

## **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 **Clarkson Construction Company** ("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: **Constructing approximately 2.5 miles of Pryor Road as a 4-lane divided roadway from Hook Road to approximately Longview Road. Project also includes construction of sidewalk, shared use path, street lighting, and traffic signal installation at Hook Road, Scherer Road, and Eagle View Drive intersections. The work also includes installation of water line, curb and gutter, and residential building demolition with hazardous material abatement, storm sewer.**

### **ARTICLE 2—THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Project No. 571: Pryor Road Improvements**

### **ARTICLE 3—ENGINEER**

3.01 The Owner has retained **TranSystems Corporation** ("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 **Engineer.**

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: Days*

- A. The Work will be substantially complete within **660 days** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **90 days after Substantial Completion**.

##### 4.03 *Milestones*

- A. Completion of the punch list attached to the Certificate of Substantial Completion shall be achieved within 30 days after Substantial Completion.
- B. Parts of the Work must be substantially completed on or before the following Milestone(s):
  1. Milestone 1: All work shall be completed for the Center Phase as shown on plan sheets 211-214 so that Pryor Road, River Run Road, and 26<sup>th</sup> Terrace are permanently open to a minimum of one lane in each direction within **120** calendar days of the date work commences in the area.
  2. Milestone 2: All work shall be completed for the South Phase as shown on plan sheets 211-214 so that Pryor Road and Hook Road are permanently open to a minimum of one lane in each direction within **90** calendar days of the date work commences in the area.
  3. Milestone 3: All work shall be completed for the North Phase – N1 as shown on plan sheets 211-214 so that Pryor Road, Longview Road, Scherer Road, Summit Hills Drive, Eagle Creek Drive (north), and Eagle View Drive are permanently open to a minimum of one lane in each direction within **270** calendar days of the date work commences in the area.

4. Milestone 4: All work shall be completed for the North Phase – N2 as shown on plan sheets 211-214 so that Scherer Road is permanently open to a minimum of one lane in each direction within **45** calendar days of the date work commences in the area.

5. Milestone 5: All work shall be completed for the North Phase – N3 as shown on plan sheets 211-214 so that Longview Road and Pryor Road (north leg only) are permanently open to a minimum of one lane in each direction within **30** calendar days of the date work commences in the area.

#### 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):

<b>Schedule of Deductions for Each Day of Overrun in Contract Time, Original Contract Amount (or the Engineer's Estimate of the Total Construction Cost)</b>		
<b>From (\$)</b>	<b>To, and including (\$)</b>	<b>Assessment, per Day (\$)</b>
0	25,000	475
25,001	50,000	475
50,001	100,000	500
100,001	500,000	700
500,001	1,000,000	950
1,000,001	2,000,000	1,100
2,000,001	3,000,000	1,225
3,000,001	4,000,000	1,625
4,000,001	5,000,000	2,025
5,000,001	6,000,000	2,425

6,000,001	7,000,000	2,825
7,000,001	8,000,000	3,225
8,000,001	9,000,000	3,625
9,000,001	10,000,000	4,025
<b>10,000,001</b>	<b>70,000,000</b>	<b>4,300</b>

1. *Substantial Completion*: Contractor shall pay Owner **\$4,300** 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 **\$4,300** 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 **\$4,300** 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 **\$4,300** 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.

**ARTICLE 5—CONTRACT PRICE – ADDENDUM #2**

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).

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	\$1,400,000.00	\$1,400,000.00
2	CLEARING AND GRUBBING	AC	35	\$3,000.00	\$105,000.00
3	DEMOLITION AND REMOVAL	LS	1	\$500,000.00	\$500,000.00
4	DEMOLITION AND REMOVAL OF BUILDING	LS	1	\$80,300.00	\$80,300.00
5	RESERVED – NOT USED	EA	0	\$-0-	\$-0-
6	UNCLASSIFIED EXCAVATION	CY	73,024	\$8.00	\$584,192.00
7	EMBANKMENT	CY	62,087	\$0.01	\$620.87
8	WASTE (HAUL OFF)	CY	5,042	\$15.00	\$75,630.00
9	SUBGRADE COMPACTION (12") (95% MR 0+3)	SY	115,800	\$1.00	\$115,800.00
10	AGGREGATE BASE (4") (6") (MODOT TYPE 5)	SY	116,053	\$11.00	\$1,276,583.00
11	AGGREGATE BASE (4") (MODOT TYPE 5) (SIDEWALK)	SY	22,938	\$10.00	\$229,380.00
12	AGGREGATE BASE (4") (MODOT TYPE 5) (DRIVEWAY)	SY	782	\$18.00	\$14,076.00
13	AGGREGATE SURFACING (6") (GRADE A OR B)	SY	301	\$19.00	\$5,719.00
14	PORTLAND CEMENT CONC. PVMT. (9") (KCM MB 4K)	SY	90,406	\$60.00	\$5,424,360.00
15	PORTLAND CEMENT CONC. PVMT. (8") (6") (KCM MB 4K) (DRIVEWAY)	SY	717	\$100.00	\$71,700.00
16	PORTLAND CEMENT CONC. PVMT. (4") (KCM MB 4K) (SIDEWALK)	SY	7,110	\$60.00	\$426,600.00
17	PORTLAND CEMENT CONC. PVMT. (6") (KCM MB K) (SHARED USE PATH)	SY	15,186	\$50.00	\$759,300.00
18	PORTLAND CEMENT CONC. PVMT. (6") (KCM MB 4K) (REINFORCED)	SY	642	\$94.00	\$60,348.00
19	ADA RAMPS (ALL TYPES)	SY	632	\$145.00	\$91,640.00
20	ALTERNATIVE MEDIAN TREATMENT	SY	1,125	\$145.00	\$163,125.00
21	MEDIAN NOSE	SY	256	\$145.00	\$37,120.00
22	CONCRETE CURB AND GUTTER (TYPE CG-1)	LF	56,312	\$32.00	\$1,801,984.00

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
23	ASPHALT CONC. PVMT. (10")(COMMERCIAL GRADE)	SY	1,226	\$130.00	\$159,380.00
24	ROCK DITCH LINER (TYPE 3)	CY	102	\$135.00	\$13,770.00
25	ROCK LINING	CY	21	\$130.00	\$2,730.00
26	LEE'S SUMMIT CURB INLET (4'X3')	EA	22	\$4,400.00	\$96,800.00
27	LEE'S SUMMIT CURB INLET (6'X3')	EA	33	\$4,700.00	\$155,100.00
28	LEE'S SUMMIT CURB INLET (6'X4')	EA	1	\$5,900.00	\$5,900.00
29	LEE'S SUMMIT CURB INLET (6'X4.5')	EA	1	\$6,000.00	\$6,000.00
30	LEE'S SUMMIT CURB INLET (6'X5')	EA	1	\$6,400.00	\$6,400.00
31	LEE'S SUMMIT CURB INLET (8'X3')	EA	9	\$4,700.00	\$42,300.00
32	LEE'S SUMMIT CURB INLET (4'X3') (HAUNCHED)	EA	1	\$6,500.00	\$6,500.00
33	LEE'S SUMMIT CURB INLET (4'X4') (HAUNCHED)	EA	8	\$6,200.00	\$49,600.00
34	LEE'S SUMMIT CURB INLET (4'X5') (HAUNCHED)	EA	5	\$6,300.00	\$31,500.00
35	LEE'S SUMMIT CURB INLET (6'X3') (HAUNCHED)	EA	1	\$5,700.00	\$5,700.00
36	LEE'S SUMMIT CURB INLET (6'X3.5') (HAUNCHED)	EA	2	\$6,300.00	\$12,600.00
37	LEE'S SUMMIT CURB INLET (6'X4') (HAUNCHED)	EA	13	\$5,700.00	\$74,100.00
38	LEE'S SUMMIT CURB INLET (8'X4') (HAUNCHED)	EA	2	\$7,500.00	\$15,000.00
39	LEE'S SUMMIT FIELD INLET (3'X3')	EA	7	\$4,000.00	\$28,000.00
40	JUNCTION BOX (4'X3')	EA	4	\$4,400.00	\$17,600.00
41	JUNCTION BOX (4'X4')	EA	7	\$4,800.00	\$33,600.00
42	JUNCTION BOX (4'X5')	EA	2	\$5,300.00	\$10,600.00
43	JUNCTION BOX (5'X5')	EA	1	\$5,800.00	\$5,800.00
44	JUNCTION BOX (6'X3')	EA	2	\$5,000.00	\$10,000.00
45	JUNCTION BOX (6'X4')	EA	3	\$5,300.00	\$15,900.00
46	JUNCTION BOX (6'X5')	EA	1	\$6,600.00	\$6,600.00
47	JUNCTION BOX (9'X4')	EA	2	\$7,100.00	\$14,200.00
48	PRECAST MANHOLE (4' DIAMETER)	EA	1	\$3,800.00	\$3,800.00
49	ADJUSTMENT OF FIELD INLET	EA	1	\$2,300.00	\$2,300.00

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
50	CONVERT CURB INLET TO JUNCTION BOX	EA	3	\$2,100.00	\$6,300.00
51	END SECTIONS (12" HDPE)	EA	1	\$250.00	\$250.00
52	END SECTIONS (15" RCP)	EA	12	\$1,400.00	\$16,800.00
53	END SECTIONS (18" RCP)	EA	6	\$1,500.00	\$9,000.00
54	END SECTIONS (24" RCP)	EA	1	\$1,900.00	\$1,900.00
55	CONCRETE COLLAR	EA	2	\$2,100.00	\$4,200.00
56	UNDERDRAIN	LF	794	\$38.00	\$30,172.00
57	STORM SEWERS (12") (HDPE)	LF	62	\$54.00	\$3,348.00
58	STORM SEWERS (15") (RCP)	LF	9,620	\$56.00	\$538,720.00
59	STORM SEWERS (18") (RCP)	LF	1,762	\$51.00	\$89,862.00
60	STORM SEWERS (24") (RCP)	LF	2,100	\$87.00	\$182,700.00
61	STORM SEWERS (30") (RCP)	LF	606	\$130.00	\$78,780.00
62	STORM SEWERS (36") (RCP)	LF	1,493	\$140.00	\$209,020.00
63	STORM SEWERS (42") (RCP)	LF	16	\$250.00	\$4,000.00
64	STORM SEWERS (48") (RCP)	LF	8	\$260.00	\$2,080.00
65	STORM SEWERS (54") (RCP)	LF	8	\$370.00	\$2,960.00
66	STORM SEWERS (72") (RCP)	LF	8	\$820.00	\$6,560.00
67	STORM SEWERS (76" X 48") (RCPHE)	LF	8	\$1,250.00	\$10,000.00
68	REINFORCED CONCRETE BOX (12' X 5')	LF	330.3	\$1,700.00	\$561,000.00
69	CLASS B CONCRETE (RETAINING WALL)	CY	74.8	\$1,900.00	\$142,500.00
70	CLASS B CONCRETE (INTEGRAL SIDEWALK AND RETAINING WALL)	CY	73.2	\$1,030.00	\$75,190.00
71	CLASS 4 EXCAVATION	CY	740	\$14.00	\$10,360.00
72	PEDESTRIAN FENCE (60 IN.)	LF	105	\$180.00	\$18,900.00
73	SILT FENCE	LF	7,638	\$2.00	\$15,276.00
74	STRAW WATTLE	LF	2,773	\$2.50	\$6,932.50
75	COMPOST FILTER BERM	LF	10,855	\$4.50	\$48,847.50
76	ROCK DITCH CHECKS	LF	4,628	\$21.50	\$99,502.00

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
77	AREA INLET CHECKS	EA	9	\$107.00	\$963.00
78	CURB INLET CHECKS	EA	108	\$80.00	\$8,640.00
79	SEDIMENT REMOVAL	CY	715	\$42.00	\$30,030.00
80	EROSION CONTROL BLANKET (TYPE B)	SY	10,930	\$2.00	\$21,860.00
81	EROSION CONTROL BLANKET (TYPE G)	SY	912	\$6.00	\$5,472.00
82	SODDING	SY	48,082	\$7.00	\$336,574.00
83	SEEDING	AC	14	\$2,030.00	\$28,420.00
84	FENCE (WOVEN WIRE)	LF	4,511	\$26.00	\$117,286.00
85	FENCE (WOVEN WIRE) (REMOVE AND RESET)	LF	2,189	\$19.00	\$41,591.00
86	FENCE (FAUX WROUGHT IRON) (REMOVE AND RESET)	LF	411	\$67.00	\$27,537.00
87	FENCE (WHITE VINYL 3 RAIL)	LF	19	\$77.00	\$1,463.00
88	FENCE (TEMPORARY)	LF	803	\$19.00	\$15,257.00
89	GATE (WOVEN WIRE) (12')	EA	2	\$1,400.00	\$2,800.00
90	GATE (WOVEN WIRE) (24')	EA	2	\$2,300.00	\$4,600.00
91	GATE (WOVEN WIRE) (REMOVE AND RESET)	EA	1	\$650.00	\$650.00
92	GATE (FAUX WROUGHT IRON) (REMOVE AND RESET)	EA	1	\$650.00	\$650.00
93	GATE (TEMPORARY)	EA	1	\$430.00	\$430.00
94	ADJUST EXISTING SANITARY SEWER MANHOLE TOP	EA	4	\$4,100.00	\$16,400.00
95	MAILBOX (REMOVE AND RESET)	EA	6	\$350.00	\$2,100.00
96	SIGN POST (SQUARE STEEL)	EA	74	\$320.00	\$23,680.00
97	SIGNS (PERMANENT)	SF	540	\$37.00	\$19,980.00
98	HIGH-BUILD PAVEMENT MARKING PAINT (4-INCH WHITE)	LF	17,098	\$0.25	\$4,274.50
99	HIGH-BUILD PAVEMENT MARKING PAINT (4-INCH YELLOW)	LF	8,396	\$0.25	\$2,099.00
100	HIGH-BUILD PAVEMENT MARKING PAINT (8-INCH WHITE)	LF	395	\$2.50	\$987.50
101	HIGH-BUILD PAVEMENT MARKING PAINT (12-INCH WHITE)	LF	290	\$9.00	\$2,610.00
102	HIGH-BUILD PAVEMENT MARKING PAINT (12-INCH YELLOW)	LF	224	\$9.00	\$2,016.00
103	PREFORMED THERMO. PAVEMENT MARKING (6-INCH WHITE)	LF	3,011	\$6.00	\$18,066.00



ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
104	PREFORMED THERMO. PAVEMENT MARKING (24-INCH WHITE)	LF	1,062	\$24.00	\$25,488.00
105	PREFORMED THERMO. PAVEMENT MARKING SYMBOL (LEFT/RIGHT ARROW)	EA	119	\$210.00	\$24,990.00
106	PRE-FORMED THERMO. PAVEMENT MARKING SYMBOL (ONLY)	EA	2	\$410.00	\$820.00
107	TRAFFIC CONTROL SIGNING	SF	581	\$13.00	\$7,553.00
108	TRAFFIC CONTROL BARRICADE (TYPE III)	EA	47	\$240.00	\$11,280.00
109	TRAFFIC CONTROL CHANNELIZER	EA	90	\$70.00	\$6,300.00
110	TRAFFIC CONTROL FLASHING ARROW PANEL	EA	1	\$3,750.00	\$3,750.00
111	TRAFFIC CONTROL PORTABLE MESSAGE SIGN	EA	4	\$9,630.00	\$38,520.00
112	ALUMINUM STREET LIGHT POLE (P40S)	EA	9	\$3,560.00	\$32,040.00
113	ALUMINUM STREET LIGHT POLE (P40D)	EA	78	\$3,740.00	\$291,720.00
114	ALUMINUM STREET LIGHT POLE (P30S)	EA	7	\$2,760.00	\$19,320.00
115	15' ALUMINUM BRACKET ARM	EA	165	\$760.00	\$125,400.00
116	10' ALUMINUM BRACKET ARM	EA	7	\$700.00	\$4,900.00
117	LUMINAIRE (DESIGN TYPE A)	EA	165	\$730.00	\$120,450.00
118	LUMINAIRE (DESIGN TYPE B)	EA	7	\$540.00	\$3,780.00
119	STREET LIGHT POLE BASE (SCREW-IN)	EA	91	\$1,170.00	\$106,470.00
120	STREET LIGHT POLE BASE (CONCRETE)	EA	3	\$2,900.00	\$8,700.00
121	POWER SUPPLY (4 CIRCUIT)	EA	4	\$9,380.00	\$37,520.00
122	CONDUIT (2" HDPE) (INSTALLED)	LF	14,780	\$9.00	\$133,020.00
123	CONDUIT (3" PVC) (INSTALLED)	LF	75	\$43.00	\$3,225.00
124	DISTRIBUTION CABLE (3C #4)	LF	16,090	\$8.00	\$128,720.00
125	POLE AND BRACKET CABLE (1C #10)	LF	30,645	\$1.30	\$39,838.50
126	PULL BOX (CLASS I)	EA	7	\$2,610.00	\$18,270.00
127	JUNCTION BOX (TYPE I)	EA	25	\$1,610.00	\$40,250.00
128	JUNCTION BOX (TYPE II)	EA	10	\$1,840.00	\$18,400.00
129	MULTI-TAP CONNECTOR	EA	282	\$50.00	\$14,100.00

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
130	FUSED BREAK-AWAY CONNECTOR	EA	656	\$110.00	\$72,160.00
131	NON-FUSED BREAK-AWAY CONNECTOR	EA	94	\$120.00	\$11,280.00
132	REMOVE EXISTING LIGHT POLES	EA	7	\$1,020.00	\$7,140.00
133	PEDESTAL POLE (8')	EA	25	\$2,920.00	\$73,000.00
134	PEDESTAL POLE (15')	EA	1	\$3,090.00	\$3,090.00
135	MAST ARM POLE (24')	EA	1	\$20,200.00	\$20,200.00
136	MAST ARM POLE (32')	EA	1	\$22,200.00	\$22,200.00
137	MAST ARM POLE (40')	EA	1	\$30,200.00	\$30,200.00
138	MAST ARM POLE (42')	EA	2	\$32,400.00	\$64,800.00
139	MAST ARM POLE (44')	EA	3	\$32,600.00	\$97,800.00
140	MAST ARM POLE (46')	EA	2	\$34,600.00	\$69,200.00
141	MAST ARM POLE (48')	EA	2	\$34,800.00	\$69,600.00
142	MAST ARM POLE (50')	EA	1	\$35,400.00	\$35,400.00
143	MAST ARM POLE (52')	EA	1	\$40,300.00	\$40,300.00
144	MAST ARM POLE (54')	EA	1	\$40,600.00	\$40,600.00
145	LUMINAIRE (TRAFFIC SIGNAL)	EA	15	\$1,730.00	\$25,950.00
146	BASE (B10) (TRAFFIC SIGNAL)	EA	2	\$8,450.00	\$16,900.00
147	BASE (B13) (TRAFFIC SIGNAL)	EA	13	\$10,500.00	\$136,500.00
148	BASE (C) (TRAFFIC SIGNAL)	EA	26	\$1,550.00	\$40,300.00
149	BASE (EV) (TRAFFIC SIGNAL)	EA	4	\$4,510.00	\$18,040.00
150	PULL BOX (CLASS 2) (TRAFFIC SIGNAL)	EA	9	\$3,540.00	\$31,860.00
151	PULL BOX (CLASS 3) (TRAFFIC SIGNAL)	EA	7	\$5,400.00	\$37,800.00
152	PULL BOX (FIBER OPTIC)	EA	75	\$4,510.00	\$338,250.00
153	CABLE (#6 GROUND) (TRAFFIC SIGNAL)	LF	2,412	\$2.00	\$4,824.00
154	CABLE (3c #8) (TRAFFIC SIGNAL)	LF	2,856	\$4.50	\$12,852.00
155	CABLE (2c #14) (TRAFFIC SIGNAL)	LF	5,816	\$1.50	\$8,724.00
156	CABLE (5c #14) (TRAFFIC SIGNAL)	LF	5,846	\$2.00	\$11,692.00

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
157	CABLE (7c #14) (TRAFFIC SIGNAL)	LF	10,331	\$3.00	\$30,993.00
158	CABLE (3c #16) (TRAFFIC SIGNAL)	LF	425	\$2.00	\$850.00
159	CABLE (COAX) (TRAFFIC SIGNAL)	LF	425	\$2.00	\$850.00
160	CABLE (FIBER OPTIC, 24c)	LF	310	\$66.00	\$20,460.00
161	CABLE (FIBER OPTIC, 96c)	LF	15,809	\$9.00	\$142,281.00
162	TRAFFIC SIGNAL HEAD	EA	82	\$1,300.00	\$106,600.00
163	TRAFFIC SIGNAL CONTROLLER ASSEMBLY	EA	4	\$33,300.00	\$133,200.00
164	RADAR DETECTION SYSTEM	LS	4	\$33,900.00	\$135,600.00
165	EMERGENCY VEHICLE DETECTION SYSTEM	LS	4	\$10,800.00	\$43,200.00
166	POWER SUPPLY (DUAL METER) (TRAFFIC SIGNAL)	EA	2	\$16,600.00	\$33,200.00
167	POWER SUPPLY (1-CIRCUIT) (TRAFFIC SIGNAL)	EA	2	\$9,100.00	\$18,200.00
168	PAN TILT ZOOM (PTZ) CAMERA (COMPLETE)	EA	4	\$4,700.00	\$18,800.00
169	CONDUIT (2") (TRAFFIC SIGNAL)	LF	174	\$41.00	\$7,134.00
170	CONDUIT (2" HDPE) (TRAFFIC SIGNAL)	LF	13,459	\$11.00	\$148,049.00
171	CONDUIT (3") (TRAFFIC SIGNAL)	LF	874	\$27.00	\$23,598.00
172	CONDUIT (4") (TRAFFIC SIGNAL)	LF	1,599	\$39.00	\$62,361.00
173	SIGNS (TRAFFIC SIGNAL)	SF	306.1	\$90.00	\$27,540.00
174	DECIDUOUS TREES (2.0" CAL.)	EA	17	\$450.00	\$7,650.00
175	ORNAMENTAL TREES (1.5" CAL.)	EA	23	\$370.00	\$8,510.00
176	EVERGREEN TREES (7' HEIGHT)	EA	6	\$390.00	\$2,340.00
177	GRASSES AND PERENNIALS- 1 GAL	EA	5,415	\$18.00	\$97,470.00
178	GRASSES AND PERENNIALS- 4" POT	EA	2,567	\$15.00	\$38,505.00
179	SEDGES- PLUG	EA	1,349	\$8.00	\$10,792.00
180	TREE HYDRATION BLADDERS (36 INCH DIAMETER)	EA	46	\$64.00	\$2,944.00
181	STEEL EDGING	LF	910	\$13.00	\$11,830.00
182	CONCRETE RIBBON CURB	LF	326	\$43.00	\$14,018.00
183	TOPSOIL-PLANTING BEDS 6" DEPTH	CY	3,359	\$22.00	\$73,898.00

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
184	PVC WATER MAIN (16")(C900)(DR18)	LF	7,001	\$98.00	\$686,098.00
185	PVC WATER MAIN (12")(C900)(DR18)	LF	715	\$80.00	\$57,200.00
186	PVC WATER MAIN (20")(C900)(DR18)	LF	5295	\$150.00	\$794,250.00
187	PVC WATER MAIN (8") (C900) (DR18)	LF	554	\$54.00	\$29,916.00
188	DIP WATER MAIN (16") ZINC COATED V-BIO POLY WRAPPED	LF	107	\$250.00	\$26,750.00
189	PVC WATER SERVICE (2")	LF	214	\$30.00	\$6,420.00
190	BEND (16") (11.25 DEG.)	EA	14	\$3,600.00	\$50,400.00
191	BEND (16") (22.5 DEG.)	EA	4	\$3,650.00	\$14,600.00
192	BEND (16") (45 DEG.)	EA	18	\$3,760.00	\$67,680.00
193	BEND (12") (11.25 DEG.)	EA	3	\$1,600.00	\$4,800.00
194	BEND (20") (11.25 DEG.)	EA	6	\$6,150.00	\$36,900.00
195	BEND (20") (22.5 DEG.)	EA	1	\$4,570.00	\$4,570.00
196	BEND (20") (45 DEG.)	EA	16	\$5,900.00	\$94,400.00
197	BEND (12") (45 DEG.)	EA	2	\$1,840.00	\$3,680.00
198	BEND (8") (45 DEG.)	EA	13	\$900.00	\$11,700.00
199	TEE (20"x20")	EA	1	\$13,500.00	\$13,500.00
200	TEE (20"x8")	EA	1	\$7,400.00	\$7,400.00
201	TEE (20"x6")	EA	11	\$7,100.00	\$78,100.00
202	TEE (16"x16")	EA	1	\$6,700.00	\$6,700.00
203	TEE (16"x12")	EA	4	\$5,400.00	\$21,600.00
204	TEE (16"x8")	EA	4	\$4,650.00	\$18,600.00
205	TEE (16"x6")	EA	18	\$4,360.00	\$78,480.00
206	TEE (6"x6")	EA	1	\$1,820.00	\$1,820.00
207	TAPPING SADDLE (2")	EA	1	\$1,350.00	\$1,350.00
208	BUTTERFLY VALVE (20")	EA	8	\$23,800.00	\$190,400.00
209	BUTTERFLY VALVE (16")	EA	4	\$16,400.00	\$65,600.00
210	BUTTERFLY VALVE (12")	EA	4	\$11,200.00	\$44,800.00
211	GATE VALVE (8")	EA	5	\$3,800.00	\$19,000.00

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
212	GATE VALVE (6")	EA	20	\$2,330.00	\$46,600.00
213	SOLID SLEEVE (20")	EA	3	\$5,500.00	\$16,500.00
214	SOLID SLEEVE (16")	EA	15	\$3,500.00	\$52,500.00
215	SOLID SLEEVE (12")	EA	4	\$1,580.00	\$6,320.00
216	SOLID SLEEVE (8")	EA	6	\$870.00	\$5,220.00
217	REDUCER (20"x16")	EA	1	\$4,700.00	\$4,700.00
218	AIR RELEASE ASSEMBLY	EA	8	\$7,200.00	\$57,600.00
219	TRIVIEW MARKER POST	EA	21	\$90.00	\$1,890.00
220	REMOVE AND RESET FIRE HYDRANT ASSEMBLY (EXISTING)	EA	6	\$3,500.00	\$21,000.00
221	RELOCATE FIRE HYDRANT ASSEMBLY(EXISTING)	EA	5	\$4,900.00	\$24,500.00
222	FIRE HYDRANT ASSEMBLY (NEW)	EA	19	\$6,500.00	\$123,500.00
223	CONNECT TO WATER METER (EXISTING)	EA	1	\$1,200.00	\$1,200.00
224	RESERVED – NOT USED	EA	0	\$0.00	\$0.00
225	WATER METER W/ METER WELL (NEW)	EA	1	\$6,800.00	\$6,800.00
226	TRENCH CHECK	EA	16	\$900.00	\$14,400.00
227	SERVICE CONNECTION (2")	EA	1	\$1,200.00	\$1,200.00
228	RESERVED – NOT USED	EA	0	\$0.00	\$0.00
229	30" D.I.P. (CL54) W/ POLYWRAP WATER MAIN	LF	737	\$570.00	\$420,090.00
230	44" DIA STEEL WATER MAIN CASING AND APPURTENANCES	LF	40	\$380.00	\$15,200.00
231	STRADDLE BLOCK	EA	4	\$6,500.00	\$26,000.00
232	BEND (30") (22.5 DEG.)	EA	8	\$17,500.00	\$140,000.00
233	TEE (30"x6")	EA	1	\$17,700.00	\$17,700.00
234	BUTTERFLY VALVE (30")	EA	1	\$75,000.00	\$75,000.00
235	SOLID SLEEVE (30")	EA	4	\$18,100.00	\$72,400.00
236	CAP – 30"	EA	4	\$9,800.00	\$39,200.00
237	AIR RELEASE VALVE WITH VAULT	EA	1	\$25,000.00	\$25,000.00
238	TEMPORARY FLUSHING ASSEMBLY	EA	4	\$21,000.00	\$84,000.00

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
239	KC SPEC. FH ASSEMBLY (NEW)	EA	1	\$6,500.00	\$6,500.00
240	SUBGRADE GEOGRID	SY	116,053	\$1.59	\$184,524.27
241	PORTLAND CEMENT CONC. PVMT. (6") (KCMMB 4K) (SIDEROAD)	SY	2,809	\$95.90	\$269,383.10
				TOTAL	\$ 24,988,854.74

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

## ARTICLE 6—PAYMENT PROCEDURES

### 6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment monthly performance of the Work as provided in ~~Paragraph 6.02.A.1~~ below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. ~~Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.~~
    - a. ~~95 percent of the value of the Work completed (with the balance being retainage).~~ b. **100 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).**
  - B. ~~Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 150 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.~~
  - C. In accordance with the Missouri Prompt Pay Act (8.960 RSMo), the Owner may withhold payment for any of the following reasons, or as determined by the engineer.

1. liquidated damages
2. unsatisfactory job progress
3. defective construction work or material not remedied
4. disputed work
5. failure to comply with any material provision of the contract
6. third party claims filed or reasonable evidence that a claim will be filed
7. failure to make timely payments for labor, equipment or materials
8. damage to a contractor, subcontractor or material supplier
9. reasonable evidence that a subcontractor or material supplier cannot be fully compensated under its contract with the contractor for the unpaid balance of the contract sum
10. citation by the enforcing authority for acts of the contractor or subcontractor which do not comply with any material provision of the contract and which result in a violation of any federal, state or local law, regulation or ordinance applicable to that project causing additional costs or damages to the owner.

#### 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.

6. Drawings (not attached but incorporated by reference) consisting of **706** sheets with each sheet bearing the following general title: **Pryor Road Improvements**
  7. Addenda (numbers **1** to **2**, inclusive).
  8. 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.
  9. Price Indexing Statements, C-605
- 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 \_\_\_\_\_ (which is the Effective Date of the Contract).

**Owner:**

**City of Lee's Summit, Missouri** \_\_\_\_\_

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

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

Name: Mark Dunning \_\_\_\_\_

Title: City Manager \_\_\_\_\_

Attest: \_\_\_\_\_

Title: City Clerk \_\_\_\_\_

Address for giving notices:

220 SE Green Street \_\_\_\_\_

Lee's Summit, MO 64063 \_\_\_\_\_

Designated Representative:

Name: George M. Binger III \_\_\_\_\_

Title: City Engineer \_\_\_\_\_

Address:

220 SE Green Street \_\_\_\_\_

Lee's Summit, MO 64063 \_\_\_\_\_

Phone: 816.969.1800 \_\_\_\_\_

Email: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney

**Contractor:**

\_\_\_\_\_

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

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

Name: \_\_\_\_\_

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

*(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

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

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

Designated Representative:

Name: \_\_\_\_\_

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

Address:

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

License No.: \_\_\_\_\_

*(where applicable)*

State: \_\_\_\_\_