



CITY OF LEE'S SUMMIT, MISSOURI
220 S.E. GREEN STREET
LEE'S SUMMIT, MISSOURI 64063
(816) 969-1800

PUBLIC WORKS ENGINEERING DIVISION

***Bid No. 36-322-1-C City of Lee's Summit, Missouri
Douglas Street / Lee's Summit Road Improvements, Colbern Road to Gregory Boulevard,
STP-3301 (455),***

ADDENDUM NO. 2

**BID OPENING DATE AND TIME REMAIN THE SAME
Thursday, MAY 28, 2015 AT 2:00 P.M.**

The original Request for Bid for ***Bid No. 36-322-1C City of Lee's Summit, Missouri Douglas Street / Lee's Summit Road Improvements, Colbern Road to Gregory Boulevard, STP-3301 (455)***, remains in effect except as revised by the following changes, which shall take precedence over anything to the contrary in the specifications.

Project Drawings and Details: REVISED Sheets 108, 109 and 268

The changes for Concrete joint details and notes on Sheets 108 and 109 are described below. Revised plan sheets will be issued in subsequent Addendum.

- a) The Maximum spacing for transverse contraction joints shall be 15 feet

- b) Steel dowel bars shall be required for transverse contraction joints in the shoulders, so that Type C1 transverse joints shall be used for all transverse joints on the project
- c) Steel tie bars shall be required for the longitudinal joint between the traveled lanes and shoulder, so Type L1 or L2 longitudinal joints shall be used for all longitudinal joints on the project.

Sheet 268

All street light pole bases on the project will be concrete as noted on the plans. All concrete street light bases on the project shall be built in accordance with the City of Lee's Summit Standard Details as shown on Sheet 261 of project drawings and details.

Kansas City anchor bolt patterns, Breakaway Coupling and other connection details shown on Sheet 268 still apply to the Kansas City portion of the project.

BIDDING DOCUMENTS AND TECHNICAL SPECIFICATIONS

Replace Section 0520 – Form of Agreement with the REVISED Form of Agreement attached to this Addendum.

Alternates for Pavements JSP, Paragraph 2.1.1:

DELETE the last phrase "and leave the contract unit price column blank for any pay item listed for the other alternate."

In order to submit bids on QuestCDN, Bidders cannot leave blank spaces for any unit price. Instead, enter \$0.00 for alternates not bid.

Instructions for bidding the one selected alternate allowed for each bidder are shown below. A detailed example is attached.

Bidders bidding concrete base (Alternate A) bid shall:

- a. Enter actual bid prices for all line items in the Base bid, Bid items 1 through 223.
- b. Enter \$0.00 for all Alternate Bid – Additions line items

Bidders bidding asphalt (Alternate B) bid shall:

- a. Enter \$0.00 for Line Items 8A, 10A, 14A, 15A, 16A and 21A (Matches the line numbers shown in line items in for the Alternate)
- b. Enter actual bid prices for all Alternate Bid –line items, Lines 8B, 10B, 21B 224, 225, 226, 227 and 228.

Enclosures

REVISED Section 00520 – Form of Agreement (alternate pavement line items highlighted in Gray)

ACKNOWLEDGEMENT

Each bidder shall acknowledge receipt of this Addendum No. 2 of Bid No. *36-322-1C City of Lee's Summit, Missouri Douglas Street / Lee's Summit Road Improvements, Colbern Road to Gregory Boulevard, STP-3301 (455)*, by his/her signature affixed hereto, and shall attach this Addendum to the original bid submitted. Failure to sign and submit this addendum may render your bid Non-Responsive.

CERTIFICATION BY BIDDER:

SIGNATURE _____

TITLE _____

COMPANY _____

DATE _____

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
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**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between _____ City of Lee's Summit, Missouri _____ ("Owner") and _____ ("Contractor").

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:

constructing Douglas Street / Lee's Summit Road as a 3 lane roadway between Colbern Road and Strother Road, then building Lee's Summit Road as 4 lane divided Roadway from Strother Road to Gregory Boulevard. The work includes water line relocation, sanitary sewer relocation, building reinforced concrete box culverts, storm sewer construction, traffic signal installation and modification, pavement marking, work zone traffic control, street lighting, fencing, site restoration, erosion control and customer service interaction.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Douglas Street / Lee's Summit Road Improvements from Colbern Road to Gregory Boulevard

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by TranSystems, which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time 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 *Days to Achieve Substantial Completion and Final Payment*

The Work will be substantially completed within 480 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for

final payment in accordance with Paragraph 14.07 of the General Conditions within 510 days after the date when the Contract Times commence to run.

4.03 *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 loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. 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), Contractor shall pay Owner \$4,300.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$ 1,225.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment. In addition, Contractor shall be liable to Owner for all other damages, including, but not limited to attorney's fees and expenses, additional engineering fees and expenses, and time, costs, and/or expense of Owner's personnel.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:
- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

Bid Form					
Lee's Summit Road / Douglas Road – Colbern Road to Gregory Boulevard					
Base Bid (Alternate A)					

Item #	Description	Unit	Quantity	Bid Unit Price	Total Bid Item Price
MISCELLANEOUS					
1	MOBILIZATION	LS	1		
2	CLEARING AND GRUBBING	ACRE	36		
3	DEMOLITION AND REMOVAL	LS	1		
4	FIELD OFFICE	EA	1		

Item #	Description	Unit	Quantity	Bid Unit Price	Total Bid Item Price
PAVING AND GRADING					
5	UNCLASSIFIED EXCAVATION	CY	154,617		
6	EMBANKMENT	CY	76,294		
7	WASTE (HAUL OFF)	CY	78,323		
8A	SUBGRADE STABILIZATION (9" FLY ASH)	SY	75,192.3		
9	COLD MILLING (2")	SY	1,944.4		
10A	AGGREGATE BASE (4") (MODOT TYPE 5)	SY	75,985.8		
11	AGGREGATE BASE (4") (MODOT TYPE 5) (DRIVEWAY)	SY	2,270.5		
12	AGGREGATE BASE (4") (MODOT TYPE 5) (SIDEWALK)	SY	12,777.9		
13	AGGREGATE BASE (8") (MODOT TYPE 5)	SY	2,147.3		
14A	PORTLAND CEMENT CONCRETE PAVEMENT (9") (KCMMB 4K)	SY	66,251.4		
15A	PORTLAND CEMENT CONCRETE PAVEMENT (8") (KCMMB 4K)	SY	2,797.6		
16A	PORTLAND CEMENT CONCRETE PAVEMENT (6") (KCMMB 4K)	SY	905.0		
17	PORTLAND CEMENT CONCRETE PAVEMENT (8") (KCMMB 4K) (DRIVEWAY)	SY	629.0		
18	PORTLAND CEMENT CONCRETE PAVEMENT (6") (KCMMB 4K) (DRIVEWAY)	SY	4,416.4		
19	PORTLAND CEMENT CONCRETE PAVEMENT (4") (KCMMB 4K) (SIDEWALK)	SY	13,361.7		
20	ASPHALTIC CONCRETE SURFACE (3") (APWA TYPE RC-3-01)	SY	1,978.7		
21A	ASPHALTIC CONCRETE SURFACE (2") (APWA TYPE 3-01)	SY	204.7		
22	ADA RAMPS (ALL TYPES)	EA	13		
23	ALTERNATIVE MEDIAN TREATMENT	SY	205.7		
24	CONCRETE CURB (TYPE C-1)	LF	241		
25	CONCRETE CURB AND GUTTER (TYPE CG-1)	LF	15,616		
26	CONCRETE GUTTER (TYPE A)	LF	112		
DRAINAGE					
27	ROCK BLANKET (LIGHT 18")	SY	227.8		
28	ROCK BLANKET (LIGHT 24")	SY	180.3		
29	ROCK BLANKET (1/4 TON)	SY	931.6		
30	CURB INLET (8'X4') (APWA TYPE 2)	EA	22		
31	CURB INLET (10'X4') (APWA TYPE 2)	EA	11		
32	CURB INLET (12'X4') (APWA TYPE 2)	EA	2		
33	CURB & GRATE INLET (4' X 4')	EA	2		

Item #	Description	Unit	Quantity	Bid Unit Price	Total Bid Item Price
34	GRATE INLET (3' X 2') (APWA)	EA	2		
35	GRATE INLET (3' X 3.25') (APWA)	EA	4		
36	GRATE INLET (3' X 2') (TYPE S-1)	EA	9		
37	GRATE INLET (3' X 3') (TYPE S-1)	EA	3		
38	GRATE INLET (5' X 2') (TYPE S-1)	EA	1		
39	GRATE INLET (5' X 3') (TYPE S-1)	EA	1		
40	STORM SEWER MANHOLE (4'-0" DIA.)	EA	6		
41	END SECTIONS (12" TEMPORARY)	EA	5		
42	END SECTIONS (15" RCP)	EA	43		
43	END SECTIONS (15" TEMPORARY)	EA	2		
44	END SECTIONS (18" RCP)	EA	8		
45	END SECTIONS (21" RCP)	EA	1		
46	END SECTIONS (24" RCP)	EA	7		
47	END SECTIONS (27" RCP)	EA	6		
48	END SECTIONS (30" RCP)	EA	2		
49	END SECTIONS (36" RCP)	EA	1		
50	END SECTIONS (42" RCP)	EA	4		
51	STORM SEWERS (12")(TEMPORARY)	LF	83		
52	STORM SEWERS (15")(RCP)	LF	3,427		
53	STORM SEWERS (15")(TEMPORARY)	LF	354		
54	STORM SEWERS (18")(RCP)	LF	1,810		
55	STORM SEWERS (21")(RCP)	LF	963		
56	STORM SEWERS (24")(RCP)	LF	1,020		
57	STORM SEWERS (27")(RCP)	LF	366		
58	STORM SEWERS (30")(RCP)	LF	169		
59	STORM SEWERS (36")(RCP)	LF	48		
60	STORM SEWERS (42")(RCP)	LF	314		
61	REINFORCED CONCRETE BOX (13' X 7')	LF	126		
62	REINFORCED CONCRETE BOX (2 - 10' X 7')	LF	174		
63	REINFORCED CONCRETE BOX (12' X 8')	LF	139		
64	REINFORCED CONCRETE BOX (2 - 10' X 5')	LF	68		
65	REINFORCED CONCRETE BOX HEADWALL	EA	8		
66	REINFORCED CONCRETE BOX WING WALL	EA	16		
EROSION AND SEDIMENT CONTROL					
67	TEMPORARY SEEDING	ACRE	4.8		
68	HYDROCOVER (STANDARD)	LB	2,465		
69	EROSION CONTROL BLANKET (TYPE G)	SY	15,385.4		

Item #	Description	Unit	Quantity	Bid Unit Price	Total Bid Item Price
70	SEDIMENT REMOVAL	CY	702		
71	SILT FENCE	LF	8,937		
72	ROCK CHECK DAM	EA	583		
73	TEMPORARY BERM	LF	3,252		
74	INLET PROTECTION	EA	39		
75	SEDIMENT TRAP	EA	3		
SEEDING AND SODDING					
76	SEEDING	ACRE	15.4		
77	SODDING	SY	47,236.1		
FENCING, GATES AND MONUMENTS					
78	WOVEN WIRE FENCE INSTALLATION	LF	5,192		
79	RESET CHAIN-LINK FENCE	LF	1,344		
80	CUSTOM FENCE INSTALLATION	LF	4,008		
81	GATE INSTALLATION	EA	5		
82	RELOCATE MONUMENTS	EA	2		
LEE'S SUMMIT WATER MAIN					
83	REDUCER (8" X 6")	EA	1		
84	REDUCER (12" X 8")	EA	1		
85	TEE (12" X 12")	EA	3		
86	SOLID SLEEVE (6")	EA	1		
87	SOLID SLEEVE (12")	EA	1		
88	SOLID SLEEVE (16")	EA	6		
89	SOLID SLEEVE (20")	EA	6		
90	BEND (8") (11.25°)	EA	4		
91	BEND (8") (22.5°)	EA	4		
92	BEND (8") (45°)	EA	1		
93	BEND (8") (90°)	EA	1		
94	BEND (12") (11.25°)	EA	1		
95	BEND (12") (22.5°)	EA	2		
96	BEND (12") (45°)	EA	2		
97	BEND (16") (45°)	EA	12		
98	BEND (20") (11.25°)	EA	1		
99	BEND (20") (45°)	EA	9		
100	GATE VALVE (8")	EA	3		
101	BUTTERFLY VALVE (12")	EA	3		

Item #	Description	Unit	Quantity	Bid Unit Price	Total Bid Item Price
102	PVC WATER MAIN (8") (C-900)	L.F	2,225		
103	PVC WATER MAIN (12") (C-900)	L.F	1,594		
104	DIP WATER MAIN (16") (CLASS 54)	L.F	1,267		
105	DIP WATER MAIN (20") (CLASS 54)	L.F	1,160		
106	STEEL ENCASEMENT PIPE (20")	L.F	118		
107	FIRE HYDRANT ASSEMBLY (NEW)	EA	9		
108	FIRE HYDRANT ASSEMBLY (RECONNECT)	EA	1		
109	BLOW OFF ASSEMBLY	EA	1		
LEE' SUMMIT SANITARY SEWER					
110	CAP AND SEAL EXISTING SAN. SEWER MANHOLE	EA	1		
111	ADJUST EXISTING SAN. SEWER MANHOLE TOP	EA	1		
KANSAS CITY WATER MAIN					
112	REDUCER (8" X 6")	EA	1		
113	REDUCER (12" X 6")	EA	1		
114	REDUCER (12" X 8")	EA	1		
115	TEE (12" X 6")	EA	1		
116	TEE (12" X 8")	EA	1		
117	TEE (12" X 12")	EA	1		
118	TEE (20" X 12")	EA	1		
119	SOLID SLEEVE (6")	EA	1		
120	SOLID SLEEVE (8")	EA	1		
121	SOLID SLEEVE (16")	EA	2		
122	SOLID SLEEVE (20")	EA	2		
123	BEND (6") (22.5°)	EA	1		
124	BEND (6") (90°)	EA	2		
125	BEND (8") (45°)	EA	3		
126	BEND (12") (11.25°)	EA	1		
127	BEND (12") (22.5°)	EA	10		
128	BEND (12") (45°)	EA	2		
129	BEND (12") (90°)	EA	1		
130	GATE VALVE (6")	EA	2		
131	GATE VALVE (8")	EA	2		
132	GATE VALVE (12")	EA	5		
133	DIP WATER MAIN (6") (CLASS 52)	LF	673		
134	DIP WATER MAIN (8") (CLASS 52)	LF	1,916		

Item #	Description	Unit	Quantity	Bid Unit Price	Total Bid Item Price
135	DIP WATER MAIN (12") (CLASS 52)	LF	4,128		
136	DIP WATER MAIN (16") (CLASS 54)	LF	10		
137	DIP WATER MAIN (20") (CLASS 54)	LF	10		
138	FIRE HYDRANT ASSEMBLY (NEW)	EA	7		
139	AIR RELEASE VALVE	EA	2		
140	TYPICAL FLUSHING ASSEMBLY	EA	1		
141	AS-BUILT WATER PLANS	EA	1		
STREET LIGHTING					
142	ALUMINUM STREET LIGHT POLE (40' MOUNT HT)	EA	74		
143	BRACKET ARM (15')	EA	74		
144	COBRAHEAD LUMINAIRE (400 WATT) (LEE'S SUMMIT)	EA	33		
145	COBRAHEAD LUMINAIRE (400 WATT) (KCMO)	EA	46		
146	STREET LIGHT POLE BASE (CONCRETE)	EA	74		
147	POWER SUPPLY (4-CIRCUIT)	EA	3		
148	STREET LIGHT CONTROLLER (FOUR-CIRCUIT)	EA	1		
149	STREET LIGHT CONTROLLER (TWO-CIRCUIT)	EA	2		
150	CONDUIT (2" HDPE) (INSTALLED)	LF	14,550		
151	CONDUIT (3" PVC SCH 40) (INSTALLED)	LF	400		
152	CABLE (3c #4 AWG TYPE RHH / RHW / USE)	LF	5,580		
153	CABLE (3c #6 AWG TYPE RHH / RHW / USE)	LF	10,770		
154	POLE AND BRACKET CABLE (1c #10 AWG TYPE RHW / USE)	LF	12,240		
155	PULL BOX (CLASS I)	EA	3		
156	JUNCTION BOX (TYPE II)	EA	1		
157	FUSEHOLDERS	EA	237		
158	CABLE RETAINERS	EA	45		
159	REMOVE AND RESET PRIVATE LIGHT SYSTEM	EA	1		
TRAFFIC CONTROL, MARKING AND SIGNING					
160	SIGN POST (SQUARE STEEL)	EA	73		
161	SIGN POST (STRUCTURAL STEEL)	EA	4		
162	SIGNS (PERMANENT)	SF	595		
163	TYPE STR2L-3 SIGNS (PERMANENT)	SF	171.5		
164	TUBULAR SUPPORT, TYPE C-2018-34	EA	1		
165	HIGH-BUILD PAVEMENT MARKING PAINT (4-INCH WHITE)	LF	14,962		

Item #	Description	Unit	Quantity	Bid Unit Price	Total Bid Item Price
166	HIGH-BUILD PAVEMENT MARKING PAINT (4-INCH YELLOW)	LF	26,340		
167	HIGH-BUILD PAVEMENT MARKING PAINT (6-INCH WHITE)	LF	13,716		
168	HIGH-BUILD PAVEMENT MARKING PAINT (8-INCH WHITE)	LF	144		
169	PRE-FORMED THERMOPLASTIC PAVEMENT MARKING (6-INCH WHITE)	LF	530		
170	PRE-FORMED THERMOPLASTIC PAVEMENT MARKING (18-INCH YELLOW)	LF	178		
171	PRE-FORMED THERMOPLASTIC PAVEMENT MARKING (24-INCH WHITE)	LF	292		
172	PRE-FORMED THERMOPLASTIC PAVEMENT MARKING SYMBOL (LEFT/RIGHT ARROW)	EA	96		
173	PRE-FORMED THERMOPLASTIC PAVEMENT MARKING SYMBOL (COMBINATION THRU-RIGHT ARROW)	EA	3		
174	PRE-FORMED THERMOPLASTIC PAVEMENT MARKING SYMBOL (LANE DROP ARROW)	EA	3		
175	PRE-FORMED THERMOPLASTIC PAVEMENT MARKING SYMBOL (ONLY)	EA	6		
176	PRE-FORMED THERMOPLASTIC PAVEMENT MARKING SYMBOL (BICYCLIST WITH ARROW)	EA	19		
177	PAVEMENT MARKING REMOVAL	LF	6,252		
178	TRAFFIC CONTROL STRIPING (4-INCH WHITE)	LF	21,230		
179	TRAFFIC CONTROL STRIPING (4-INCH YELLOW)	LF	27,533		
180	TRAFFIC CONTROL STRIPING (24-INCH WHITE)	LF	51		
181	TRAFFIC CONTROL SIGNING	SF	1,538		
182	TRAFFIC CONTROL BARRICADE (TYPE III - MOVABLE)	EA	54		
183	TRAFFIC CONTROL CHANNELIZER	EA	311		
184	TRAFFIC CONTROL FLASHING ARROW PANEL	EA	1		
TRAFFIC SIGNALS					
185	TRAFFIC SIGNAL POLE WITH 43' M.A. AND 15' BRACKET ARM (40' M.H.)	EA	1		
186	TRAFFIC SIGNAL POLE WITH 45' M.A.	EA	1		
187	TRAFFIC SIGNAL POLE WITH 47' M.A. AND 15' BRACKET ARM (40' M.H.)	EA	2		
188	TRAFFIC SIGNAL POLE WITH 50' M.A. AND 15' BRACKET ARM (40' M.H.) (LEE'S SUMMIT)	EA	1		
189	TRAFFIC SIGNAL POLE WITH 50' M.A. AND 15' BRACKET ARM (40' M.H.) (KCMO)	EA	1		
190	TRAFFIC SIGNAL PEDESTAL POLE 10'	EA	2		

Item #	Description	Unit	Quantity	Bid Unit Price	Total Bid Item Price
191	TRAFFIC SIGNAL PEDESTAL POLE 15'	EA	2		
192	CONCRETE TRAFFIC SIGNAL POLE BASE (TYPE B13)	EA	5		
193	CONCRETE TRAFFIC SIGNAL POLE BASE (TYPE C)	EA	4		
194	CONCRETE TRAFFIC SIGNAL POLE BASE (TYPE B-SPECIAL)	EA	1		
195	TRAFFIC SIGNAL HEAD (TYPE A)	EA	9		
196	TRAFFIC SIGNAL HEAD (TYPE C)	EA	2		
197	TRAFFIC SIGNAL HEAD (TYPE F)	EA	1		
198	TRAFFIC SIGNAL HEAD (TYPE H)	EA	3		
199	TRAFFIC SIGNAL HEAD (TYPE K)	EA	2		
200	TRAFFIC SIGNAL HEAD (TYPE L)	EA	4		
201	TRAFFIC SIGNAL HEAD (TYPE FYA)	EA	4		
202	PULL BOX (CLASS 2)	EA	2		
203	PULL BOX (CLASS 3)	EA	2		
204	PULL BOX (TYPE 1)	EA	1		
205	PULL BOX (TYPE 2)	EA	1		
206	CONDUIT (2" HDPE) (INSTALLED)	LF	759		
207	CONDUIT (3" HDPE) (INSTALLED)	LF	160		
208	CONDUIT (4" HDPE) (INSTALLED)	LF	631		
209	CONDUIT (3" PVC SCH 40) (INSTALLED)	LF	20		
210	CABLE (3c #8 AWG TYPE RHH / RHW / USE)	LF	80		
211	CABLE (2c #14 AWG TYPE 20-1)	LF	730		
212	CABLE (3c #14 AWG TYPE 20-1)	LF	215		
213	CABLE (5c #14 AWG TYPE 20-1)	LF	745		
214	CABLE (7c #14 AWG TYPE 20-1)	LF	5,170		
215	CABLE (3c #16 AWG TYPE 20-2)	LF	650		
216	TRAFFIC SIGNAL CONTROLLER ASSEMBLY (NEMA TYPE P TS1)	EA	1		
217	VIDEO DETECTION SYSTEM	EA	1		
218	THERMAL VIDEO DETECTION SYSTEM	EA	1		
219	EMERGENCY VEHICLE DETECTION SYSTEM	EA	1		
220	1-CIRCUIT POWER SUPPLY	EA	1		
221	PEDESTRIAN PUSHBUTTON	EA	2		
222	PEDESTRIAN PUSHBUTTON WITH APS PROVISIONS	EA	2		
223	INTERNALLY ILLUMINATED STREET NAME SIGN	EA	1		
Total Base (Alternate A) Bid Price					

Item #	Description	Unit	Quantity	Bid Unit Price	Total Bid Item Price
Alternate Bid (Alternate B Pavement - Additions)					
8B	SUBGRADE STABILIZATION (9" FLY ASH)	SY	76,604.4		
10B	AGGREGATE BASE (4") (MODOT TYPE 5)	SY	224.3		
21B	ASPHALTIC CONCRETE SURFACE (2") (APWA TYPE 3-01)	SY	71,898.6		
224	AGGREGATE BASE (6") (MODOT TYPE 5)	SY	76,604.4		
225	ASPHALTIC CONCRETE BASE (2.5") (APWA TYPE 2-01)	SY	2,256.0		
226	ASPHALTIC CONCRETE BASE (4") (APWA TYPE 2-01)	SY	65,877.7		
227	ASPHALTIC CONCRETE BASE (5") (APWA TYPE 1-01)	SY	2,256.0		
228	ASPHALTIC CONCRETE BASE (6") (APWA TYPE 1-01)	SY	68,038.4		
Total Bid Price for Alternate Bid					

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

6.02 *Progress Payments; ~~Retainage~~*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment monthly during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of 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 in the General Requirements.
 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 Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- a. ~~95 percent of Work completed (with the balance being retainage); and~~
 - b. ~~95 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 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate as specified by Missouri State Statute, RSMo 34-057.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. 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.
 - C. 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.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (~~except Underground Facilities~~), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
 - E. Contractor has considered the information known to Contractor; 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 Site-related reports and drawings

identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that 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 Documents.
- G. 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.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 14, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. Other bonds (pages _____ to _____, inclusive).
 - a. _____ (pages _____ to _____, inclusive).
 - b. _____ (pages _____ to _____, inclusive).
 - c. _____ (pages _____ to _____, inclusive).
 - 5. General Conditions (pages 1 to 70, inclusive).
 - 6. Supplementary Conditions (pages 1 to 6, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.

8. Drawings consisting of 564 sheets with each sheet bearing the following general title: Douglas Street / Lee's Summit Road Improvements Colbern Road to Gregory Boulevard STP-3301 (455).
9. Addenda (numbers _____ to _____, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
 - a. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
 - b. *[List other required attachments (if any), such as documents required by funding or lending agencies].*
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages _____ to _____, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.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 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *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 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing 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.

10.06 *Other Provisions*

- A. This Agreement and all work related to this Project shall be governed by Title 23 of the Code of Federal Regulations (CFR) and the laws of the State of Missouri and shall be litigated and/or mediated in Jackson County, Missouri. Where conflict may exist, the provisions of Title 23 CFR shall control.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

City of Lee's Summit, Missouri

By: _____

By: _____

Title: City Manager

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Approved
as to Form: _____

Attest: _____

Title: Deputy City Attorney

Title: _____

Address for giving notices:

Address for giving notices:

220 SE Green Street

Lee's Summit, MO 64063

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Agent for service of process: