



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

**PUBLIC WORKS ENGINEERING DIVISION**

***3<sup>rd</sup> Street Improvements Jefferson Street to Blue Parkway  
PROJECT NO. 575***

***ADDENDUM NO. 1***

The original Request for Bid for 3<sup>rd</sup> Street Improvements Jefferson Street to Blue Parkway remains in effect except as revised by the following changes, which shall take precedence over anything to the contrary in the contract instruments, drawings, or technical specifications.

**CONTRACT DOCUMENTS AND DRAWINGS:**

The Documents and Drawings for the above referenced project dated June 2024 are hereby amended in the following particulars only; all other conditions remain unchanged.

The following changes are in effect:

Project Manual:

1. Notice to Contractor's, Paragraph (15) has been updated to show the number of trainee hours as zero (0), consistent with the rest of the contract.
2. Section 1006 Price Indexing updated to replace Platt's Oilgram – Pad 2 with U.S Energy Information Administration (EIA) Retail Price Index for Ultra Low Sulfur Diesel in the Midwest PADD 2 area as the "Starting Fuel Index".
3. The Agreement (C-520), has been updated to reflect the following changes:
  - a. A milestone of 30 days for the closure of Jefferson St during Phase 0 has been added to the Agreement (Section 4.03.A).
  - b. Item 105 in the table in Article 5 has been changed from "4" Broken Yellow Pavement Marking (Preformed Thermoplastic)" to "4" Broken Yellow Pavement Marking (High-Build Paint)"
4. Section 01120 paragraph 2.103 to 2.106 Pavement Marking (Permanent Striping), Section C 2.105 4" Broken Yellow Pavement Marking (Preformed Thermoplastic) is now 4" Broken Yellow Pavement Marking (High-Build Paint).
5. Remove JSP-13-01D Contract Liquidated Damages. Refer to the Agreement (Section C-520) for Liquidated damages tied to contract times.
6. Utilities LPA-15-13A updated Paragraphs 3.0 – 7.0 to reflect current state of utility relocates
7. Add JSP-18-01DD. Missouri Department of Transportation issued revision: Add JSP with the attached current version "Supplemental Revisions JSP-18-01DD". Please note that

Federal financial assistance for this project is over \$500,000.00, and Buy America requirements will still apply.

Construction Plans:

1. Sheet 66 – Note 3 updated to describe that the base plate for all screw in foundations must be larger than the pole base with no overhang allowed and shop drawings are to be approved by the engineer.
2. Sheet 67 – Note added to Shepherds Hood Street Light Detail: “Changes to material or connections of the luminaire to the Shepherd’s Hood pole are subsidiary to the bid item. “Install 20’ Shepherds Hook light pole”.
3. Sheet 75 – Note added “Connection to the Existing Cabinet will need to be approved by the engineer. Any additional work or materials to make the connection will be subsidiary to the 1 ½” Conduit bid item.

ACKNOWLEDGEMENT

Each bidder shall acknowledge receipt of this **Addendum No. 1 of Project No. 575, 3<sup>rd</sup> Street Improvements Jefferson Street to Blue Parkway** by his/her signature affixed hereto, and shall attach this Addendum to the original bid submitted. Failure to sign and submit this addendum could render your bid nonresponsive.

CERTIFICATION BY BIDDER:

Signature \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

Date \_\_\_\_\_

## NOTICE TO CONTRACTORS

Bids for the construction of the Project will be received electronically submitted via QuestCDN ([www.QuestCDN.com](http://www.QuestCDN.com)), until **2:00 P.M. local time on October 24, 2024**, and at that time the Bids received will be publicly opened and read via Zoom video conferencing at <https://us06web.zoom.us/j/85854870803?pwd=1EEUsqj0QEUho81JDYKgwNZaTbB19D.1>

A Pre-Bid conference for the Project will be held on **October 9, at 2:00 P.M local time** at Lee's Summit City Hall, 220 SE Green Street, Lee's Summit, MO in the Strother Conference room. Attendance at the pre-bid conference is encouraged but not required.

Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

**(1) PROPOSED WORK:** The proposed work, hereinafter called the work, includes:

The work for the project, 3<sup>rd</sup> Street Improvements Jefferson St. to Blue Parkway, includes, but is not necessarily limited to: The installation of storm pipe, curb inlets, water main replacement, sidewalk, shared-use path, road paving, curb and gutter, pavement marking and street lighting. The project also includes additional streetscape elements like trees, tree grates and pedestrian lighting to be added along 3<sup>rd</sup> Street with the Downtown Central Business District between Jefferson Street and Market St.

**(2) COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the current version of the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction," and "Missouri Standard Plans for Highway Construction" (if applicable), their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work.

Standard Publications	Location Available
Kansas City Metropolitan Chapter of the American Public Works Association (APWA) Standard Specifications	<a href="http://kcmetro.apwa.net/chapters/kcmetro/specifications.asp">http://kcmetro.apwa.net/chapters/kcmetro/specifications.asp</a>
The City of Lee's Summit, MO Standard Specifications and Approved Products lists for Street lighting; Traffic Signals; Traffic Control, Marking, Signing; Sanitary Sewers; and Water Mains	<a href="http://cityofls.net/Development/Development-Regulations/Design-and-Construction-Manual.aspx">http://cityofls.net/Development/Development-Regulations/Design-and-Construction-Manual.aspx</a>
Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction, current edition.	<a href="http://www.modot.org/business/standards_and_specs/highwayspecs.htm">http://www.modot.org/business/standards_and_specs/highwayspecs.htm</a>

The effective version shall be determined by the letting date of the project.

These supplemental bidding documents contain all current revisions to the bound printed versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "City of Lee's Summit", and the term "Engineer" is a reference to the Engineer of Record, WSP, Inc.

The contracting authority for this contract is City of Lee's Summit, Missouri.

**(3) PERIOD OF PERFORMANCE:** If the bid is accepted, the bidder agrees that work shall be diligently prosecuted at such rate and in such manner as, in the judgment of the engineer, is necessary for the completion of the work within the time specified as follows in accordance with The Agreement, Section C-520:

Completion Date: November 14, 2025

(4) **LIQUIDATED DAMAGES:** The bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages to be recovered in accordance with The Agreement, Section C-520 shall be as follows:

Liquidated damages per day: \$ 2,825.00 before certificate of substantial completion issued

(5) **BID GUARANTY:** A Bid must be accompanied by Bid Guaranty made payable to Owner in an amount of five (5) percent of Bidder's maximum Bid price and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents (EJCDC Section C-430).

The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid Guaranty of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid Guaranty furnished by such Bidders will be returned.

Bid Guaranty of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid Opening.

(6) **CERTIFICATIONS FOR FEDERAL JOBS:** By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.1 (regarding affirmative action and equal opportunity), Sec. 102.18.2 (regarding disbarment, eligibility, indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anti-collusion), and Sec. 102.18.4 (regarding lobbying activities). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the contracting authority may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.

(7) **ANTIDISCRIMINATION:** The Contracting Authority hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

(8) **FEDERAL AND STATE INSPECTION:** The Federal Government is participating in the cost of construction of this project. All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed by the contractor, and the work will be subject to the inspection of the appropriate State or Federal Agency in the same manner as provided in Sec 105.10 of the Missouri Standard Specifications for Highway Construction with all revisions applicable to this bid and contract.

(9) **PREVAILING WAGE (FEDERAL AND STATE):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations, and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in "Annual Wage Order No. 31", that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

*The local agency is required to request a state wage rate determination from the Industrial Commission, Missouri Department of Labor and Industrial Relations, Box 449, Jefferson City, Missouri 65102 or by calling (573) 751-3403 to determine and get access to the applicable Annual Wage Order rates for each project per EPG Article 136.10.2.>*

**(10) WORKER ELIGIBILITY REQUIREMENTS:** Execution of the construction contract for this project is dependent upon the awarded bidder providing an Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU) between the bidder and Department of Homeland Security to the Contracting Authority as required by section 285.530 RSMo. The cover page and signature page of the E-Verify MOU and the Affidavit must be submitted prior to award of this contract.

The Work Authorization Affidavit to be submitted prior to awarding a contract is enclosed with these bid documents.

All bidders must also be enrolled in the E-Verify Program, and include their MOU prior to contract execution. Bidders who are not enrolled will need to go to the following website link and select “Enroll in the Program” to get started. After completing the program, they will receive their E-Verify MOU with Department of Homeland Security. This document will need to be printed out and kept on file so that a copy can be attached to the Affidavit of Compliance.

[http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)

This requirement also applies to subcontractors and contract labor, but this contract only requires submittal of the verification documents for the prime contractor. It is the prime contractor’s responsibility to verify the worker eligibility of their subcontractors in order to protect their own company from liability as required by section 285.530 RSMo.

**(11) OSHA TEN HOUR TRAINING REQUIREMENTS:** Missouri Law, 292.675 RSMO, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties, for Non-Compliance include contractor forfeiture to the Contracting Authority in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

**(12) BUY AMERICA REQUIREMENTS:** Construction contracts shall assure compliance with Section 165 of the Surface Transportation Assistance Act of 1982, Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, 23 CFR 635.410, and the Bipartisan Infrastructure Law (2021) Build America, Buy America Act Publication L. No. 117-58 regarding Buy America provisions on the procurement of foreign products and materials. On all contracts involving Federal-aid, all products of iron, steel, or a coating of steel which are incorporated into the work must have been manufactured in the United States. Construction materials consisting primarily of non-ferrous metals, plastic and polymer-based products, glass, lumber, or drywall also require Buy America certification. Cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives are excluded from this requirement. In addition, manufactured products are currently exempted under the 1983 waiver from FHWA. The Contracting Authority may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1 percent of the contract sum or \$2,500, whichever is greater. The Contractor certifies that these materials are of domestic origin. Additional information regarding the “Buy America” requirements can be found at:

<https://www.fhwa.dot.gov/construction/cqit/buyam.cfm>

**(13) ADDENDUM ACKNOWLEDGEMENT:** The undersigned states that the all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal.

**(14) SIGNATURE AND IDENTITY OF BIDDER:** The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder) they are the agent of, and they are signing and executing this, as the bid of

\_\_\_\_\_, which is the correct LEGAL NAME as stated on the contractor questionnaire (if applicable).

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (4) corporation. Indicate by marking the appropriate box below.

☐ sole individual

☐ partnership

☐ joint venture

☐ corporation, incorporated under laws of state of \_\_\_\_\_.

b) If the bidder is doing business under a fictitious name, indicate below by filling in the fictitious name

\_\_\_\_\_

Executed by bidder this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF MISSOURI, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON-RESPONSIVE, AND CAUSE IT TO BE REJECTED.

THE BIDDER CERTIFIES THAT THE BIDDER'S COMPANY KNOWINGLY EMPLOYS ONLY INDIVIDUALS WHO ARE AUTHORIZED TO WORK IN THE UNITED STATES IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND ALL PROVISIONS OF MISSOURI EXECUTIVE ORDER NO. 07-13 FOR CONTRACTS WITH THE CONTRACTING AUTHORITY.

☐ Check this box ONLY if the bidder REFUSES to make any or all of these certifications. The bidder may provide an explanation for the refusal(s) with this submittal.

\_\_\_\_\_  
Signature of Bidder's Owner, Officer, Partner or Authorized Agent

\_\_\_\_\_  
Please print or type name and title of person signing here

Attest:

\_\_\_\_\_  
Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo. A certified copy of such registration of fictitious name or certificate of authority to do business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the standard specifications.

**(15) TRAINEES:** By submitting this bid, the bidder certifies that the bidder is familiar with the Training Provision in the Missouri Highways and Transportation Commission's "General Provisions and Supplement Specifications" which are available on the Missouri Department of Transportation web page at [www.modot.mo.gov](http://www.modot.mo.gov) under "Business with MoDOT" "Standards and Specifications". The number of trainee hours provided under this contract will be 0 slot at 1000 hours per slot or 0 hours.

**(16) SUBCONTRACTOR DISCLOSURE:** Requirements contained within Sec 102.7.8 of the Missouri Standard Specification for Highway Construction shall be waived for this contract.

**(17) PROJECT AWARD:** This project will be awarded to the lowest, responsive, responsible bidder.

**(18) MATERIALS INSPECTIONS:** All technicians who perform, or are required by the FHWA to witness, such sampling and testing shall be deemed as qualified by virtue of successfully completing the requirements of EPG 106.18 Technician Certification Program, for that specific technical area.

**(19) PRIME CONTRACTOR REQUIREMENTS:** The limitation in Sec 108.1.1 of the Missouri Standard Specifications for Highway Construction that "the contractor's organization shall perform work amounting to not less than 40 percent of the total contract cost" is waived for this contract. Instead, the less restrictive terms of the Federal Highway

Administration's rule at Title 23 Code of Federal Regulations (CFR) § 635.116(a) shall apply, so that the contractor must perform project work with its own organization equal to and not less than 30 percent of the total original contract price. All other provisions in Sec 108.1.1 et seq. of the Missouri Standard Specifications for Highway Construction shall remain in full force and effect, and shall continue to govern the contractor and its subcontractors, in accordance with the provisions of Title 23 CFR § 635.116.

**(20) SALES AND USE TAX EXEMPTION:** The City of Lee's Summit, Missouri, a tax exempt entity, will furnish a Missouri Project Exemption Certificate as described in Section 144.062 RSMo to the awarded contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax exempt entity. Only the materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time. Refer to Paragraph 6.10 of the General Conditions for additional information.

**ITEMIZED BID:** The bidder should complete the online Bid Form as shown on the QuestCDN.com website for the Quest eBidDoc Number **8343460** and upload the required bid submittal documents, to include this Notice to Contractors and the required Bid Bond.

## SECTION 01006

### PRICE INDEXING

#### PART 1 GENERAL

##### 1.01 ENROLLMENT

- A. Participation in any or all of the programs listed in this Section is optional, and the Contractor shall indicate, per the instructions in Section 605, whether or not they want to participate in each program. The failure to accept or decline participation in a program will be interpreted as an election not to participate in the respective program.

##### 1.02 FUEL PRICE INDEXING

- A. The method of price adjustment for the fuel that may be used in the construction of the Work will be based on "Fuel Usage Factors" for the various items as noted in Table 01006-1.

Item of Work	Unit	Fuel Usage Factor
Unclassified Excavation	Gal/Cu. Yd.	0.30
Embankment	Gal/Cu. Yd.	0.35
Concrete Pavement	Gal/Sq. Yd.	
Round to nearest 1" increment.	6"	0.42
(If 7.5" pavement, use 8" factor).	7"	0.46
If less than 6", use 6" factor.	8"	0.50
	9"	0.55
	10"	0.59

Table 01006-1

- B. The first Monday of the month in which the Project Bids are opened will be used to establish the "Starting Fuel Index" for the duration of the Work. The "Starting Fuel Index" will be the U.S. Energy Information Administration (EIA) Retail Price Index for Ultra Low Sulfur Diesel in the Midwest PADD 2 area.
- C. Pay items and unit prices in the contract will not change. The "Monthly Fuel Index" of Ultra Low Sulfur Diesel from the price index will be determined as reported by EIA Midwest PADD 2 area on the 1st Monday of the month and will apply to all pay applications during that month regardless of the type of fuel used.
- D. The quantities of completed work for the payment period will be determined per the contract documents and included in the pay application. These same quantities will be used to determine the fuel usage for any price adjustment.
- E. The difference ( $\pm$ ) between the "Monthly Fuel Index" and the "Starting Fuel Index" will be the "Monthly Fuel Index Adjustment Factor". This "Monthly Fuel Index Adjustment Factor" along with the "Fuel Usage Factor" and quantities of completed work for which payment is made will determine the fuel adjustment payment or deduction.
- F. If adjustments are made in the contract quantities, the Contractor shall accept the fuel



adjustment as full compensation for increases or decreases in the price of fuel regardless of the amounts of overrun or underrun.

### G. Basis of Payment

1. The fuel adjustment will be computed each pay period work is performed by the following formula:

SFI = Starting Fuel Index                      MFI = Monthly Fuel Index  
Qty = Quantities of Work Completed       FUF = Fuel Usage Factor

$$\text{Monthly Fuel Index Adjustment Factor (dollars)} = (\text{MFI} - \text{SFI}) \times \text{Qty} \times \text{FUF}$$

2. Payments or deductions for the fuel adjustments on the various items of work will be made on the pay application as "Fuel Adjustment". No change order will be required.

### 1.03 ASPHALT CEMENT PRICE INDEXING

- A. Adjustments will be made to the payments due the Contractor for any bituminous base and asphaltic concrete pavement that contains PG64-22, PG70-22 or PG76-22 when it has been determined that the monthly midpoint of the published prices of PG64-22 for St. Louis, Missouri area and Kansas City area prices has fluctuated from the monthly midpoint of the month the Work was bid. The St. Louis, Missouri area and Kansas City area price will be obtained from the MoDOT Asphalt Price Index as listed on the MoDOT website (<https://www.modot.org/asphalt-price-index>). The monthly base price will be the price from the last published MoDOT price prior to bid opening. The monthly base price, established prior to the bid opening, shall apply to payment estimates for the following month.
- B. The asphalt price adjustment will be applied to the actual amount of virgin asphalt binder used by the Contractor for all asphalt items in the contract. Asphalt set up on a square yard basis will be converted to tons using the unit weight provided in the job mix formula in use. The adjustment will be applied to projects that have a quantity of over 1000 tons. The percentage of virgin asphalt as shown in the job mix formula will be the basis for adjustments for any asphalt mix type placed on the project during the monthly index period. The effective asphalt obtained from the use of recycled asphalt pavement (RAP) will not be eligible for adjustment. The base price index for PG64-22 will be applied to the asphalt mix for mixes using PG64-22, PG70-22 or PG76-22.

### C. Basis of Payment

1. To determine the adjustment for any material specified in this provision the following formula will be used:

$$A = (B \times C) \times (D-E)$$

Where: A = Adjustment for mix placed during monthly average index period  
 B = Tons of Mix Placed during the monthly average index period  
 C = % of virgin asphalt binder as listed in the job mix formula in use  
 D = monthly average price at time mix placement  
 E = monthly average price at time of bid

2. The Owner and/or Engineer will make adjustment payments, as defined above, for the applicable work completed during each month except for projects on which the Contractor is being charged liquidated damages, due to working beyond the project completion date. In this case, the "D" value used for the price adjustment will be either the last "D" value prior to the date that liquidated damage assessment began or the current monthly "D" value, whichever is lower. If the Contractor is being charged liquidated damages due to the contract being beyond the project completion date and the current months "D" value results in a deduction, then the current monthly "D" value will be used.

END OF SECTION

## SECTION 00605 – PRICE INDEXING STATEMENTS

OWNER - CITY OF LEE'S SUMMIT, MISSOURI

PROJECT - 3<sup>rd</sup> Street Improvements Jefferson Street to Blue Parkway

PROJECT No. - 575

### FUEL PRICE INDEXING PROVISION (Refer to Section 1006)

- A. Bidders have the option to accept or decline this provision. The bidder must mark a box below and initial. Failure to mark one of the boxes will be interpreted as a choice to decline. No price adjustments will be made, due to fuel price changes, for bidders who do not accept this provision.

Concrete Pavement:	<input type="checkbox"/> Accept	<input type="checkbox"/> Decline	Initial_____
Embankment:	<input type="checkbox"/> Accept	<input type="checkbox"/> Decline	Initial_____
Excavation:	<input type="checkbox"/> Accept	<input type="checkbox"/> Decline	Initial_____

### ASPHALT CEMENT PRICE INDEXING PROVISION (Refer to Section 1006)

- A. Bidders have the option to accept or decline this provision. The bidder must mark a box below and initial. Failure to mark one of the boxes will be interpreted as a choice to decline. No price adjustments will be made, due to asphalt price changes, for bidders who do not accept this provision.

Asphalt Cement	<input type="checkbox"/> Accept	<input type="checkbox"/> Decline	Initial_____
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# 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 **[name of contracting entity]** ("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: the reconstruction of the SW 3rd Street Corridor from SW Blue Parkway to SW Jefferson St. The project will consist of pavement reconstruction, sidewalk reconstruction, the addition of a 10' multi use trail, storm sewer replacement, utility relocation, and grading.

## ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: City Project No. 575 3<sup>rd</sup> Street Improvements

## ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **WSP USA Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract, except as described in Paragraph 3.03 of this Agreement.
- 3.02 The part of the Project that pertains to the Work has been designed by **WSP USA Inc.**
- 3.03 The Owner shall be responsible for handling the following matters notwithstanding the fact that certain portions of the Contract Documents may list the Engineer as having responsibility for said matters:
- A. Furnish a Resident Project Representative;
  - B. Change of Working Hours;
  - C. Make Determinations for Unit Price Work (determine quantities and classifications);
  - D. Field orders, Work Change Directives, Change Orders;
  - E. Progress Payments;
  - F. Monitor Contractor's schedule, progress, schedule and conduct progress meetings;
  - G. Receive in writing questions from the Contractor regarding all matters concerning the requirements of the Contract Documents (sometimes referred to as requests for information or

interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents;

- H. The Owner will be the initial interpreter of the requirements of the Contract Documents;
- I. The Owner will render decision regarding the requirements of the Contract Documents;
- J. The Owner will judge of the acceptability of the Work; and
- K. Coordinate construction services provided by the Engineer as needed.

In the event that portions of the Contract Documents indicate that the Engineer is to handle, provide input, or receive notices or filings with regard to any of the above referenced matters, this Article 3 shall prevail.

#### ARTICLE 4—CONTRACT TIMES

##### 4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

##### 4.02 *Contract Times: Dates*

- A. The Work will be substantially complete on or before **November 14, 2025**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **January 13, 2026**.

##### 4.03 *Milestones*

- A. In Phase 0 the intersection of Jefferson Street and SW 3rd Street will have a 30 day closure restriction. After the 30 day closure time is exceeded any additional shutdown time will be subject to *Liquidated Damage* costs as described in Section 4.04.
- B. Completion of the punch list attached to the Certificate of Substantial Completion shall be achieved within 30 days after Substantial Completion.

##### 4.04 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
  - 1. *Substantial Completion*: Contractor shall pay Owner **\$2,825.00** 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 **2,825.00** for each day that expires after such time until the Work is completed and ready for final payment.
3. *Milestones:*
  - a. Contractor shall pay Owner **\$2,825.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Paragraph 4.03.A, or until the time specified for the Work to be completed and ready for final payment, at which time the rate indicated in Paragraph 4.04.A.2 will apply, rather than this Milestone rate.
  - b. Contractor shall pay Owner **\$2,825.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone reflected in Paragraph 4.03.B, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.04.A.1 will apply, rather than this Milestone rate.
4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

#### 4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established 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).

Base Bid - Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Mobilization	LS	1		
2	Channelizer (Trim-Line)	EA	251		
3	Type III Barricade	EA	30		
4	Signing (Temporary)	SF	730		
5	Demolition and Removals	LS	1		
6	Abandon SW Bell Vaults	EA	4		
7	Clearing and Grubbing	LS	1		
8	Contractor Survey and Staking	LS	1		
9	Unclassified Excavation	CY	10,670		
10	Embankment	CY	175		
11	Milling	SY	404		
12	Concrete Pavement (8")	SY	14,318		
13	MoDOT Type 5 Aggregate Base Course 4"	SY	8,718		
14	MoDOT Type 5 Aggregate Base Course 6"	SY	16,769		
15	Geogrid for Subgrade Stabilization	SY	16,613		
16	Compacted Subgrade (12")	SY	16,613		
17	Asphaltic Concrete Surface (2")	SY	816		
18	Asphaltic Concrete Base (4")	SY	412		
19	Stamped Concrete (4")	SY	560		
20	Stamped Concrete (6")	SY	358		
21	Concrete Shared Use Path (6")	SY	2,738		
22	Sidewalk (4")	SY	1,887		
23	Integral Sidewalk Retaining Wall	SY	129		

Base Bid - Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
24	ADA Ramp (6") – Type A	EA	20		
25	ADA Ramp (6") – Type B	EA	1		
26	ADA Ramp (6") – Type M	EA	3		
27	Commercial Driveway (8")	SY	1,536		
28	Residential Driveway (6")	SY	1,171		
29	Concrete Stairs	SF	28		
30	Bollards	EA	6		
31	CG-1 Curb & Gutter	LF	6,888		
32	CG-2 Curb & Gutter	LF	1,155		
33	C-1 Curb	LF	751		
34	Sod	SY	5,222		
35	5' x 3' Curb Inlet (Type 1)	EA	4		
36	6' x 3' Curb Inlet (Type 1)	EA	6		
37	8' x 3' Curb Inlet (Type 1)	EA	7		
38	5' x 3' Curb Inlet (Type 2)	EA	3		
39	6' x 3' Curb Inlet (Type 2)	EA	4		
40	8' x 3' Curb Inlet (Type 2)	EA	4		
41	5' x 4.5' Curb Inlet (Special)	EA	5		
42	6' x 4.5' Curb Inlet (Special)	EA	1		
43	8' x 4.5' Curb Inlet (Special)	EA	3		
44	Grate Inlet	EA	2		
45	Field Inlet	EA	2		
46	4' x 3' Junction Box	EA	2		



Base Bid - Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
47	4' x 4' Junction Box	EA	3		
48	5' x 5' Junction Box	EA	1		
49	15" RCP	LF	1,531		
50	18" RCP	LF	1,001		
51	24" RCP	LF	465		
52	30" RCP	LF	364		
53	30" End Section	EA	1		
54	Pipe Collar	EA	1		
55	Integral Sidewalk Trench Drain	EA	2		
56	Rock Lined Ditch (Type 3)	SY	30		
57	Silt Fence	LF	439		
58	Wattle/Biodegradable Log	LF	121		
59	Inlet Protection	EA	39		
60	Wattle/Biodegradable Log Ditch Check	EA	3		
61	8" AWWA C900 PVC	LF	3,882		
62	12" AWWA C900 PVC	LF	266		
63	8" Gate Valve and Box	EA	23		
64	12" Gate Valve and Box	EA	3		
65	8" 90 Degree Bend	EA	11		
66	8" 45 Degree Bend	EA	19		
67	12" 45 Degree Bend	EA	2		
68	8" 11.25 Degree Bend	EA	5		
69	6" x 6" Tee	EA	1		

Base Bid - Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
70	8" x 6" Tee	EA	7		
71	8" x 8" Tee	EA	10		
72	12" x 6" Tee	EA	1		
73	12" x 8" Tee	EA	1		
74	12" x 12" Tee	EA	1		
75	8" x 2" Reducer	EA	1		
76	8" x 4" Reducer	EA	2		
77	8" x 6" Reducer	EA	10		
78	12" x 4" Reducer	EA	2		
79	Fire Hydrant Assembly	EA	8		
80	Water Meter Well, Ring, & Lid	EA	41		
81	Water Meter Setter	EA	33		
82	Water Meter Double Setter	EA	11		
83	3/4" Copper Water Service Line	LF	1,354		
84	1" Copper Water Service Line	LF	324		
85	2" Copper Water Service Line	LF	8		
86	Sanitary Manhole Adjustment	EA	3		
87	Sanitary Sewer Cleanout Cover	EA	1		
88	Acorn Luminaire, 40 Watt LED	EA	9		
89	Cobra Head Luminaire	EA	16		
90	10' Pedestrian Light Pole	EA	9		
91	30' Street Light Pole, 10' Arm	EA	10		
92	30' Street Light Pole, 6' Arm	EA	6		

Base Bid - Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
93	Junction Box, Type I	EA	18		
94	Junction Box, Type II	EA	3		
95	Street Light Power Supply, Pad Mounted	EA	1		
96	Screw-In Foundation	EA	25		
97	Conduit, 1" HDPE, Schedule 40	LF	4,000		
98	Conduit, 1.5" HDPE, Schedule 40	LF	590		
99	Conduit, 2.5" PVC, Schedule 40, Concrete Encased	LF	55		
100	Cable, 1c #10, Type THWN, Pole & Bracket Cable	LF	2,130		
101	Cable, 1c #8, Type THWN	LF	19,320		
102	Cable, #8, Bare Neutral	LF	6,440		
103	4" Solid White Pavement Marking (High-Build Paint)	LF	569		
104	4" Solid Yellow Pavement Marking (High-Build Paint)	LF	5,362		
105	4" Broken Yellow Pavement Marking (High-Build Paint)	LF	4,442		
106	24" Solid White Pavement Marking (Preformed Thermoplastic)	LF	365		
107	Left Turn Arrow Symbol (Preformed Thermoplastic)	EA	18		
108	ADA Handicap Pavement Marking Symbol	EA	1		
109	4" Solid Yellow Pavement Marking Removal	LF	196		
110	4" Solid White Pavement Marking Removal	LF	240		
111	24" Solid White Pavement Marking Removal	LF	118		
112	Signs (Permanent)	SF	160		
113	Sign Posts	EA	17		

Base Bid - Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
114	Traffic Signal Modifications	LS	1		
115	Chain Link Fence	LF	66		
<b>Total of all Extended Prices for Base Bid - Unit Price Work</b> (subject to final adjustment based on actual quantities)					\$

Add Alternate A - Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
A1	Acorn Luminaire, 40 Watt LED	EA	10		
A2	Teardrop Luminaire, 82 Watt LED	EA	2		
A3	10' Pedestrian Light Pole	EA	10		
A4	20' Street Light Pole W/Light Bracket Arm and Banner Arm (Shepard's Hook)	EA	2		
A5	Remove and Reinstall Existing 20' Street Light Pole W/Luminaire, Light Bracket Arm and Banner Arm (Shepard's Hook)	EA	1		
A6	Junction Box, Type I	EA	3		
A7	Junction Box, Type II	EA	2		
A8	Screw-In Foundation	EA	13		
A9	Conduit, ½" Liquid-Tight, Flexible, Non-Metallic	LF	144		
A10	Conduit, 1" HDPE, Schedule 40	LF	1,000		
A11	Conduit, 1 ½" HDPE, Schedule 40	LF	970		
A12	Cable, 1c #12, Type SO Cord	LF	180		
A13	Cable, 1c #10, Type THWN, Pole & Bracket Cable	LF	600		
A14	Cable, 1c #8, Type THWN	LF	9,060		
A15	Cable, #8, Bare Neutral	LF	3,020		

Add Alternate A - Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
A16	Tree Junction Box	EA	12		
A17	Double Gang, Weatherproof, Tree Receptacle Box w/ 2-Duplex GFCI Receptacles	EA	12		
A18	Double Gang, Weatherproof, In-Use Cover	EA	12		
A19	Weatherproof Plug and Connector, NEMA 20-15P & 15R, Twist-Lock	EA	12		
A20	Street Banner Pole System	LS	1		
A21	Trap Rock Layer Under Tree Grates – 3/8" Thick Chips	CY	1		
A22	Overstory Trees	EA	12		
A23	Tree Grate	EA	12		
A24	Planting Soil	CY	21		
A25	Re-Install Brick Paving in Disturbed Areas (Tree & Light Pole Locations)	LS	1		
<b>Total of all Extended Prices for Add Alternate A - Unit Price Work</b> (subject to final adjustment based on actual quantities)					\$

**Total of all Extended Prices for Base Bid - Unit Price Work** \$ \_\_\_\_\_

**Total of all Extended Prices for Base Bid plus Add Alternate A - Unit Price Work** \$ \_\_\_\_\_

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.

C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

## **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. In accordance with the Missouri Prompt Pay Act (34.057 RSMo), the owner may withhold payment for any of the reasons outlined in RsMO 34.057, or as determined by the engineer.
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. **100** 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 **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **150** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

## 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

## 6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

## 6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate as specified by Missouri State Statute, RSMo 8.960.

# ARTICLE 7— CONTRACT DOCUMENTS

## 7.01 *Contents*

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

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 **203** sheets with each sheet bearing the following general title: **3<sup>rd</sup> Street Improvements**.
7. Addenda (numbers **[number]** to **[number]**, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
  - a. **Price Indexing C605**
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. Pursuant to Section 34.600, RSMo., and to the fullest extent permitted by law, Contractor certifies that it is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel.
- B. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;



2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

8.04 *Other Provisions*

- A. This Agreement and all work related to this Project shall be governed by the laws of the State of Missouri and shall be litigated and/or mediated in Jackson County, Missouri.

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:

*(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: George M. Binger

*(typed or printed)*

Title: City Engineer

*(typed or printed)*

Address:

220 SE Green Street

Lee's Summit, MO 64063

Phone: 816.969.1800

Email: publicworks@cityofls.net

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

Contractor:

*(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:

Designated Representative:

Name:

*(typed or printed)*

Title:

*(typed or printed)*

Address:

Phone:

Email:

License No.:

*(where applicable)*

State:

## SECTION 01120

### MEASUREMENT AND PAYMENT

#### PART 1 GENERAL

##### 1.01 REQUIREMENTS INCLUDED AND DEFINITIONS

- A. The term “all costs”, as used in the payment descriptions within Part 2, is defined as full compensation for all equipment, labor, material and incidental costs.
- B. The Work of this Contract (and subsequent payment) consists of furnishing all equipment, labor, material and incidentals, as well as performing all construction, installation and testing of all improvements, modifications and additions, all as shown on the Drawings and detailed in the Specifications.
- C. All work shown on the Drawings or detailed in the Specifications and not specifically set forth in Article 5 of the Agreement as a pay item shall be considered a subsidiary obligation of the Contractor, and all costs in connection therewith shall be included in the prices named in the proposal.
- D. Progress measurements (for progress payments on the pay applications) shall be determined by the amount of work performed during a given period.
  - 1. Payments for items with a lump sum unit shall be based on one of the three options below, with the payment method being agreed upon by all parties.
    - i. Field measured to determine the actual value.
    - ii. An estimated value of the work performed.
    - iii. Pro-rated over the life of the contract, based off contract time or based off the total value of work performed percentage.
  - 2. Payments for items with a unit that may be measured to the tenth may be paid to the tenth. However, rounding will only occur during the final pay application and shall not be applied to any progress measurements.
- E. Final measurement is to be applied to the final pay application. Items not requiring final measurement will pay the full amount in Article 5 of the Agreement, unless appreciable errors are found or changes are authorized by the Owner.
- F. Rounding shall be performed during the final pay application, and rounding shall be to the nearest whole number, with 0 thru 4 being rounded down, and 5 thru 9 being rounded up. The following items will not be rounded, and shall be paid to the nearest tenth:
  - 1. Seed and temporary surfacing.

## PART 2 PAY ITEMS – BASE BID (IN BID ITEM ORDER)

### 2.01 MOBILIZATION

- A. Partial payment for the mobilization pay item will be based on the contract lump sum bid price for mobilization and will be made in accordance with the following Payment Schedule:
  - 1. Twenty-five percent, when five percent or more of the original contract amount is earned.
  - 2. Fifty percent, when ten percent or more of the original contract amount is earned.
  - 3. Seventy-five percent, when twenty-five percent or more of the original contract amount is earned.
  - 4. One hundred percent, when fifty percent or more of the original contract amount is earned.

### 2.02 CHANNELIZER (TRIM LINE)

- A. Final measurement will be based on each completed and installed item.
- B. Payment for channelizer (trim line) shall be based on the unit price per each as set forth in the Agreement. Said price shall include all costs necessary to complete the work as required by the drawings and specifications. Payment for relocation and reuse of the items shall be considered subsidiary to the payment for the initial installation.

### 2.03 TYPE III BARRICADE

- A. Final measurement will be based on each completed and installed item.
- B. Payment for type III barricade shall be based on the unit price per each as set forth in the Agreement. Said price shall include all costs necessary to complete the work as required by the drawings and specifications. Payment for relocation and reuse of the items shall be considered subsidiary to the payment for the initial installation.

### 2.04 SIGNING (TEMPORARY)

- A. Final measurement will be based on the square foot of the completed and installed item.
- B. Payment for signing (temporary) shall be based on the unit price per square foot as set forth in the Agreement. Said price shall include all costs necessary to complete the work including, but not limited to, method of mounting sign, post or other means of displaying as required by the drawings and specifications. Payment for relocation and reuse of the items shall be considered subsidiary to the payment for the initial installation.

### 2.05 DEMOLITION AND REMOVAL

- A. Final measurement will not be made unless changes to the bid quantity are authorized.
- B. Payment for demolition and removal shall be based on the lump sum price as set forth in the Agreement. Said price shall include all costs necessary to complete the work including, but not limited to, demolishing, removing, disposing, plugging and capping of all structures and improvements, such as existing pavement, curb, sidewalk, pipes and structures (such as sanitary, storm and water lines), fire hydrant assemblies, valve boxes, fences, poles and

footings, within the Site, unless included in other items of work, as required by the drawings and specifications.

#### 2.06 ABANDON SW BELL VAULTS

- A. Final measurement will be based on each completed and installed item.
- B. Payment for abandon SW Bell vaults shall be based on the unit price per each as set forth in the Agreement. Said price shall include all costs necessary to complete the work including, but not limited to, formwork, placing, compacting, saw cutting, flowable fill, and concrete cap as required by the drawings and specifications.

#### 2.07 CLEARING AND GRUBBING

- A. Final measurement will not be made unless changes to the bid quantity are authorized.
- B. Payment for clearing and grubbing shall be based on the lump sum price as set forth in the Agreement. Said price shall include all costs necessary to complete the work including, but not limited to, demolishing, removing and disposing of all trees, shrubs, bushes, stumps and roots within the Site, as required by the drawings and specifications.

#### 2.08 CONTRACTOR SURVEYING AND STAKING

- A. Final Measurement will not be made unless changes to the bid quantity are authorized.
- B. Payment for contractor surveying and staking shall be based on the lump sum price as set forth in the Agreement. Said price shall include all costs necessary to complete the work including, but not limited to, furnishing and maintaining all necessary lines, grades, and measurements, all effects, impacts, cumulative impacts, incidental and consequential costs, loss or damage arising from, relating to or produced by error or discrepancies in surveys or staking and plans based on such surveys or staking, and any cost, including time effects, to correct the errors or discrepancies. Payment for contractor furnished surveying and staking completed, not to exceed the contract item amount, will be made upon written request by the contractor. Such a request shall be submitted to the engineer two business days prior to the progress estimate date. Complete payment will not be made until the contractor has provided all the original surveying field notes, layouts, computations, and notebooks to the engineer.

#### 2.09 UNCLASSIFIED EXCAVATION

- A. Final measurement will be based on the cubic yard of the completed and installed item.
- B. Payment for unclassified excavation shall be based on the unit price per cubic yard as set forth in the Agreement. The quantity in the Agreement identifies the cut volume computed from the cross sections and includes the existing pavement section in the calculation. Said price shall include all costs necessary to complete the work including, but not limited to, roadway grading, excavation of whatever material is encountered (earth, shale, limestone), loading, hauling, placement, compaction, subgrade preparation and reconstruction, topsoil removal or placement, as required by the drawings and specifications.

## 2.10 EMBANKMENT

- A. Final measurement will be based on the cubic yard of the completed and installed item.
- B. Payment for embankment shall be based on the unit price per cubic yard as set forth in the Agreement. The quantity in the Agreement identifies the compacted in-place fill volume computed from the cross sections. Said price shall include all costs necessary to complete the work including, but not limited to, roadway grading, loading, material manipulation, placement, compacting, finish grading, subgrade preparation, and topsoil replacement (including additional materials to sustain plant growth), as required by the drawings and specifications.

## 2.11 MILLING

- A. Final measurement will be based on the square yard of the completed and installed item.
- B. Payment for milling shall be based on the unit price per square yard as set forth in the Agreement. Said price shall include all costs necessary to complete the work including, but not limited to, saw cutting and removal, as required by the drawings and specifications.

## 2.12 CONCRETE PAVEMENT 8"

- A. Final measurement will be based on the square yard of the completed and installed item.
- B. Payment for pavement shall be based on the unit price per square yard as set forth in the Agreement, per type of pavement and thickness of the installed item. Said price shall include all costs necessary to complete the work including, but not limited to, forming, reinforcing, placing, compacting, saw cutting, connections to existing pavement, milling, doweling, jointing, curing and sealing, as required by the drawings and specifications.

## 2.13 to 2.14 MoDOT TYPE 5 AGGREGATE BASE COURSE

- A. Final measurement will be based on the square yard of the completed and installed item.
- B. Payment for MoDOT type 5 aggregate base course shall be based on the unit price per square yard as set forth in the Agreement, per thickness of aggregate base course. Said price shall include all costs necessary to complete the work including, but not limited to, placing, compacting, rolling, subgrade preparation, watering, maintaining and removing, as required by the drawings and specifications.
- C. Payment will be made under:
  - 2.13 MoDOT Type 5 Aggregate Base Course 4"
  - 2.14 MoDOT Type 5 Aggregate Base Course 6"

## 2.15 GEOGRID FOR SUBGRADE STABILIZATION

- A. Final measurement will be based on the square yard of the completed and installed item.

- B. Payment for geogrid shall be based on the unit price per square yard as set forth in the Agreement, per type of material and thickness of the installed item. Said price shall include all costs necessary to complete the work as required by the drawings and specifications.

2.16 COMPACTED SUBGRADE (12")

- A. Final measurement will be based on the square yard of the completed and installed item.
- B. Payment for compacted subgrade shall be based on the unit price per square yard as set forth in the Agreement. Said price shall include all costs necessary to complete the work including, but not limited to, , placing, compacting, rolling, subgrade preparation, watering, maintaining and removing, as required by the drawings and specifications.

2.17 ASPHALTIC CONCRETE SURFACE (2") (APWA TYPE 5-01)

- A. Final measurement will be based on the square yard of the completed and installed item.
- B. Payment for asphaltic concrete surface shall be based on the unit price per square yard as set forth in the Agreement, per thickness of asphaltic concrete surface course. Said price shall include all costs necessary to complete the work including, but not limited to, furnishing mix designs, furnishing material, for heating, mixing, hauling, placing, rolling, finishing, and tack coat as required by the drawings and specifications.

2.18 ASPHALTIC CONCRETE BASE (4") (APWA TYPE 2-01)

- A. Final measurement will be based on the square yard of the completed and installed item.
- B. Payment for asphaltic concrete base shall be based on the unit price per square yard as set forth in the Agreement, per thickness of asphaltic concrete base course. Said price shall include all costs necessary to complete the work including, but not limited to, furnishing mix designs, furnishing material, for heating, mixing, hauling, placing, rolling, finishing, and tack coat as required by the drawings and specifications.

2.19 to 2.20 STAMPED CONCRETE

- A. Final measurement will be based on the square yard of the completed and installed item.
- B. Payment for stamped concrete shall be based on the unit price per square yard as set forth in the Agreement, per type of pavement and thickness of the installed item. Said price shall include all costs necessary to complete the work including, but not limited to, subgrade preparation, aggregate leveling course, forming, reinforcing, placing, compacting, finishing, coloring, stamping, saw cutting, connections to existing pavement, milling, doweling, jointing, curing and sealing, as required by the drawings and specifications.

- C. Payment will be made under:

- 2.19 Stamped Concrete (4")
- 2.20 Stamped Concrete (6")

## 2.21 CONCRETE SHARED-USE-PATH (6")

- A. Final measurement will be based on the square yard of the completed and installed item.
- B. Payment for 6" concrete shared-use-path shall be based on the unit price per square yard as set forth in the Agreement. Said price shall include all costs necessary to complete the work including, but not limited to, formwork, placing, compacting, aggregate course, subgrade preparation, saw cutting, milling, doweling, jointing, sidewalk curb, when necessary, curing and sealing, as required by the drawings and specifications.

## 2.22 SIDEWALK (4")

- A. Final measurement will be based on the square yard of the completed and installed item.
- B. Payment for sidewalks shall be based on the unit price per square yard as set forth in the Agreement, per thickness of the installed item. Said price shall include all costs necessary to complete the work including, but not limited to, placing, compacting, aggregate course, saw cutting, milling, doweling, jointing, sidewalk curb, when necessary, curing and sealing, as required by the drawings and specifications.

## 2.23 INTEGRAL SIDEWALK RETAINING WALL

- A. Final measurement will be based on the square yard of the completed and installed item.
- B. Payment for integral sidewalk retaining wall shall be based on the unit price square yard as set forth in the Agreement. Said price shall include all costs necessary to complete the work including, but not limited to, formwork, placing, compacting, aggregate course, subgrade preparation, saw cutting, milling, doweling, jointing, curing and sealing, weep holes, and reinforcing steel as required by the drawings and specifications.

## 2.24 to 2.26 ADA RAMP

- A. Final measurement will be based on each completed and installed item.
- B. Payment for ADA ramps shall be based on the unit price per each as set forth in the Agreement, per type of ramp. Said price shall include all costs necessary to complete the work including, but not limited to, subgrade preparation, aggregate course, forming, placing, compacting, saw cutting, milling, doweling, jointing, detectable warning surface, six-inch-thick ramp transitions or turning spaces, integral sidewalk curb, mortar work, curing and sealing, as required by the drawings and specifications.
- C. Payment will be made under:
  - 2.24 ADA Ramp (6") – Type A
  - 2.25 ADA Ramp (6") – Type B
  - 2.26 ADA Ramp (6") – Type M

## 2.27 COMMERCIAL DRIVEWAYS OR ENTRANCES

- A. Final measurement will be based on the square yard of the completed and installed item.



- B. Payment for commercial driveways shall be based on the unit price per square yard as set forth in the Agreement. Said price shall include all costs necessary to complete the work including, but not limited to, reinforcing, compacting, saw cutting, milling, doweling, jointing, curing and sealing, as required by the drawings and specifications.

## 2.28 RESIDENTAL DRIVEWAYS OR ENTRANCES

- A. Final measurement will be based on the square yard of the completed and installed item.
- B. Payment for residential driveways shall be based on the unit price per square yard as set forth in the Agreement, per type of pavement and thickness of the installed item. Said price shall include all costs necessary to complete the work including, but not limited to, reinforcing, compacting, saw cutting, milling, doweling, jointing, curing and sealing, as required by the drawings and specifications.

## 2.29 CONCRETE STAIRS

- A. Final measurement will be based on the square feet completed and installed item.
- B. Payment for concrete steps shall be based on the square feet price as set forth in the Agreement. Said price shall include all costs necessary to complete the work including, but not limited to, subgrade preparation, aggregate course, forming, placing, compacting, saw cutting, milling, doweling, jointing, mortar work, curing and sealing, as required by the drawings and specifications.

## 2.30 BOLLARDS

- A. Final measurement will be based on each completed and installed item.
- B. Payment for bollards shall be based on the unit price per each as set forth in the Agreement. Said price shall include all costs necessary to complete the work including, but not limited to, forming, placing, mortar work, curing and sealing, as required by the drawings and specifications.

## 2.31 to 2.32 CURB AND GUTTER

- A. Final measurement will be based on the linear foot of the completed and installed item.
- B. Payment for curb and gutter shall be based on the unit price per linear foot as set forth in the Agreement, per the type of curb and gutter. Said price shall include all costs necessary to complete the work including, but not limited to, subgrade preparation, forming, reinforcing, placing, doweling, jointing, throat construction, deflector construction, weep holes, finishing, curing and backfilling, as required by the drawings and specifications.
- C. Payment will be made under:
  - 2.31 CG-1 Curb & Gutter
  - 2.32 CG-2 Curb & Gutter

## 2.33 C-1 CURB

- A. Final measurement will be based on the linear foot of the completed and installed item.

- B. Payment for C-1 curb shall be based on the unit price per linear foot as set forth in the Agreement, per the type of curb and gutter. Said price shall include all costs necessary to complete the work including, but not limited to, subgrade preparation, forming, reinforcing, placing, doweling, jointing, throat construction, deflector construction, weep holes, finishing, curing and backfilling, as required by the drawings and specifications.

#### 2.34 SOD

- A. Final measurement will be based on the square yard of the completed and installed item.
- B. Payment for sod shall be based on the unit price per square yard as set forth in the Agreement, per type of sod. Said price shall include all costs necessary to complete the work including, but not limited to, aeration, fertilization, rolling and watering, as required by the drawings and specifications.

#### 2.35 to 2.43 CURB INLET

- A. Final measurement will be based on each completed and installed item.
- B. Payment for curb inlets shall be based on the unit price per each as set forth in the Agreement, per structure type and size. Said price shall include all costs necessary to complete the work including, but not limited to, subgrade preparation, excavation of whatever material is encountered (earth, shale, limestone, rock), bedding, placing or building structure, invert construction, structure to pipe connections, weep holes, small subgrade drainage pipes, trash guards, final grade adjustments to the top, lift hook concealment, sidewalk haunches, curb transitions, sealing, curing, backfilling, compacting, grading and removal of excess or unsuitable material, as required by the drawings and specifications.
- C. Payment will be made under:
  - 2.35 5' x 3' Curb Inlet (Type 1)
  - 2.36 6' x 3' Curb Inlet (Type 1)
  - 2.37 8' x 3' Curb Inlet (Type 1)
  - 2.38 5' x 3' Curb Inlet (Type 2)
  - 2.39 6' x 3' Curb Inlet (Type 2)
  - 2.40 8' x 3' Curb Inlet (Type 2)
  - 2.41 5' x 4.5' Curb Inlet (Special)
  - 2.42 6' x 4.5' Curb Inlet (Special)
  - 2.43 8' x 4.5' Curb Inlet (Special)

#### 2.44 GRATE INLET

- A. Final measurement will be based on each completed and installed item.
- B. Payment for grate inlet shall be based on the unit price per each as set forth in the Agreement. Said price shall include all costs necessary to complete the work including, but not limited to, subgrade preparation, excavation of whatever material is encountered (earth, shale, limestone, rock), bedding, placing or building structure, grate, invert construction, structure to pipe connections, weep holes, small subgrade drainage pipes, trash guards, final grade adjustments to the top, lift hook concealment, sealing, curing, backfilling, compacting, grading and removal of excess or unsuitable material, as required by the drawings and specifications.

## 2.45 FIELD INLET

- A. Final measurement will be based on each completed and installed item.
- B. Payment for field inlet shall be based on the unit price per each as set forth in the Agreement. Said price shall include all costs necessary to complete the work including, but not limited to, subgrade preparation, excavation of whatever material is encountered (earth, shale, limestone, rock), bedding, placing or building structure, grate, invert construction, structure to pipe connections, weep holes, small subgrade drainage pipes, trash guards, final grade adjustments to the top, lift hook concealment, sealing, curing, backfilling, compacting, grading and removal of excess or unsuitable material, as required by the drawings and specifications..

## 2.46 to 2.48 JUNCTION BOX

- A. Final measurement will be based on each completed and installed item.
- B. Payment for junction boxes shall be based on the unit price per each as set forth in the Agreement, per structure size. Said price shall include all costs necessary to complete the work including, but not limited to, subgrade preparation, excavation of whatever material is encountered (earth, shale, limestone, rock), bedding, placing or building structure, invert construction, structure to pipe connections, weep holes, small subgrade drainage pipes, trash guards, final grade adjustments to the top, lift hook concealment, sealing, curing, backfilling, compacting, grading and removal of excess or unsuitable material, as required by the drawings and specifications.
- C. Payment will be made under:
  - 2.46 4' x 3' Junction Box
  - 2.47 4' x 4' Junction Box
  - 2.48 5' x 5' Junction Box

## 2.49 to 2.52 REINFORCED CONCRETE PIPE

- A. Final measurement will be based on the linear foot of the completed and installed item.
- B. Payment for reinforced concrete pipe shall be based on the unit price per linear foot as set forth in the Agreement, per pipe size. Said price shall include all costs necessary to complete the work including, but not limited to, excavation of whatever material is encountered (earth, shale, limestone, rock), bedding, placing, sealing, backfilling, compacting, grading and removal of excess or unsuitable material, as required by the drawings and specifications.
- C. Payment will be made under:
  - 2.49 15" RCP
  - 2.50 18" RCP
  - 2.51 24" RCP
  - 2.52 30" RCP

## 2.53 30" END SECTION

- A. Final measurement will be based on each of the completed and installed item.

- B. Payment for 30" end section shall be based on the unit price per each as set forth in the Agreement. Said price shall include all costs necessary to complete the work including, but not limited to, subgrade preparation, excavation of whatever material is encountered (earth, shale, limestone, rock), bedding, placing or building the end section, end section to pipe connections, head and toe wall construction, sealing, curing, backfilling, compacting, grading and removal of excess or unsuitable material, as required by the drawings and specifications.

#### 2.54 PIPE COLLAR

- A. Final measurement will be based on each completed and installed item.
- B. Payment for pipe collar shall be based on the unit price per each as set forth in the Agreement, per type or size of collar. Said price shall include all costs necessary to complete the work, as required by the drawings and specifications.

#### 2.55 INTEGRAL SIDEWALK TRENCH DRAIN

- A. Final measurement will be based on each completed and installed item.
- B. Payment for integral sidewalk trench drain shall be based on the unit price per each as set forth in the Agreement. Said price shall include all costs necessary to complete the work including, but not limited to, furnishing materials, grate, installation, and for all equipment, tools, labor and incidentals necessary to complete the work, as required by the drawings and specifications.

#### 2.56 ROCK LINED DITCH (TYPE 3)

- A. Final measurement will be based on square yard of the completed and installed item.
- B. Payment for rock lined ditch (type 3) shall be based on the unit price per square yards as set forth in the Agreement. Said price shall include all costs necessary to complete the work as required by the drawings and specifications.

#### 2.57 SILT FENCE

- A. Final measurement will be based on the linear foot of the completed and installed item.
- B. Payment for silt fence shall be based on the unit price per linear foot as set forth in the Agreement. Said price shall include all costs necessary to complete the work including, but not limited to, furnishing materials, installation, maintenance, removal, and for all equipment, tools, labor and incidentals necessary to complete the work, as required by the drawings and specifications.

#### 2.58 WATTLE/BIODEGRADABLE LOG

- A. Final measurement will be based on the linear foot of the completed and installed item.
- B. Payment for wattle/biodegradable log shall be based on the unit price per linear foot as set forth in the Agreement. Said price shall include all costs necessary to complete the work including, but not limited to, furnishing materials, installation, maintenance, removal, and for

all equipment, tools, labor and incidentals necessary to complete the work, as required by the drawings and specifications.

2.59 INLET PROTECTION

- A. Final measurement will be based on each completed and installed item, up to the maximum amount that is required to be in place at any one time.
- B. Payment for inlet protection shall be based on the unit price per each as set forth in the Agreement. Said price shall include all costs necessary to complete the work including, but not limited to, furnishing materials, installation, maintenance, removal, relocation and for all equipment, tools, labor and incidentals necessary to complete the work, as required by the drawings and specifications.

2.60 WATTLE/BIODEGRADABLE LOG DITCH CHECK

- A. Final measurement will be based on each of the completed and installed item.
- B. Payment for wattle/biodegradable log ditch check shall be based on the unit price per EACH as set forth in the Agreement. Said price shall include all costs necessary to complete the work including, but not limited to, furnishing materials, installation, maintenance, removal, and for all equipment, tools, labor and incidentals necessary to complete the work, as required by the drawings and specifications..

2.61 to 2.62 WATERLINE PIPE

- A. Final measurement will be based on the centerline length of the completed and installed item. Measurement of water line will exclude the lengths of valves, fittings, and any other location where pipe is not installed.
- B. Payment for water line and sewer line shall be based on the unit price per linear foot as set forth in the Agreement, per pipe size. Said price shall include all costs necessary to complete the work including, but not limited to, all excavation (earth, rock, shale), dewatering, trench checks, bedding, polyethylene encasement of buried ductile iron pipe, placing, pipe to pipe connections, restraint measures, flanges, flushing, disinfection, testing, backfilling, flowable fill backfill under pavement, compacting, grading and removal of excess or unsuitable material, as required by the drawings and specifications.
- C. Payment will be made under:
  - 2.61 8" AWWA C900 PVC
  - 2.62 12" AWWA C900 PVC

2.63 to 2.64 WATER LINE VALVES (ALL TYPES)

- A. Final measurement will be based on each completed and installed item.
- B. Payment for water line valves shall be based on the unit price per each as set forth in the Agreement, per type or size of valve. Said price shall include all costs necessary to complete the work including, but not limited to, all excavation (earth, rock, shale), dewatering, bedding, valve, polyethylene encasement, placing, valve box, pipe to valve connections,

restraint measures, flushing, disinfection, pressure testing, backfilling, compacting, grading and removal of excess or unsuitable material, as required by the drawings and specifications.

C. Payment will be made under:

2.63 8" Gate Valve and Box

2.64 12" Gate Valve and Box

#### 2.65 to 2.78 WATERLINE FITTINGS (BENDS, TEES, & REDUCERS)

A. Final measurement will be based on each completed and installed item.

B. Payment for waterline fittings shall be based on the unit price per each as set forth in the Agreement, per type or size of fitting. Said price shall include all costs necessary to complete the work including, but not limited to, all excavation (earth, rock, shale), dewatering, bedding, polyethylene encasement, placing, pipe to fitting connections, restraint measures, flushing, disinfection, pressure testing, backfilling, compacting, grading and removal of excess or unsuitable material, as required by the drawings and specifications.

C. Payment will be made under:

2.65 8" 90 Degree Bend

2.66 8" 45 Degree Bend

2.67 12" 45 Degree Bend

2.68 8" 11.25 Degree Bend

2.69 6" x 6" Tee

2.70 8" x 6" Tee

2.71 8" x 8" Tee

2.72 12" x 6" Tee

2.73 12" x 8" Tee

2.74 12" x 12" Tee

2.75 8" x 2" Reducer

2.76 8" x 4" Reducer

2.77 8" x 6" Reducer

2.78 12" x 4" Reducer

#### 2.79 FIRE HYDRANT ASSEMBLY (WITH NEW HYDRANT)

A. Final measurement will be based on each completed and installed item.

B. Payment for fire hydrant installation shall be based on the unit price per each as set forth in the Agreement. Said price shall include all costs necessary to complete the work including, but not limited to, all excavation (earth, rock, shale), dewatering, bedding, polyethylene encasement, hydrant, placing, connection to main line, restraint measures, isolation valve, fittings, flushing, disinfection, pressure testing, backfilling, compacting, grading and removal of excess or unsuitable material, as required by the drawings and specifications

#### 2.80 WATER METER WELL, RING & LID

A. Final measurement will be based on each completed and installed item.

- B. Payment for water meter well, ring & lid installation shall be based on the unit price per each as set forth in the Agreement. Said price shall include all costs necessary to complete the work including, but not limited to, all excavation (earth, rock, shale), dewatering, bedding, placing, backfilling, compacting, grading and removal of excess or unsuitable material, as required by the drawings and specifications.

#### 2.81 to 2.82 WATER METER INSTALLATION

- A. Final measurement will be based on each completed and installed item.
- B. Payment for water meter installation shall be based on the unit price per each as set forth in the Agreement, per type of setter. Said price shall include all costs necessary to complete the work including, but not limited to, all excavation (earth, rock, shale), dewatering, bedding, polyethylene encasement, placing, pipe to pipe connections (including continuous copper pipe from meter to the main), restraint measures, flushing, disinfection, pressure testing, backfilling, compacting, grading and removal of excess or unsuitable material, as required by the drawings and specifications.
- C. Owner will supply new meter. Contractor shall supply all other parts and tap the line.
- D. Payment will be made under:
  - 2.81 Water Meter Setter
  - 2.82 Water Meter Double Setter

#### 2.83 to 2.85 COPPER WATER SERVICE LINE

- A. Final measurement will be based on the centerline length of the completed and installed item. Measurement of water line will exclude the lengths of valves, fittings, and any other location where pipe is not installed.
- B. Payment for copper water service line and shall be based on the unit price per linear foot as set forth in the Agreement, per pipe size. Said price shall include all costs necessary to complete the work including, but not limited to, all excavation (earth, rock, shale), dewatering, trench checks, bedding, placing, pipe to pipe connections, flushing, disinfection, testing, backfilling, flowable fill backfill under pavement, compacting, grading and removal of excess or unsuitable material, as required by the drawings and specifications.
- C. Payment will be made under:
  - 2.83 3/4" Copper Water Service Line
  - 2.84 1" Copper Water Service Line
  - 2.85 2" Copper Water Service Line

#### 2.86 SANITARY MANHOLE ADJUSTMENT

- A. Final measurement will be based on each completed and installed item.
- B. Payment for sanitary manhole adjustment shall be based on the unit price per each as set forth in the Agreement. Said price shall include all costs necessary to complete the work including, but not limited to, adjusting structure tops, excavation of whatever material is encountered (earth, shale, limestone, rock), backfill, salvaging, maintaining, and reinstalling existing

frames, covers and rings, sealing, curing, backfilling, compacting, grading and removal of excess or unsuitable material as required by the drawings and specifications.

2.87 SANITARY SEWER CLEANOUT COVER

- A. Final measurement will be based on each completed and installed item.
- B. Payment for sanitary sewer cleanout cover shall be based on the unit price per each as set forth in the Agreement. Said price shall include all costs necessary to complete the work including, but not limited to, excavation of whatever material is encountered (earth, shale, limestone, rock), placing cleanout box over existing cleanout, concrete ring, backfill, sealing, curing, backfilling, compacting, grading and removal of excess or unsuitable material as required by the drawings and specifications

2.88 to 2.89 INSTALL LUMINAIRE

- A. Final measurement will be based on each completed and installed item.
- B. Payment for install city furnished luminaires shall be based on the unit price per each as set forth in the Bid Schedule, per type of luminaire. Said price shall include all costs necessary to complete the work, as required by the drawings and specifications.
- C. Payment will be made under:
  - 2.88 Acorn Luminaire, 40 Watt LED
  - 2.89 Cobra Head Luminaire

2.90 to 2.92 INSTALL LIGHT POLE

- A. Final measurement will be based on each completed and installed item.
- B. Payment for poles shall be based on the unit price per each as set forth in the Bid Schedule, per type or size of pole. Said price shall include all costs necessary to complete the work including, but not limited to, shoe base, connector kits, fused and non-fused, multi tap connector with slip over boot, as required by the drawings and specifications. Luminaire bracket arms are subsidiary to poles.
- C. Payment will be made under:
  - 2.90 10' Pedestrian Light Pole
  - 2.91 30' Street Light Pole, 10' Arm
  - 2.92 30' Street Light Pole, 6' Arm

2.93 to 2.94 JUNCTION BOXES

- A. Final measurement will be based on each completed and installed item.
- B. Payment for junction boxes shall be based on the unit price per each as set forth in the Agreement, per type or size of junction box. Said price shall include all costs necessary to complete the work including, but not limited to, covers and concrete pads, as required by the drawings and specifications.



C. Payment will be made under:

- 2.93 Junction Box, Type I
- 2.94 Junction Box, Type II

2.95 STREET LIGHT POWER SUPPLY, PAD MOUNTED

- A. Final measurement will be based on each completed and installed item.
- B. Payment for power supply assembly shall be based on the unit price per each as set forth in the Agreement, per type of power assembly. Said price shall include all costs necessary to complete the work including, but not limited to, foundation, cabinet, photoelectric cell, contactor, circuit breakers, ground rod, and lightning arrestor, as required by the drawings and specifications.

2.96 SCREW-IN FOUNDATION

- A. Final measurement will be based on each completed and installed item.
- B. Payment for screw-in foundation shall be based the unit price per each as set forth in the Agreement. Said price shall include all costs necessary to complete the work as required by the drawings and specifications.

2.97 to 2.99 CONDUIT (ALL TYPES)

- A. Final measurement will be based on the linear foot of the completed and installed item.
- B. Payment for conduit shall be based on the unit price per linear foot as set forth in the Agreement, per type or size of conduit. Said price shall include all costs necessary to complete the work including, but not limited to, jointing, bends, fittings and tracer wire, as required by the drawings and specifications.
- C. No separate measurement and payment will be made for the method (i.e. hand digging, plowing, trenching or boring) of conduit installation, and no separate payment will be made for installation in rock.
- D. Payment will be made under:
  - 2.97 Conduit, 1" HDPE, Schedule 40
  - 2.98 Conduit, 1.5" HDPE, Schedule 40
  - 2.99 Conduit, 2.5" PVC, Schedule 40, Concrete Encased

2.100 to 2.102 CABLE OR WIRING (ALL TYPES)

- A. Final measurement will be based on the linear foot of the completed and installed item.
- B. Payment for cable or wiring shall be based on the unit price per linear foot as set forth in the Agreement, per type or size of cable or wiring. Said price shall include all costs necessary to complete the work including, but not limited to, connectors, splicing, hardware, termination, and tags, as required by the drawings and specifications.
- C. Slack shall be included in the bid quantity.

D. Payment will be made under:

- 2.100 Cable, 1c #10, Type THWN, Pole & Bracket Cable
- 2.101 Cable, 1c #8, Type THWN
- 2.102 Cable, #8, Bare Neutral

2.103 to 2.106 PAVEMENT MARKING (PERMANENT STRIPING)

A. Final measurement will be based on the linear foot of the completed and installed item.

B. Payment for pavement marking (striping) shall be based on the unit price per linear foot as set forth in the Agreement, per width and type of stripe. Skip stripe payment shall be based on the linear footage of the applied stripe; gaps will not be measured. Payment for double yellow centerline shall be based on the linear footage of each stripe. Said price shall include all costs necessary to complete the work as required by the drawings and specifications.

C. Payment will be made under:

- 2.103 4" Solid White Pavement Marking (High-Build Paint)
- 2.104 4" Solid Yellow Pavement Marking (High-Build Paint)
- 2.105 4" Broken Yellow Pavement Marking (High-Build Paint)
- 2.106 24" Solid White Pavement Marking (Preformed Thermoplastic)

2.107 to 2.108 PAVEMENT MARKING SYMBOL (PREFORMED THERMOPLASTIC)

A. Final measurement will be based on each completed and installed item.

B. Payment for pavement marking symbol shall be based on the unit price per each as set forth in the Agreement, per single head arrow, multi headed arrow or ADA Handicap symbol. Said price shall include all costs necessary to complete the work as required by the drawings and specifications.

C. Payment will be made under:

- 2.107 Left Turn Arrow Symbol (Preformed Thermoplastic)
- 2.108 ADA Handicap Pavement Marking Symbol

2.109 to 2.111 PAVEMENT MARKING REMOVAL

A. Final measurement will be based on the linear foot of the completed and installed item

B. Payment for pavement marking removal shall be based on the unit price per lineal foot as set forth in the Agreement, per width and type of stripe. Said price shall include all costs necessary to complete the work including, but not limited to, all anchoring and breakaway hardware, as required by the drawings and specifications.

C. Payment will be made under:

- 2.109 4" Solid Yellow Pavement Marking Removal
- 2.110 4" Solid White Pavement Marking Removal
- 2.111 24" Solid White Pavement Marking Removal

## 2.112 SIGNS (PERMANENT)

- A. Final measurement will be based on the nearest 1/10 square foot of the installed sign face area and to the nearest square foot for the total of the completed and installed item.
- B. Payment for signs shall be based on the unit price per square foot as set forth in the Agreement. Said price shall include all costs necessary to complete the work including, but not limited to, sign blanks, sheeting and mounting hardware, as required by the drawings and specifications.

## 2.113 SIGN POST

- A. Final measurement will be based on each completed and installed item.
- B. Payment for sign posts shall be based on the unit price per each as set forth in the Agreement, per type of sign post. Said price shall include all costs necessary to complete the work including, but not limited to, all anchoring and breakaway hardware, as required by the drawings and specifications

## 2.114 TRAFFIC SIGNAL MODIFICATIONS

- A. Final measurement will not be made unless changes to the bid quantity are authorized.
- B. Payment for traffic signal modifications shall be based on the lump sum price as set forth in the Agreement. Said price shall include all costs necessary to complete the work as required by the drawings and specifications.

## 2.115 CHAIN LINK FENCE

- A. Final measurement will be based on the linear foot of the completed and installed item.
- B. Payment for chain link fence shall be based on the unit price per linear foot as set forth in the Agreement, per type of fence. Said price shall include all costs necessary to complete the work including, but not limited to, fabric, post, the installation, gates (permanent or temporary), maintenance and removal of temporary fence, and all incidentals as required by the drawings and specifications

## PART 3 PAY ITEMS – ADD ALTERNATE A (IN BID ITEM ORDER)

### 3.A1 to 3.A2 INSTALL LUMINAIRE

- A. Final measurement will be based on each completed and installed item.
- B. Payment for install luminaires shall be based on the unit price per each as set forth in the Bid Schedule, per type of luminaire. Said price shall include all costs necessary to complete the work, as required by the drawings and specifications.
- C. Payment will be made under:
  - 3.A1 Acorn Luminaire, 40 Watt LED
  - 3.A2 Teardrop Luminaire, 82 Watt LED

### 3.A3 to 3.A4 INSTALL LIGHT POLE

- A. Final measurement will be based on each completed and installed item.
- B. Payment for poles shall be based on the unit price per each as set forth in the Bid Schedule, per type or size of pole. Said price shall include all costs necessary to complete the work including, but not limited to, shoe base, connector kits, fused and non-fused, multi tap connector with slip over boot, as required by the drawings and specifications. Luminaire bracket arms are subsidiary to poles.

#### C. Payment will be made under:

3.A3 10' Pedestrian Light Pole

3.A4 20' Street Light Pole W/Light Bracket Arm and Banner Arm (Shepard's Hook)

### 3.A5 REMOVE AND REINSTALL EXISTING 20' STREET LIGHT POLE W/LUMINAIRE, LIGHT BRACKET ARM AND BANNER ARM (SHEPARD'S HOOK)

- A. Final measurement will be based on each completed and installed item.
- B. Payment for remove and reinstall existing 20' street light pole w/luminaire, light bracket arm and banner arm (shepard's hook) shall be based on the unit price per each as set forth in the Bid Schedule. Said price shall include all costs necessary to complete the work including, but not limited to, removing the existing pole and luminaire and reinstalling in new location, shoe base, connector kits, fused and non-fused, multi tap connector with slip over boot, as required by the drawings and specifications.

### 3.A6 to 3.A7 JUNCTION BOXES

- A. Final measurement will be based on each completed and installed item.
- B. Payment for junction boxes shall be based on the unit price per each as set forth in the Agreement, per type or size of junction box. Said price shall include all costs necessary to complete the work including, but not limited to, covers and concrete pads, as required by the drawings and specifications.

#### C. Payment will be made under:

3.A6 Junction Box, Type I

3.A7 Junction Box, Type II

### 3.A8 SCREW-IN FOUNDATION

- A. Final measurement will be based on each completed and installed item.
- B. Payment for screw-in foundation shall be based the unit price per each as set forth in the Agreement. Said price shall include all costs necessary to complete the work as required by the drawings and specifications.

### 3.A9 to 3.A11 CONDUIT, CONDUIT (ALL TYPES)

- A. Final measurement will be based on the linear foot of the completed and installed item.
- B. Payment for conduit, 1" HDPE, schedule 40 shall be based on the unit price per linear foot as set forth in the Agreement. Said price shall include all costs necessary to complete the work including, but not limited to, jointing, bends, fittings and tracer wire, as required by the drawings and specifications.
- C. No separate measurement and payment will be made for the method (i.e. hand digging, plowing, trenching or boring) of conduit installation, and no separate payment will be made for installation in rock.
- D. Payment will be made under:
  - 3.A9 Conduit, ½" Liquid-Tight, Flexible, Non-Metallic
  - 3.A10 Conduit, 1" HDPE, Schedule 40
  - 3.A11 Conduit, 1 ½" HDPE, Schedule 40

### 3.A12 to 3.A15 CABLE OR WIRING (ALL TYPES)

- A. Final measurement will be based on the linear foot of the completed and installed item.
- B. Payment for cable or wiring shall be based on the unit price per linear foot as set forth in the Agreement, per type or size of cable or wiring. Said price shall include all costs necessary to complete the work including, but not limited to, connectors, splicing, hardware, termination, and tags, as required by the drawings and specifications.
- C. Slack shall be included in the bid quantity.
- D. Payment will be made under:
  - 3.A12 Cable, 1c #12, Type SO Cord
  - 3.A13 Cable, 1c #10, Type THWN, Pole & Bracket Cable
  - 3.A14 Cable, 1c #8, Type THWN
  - 3.A15 Cable, #8, Bare Neutral

### 3A.16 TREE JUNCTION BOX

- A. Final measurement will be based on each completed and installed item.
- B. Payment for tree junction box shall be based on the unit price as set forth in the Agreement. Said price shall include all costs necessary to complete the work as required by the drawings and specifications.

### 3A.17 DOUBLE GANG, WEATHERPROOF, TREE RECEPTACLE BOX W/ 2-DUPLEX GFCI RECEPTACLES

- A. Final measurement will be based on each completed and installed item.

- B. Payment for double gang, weatherproof, tree receptacle box w/ 2-duplex gfci receptacles shall be based on the unit price as set forth in the Agreement. Said price shall include all costs necessary to complete the work as required by the drawings and specifications.

#### 3A.18 DOUBLE GANG, WEATHERPROOF, IN-USE COVER

- A. Final measurement will be based on each completed and installed item.
- B. Payment for double gang, weatherproof, in-use cover shall be based on the unit price as set forth in the Agreement. Said price shall include all costs necessary to complete the work as required by the drawings and specifications.

#### 3A.19 WEATHERPROOF PLUG AND CONNECTOR, NEMA 20-15P & 15R, TWIST-LOCK

- A. Final measurement will be based on each completed and installed item.
- B. Payment for weatherproof plug and connector, NEMA 20-15p & 15r, twist-lock shall be based on the unit price as set forth in the Agreement. Said price shall include all costs necessary to complete the work as required by the drawings and specifications.

#### 3.A20 STREET BANNER POLE SYSTEM

- A. Final measurement will be based on each completed and installed item.
- B. Payment for gateway banner pole shall be based on the lump sum price as set forth in the Agreement. Said price shall include all costs necessary to complete the work including, but not limited to, excavation, foundation, cables, and poles, as required by the drawings and specifications.

#### 3.A21 TRAP ROCK LAYER UNDER TREE GRATES – 3/8” THICK CHIPS

- A. Final measurement will be based on the cubic yard of the completed and installed item.
- B. Payment for trap rock layer under tree grates – 3/8” thick chips shall be based on the unit price per cubic yard as set forth in the Agreement. Said price shall include all costs necessary to complete the work as required by the drawings and specifications.

#### 3.A22 OVERSTORY TREES

- A. Final measurement will be based on each completed and installed item.
- B. Payment for overstory trees shall be based on the unit price per each as set forth in the Agreement, per type of tree. Said price shall include all costs necessary to complete the work including, but not limited to, excavation, planting tree, watering and other incidentals, as required by the drawings and specifications.

#### 3.A23 TREE GRATES

- A. Final measurement will be based on each completed and installed item.

- B. Payment for tree grates shall be based on the unit price per each as set forth in the Agreement. Said price shall include all costs necessary to complete the work including, but not limited to, grate and frame, and installation as required by the drawings and specifications.

#### 3.A24 PLANTING SOIL

- A. Final measurement will be based on the square yard of the completed and installed item.
- B. Payment for planting soil shall be based on the cubic yard price per each as set forth in the Agreement. Said price shall include all costs necessary to complete the work as required by the drawings and specifications.

#### 3.A25 RE-INSTALL BRICK PAVING IN DISTURBED AREAS (TREE & LIGHT POLE LOCATIONS)

- A. Final Measurement will not be made unless changes to the bid quantity are authorized.
- B. Payment for re-install brick paving in disturbed areas (tree & light pole locations) shall be based on the lump sum price as set forth in the Agreement. Said price shall include all costs necessary to complete the work as required by the drawings and specifications.

END OF SECTION

## UTILITIES LPA-15-13A

**1.0** For informational purposes only, the following is a list of names, addresses, and telephone numbers of the known utility companies in the area of the construction work for this improvement:

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u>
AT&T  Phone: 816.722.4228 Email:	See 3.0	Communications
City of Lee's Summit - Water  Phone: 816.969.1900 Email:	Relocation included in project	Water
City of Lee's Summit - Sewer  Phone: 816.969.1900 Email:	No planned impacts	Sewer
Everygy  Phone: 816.804.8134 Email:	See 4.0	Power
Google Fiber  Phone: 913.663.1900 Email:	See 5.0	Communications
Kansas City Scout  Phone: 816.607.2243 Email:	No planned impacts	Communications
MODOT Kansas City  Phone: 816.607.2214 Email:	No planned impacts	



Bluebird Communications  Phone: 816.237.2125 Email:	No planned impacts	Communications
Charter-Spectrum  Phone: 816.401.3573 Email:	See 6.0	Communications
Spire  Phone: 816.3605775 Email:	See 7.0	Gas
United Private Network  Phone: 816.853.3919 Email:	No planned impacts	Communications

**1.1** The existence and approximate location of utility facilities known to exist, as shown on the plans, are based upon the best information available to the Local Public Agency at this time. This information is provided by the Local Public Agency "as-is" and the Local Public Agency expressly disclaims any representation or warranty as to the completeness, accuracy, or suitability of the information for any use. Reliance upon this information is done at the risk and peril of the user, and the Commission shall not be liable for any damages that may arise from any error in the information. It is, therefore, the responsibility of the contractor to verify the above listing information indicating existence, location and status of any facility. Such verification includes direct contact with the listed utilities.

**1.2** The contractor agrees that any effects of the presence of the utilities, their relocation, contractor's coordination of work with the utilities and any delay in utility relocation shall not be compensable as a suspension of work, extra work, a change in the work, as a differing site condition or otherwise including but, without limitation, delay, impact, incidental or consequential damages. The contractor's sole remedy for the effects of the presence of utilities, delay in their relocation or any other effects shall be an excusable delay as provided in Section 105.7.3. The contractor waives, for itself, its subcontractors and suppliers the compensability of the presence of utilities, delay in their relocation and any cost to the contractor, its subcontractors and suppliers in any claim or action arising out of or in relation to the work under the contract.

**1.3** The contractor shall be solely responsible and liable for incidental and consequential damage to any utility facilities or interruption of the service caused by it or its subcontractors operation. The contractor shall hold and save harmless the Local Public Agency from damages to any utility facilities interruption of service by it or its subcontractor's operation.

**2.0** It shall be noted by the contractor that MoDOT is a member of Missouri One Call (800 Dig Rite). Some work on this project may be in the vicinity of MoDOT utility facilities, which includes but is not limited to traffic signal cables, highway lighting circuits, ITS cables, cathodic protection

cables, etc. Prior to beginning work, the contractor shall request locates from Missouri One Call. The contractor shall also complete (if project is on MoDOT ROW) the Notice of Intent to Perform Work form located at the Missouri Department of Transportation website:

<https://www.modot.org/intent-work>

The contractor shall submit the form over the web (preferred method) or call 888-275-6636 (ASK MoDOT). The notice must be submitted a minimum of 2 and a maximum of 10 working days prior to excavation just as Missouri One Call requires.

**3.0 AT&T.** AT&T has relocated a large duct bank facility to facilitate grading operations on the project. The duct bank has been installed, but the old duct bank and associated appurtenances still need to be wrecked out. This effort will begin after Google and Spectrum crews have finished and will take approximately four weeks, which will be in mid-March 2025. The City of Lee's Summit is not obligated for any of the relocation costs.

**4.0 Evergy.** Evergy has already relocated power poles along the project. There are some Evergy poles remaining that are currently hosting Google and Spectrum wires. These poles will be removed once Google and Spectrum have removed their infrastructure from the poles. The City of Lee's Summit is not obligated for any of the relocation costs.

**5.0 Google Fiber.** Google is currently mounted to the existing Evergy poles along the project corridor. Google will start relocates once Spectrum has completed their relocate. Google is anticipated to start February 1, 2025. Google's efforts are anticipated to take 4-6 weeks. The City of Lee's Summit is not obligated for any of the relocation costs.

**6.0 Charter-Spectrum.** Spectrum is currently mounted to the existing Evergy poles along the project corridor. Spectrum will start relocates once Spire has completed their relocate. Spectrum is anticipated to start mid-December, 2024. Spectrum's efforts are anticipated to take four weeks. The City of Lee's Summit is not obligated for any of the relocation costs.

**7.0 Spire.** Spire is currently relocating as of October 2024. Relocations are anticipated to end in mid-December 2024. The City of Lee's Summit is not obligated for any of the relocation costs

## Supplemental Revisions JSP-18-01DD

Compliance with [2 CFR 200.216 – Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment](#).

The Missouri Highways and Transportation Commission shall not enter into a contract (or extend or renew a contract) using federal funds to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as substantial or as critical technology as part of any system where the video surveillance and telecommunications equipment was produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

## Stormwater Compliance Requirements

**1.0 Description.** This provision requires the contractor to provide a Water Pollution Control Manager (WPCM) for any project that includes land disturbance on the project site and the total area of land disturbance, both on the project site, and all Off-site support areas, is one (1) acre or more. Regardless of the area of Off-site disturbance, if no land disturbance occurs on the project site, these provisions do not apply. When a WPCM is required, all sections within this provision shall be applicable, including assessment of specified Liquidated Damages for failure to correct Stormwater Deficiencies, as specified herein. This provision is in addition to any other stormwater, environmental, and land disturbance requirements specified elsewhere in the contract.

**1.1 Definitions.** The project site is defined as all areas designated on the plans, including temporary and permanent easements. The project site is equivalent to the “permitted site”, as defined in MoDOT’s State Operating Permit. An Off-site area is defined as any location off the project site the contractor utilizes for a dedicated project support function, such as, but not limited to, staging area, plant site, borrow area, or waste area.

**1.2 Reporting of Off-Site Land Disturbance.** If the project includes any planned land disturbance on the project site, prior to the start of work, the contractor shall submit a written report to the engineer that discloses all Off-site support areas where land disturbance is planned, the total acreage of anticipated land disturbance on those sites, and the land disturbance permit number(s). Upon request by the engineer, the contractor shall submit a copy of its land disturbance permit(s) for Off-site locations. Based on the total acreage of land disturbance, both on and Off-site, the engineer shall determine if these Stormwater Compliance Requirements shall apply. The Contractor shall immediately report any changes to the planned area of Off-site land disturbance. The Contractor is responsible for obtaining its own separate land disturbance permit for Off-site areas.

**2.0 Water Pollution Control Manager (WPCM).** The Contractor shall designate a competent person to serve as the Water Pollution Control Manager (WPCM) for projects meeting the description in Section 1.0. The Contractor shall ensure the WPCM completes all duties listed in Section 2.1.

### **2.1 Duties of the WPCM:**

- (a) Be familiar with the stormwater requirements including the current MoDOT State Operating Permit for construction stormwater discharges/land disturbance activities; MoDOT's statewide Stormwater Pollution Prevention Plan (SWPPP); the Corps of Engineers Section 404 Permit, when applicable; the project specific SWPPP, the Project's Erosion & Sediment Control Plan; all applicable special provisions, specifications, and standard drawings; and this provision;
- (b) Successfully complete the MoDOT Stormwater Training Course within the last 4 years. The MoDOT Stormwater Training is a free online course available at [MoDOT.org](http://MoDOT.org);
- (c) Attend the Pre-Activity Meeting for Grading and Land Disturbance and all subsequent Weekly Meetings in which grading activities are discussed;
- (d) Oversee and ensure all work is performed in accordance with the Project-specific SWPPP and all updates thereto, or as designated by the engineer;
- (e) Review the project site for compliance with the Project SWPPP, as needed, from the start of any grading operations until final stabilization is achieved, and take necessary actions to correct any known deficiencies to prevent pollution of the waters of the state or adjacent property owners prior to the engineer's weekly inspections;
- (f) Review and acknowledge receipt of each MoDOT Inspection Report (Land Disturbance Inspection Record) for the Project within forty eight (48) hours of receiving the report and ensure that all Stormwater Deficiencies noted on the report are corrected as soon as possible, but no later than stated in Section 5.0.

**3.0 Pre-Activity Meeting for Grading/Land Disturbance and Required Hold Point.** A Pre-Activity meeting for grading/land disturbance shall be held prior to the start of any land disturbance operations. No land disturbance operations shall commence prior to the Pre-Activity meeting except work necessary to install perimeter controls and entrances. Discussion items at the pre-activity meeting shall include a review of the Project SWPPP, the planned order of grading operations, proposed areas of initial disturbance, identification of all necessary BMPs that shall be installed prior to commencement of grading operations, and any issues relating to compliance with the Stormwater requirements that could arise in the course of construction activity at the project.

**3.1 Hold Point.** Following the pre-activity meeting for grading/land disturbance and subsequent installation of the initial BMPs identified at the pre-activity meeting, a Hold Point shall occur prior to the start of any land disturbance operations to allow the engineer and WPCM the time needed to perform an on-site review of the installation of the BMPs to ensure compliance with the SWPPP is met. Land disturbance operations shall not begin until authorization is given by the engineer.

**4.0 Inspection Reports.** Weekly and post run-off inspections will be performed by the engineer and each Inspection Report (Land Disturbance Inspection Record) will be entered into a web-based Stormwater Compliance database. The WPCM will be granted access to this database and shall promptly review all reports, including any noted deficiencies, and shall acknowledge receipt of the report as required in Section 2.1 (f.).

**5.0 Stormwater Deficiency Corrections.** All stormwater deficiencies identified in the Inspection Report shall be corrected by the contractor within 7 days of the inspection date or any extended period granted by the engineer when weather or field conditions prohibit the corrective work. If

the contractor does not initiate corrective measures within 5 calendar days of the inspection date or any extended period granted by the engineer, all work shall cease on the project except for work to correct these deficiencies, unless otherwise allowed by the engineer. All impact costs related to this halting of work, including, but not limited to stand-by time for equipment, shall be borne by the Contractor. Work shall not resume until the engineer approves the corrective work.

**5.1 Liquidated Damages.** If the Contractor fails to complete the correction of all Stormwater Deficiencies listed on the MoDOT Inspection Report within the specified time limit, the Commission will be damaged in various ways, including but not limited to, potential liability, required mitigation, environmental clean-up, fines, and penalties. These damages are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of \$2,000 per day for failure to correct one or more of the Stormwater Deficiencies listed on the Inspection Report within the specified time limit. In addition to the stipulated damages, the stoppage of work shall remain in effect until all corrections are complete.

**6.0 Basis of Payment.** No direct payment will be made for compliance with this provision.

***Delete Sec 106.9 in its entirety and substitute the following:***

**106.9 Buy America Requirements.**

Buy America Requirements are waived if the total amount of Federal financial assistance applied to the project, through awards or subawards, is below \$500,000.

**106.9.1 Buy America Requirements for Iron and Steel.**

On all federal-aid projects, the contractor's attention is directed to Title 23 CFR 635.410 *Buy America Requirements*. Where steel or iron products are to be permanently incorporated into the contract work, steel and iron material shall be manufactured, from the initial melting stage through the application of coatings, in the USA except for "minimal use" as described herein. Furthermore, any coating process of the steel or iron shall be performed in the USA. Under a general waiver from FHWA the use of pig iron and processed, pelletized, and reduced iron ore manufactured outside of the USA will be permitted in the domestic manufacturing process for steel or iron material.

**106.9.1.1 Buy America Requirements for Iron and Steel for Manufactured items.**

A manufactured item will be considered iron and steel if it is "predominantly" iron or steel. Predominantly iron or steel means that the cost of iron or steel content of a product is more than 50 percent of the total cost of all its components.

**106.9.2** Any sources other than the USA as defined will be considered foreign. The required domestic manufacturing process shall include formation of ingots and any subsequent process. Coatings shall include any surface finish that protects or adds value to the product.

**106.9.3** "Minimal use" of foreign steel, iron or coating processes will be permitted, provided the cost of such products does not exceed 1/10 of one percent (0.1 percent) of the total contract cost or \$2,500.00, whichever is greater. If foreign steel, iron, or coating processes are used, invoices to document the cost of the foreign portion, as delivered to the project, shall be provided and the engineer's written approval obtained prior to placing the material in any work.

**106.9.4** Buy America requirements include a step certification for all fabrication processes of all steel or iron materials that are accepted per Sec 1000. The AASHTO Product Evaluation and Audit Solutions compliance program verifies that all steel and iron products fabrication processes conform to 23 CFR 635.410 Buy America Requirements and is an acceptable standard per 23 CFR 635.410(d). AASHTO Product Evaluation and Audit Solutions compliant suppliers will not be required to submit step certification documentation with the shipment for some selected steel and iron materials. The AASHTO Product Evaluation and Audit Solutions compliant supplier shall maintain the step certification documentation on file and shall provide this documentation to the engineer upon request.

**106.9.4.1** Items designated as Category 1 will consist of steel girders, piling, and reinforcing steel installed on site. Category 1 items require supporting documentation prior to incorporation into the project showing all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements. This includes the Mill Test Report from the original producing steel mill and certifications documenting the manufacturing process for all subsequent fabrication, including coatings. The certification shall include language that certifies the following. That all steel and iron materials permanently incorporated in this project was procured and processed domestically and all manufacturing processes, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410.

**106.9.4.2** Items designated as Category 2 will include all other steel or iron products not in Category 1 and permanently incorporated in the project. Category 2 items shall consist of, but not be limited to items such as fencing, guardrail, signing, lighting and signal supports. The prime contractor is required to submit a material of origin form certification prior to incorporation into the project from the fabricator for each item that the product is domestic. The Certificate of Materials Origin form ([link to certificate form](#)) from the fabricator must show all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements and be signed by a fabricator representative. The engineer reserves the right to request additional information and documentation to verify that all Buy America requirements have been satisfied. These documents shall be submitted upon request by the engineer and retained for a period of 3 years after the last reimbursement of the material.

**106.9.4.3** Any minor miscellaneous steel or iron items that are not included in the materials specifications shall be certified by the prime contractor as being procured domestically. Examples of these items would be bolts for sign posts, anchorage inserts, etc. The certification shall read "I certify that all steel and iron materials permanently incorporated in this project during all manufacturing processes, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements procured and processed domestically in accordance with CFR Title 23 Section 635.410 Buy America Requirements. Any foreign steel used was submitted and accepted under minor usage". The certification shall be signed by an authorized representative of the prime contractor.

**106.9.5** When permitted in the contract, alternate bids may be submitted for foreign steel and iron products. The award of the contract when alternate bids are permitted will be based on the lowest total bid of the contract based on furnishing domestic steel or iron products or 125 percent of the lowest total bid based on furnishing foreign steel or iron products. If foreign steel or iron products are awarded in the contract, domestic steel or iron products may be used; however, payment will be at the contract unit price for foreign steel or iron products.

**106.9.6 Buy America Requirements for Construction Materials other than iron and steel materials.** Construction materials means articles, materials, or supplies that consist of only one of the items listed. Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material. Upon request by the engineer, the contractor shall submit a domestic certification for all construction materials listed that are incorporated into the project.

- (a) Non-ferrous metals
- (b) Plastic and Polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)
- (c) Glass (including optic glass)
- (d) Fiber optic cable (including drop cable)
- (e) Optical fiber
- (f) Lumber
- (g) Engineered wood
- (h) Drywall

**106.9.6.1 Minimal Use allowance for Construction Materials other than iron or steel.**

“The total value of the non-compliant products is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project.” The contractor shall submit to the engineer any non-domestic materials and their total material cost to the engineer. The contractor and the engineer will both track these totals to assure that the minimal usage allowance is not exceeded.

**106.9.7 Buy America Requirements for Manufactured Products.**

Manufactured products means:

- (a) Articles, materials, or supplies that have been:
  - (i) Processed into a specific form and shape; or
  - (ii) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.
- (b) If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under § 184.4(e) and the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under § 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials.

**106.9.7.1** Manufactured products are exempt from Buy America requirements. To qualify as a manufactured product, items that consist of two or more of the listed construction materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials.

**106.9.7.2** Manufactured items are covered under a general waiver to exclude them from Buy America Requirements. To qualify for the exemption the components must comprise of 55% of the value of materials in the item. The final assembly must also be performed domestically.

Pavement Marking Paint Requirements for Standard Waterborne and Temporary

**1.0 Description.** High Build acrylic waterborne pavement marking paint shall be used in lieu of standard acrylic waterborne pavement marking paint for all Standard Waterborne Pavement Marking Paint items and all Temporary Pavement Marking Paint items. Paint thickness, bead type, bead application rate, retroreflectivity requirements, and all other specifications shall remain as stated in the Missouri Standard Specifications for Highway Construction, except as otherwise amended in the contract documents.

**2.0 Material Requirements.** Material requirements for Sec 620.20.2.5 Standard Waterborne Paint, and Sec 620.10.2 Temporary Pavement Marking Paint shall be per Sec 1048.20.1.2 High Build Acrylic Waterborne Pavement Marking Paint.

***Delete paragraph 15.0 of the General Provision Disadvantaged Business Enterprise (DBE) Program Requirements and substitute the following:***

**15.0 Data Collection from Bidders for DBE and Non-DBE Subcontractors, Suppliers, Manufacturers and/or Brokering used and not used in bids during the reporting period.** MoDOT is a recipient of federal funds and is required by 49 CFR 26.11, to provide data about its DBE program. The information shall consist of all subcontractor quoting received for actual use and of consideration by the prime bidder. MoDOT will be requesting this information from bidding prime contractors and will provide prime bidders a form to submit the data by the last day of each month for the current letting. The information shall only include the names of both DBE and non-DBE companies that the prime bidders received quotes. MoDOT will then contact the DBEs and non-DBE subcontractors and request additional information from DBE and non-DBE subcontractors including current year of gross receipts and number of years in business. The information provided by the prime bidders shall not include any bid quote pricing regardless if it was used or not. This information will aid MoDOT in the determination of the availability of DBEs and will be used in subsequent availability studies.



STREET LIGHTING GENERAL NOTES

1. The Contractor shall stake the locations for all poles, conduit, controllers, and junction boxes to be installed. The stations and offsets provided are to the center for the street lighting equipment. The contractor shall provide elevations. If obstructions are encountered during installation, the contractor will re-stake those locations affected by the obstruction. The city street lighting inspector shall inspect the staking prior to any excavation/construction.
2. The locations of existing underground utilities are shown in an approximate way only and have not been independently verified. The Contractor shall be responsible for contacting all utility companies for locations of all underground lines prior to excavation and be fully responsible for any and all damages, which might be occasioned by the Contractor's failure to exactly locate and preserve any and all underground utilities. See cover sheet for utility contact information.
3. Rock and shale may be encountered and thus the bid items shall reflect the extra work necessary to accomplish the installation. No additional payments ("extras") will be made for excavation of rock or shale and suitable backfill materials.  
  
The following conditions shall prevail:  
Screw in foundations have been assumed for all areas. In the event a screw-in base may not be installed, then the contractor may at his option install the screw-in base with pre-drilled holes, or pour a concrete base. No change in payment shall be made for base substitutions. Base plates must be larger than the base plate of decorative poles, or a concrete base shall be used. Shop drawings to be approved by the engineer. All conduit/cable trenches and pre-drilled holes within rock/shale shall be backfilled with suitable material and properly compacted in accordance with specifications.
4. Continuous Schedule 40 HDPE conduit of sizes shown shall be installed between all lighting and power appurtenances prior to paving within the city limits of the improvements.
5. The conduit placement shall be coordinated with the roadway and sidewalk construction. Conduit installation and conduit connections shall be inspected and approved by the City Inspector. The contractor may at his option install conduits by alternate construction methods after pavement has been placed. The contractor shall be responsible for any damages to pavement that may occur during conduit installation. No additional payment will be made for installation by alternate methods. All trenches for conduit under proposed paved surfaces (drives, streets) shall be 24" deep and backfilled with flowable fill and properly compacted, unless otherwise directed, to below the proposed pavement surface. Payment for conduit placement shall be subsidiary to conduit items.

Street Lighting

ITEM	UNIT	QUANTITY
Install Acorn Luminaire, 40 Watt LED (See Details)	EA	9
Install Cobra Head Luminaire	EA	16
Install 10' Pedestrian Light Pole (See Details)	EA	9
Install 30' Street Light Pole, w/ 10' Arm	EA	10
Install 30' Street Light Pole, w/ 6' Arm	EA	6
<div></div>	Connector Kit, Fused	EA 50 *
	Connector Kit, Non Fused	EA 25 *
	Multi-Tap Connector with Slip-Over Boot	EA 75 *
	Shoe Base	EA 16 *
Junction Box, Type I	EA	18
Junction Box, Type II	EA	3
Street Light Power Supply, Pad Mounted	EA	1
<div></div>	Cabinet for Lighting	EA 1 *
	Photoelectric Cell	EA 1 *
	Control Center Foundation	EA 1 *
	Ground Rod, 1½" Dia. x 8'0" for Control Center Foundations	EA 1 *
Screw-In Foundation Anchor for Light Poles	EA	25
Conduit, 1" HPDE, Schedule 40	LF	4000
Conduit, 1½" HPDE, Schedule 40	LF	590
Conduit, 2½" PVC, Schedule 40, Concrete Encased	LF	55
<div></div>	Trenching	LF 4645 *
Cable, 1c #10, Type THWN, Pole & Bracket Cable	LF	2130
Cable, 1c #8, Type THWN	LF	19320
Cable, #8, Bare Neutral	LF	6440

\* Indicates item is subsidiary to other item.

6. The conduit and cable shall be installed under underdrain pipe crossings and under the underdrain blankets. Refer to the street plans for underdrain pipe and blanket locations and appropriate details. Where pole foundations are to be installed through an underdrain blanket, the blanket shall be pre-cut to prevent damage of the blanket. In the event the blanket is damaged, the fabric shall be replaced.
7. Factory conduit bends (PVC 90 Deg. Elbows) shall be installed into junction boxes and/or light pole bases from HDPE conduit runs. Approved couplings shall be used to transition between HDPE and PVC conduits.
8. All cable connections at junction boxes shall be watertight.
9. Damage to any existing lighting equipment due to the construction shall be the responsibility of the contractor. The equipment shall be replaced or repaired (as directed by the City) with materials equal or better than the existing material.
10. The contractor shall notify the City of Lee's Summit Department of Public Works of the exact construction schedule so that inspection of the street light installation can be made, including conduit installations.
11. All paved and unpaved areas damaged during construction shall be restored to the original condition. Unless otherwise directed, grassy areas, which were originally sodded, shall be re-sodded.
12. All light standard grounding shall be bonded together to form a continuous system.
13. Circuits called out at 3-1c are 2 insulated conductors and one ground.
14. All modifications to the existing lighting cabinet for the lighting between Jefferson Street and Market Street (Circuits B1 and B2) shall be included in the bid item Lighting Control Equipment.
15. The bid item Removal of Existing Lighting includes all labor and materials necessary to remove lighting equipment that is no longer needed including but not limited to pole bases, poles, luminaires, bracket arms, cabling, and conduit. Pole bases shall be removed to a minimum of 1' below final grade, unless otherwise directed by the Engineer. Dispose of all concrete off right-of-way. Backfill holes with material approved by the engineer. Removed poles, bracket arms, and luminaires are the property of Lee's Summit and shall be returned to the City.

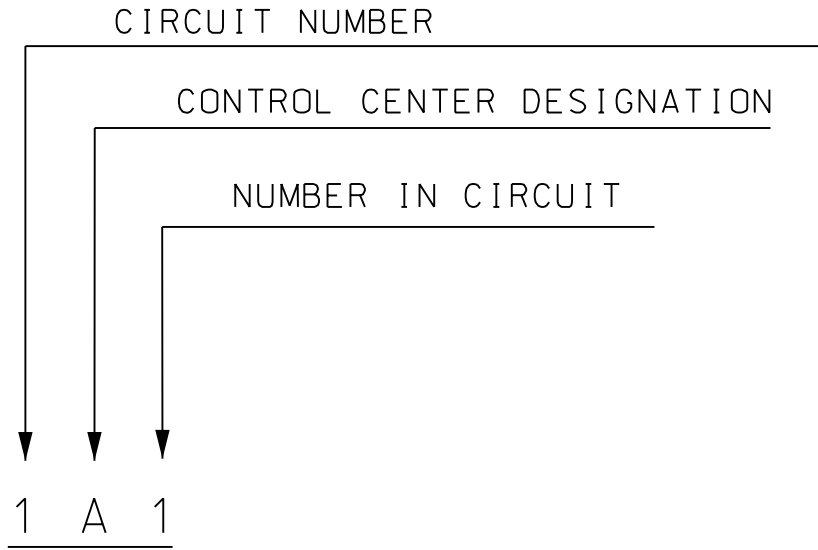
STREET LIGHT LEGEND

PROPOSED

- Conventional Street Light Pole (30'), Arm, and Luminaire, See Details
- Pedestrian Pole (10') and Luminaire, See Details
- Junction Box, Type as Noted
- Pad Mounted Control Center
- Schedul 40 HPDE Conduit, Size as Noted on Plans
- TJB

Tree Junction Box for Tree Receptacles

ELECTRICAL IDENTIFICATION EXPLANATION



CID quantities include quantities for Cable, Conduit, Trenching, and Junction Boxes to connect the proposed circuits for the tree receptacles to the existing junction box.

Lighting & Tree Receptacle Quantities - CID

ITEM	UNIT	QUANTITY
Install Acorn Luminaire, 40 Watt LED (See Details)	EA	10
Install Teardrop Luminaire, 82 Watt LED (See Details)	EA	2
Install 10' Pedestrian Light Pole (See Details)	EA	10
Install 20' Shepherds Hook Light Pole (See Details)	EA	2
<div></div>	Connector Kit, Fused	EA 26 *
	Connector Kit, Non Fused	EA 13 *
	Multi-Tap Connector with Slip-Over Boot	EA 39 *
Remove and Reinstall Existing 20' Street Light Pole with Luminaire, Light, Bracket Arm (Shepherds Hook)	EA	1
Junction Box, Type I	EA	3
Junction Box, Type II	EA	2
Screw-In Foundation Anchor for Light Poles	EA	13
Conduit, ½" Liquid-Tight, Flexible, Non-Metallic	LF	144
Conduit, 1" HPDE, Schedule 40	LF	1000
Conduit, 1½" HPDE, Schedule 40	LF	970
<div></div>	Trenching	LF 1970 *
Cable, 1c #12, Type SO Cord	LF	180
Cable, 1c #10, Type THWN, Pole & Bracket Cable	LF	600
Cable, 1c #8, Type THWN	LF	9060
Cable, #8, Bare Neutral	LF	3020
Tree Junction Box	EA	12
Double Gang, Weatherproof, Tree Receptacle Box W/ 2-Duplex GFCI Receptacles	EA	12
Double Gang, Weatherproof, In-Use Cover	EA	12
Weatherproof Plug and Connector, NEMA 20-15P & 15R, Twist-Lock	EA	12

\* Indicates item is subsidiary to other item.

SHEET NO. 66TOTAL SHEETS 204

DATE PREPARED 10/23/2024

ROUTE 3RD STSTATE MO

COUNTY JACKSON

CITY LEE'S SUMMIT

PROJECT NO. 2020-575

FEDERAL PROJECT NO. TAP-3378(402)

DESCRIPTION

ADDENDUM NO. 1

DATE 10/22/24

STATE OF MISSOURI

PROFESSIONAL ENGINEER

CHRISTOPHER DOUGLAS

NUMBER PE-2018026229

CITY OF LEE'S SUMMIT MISSOURI

DEPARTMENT OF PUBLIC WORKS

CITY OF LEE'S SUMMIT

220 SE GREEN STREET

LEE'S SUMMIT, MO 64063

(816) 969-1800

WSP

WSP USA, INC.

300 WYANDOTTE STREET

SUITE 200

KANSAS CITY, MO 64105

3RD STREET LIGHTING  
CIRCUIT DIAGRAM

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.



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PEDESTRIAN POLE AND LUMINAIRE SPECIFICATIONS

PEDESTRIAN LUMINAIRE

The luminaire shall be an Acorn style and shall be aluminum with polyester powder paint applied after a pretreatment process for durability purposes. All hardware, hinges, and latches shall be stainless steel. The luminaire shall be equipped with a painted top cover & ball finial. Color shall be standard black. The slipfitter shall accept a 3" by 2 5/8" to 3 1/8" O.D. tenon.

A cast aluminum housing/door frame shall be removable with the use of common hand tools and retained by an insulated line attached to the door and housing.

The optical assembly shall be a molded thermal resistant acrylic reflector and fractor that redirects a minimum of 50% of the uplight into the refractor. The optical assembly shall provide an asymmetrical light distribution meeting the IES Type 3. The lower portion of the optical assembly shall have refracting prisms to control the distribution of light. The top of the assembly shall be removable for entry into the lamp chamber without the use of tools. The ballast, enclosed, in the upper housing ballast compartment, shall power a 40 watt LED lamp. The ballast components shall be mounted to a removable electrical module with quick disconnect for easy removal. The B-U-G rating shall be U-4 or less.

The wiring chamber shall contain a terminal block accepting #12 through #4 conductors. The load side of the terminal block shall be pre-wired to the ballast assembly.

The luminaries shall be listed suitable for wet locations. The luminaire shape and style shall be as shown in the details.

ALUMINUM PEDESTRIAN LIGHT POLE

The pole shall be aluminum heavy wall with a minimum thickness of 0.125," cast aluminum produced from ASTM 356.1 ingot per ASTM B179-95A OR ASTM B26-95. The shaft shall be extruded from aluminum, ASTM 6061 alloy, heat treated to a T6 temper. All hardware shall be tamper resistant stainless steel. All welding shall be per ANSI/AWS. All welders shall be certified per ANSI/AWS. The base shall be an 18" hexagonal base and the shaft diameter shall be 4 1/4" to 5" at the top. The top of the post shall have a transitional doughnut for luminaire mounting. Two handholes per pole shall be provided, a minimum of 3 1/2" x 4 1/2" x 5" in size.

The finish shall be a polyester powder paint applied after a pretreatment process for durability purposes. Color to be standard black.

The pole lengths shall be as shown in the pole details. The pole shape and style shall be as shown in the details.

CABLE GRIP SUPPORTS:

The contractor shall install one cable support grip in each lighting pole. The cable support grip shall be made of high grade, non-magnetic tin coated bronze strand. The cable support shall be capable of securing two #10 AWG cables in a vertical position holding the weight of the cables and cable connectors off the luminaire connections.

STANDARD POLE AND COBRAHEAD LUMINAIRE SPECIFICATIONS

COBRAHEAD LUMINAIRE

The luminaire shall be a cobrahead style and shall be aluminum with polyester powder paint applied after a pretreatment process for durability purposes. Color shall be standard black.

The mast arm mount shall be adjustable for arms from 1 1/4" to 2" (1 5/8"-2 3/8" O.D.) diameter and provide a 3G vibration rating per ANSI C136.31.

A cast aluminum housing/door frame shall be removable with the use of common hand tools.

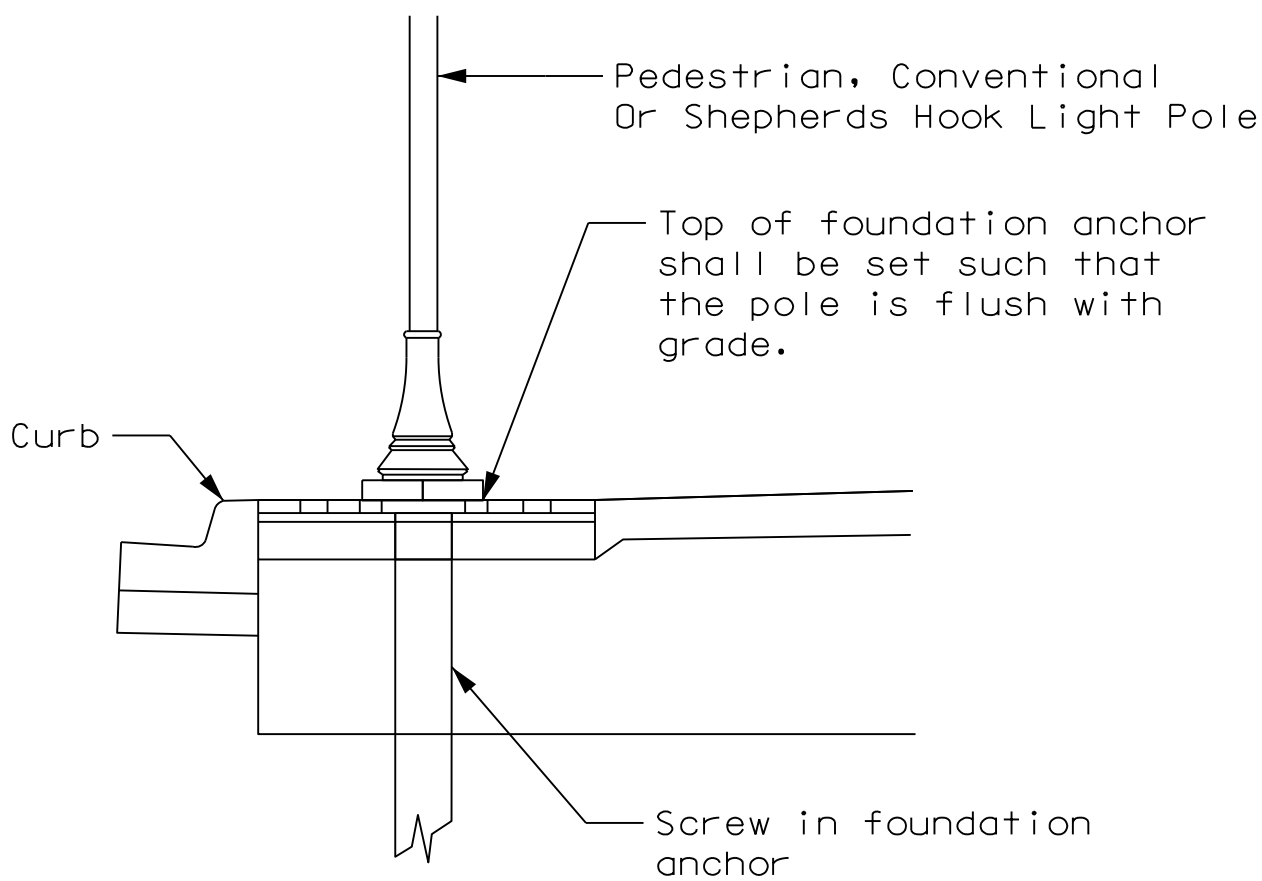
The optics shall be a molded silicone. The optical assembly shall provide an asymmetrical light distribution meeting the IED Type 2. The top of the assembly shall be removable for entry into the lamp chamber without the use of tools. The luminaire shall be equipped with house side shields and without photoelectric cells.

Cobrahead Luminaires shall be American Electric Lighting Catalog #: ATB0 P303 MVOLT R2 4K BK BL NR HSS or approved equal.

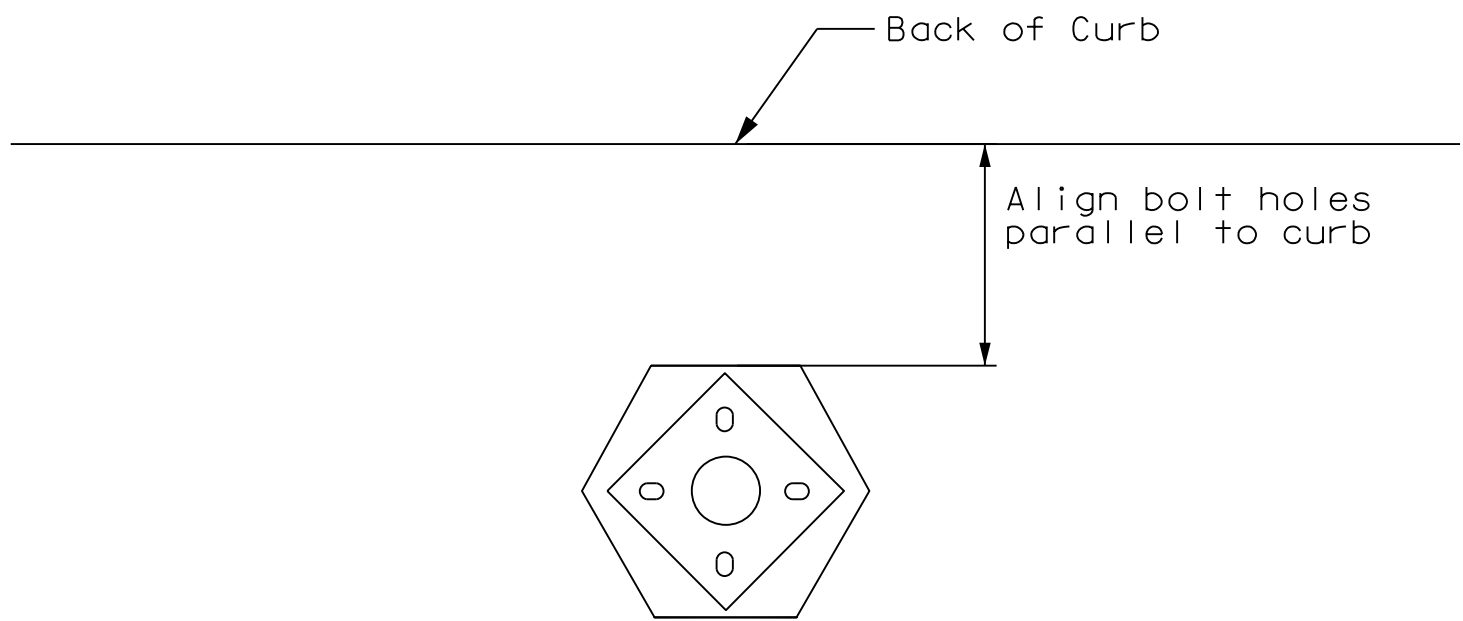
ALUMINUM STREET LIGHT POLE

The pole shall be the City of Lees Summit standard street light pole P30D with shoe bases.

The finish shall be a polyester powder paint applied after a pretreatment process for durability purposes. Color to be standard black.



POLE AND ANCHOR VERTICAL PLACEMENT DETAIL



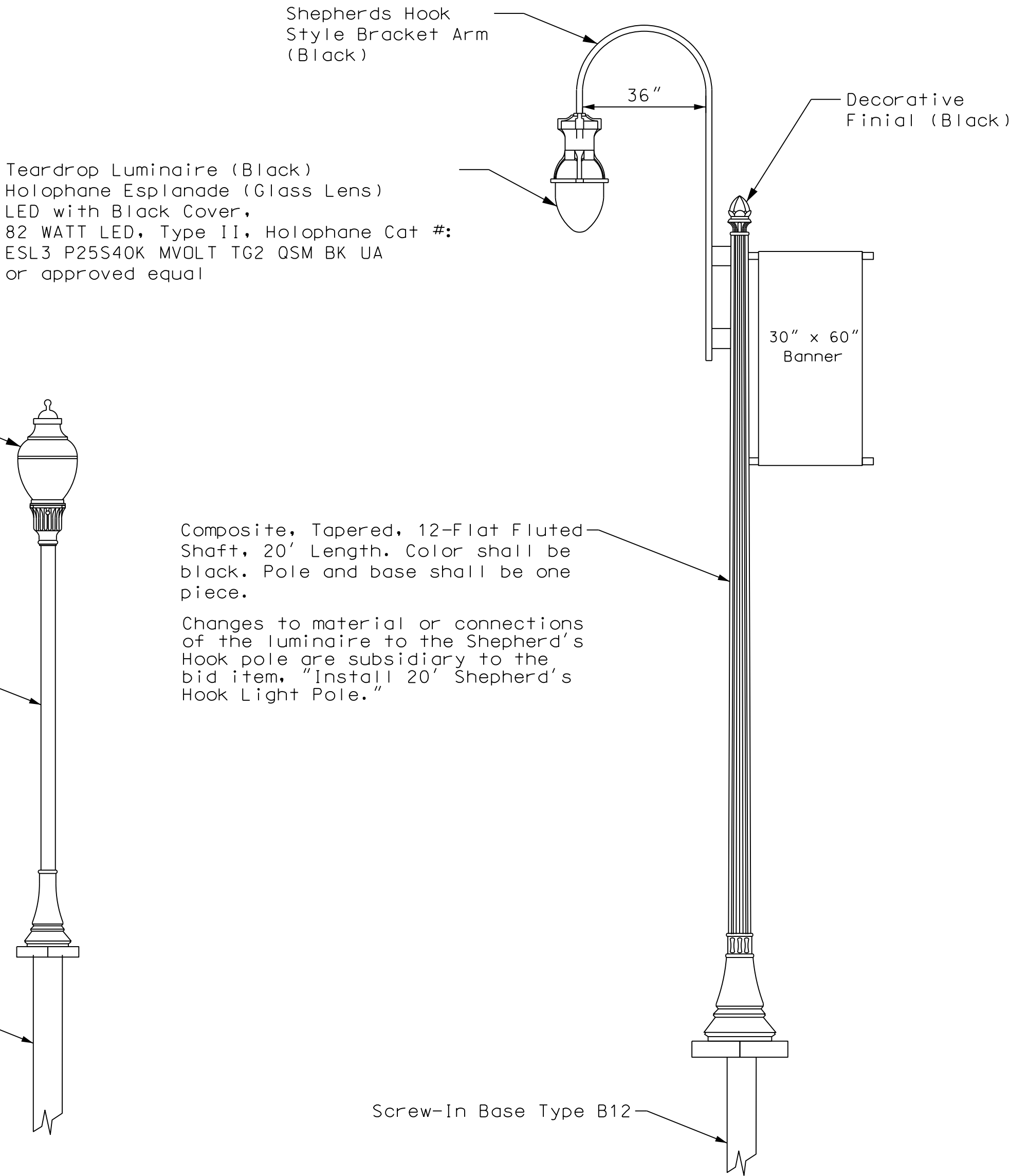
POLE AND ANCHOR HORIZONTAL ORIENTATION DETAIL

Pedestrian Luminaire (Black)  
Holophane Acrylic Washington Postlite  
LED with Black Cover and Ball Finial,  
40 WATT LED, Type III, Holophane Cat #:  
AWDE P20 MVOLT MS AL3 BK TBK 20KV UA  
or approved equal

10', 4" Dia. Fluted Aluminum,  
Color shall be black. Pole  
and base shall be one piece.  
Post top tenon shall be 3" O.D.

Screw-In Base Type B12

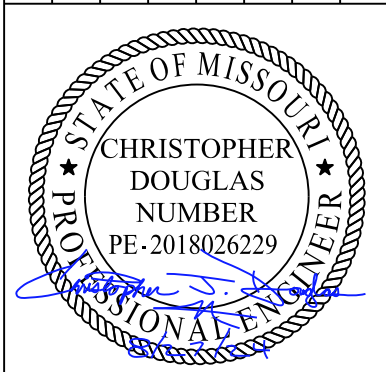
10' PEDESTRIAN POLE  
DETAIL



20' SHEPHERD'S HOOK  
STREET LIGHT DETAIL

SHEET NO.	TOTAL SHEETS
67	204
DATE PREPARED	
10/23/2024	
ROUTE	STATE
3RD ST	MO
COUNTY	
JACKSON	
CITY	
LEE'S SUMMIT	
PROJECT NO.	
2020-575	
FEDERAL PROJECT NO.	
TAP-3378(402)	

DESCRIPTION	ADDENDUM NO. 1	DATE	10/22/24
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CITY OF LEE'S SUMMIT MISSOURI  
DEPARTMENT OF PUBLIC WORKS

CITY OF LEE'S SUMMIT  
220 SE GREEN STREET  
LEE'S SUMMIT, MO 64063  
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WSP USA INC.  
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3RD STREET LIGHTING  
CIRCUIT DIAGRAM

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