved by the District, in the District's sole and absolute discretion, prior to authorization to proceed. The District will notify the Contractor of approved and unapproved background checks. It shall be the responsibility of the Contractor to ensure all of its employees and its subcontractors' employees are in compliance with District access security requirements.

Contractor shall not utilize an employee, including a subcontractor or his employee, on District property who is a registered sex offender.

Contractor, its employees, agents, subcontractors, and representatives shall comply with all Districtwide Policies and Procedures, including the District's tobacco-free campus Policy.

### **20.0 Change Orders.**



Changes in the Work may be accomplished after execution of this Agreement, and without invalidating the Agreement, by a written Change Order. A Change Order is a written instrument prepared by the Contractor or the District, and signed by the Contractor and the District stating their agreement upon the change in the Work, the amount of the adjustment in payment, if any, and the extent of the adjustment in the completion time for the Work, if any. Any markups in Change Orders shall be made in accordance with the Attachments, but Contractor shall limit the markup, including but not limited to overhead and profit, on all Change Orders so that the same shall not exceed 10% total, which shall include the markup of both the Contractor and any subcontractors combined.

Contractor may submit a Request for Information to the District requesting clarification of any portion of the Agreement, including Change Orders. The District shall respond to all Requests for Information promptly.

## **21.0 Attachments.**

The following documents shall comprise the Attachments, and are incorporated into this Agreement as if fully stated herein:

- A. Concordia R-2 School District IT Switch Upgrade Project Specifications
- B. Prevailing Wage Order No. [REDACTED], dated [REDACTED].
- C. Contractor's Performance Bond
- D. Contractor's Payment Bond
- E. Any written Change Orders issued after execution of this Agreement.
- F. Contractor's Bid
- G. The District's "Invitation to Bid"
- H. Notarized Lien Waiver Form

In the event of any inconsistency or conflict between provisions of this Agreement and the provisions of any Attachment, then at the option of the District, the stricter shall prevail and control.

The Attachments may only be amended, modified, or supplemented with the written agreement of the District and Contractor.

## **22.0 Termination.**

- A. At any time and without cause, the District may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the total Payment amount or an extension of the time to complete the Work, or both, directly attributable to any such suspension.
- B. The occurrence of any one or more of the following events will justify termination for cause:
  - i. Contractor's failure to perform the Work in accordance with this Agreement and the Attachments (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment);

- ii. Contractor's disregard of applicable laws, regulations, ordinances, or District Policies and Procedures; or
  - iii. Contractor's violation in any substantial way of any provisions of this Agreement or the Attachments.
- C. If one or more of the events identified in the preceding paragraph occur, the District may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
- i. Exclude Contractor from the Work site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),
  - ii. Incorporate in the Work all materials and equipment stored at the site or for which the District has paid Contractor but which are stored elsewhere, and
  - iii. Complete the Work as the District may deem expedient.
- D. If the District proceeds as provided in the preceding paragraph, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of this Agreement exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by the District arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to the District. When exercising any rights or remedies under this paragraph the District shall not be required to obtain the lowest price for the Work performed.
- E. Notwithstanding the foregoing, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- F. Where Contractor's services have been so terminated by the District, the termination will not affect any rights or remedies of the District against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by the District will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under this Agreement, the termination procedures of that bond shall supersede the preceding termination provisions.
- H. Upon seven days written notice to Contractor, the District may, without cause and without prejudice to any other right or remedy of the District, terminate this Agreement. In such case, Contractor shall be paid for (without duplication of any items):
- i. Completed and acceptable Work executed in accordance with this Agreement and the Attachments prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - ii. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by this Agreement and

- the Attachments in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
- iii. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.
    - I. The District and Contractor shall make a good faith effort to resolve all disputes with an informal meeting between representatives of both parties with decision-making authority before resorting to other means of resolution. By written agreement, the parties may decide to enter into formal mediation or arbitration proceedings to resolve a dispute, although neither is required. Nothing in this paragraph shall limit either party's ability to file a lawsuit in a court of law regarding a dispute.

**23.0 Miscellaneous Provisions.**

- A. Prior to commencement of the Work, Contractor shall provide to the District a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. Contractor shall also provide the District a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Work.
- B. Contractor will be required to comply with the President's Executive Order No. 11246, Title VI and Section 3 of the 1968 HUD Act as pertaining to Equal Employment Opportunity through Affirmative Action. Contractor must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, religion, color, sex, national origin, age, or disability.
- C. The District is a public entity exempt from payment of state sales taxes and will furnish Contractor with all required information to allow Contractor to benefit from this status. Contractor shall apply the exemption in accordance with state law for purchases required for the Work. Contractor shall pay all other required sales, consumer, use, and other similar taxes, if any.
- D. To the extent that § 34.600, RSMo. applies to this Agreement, Contractor hereby certifies pursuant to said statute that it is not currently engaged in and shall not for the duration of this Agreement engage in a boycott of goods or services from: the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or, persons or entities doing business in the State of Israel.
- E. Whenever any provision of this Agreement or the Attachments requires the giving of written notice, it will be deemed to have been validly given if delivered in person or sent by registered or certified mail, postage prepaid, to:
  - i. Concordia R-2 School District  
Brent Cooper, Superintendent  
204 SW 11th Street  
Concordia, Missouri 64020
  - ii. [insert Contractor's information]

- F. When any period of time is referred to in this Agreement or the Attachments by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.
- G. The duties and obligations imposed by this Agreement and the Attachments and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of this Agreement and the Attachments. The provisions of this Paragraph will be as effective as if repeated specifically in this Agreement and the Attachments in connection with each particular duty, obligation, right, and remedy to which they apply.
- H. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Agreement and the Attachments, as well as all continuing obligations indicated in this Agreement and the Attachments, will survive final payment, completion, and acceptance of the Work or termination or completion of this Agreement or termination of the services of Contractor.
- I. Article and paragraph headings are inserted for convenience only and do not constitute parts of this Agreement.
- J. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and which, when taken together, shall constitute one entire Agreement. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties to this Agreement.
- K. Neither party may assign their rights and obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- L. This Agreement and Attachments constitutes the entire agreement between the parties hereto and there are no other understandings, written or oral, relating to the subject matter hereof, and may not be changed, modified, or amended, in whole or in part, except in writing signed by the District and Contractor.

**REMAINDER INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first above written.

**CONTRACTOR**

By: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONCORDIA R-2 SCHOOL DISTRICT**

By:

\_\_\_\_\_ Date: \_\_\_\_\_  
Board of Education President

Attested by:

\_\_\_\_\_ Date: \_\_\_\_\_  
Board of Education Secretary