# 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 two miles of Colbern Road as a 4-lane divided roadway from Route 350 to approximately 1,500 feet east of NE Douglas Street. Project also includes construction of a 310 feet two-span bridge over the railroad track and creek, roundabout widening from a single lane to a two-lane roundabout, traffic signal installation at NE Douglas Street and Colbern Road intersection, reconstruction of approximately 365 feet of Main drive, and removal and realignment of approximately 1,400 of NW Blue Parkway. The work includes approximately 8,500 feet of 8" to 20" water line relocations, 825 feet of gravity sanitary sewer relocations, and 4,665 feet of 12" force main relocations, and installation of various sizes of reinforced concrete box culverts and underground 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: **City Project No. 569, Colbern Road Reconstruction** 

#### ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Garver, LLC ("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 Garver, LLC.
- 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 **630** 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.
- 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 \$**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.
- 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 \$1,100 for each day that expires after such time until the Work is completed and ready for final payment.
- 3. *Completion of Milestones:* Contractor shall pay owner \$**1,100** 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.
- 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

- 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.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
1	Mobilization	LS	1	\$2,036,725.93	\$2,036,725.93
2	Contractor Surveying and Staking	LS	1	\$140,000.00	\$140,000.00
3	Clearing and Grubbing (Plan Quantity)	Acre	40	\$3,051.50	\$122,060.00
4	Demolition and Removals	LS	1	\$468,430.03	\$468,430.03
5	Unclassified Excavation (Plan Quantity)	СҮ	54824	\$11.47	\$628,831.28
6	Embankment (with Excavated Material) (Plan Quantity)	СҮ	41118	\$0.01	\$411.18
7	Embankment (Borrow) (Plan Quantity)	СҮ	42202	\$5.27	\$222,404.54
8	Select Embankment (Plan Quantity)	СҮ	505	\$23.55	\$11,892.75
9	Undergrading and Backfill	СҮ	16257	\$10.30	\$167,447.10
10	Undergrading and Stone Backfill	СҮ	500	\$112.68	\$56,340.00
11	Concrete Washout	EA	3	\$7,465.50	\$22,396.50
12	Tree Fencing Protection	LF	4768	\$5.00	\$23,840.00

13	Rock Ditch Check	EA	170	\$300.00	\$51,000.00
14	Inlet Protection	EA	75	\$68.00	\$5,100.00
15	Silt Fence	LF	10914	\$1.15	\$12,551.10
16	Sediment Removal and Disposal	CY	499	\$54.76	\$27,325.24
17	Permanent Turf Reinforcement Mat (APWA Class 2, Type H)	SY	1765	\$5.36	\$9,460.40
18	7" MoDOT Type 5 Aggregate Base Course (Plan Quantity)	SY	11167	\$12.14	\$135,567.38
19	6" MoDOT Type 5 Aggregate Base Course (Plan Quantity)	SY	54134	\$11.28	\$610,631.52
20	4" MoDOT Type 5 Aggregate Base Course (Plan Quantity)	SY	1398	\$16.95	\$23,696.10
21	3.5" MoDOT Type 5 Aggregate Base Course (Plan Quantity)	SY	36	\$15.67	\$564.12
22	3" MoDOT Type 5 Aggregate Base Course (Plan Quantity)	SY	11023	\$12.69	\$139,881.87
23	2.5" MoDOT Type 5 Aggregate Base Course (Plan Quantity)	SY	21	\$11.51	\$241.71
24	2" MoDOT Type 5 Aggregate Base Course (Plan Quantity)	SY	190	\$8.48	\$1,611.20
25	Geogrid Subgrade Stabilization (Plan Quantity)	SY	64770	\$2.66	\$172,288.20
26	2" Asphaltic Concrete Surface (APWA Type 5-01) (Plan Quantity)	SY	7321	\$13.70	\$100,297.70
27	3" Asphaltic Concrete Surface (APWA Type 5-01) (Plan Quantity)	SY	14673	\$20.00	\$293,460.00
28	4" Asphaltic Concrete Base (APWA Type 2-01) (Plan Quantity)	SY	400	\$26.50	\$10,600.00
29	6" Asphaltic Concrete Base (APWA Type 2-01) (Plan Quantity)	SY	9217	\$30.50	\$281,118.50
30	7.5" Asphaltic Concrete Base (APWA Type 2-01) (Plan Quantity)	SY	1097	\$38.50	\$42,234.50
31	Cold Milling (Plan Quantity)	SY	10428	\$3.70	\$38,583.60
32	6" P.C.C. Pavement (Plan Quantity)	SY	92	\$55.75	\$5,129.00
33	8" P.C.C. Pavement (Plan Quantity)	SY	3694	\$82.17	\$303,535.98
34	9" P.C.C. Pavement (Plan Quantity)	SY	36479	\$75.95	\$2,770,580.05
35	6" P.C.C. Base (Plan Quantity)	SY	26	\$55.75	\$1,449.50
36	6.5" P.C.C. Base (Plan Quantity)	SY	14	\$60.03	\$840.42
37	8" P.C.C. Base (Plan Quantity)	SY	62	\$62.72	\$3,888.64
38	10" P.C.C. Base (Plan Quantity)	SY	743	\$81.82	\$60,792.26
39	Concrete Approach Pavement (Plan Quantity)	SY	350	\$157.06	\$54,971.00
40	Concrete Median Strip (Plan Quantity)	SY	73	\$144.25	\$10,530.25
41	Curb and Gutter (APWA Type CG-1) (Plan Quantity)	LF	36192	\$25.52	\$923,619.84
42	4" Concrete Sidewalk	SY	5197	\$50.33	\$261,565.01
43	6" Concrete Shared-Use-Path	SY	10218	\$61.34	\$626,772.12
44	4" Concrete Sidewalk with Thickened Edge	SY	46	\$179.63	\$8,262.98
45	6" Concrete Shared-Use-Path with Thickened Edge	SY	181	\$193.68	\$35,056.08
46	Sidewalk / Shared-Use Ramp (Type A)	SY	191	\$134.14	\$25,620.74
47	Sidewalk / Shared-Use Ramp (Type M)	SY	206	\$144.25	\$29,715.50

48	Concrete Pedestrian Median Cut (Plan Quantity)	SY	110	\$144.25	\$15,867.50
49	Retaining Wall Integral with 6" Sidewalk	LF	41	\$506.13	\$20,751.33
50	8" Concrete (Commercial Drive)	SY	907	\$76.39	\$69,285.73
51	6" Concrete (Residential Drive)	SY	281	\$78.53	\$22,066.93
52	6" Gravel (Residential Drive)	SY	631	\$12.51	\$7,893.81
53	Barbed Wire Fence	LF	1742	\$18.86	\$32,854.12
54	Woven Wire Fence	LF	665	\$17.18	\$11,424.70
55	Chain Link Fence	LF	326	\$58.45	\$19,054.70
56	MGS Guardrail	LF	75	\$28.50	\$2,137.50
57	MGS Long Span Guardrail	EA	2	\$3,100.00	\$6,200.00
58	MGS Vertical Barrier Transition	EA	2	\$3,800.00	\$7,600.00
59	Type A Crashworthy End Terminal (Mash)	EA	2	\$3,075.00	\$6,150.00
60	Sod	SY	36895	\$5.45	\$201,077.75
61	Seed	Acre	21	\$3,450.00	\$72,450.00
62	Riprap (D50=18")(32" Thick)	SY	1945	\$67.39	\$131,073.55
63	Paved Ditch	SY	26	\$437.45	\$11,373.70
64	Type A Gutter	LF	10	\$88.66	\$886.60
65	Modified Type A Gutter	LF	233	\$88.66	\$20,657.78
66	15" Polypropylene Pipe (Plan Quantity)	LF	3367	\$45.81	\$154,242.27
67	18" Polypropylene Pipe (Plan Quantity)	LF	1044	\$51.86	\$54,141.84
68	24" Polypropylene Pipe (Plan Quantity)	LF	925	\$76.21	\$70,494.25
69	30" Polypropylene Pipe (Plan Quantity)	LF	386	\$155.43	\$59,995.98
70	36" Polypropylene Pipe (Plan Quantity)	LF	176	\$193.41	\$34,040.16
71	42" Polypropylene Pipe (Plan Quantity)	LF	237	\$224.97	\$53,317.89
72	15" R.C. Pipe (Plan Quantity)	LF	33	\$43.07	\$1,421.31
73	30"x19" Elliptical R.C. Pipe (Plan Quantity)	LF	48	\$151.00	\$7,248.00
74	38"x24" Elliptical R.C. Pipe (Plan Quantity)	LF	127	\$198.58	\$25,219.66
75	Triple 10'x5' Precast R.C. Box Culvert (Plan Quantity)	LF	135	\$3,315.27	\$447,561.45
76	6'x3' Precast R.C. Box Culvert (Plan Quantity)	LF	125	\$898.00	\$112,250.00
77	Headwalls, Wingwalls, and Appurtenances for Triple 10'x5' Precast R.C. Box Culvert	LS	1	\$198,281.64	\$198,281.64
78	Headwalls, Wingwalls, and Appurtenances for 6'x3' Precast R.C. Box Culvert	LS	1	\$83,891.87	\$83,891.87
79	Underdrain	LF	2828	\$30.71	\$86,847.88
80	15" R.C. F.E.S. (Plan Quantity)	EA	7	\$1,831.44	\$12,820.08
81	18" R.C. F.E.S. (Plan Quantity)	EA	2	\$1,946.55	\$3,893.10
82	24" R.C. F.E.S. (Plan Quantity)	EA	3	\$2,176.76	\$6,530.28
83	30" R.C. F.E.S. (Plan Quantity)	EA	5	\$2,234.31	\$11,171.55
84	36" R.C. F.E.S. (Plan Quantity)	EA	2	\$2,792.58	\$5,585.16

85	42" R.C. F.E.S. (Plan Quantity)	EA	3	\$3,233.46	\$9,700.38
86	30"x19" Elliptical R.C. F.E.S. (Plan Quantity)	EA	1	\$3,021.03	\$3,021.03
87	4'x3' Curb Inlet	EA	12	\$4,161.17	\$49,934.04
88	4'x3' Curb Inlet (with Sidewalk Haunch)	EA	1	\$4,161.17	\$4,161.17
89	5'x3' Curb Inlet	EA	5	\$4,455.84	\$22,279.20
90	6'x3' Curb Inlet	EA	13	\$5,713.94	\$74,281.22
91	6'x3' Curb Inlet (with Sidewalk Haunch)	EA	2	\$5,713.95	\$11,427.90
92	6'x5' Curb Inlet (with Sidewalk Haunch)	EA	1	\$6,803.99	\$6,803.99
93	7'x3' Curb Inlet	EA	2	\$4,645.77	\$9,291.54
94	7'x4' Curb Inlet (with Sidewalk Haunch)	EA	1	\$11,108.92	\$11,108.92
95	8'x3' Curb Inlet	EA	16	\$6,586.33	\$105,381.28
96	8'x3' Curb Inlet (with Sidewalk Haunch)	EA	1	\$6,586.33	\$6,586.33
97	8'x4' Curb Inlet (with Sidewalk Haunch)	EA	4	\$10,488.40	\$41,953.60
98	8'x5' Curb Inlet	EA	3	\$7,766.16	\$23,298.48
99	4'x4' Field Inlet	EA	2	\$4,212.05	\$8,424.10
100	4'x3' Junction Box	EA	5	\$3,896.69	\$19,483.45
101	4'x4' Junction Box	EA	1	\$6,157.33	\$6,157.33
102	5'x4' Junction Box	EA	1	\$5,964.51	\$5,964.51
103	6'x3' Junction Box	EA	1	\$5,550.13	\$5,550.13
104	Reconstruct Inlet Top	EA	5	\$2,386.68	\$11,933.40
105	Pipe Collar (Type A)	EA	3	\$2,041.67	\$6,125.01
106	Temporary Traffic Control Signs	SF	997	\$13.00	\$12,961.00
107	Type 3 Barricade - 5'	EA	20	\$225.00	\$4,500.00
108	Type 3 Barricade - 8'	EA	5	\$225.00	\$1,125.00
109	Channelizer (Drum-like)	EA	272	\$80.00	\$21,760.00
110	4" Yellow Temporary Pavement Marking	LF	14080	\$1.33	\$18,726.40
111	4" White Temporary Pavement Marking	LF	2800	\$1.40	\$3,920.00
112	Temporary Arrow Pavement Marking	EA	5	\$205.00	\$1,025.00
113	Portable Changeable Message Signs	EA	7	\$9,000.00	\$63,000.00
114	Signs (Permanent)	SF	340	\$24.00	\$8,160.00
115	Sign Posts (Permanent)	EA	79	\$347.00	\$27,413.00
115	Reinstall Salvaged Sign	EA	58	\$58.00	\$3,364.00
110	High-Build Paint Pavement Marking (4" White)	LF	13182	\$0.85	\$11,204.70
117	High-Build Paint Pavement Marking (4 Vince)	LF	9693	\$0.85	\$8,239.05
118	High-Build Paint Pavement Marking (4 Tenow)	LF	67	\$4.65	\$311.55
119	High-Build Paint Pavement Marking (5 White)	LF	67	\$4.65	\$971.50
121	Thermoplastic Pavement Marking (6" White)	LF	856	\$4.65	\$3,980.40
122 123	Thermoplastic Pavement Marking (12" White) Thermoplastic Pavement Marking (12" Yellow)	LF	167 130	\$14.50 \$14.75	\$2,421.50

124	Thermoplastic Pavement Marking (24" White)	LF	773	\$27.50	\$21,257.50
125	Thermoplastic Pavement Marking (Yield Line)	LF	95	\$34.50	\$3,277.50
126	Thermoplastic Pavement Marking (Words)	EA	1	\$550.00	\$550.00
127	Thermoplastic Pavement Marking (Arrows)	EA	59	\$335.00	\$19,765.00
128	Reinstall Salvaged Gate	EA	1	\$3,184.00	\$3,184.00
129	Overhead Sign Structure	EA	1	\$157,100.00	\$157,100.00
130	48" Tall Ameristar Aegis II Majestic 2/3 Rail	LF	353	\$199.05	\$70,264.65
131	4" Stamped and Colored Concrete (Plan Quantity)	SY	752	\$93.80	\$70,537.60
132	Unclassified Bridge Excavation (Plan Quantity)	СҮ	2705	\$17.41	\$47,094.05
133	Removal of Bridge (4315001)	LS	1	\$625,005.21	\$625,005.21
134	Bridge Approach Slab (Major Road) (Plan Quantity)	SY	333	\$212.66	\$70,815.78
135	Pedestrian Fence (48")	LF	454	\$206.78	\$93,878.12
136	Pedestrian Fence (108")	LF	276	\$458.05	\$126,421.80
137	Pedestrian Rail	LF	618	\$192.74	\$119,113.32
138	Drilled Shafts (5 ft. 6 in. Dia.)	LF	45	\$1,399.97	\$62,998.65
139	Rock Sockets (5 ft. 0 in. Dia.)	LF	54	\$799.98	\$43,198.92
140	Video Camera Inspection	EA	3	\$50.00	\$150.00
141	Foundation Inspection Holes	LF	84	\$120.00	\$10,080.00
142	Sonic Logging Testing	EA	3	\$1,500.00	\$4,500.00
143	Galvanized Structural Steel Piles (12 in)	LF	577	\$120.90	\$69,759.30
144	Pile Wave Analysis	EA	1	\$900.00	\$900.00
145	Pile Point Reinforcement	EA	14	\$120.86	\$1,692.04
146	Class B Concrete (Substructure)(Plan Quantity)	СҮ	198.1	\$1,097.31	\$217,377.11
147	Class B-1 Concrete (Substructure) (Plan Quantity)	СҮ	1449.7	\$742.74	\$1,076,750.18
148	Slab on Concrete NU-Girder	SY	2242	\$434.42	\$973,969.64
149	Form Liners	SY	433	\$95.83	\$41,494.39
150	Concrete Parapet (Plan Quantity)	LF	698	\$207.21	\$144,632.58
151	Concrete Curb (Plan Quantity)	LF	733	\$83.71	\$61,359.43
152	NU 63, Prestressed Concrete NU-Girder	LF	2133	\$679.18	\$1,448,690.94
153	Reinforcing Steel (Bridges) (Plan Quantity)	LB	270790	\$1.43	\$387,229.70
154	Conduit System on Structure	LS	1	\$50,556.00	\$50,556.00
155	Concrete and Masonry Protection System - Bridge	LS	1	\$13,449.00	\$13,449.00
156	Concrete and Masonry Protection System - MSE Wall 1	LS	1	\$7,409.00	\$7,409.00
157	Concrete and Masonry Protection System - MSE Wall 2	LS	1	\$530.00	\$530.00
158	Concrete and Masonry Protection System - MSE Wall 3	LS	1	\$2,203.00	\$2,203.00
159	Sacrificial Graffiti Protection System - Bridge	LS	1	\$13,990.00	\$13,990.00
160	Sacrificial Graffiti Protection System - MSE Wall 1	LS	1	\$7,790.00	\$7,790.00
161	Sacrificial Graffiti Protection System - MSE Wall 2	LS	1	\$558.00	\$558.00
162	Sacrificial Graffiti Protection System - MSE Wall 3	LS	1	\$2,317.00	\$2,317.00

163	Steel Intermediate Diaphragm for P/S Concrete Girders	EA	28	\$1,982.08	\$55,498.24
164	Slab Drain	EA	12	\$2,280.63	\$27,367.56
165	Slab Drain with Grate	EA	19	\$1,209.54	\$22,981.26
166	Slab Scupper with Grate	EA	6	\$5,594.96	\$33,569.76
167	Vertical Drain at End Bents (Plan Quantity)	EA	2	\$12,376.41	\$24,752.82
168	Laminated Neoprene Bearing Pad (Tapered)	EA	24	\$652.02	\$15,648.48
169	Laminated Neoprene Bearing Pad Assembly	EA	8	\$1,928.96	\$15,431.68
170	Mechanically Stabilized Earth Wall Systems - MSE Wall 1	SF	5448	\$158.25	\$862,146.00
171	Mechanically Stabilized Earth Wall Systems - MSE Wall 2	SF	390	\$92.00	\$35,880.00
172	Mechanically Stabilized Earth Wall Systems - MSE Wall 3	SF	1620	\$68.50	\$110,970.00
173	Traffic Signal Pedestal Pole 8'	EA	6	\$1,065.00	\$6,390.00
174	Traffic Signal Pole WITH 40' M.A. and 15' Bracket Arm (40' M.H.)	EA	1	\$23,789.00	\$23,789.00
175	Traffic Signal Pole WITH 42' M.A. and 15' Bracket Arm (40' M.H.)	EA	2	\$25,798.00	\$51,596.00
176	Traffic Signal Pole WITH 54' M.A. and 15' Bracket Arm (40' M.H.)	EA	2	\$28,489.00	\$56,978.00
177	Traffic Signal Head (Type A)	EA	10	\$1,227.00	\$12,270.00
178	Traffic Signal Head (Type C)	EA	2	\$1,227.00	\$2,454.00
179	Traffic Signal Head (Type K)	EA	3	\$1,418.00	\$4,254.00
180	Traffic Signal Head (Type L)	EA	8	\$901.00	\$7,208.00
181	Traffic Signal Head (Type FYA)	EA	3	\$1,484.00	\$4,452.00
182	Pull Box (Class 2)	EA	3	\$3,062.00	\$9,186.00
183	Pull Box (Class 3)	EA	2	\$4,785.00	\$9,570.00
184	Concrete Traffic Signal Pole Base (Type B13) (Plan Quantity)	EA	5	\$9,197.00	\$45,985.00
185	Concrete Traffic Signal Pole Base (Type C) (Plan Quantity)	EA	7	\$1,888.00	\$13,216.00
186	Concrete Base (EV) (Plan Quantity)	СҮ	21.57	\$2,061.00	\$44,455.77
187	Video Detection System (Plan Quantity)	EA	1	\$39,988.00	\$39,988.00
188	Emergency Vehicle Detection System (Plan Quantity)	EA	1	\$14,436.00	\$14,436.00
189	Controller (Type 3608 M 52 Eagle EPAC)	EA	1	\$21,229.00	\$21,229.00
191	1-Circuit Power Supply	EA	1	\$6,765.00	\$6,765.00
192	Pedestrian Push Button	EA	8	\$1,252.00	\$10,016.00
193	Conduit (2" HDPE) (Installed) (Plan Quantity)	LF	41	\$31.00	\$1,271.00
194	Conduit (3" HDPE) (Installed) (Plan Quantity)	LF	211	\$54.70	\$11,541.70
195	Conduit (4" HDPE) (Installed) (Plan Quantity)	LF	503	\$47.40	\$23,842.20
196	Cable (2c #14 AWG Type 20-1) (Plan Quantity)	LF	1817	\$1.90	\$3,452.30
197	Cable (5c #14 AWG Type 20-1) (Plan Quantity)	LF	1849	\$2.40	\$4,437.60
198	Cable (7c #14 AWG Type 20-1) (Plan Quantity)	LF	3407	\$3.20	\$10,902.40
199	Cable (3c-2) (Power/Lighting) (Plan Quantity)	LF	17	\$32.00	\$544.00
200	Cable (2c-8) (Power/Lighting) (Plan Quantity)	LF	1216	\$3.60	\$4,377.60

201	Cable (Ground #6) (Plan Quantity)	LF	779	\$2.10	\$1,635.90
202	Cobrahead Luminaire (400 Watt)	EA	4	\$1,347.00	\$5,388.00
203	Temporary Traffic Signal	LS	1	\$87,651.00	\$87,651.00
204	Traffic Signal Signs (Permanent)	SF	93.5	\$112.00	\$10,472.00
205	Light Fixture Type A, Twin Mounted on New Pole, Including All Associated Hardware	EA	41	\$8,942.00	\$366,622.00
206	Light Fixture Type B, Single Mounted on New Pole, Including All Associated Hardware	EA	11	\$6,760.00	\$74,360.00
207	2" PVC Conduit, Installed in Trench	LF	9650	\$15.90	\$153,435.00
208	2" GRSC Conduit, Installed	LF	620	\$82.50	\$51,150.00
209	4" GRSC Conduit, Installed	LF	300	\$147.40	\$44,220.00
210	No. 4/0 AWG Bare Copper Conductor	LF	650	\$24.20	\$15,730.00
211	No. 2 AWG Electrical Conductor, Installed in Conduit	LF	10250	\$3.60	\$36,900.00
212	No. 3 AWG Electrical Conductor, Installed in Conduit	LF	17570	\$3.10	\$54,467.00
213	No. 8 AWG Electrical Conductor, Installed in Conduit	LF	4120	\$1.90	\$7,828.00
214	No. 10 AWG Electrical Conductor, Installed	LF	12000	\$1.50	\$18,000.00
215	Electical Service Pedestal, Installed	EA	3	\$7,340.00	\$22,020.00
216	Class 1 Pull Box, Installed	EA	8	\$2,337.00	\$18,696.00
217	NEMA 3R Junction Box, Installed	EA	3	\$1,988.00	\$5,964.00
218	3/4" X 10' Copper-Clad Steel Ground Rod, Installed	EA	58	\$127.00	\$7,366.00
219	Water Line Pipe (20" C900 DR-18 PVC)	LF	465	\$217.35	\$101,067.75
220	Water Line Pipe (16" C900 DR-18 PVC)	LF	229	\$144.43	\$33,074.47
221	Water Line Pipe (12" C900 DR-18 PVC)	LF	7206	\$74.93	\$539,945.58
222	Water Line Pipe (8" C900 DR-18 PVC)	LF	282	\$52.85	\$14,903.70
223	Water Line Pipe (6" C900 DR-18 PVC)	LF	50	\$59.81	\$2,990.50
224	Water Line Pipe (4" C900 DR-18 PVC)	LF	173	\$44.63	\$7,720.99
225	Water Line Pipe (12" Special Class 53 Ductile Iron)	LF	60	\$628.01	\$37,680.60
226	Sanitary Sewer Force Main Pipe (12" DR-11 DIPS HDPE)	LF	4788	\$78.12	\$374,038.56
227	Sanitary Sewer Pipe (8" SDR-26 PVC)	LF	826	\$88.67	\$73,241.42
228	Water Line Pipe (12" Welded Steel, Insulated)	LF	270	\$1,778.74	\$480,259.80
229	Water Line Valve (10" Gate Valve)	EA	1	\$4,114.67	\$4,114.67
230	Water Line Valve (8" Gate Valve)	EA	2	\$2,749.64	\$5,499.28
231	Water Line Valve (4" Gate Valve)	EA	2	\$1,802.32	\$3,604.64
232	Water Line Valve (20" Butterfly Valve)	EA	2	\$12,450.48	\$24,900.96
233	Water Line Valve (16" Butterfly Valve)	EA	2	\$8,638.20	\$17,276.40
234	Water Line Valve (12" Butterfly Valve)	EA	20	\$5,875.78	\$117,515.60
235	Water Line Fittings (20" 90 Degree Bend)	EA	1	\$4,908.54	\$4,908.54
236	Water Line Fittings (20" 45 Degree Bend)	EA	3	\$3,544.55	\$10,633.65
237	Water Line Fittings (20" 22.5 Degree Bend)	EA	2	\$3,584.84	\$7,169.68

238	Water Line Fittings (20" Solid Sleeve)	EA	2	\$3,505.42	\$7,010.84
239	Water Line Fittings (20" Foster Adapter)	EA	1	\$1,349.48	\$1,349.48
240	Water Line Fittings (20" x 6" Tee)	EA	1	\$4,315.75	\$4,315.75
241	Water Line Fittings (16" 90 Degree Bend)	EA	1	\$2,583.41	\$2,583.41
242	Water Line Fittings (16" 45 Degree Bend)	EA	3	\$2,520.11	\$7,560.33
243	Water Line Fittings (16" 22.5 Degree Bend)	EA	1	\$2,454.49	\$2,454.49
244	Water Line Fittings (16" 22.5 Degree Bend (Vertical))	EA	1	\$2,454.49	\$2,454.49
245	Water Line Fittings (16" Solid Sleeve)	EA	3	\$2,380.84	\$7,142.52
246	Water Line Fittings (16" Foster Adapter)	EA	1	\$1,106.08	\$1,106.08
247	Water Line Fittings (16" x 12" Reducer)	EA	1	\$1,640.70	\$1,640.70
248	Water Line Fittings (12" 45 Degree Bend)	EA	24	\$1,451.94	\$34,846.56
249	Water Line Fittings (12" 45 Degree Bend (Vertical))	EA	4	\$1,451.94	\$5,807.76
250	Water Line Fittings (12" 22.5 Degree Bend)	EA	6	\$1,348.35	\$8,090.10
251	Water Line Fittings (12" 22.5 Degree Bend (Vertical))	EA	5	\$1,348.35	\$6,741.75
252	Water Line Fittings (12" 11.25 Degree Bend)	EA	2	\$1,209.07	\$2,418.14
253	Water Line Fittings (12" 11.25 Degree Bend (Vertical))	EA	1	\$1,209.05	\$1,209.05
254	Water Line Fittings (12" Solid Sleeve)	EA	7	\$1,321.87	\$9,253.09
255	Water Line Fittings (12" Foster Adapter)	EA	5	\$800.44	\$4,002.20
256	Water Line Fittings (12" x 10" Reducer)	EA	1	\$1,293.08	\$1,293.08
257	Water Line Fittings (12" x 12" Tee)	EA	3	\$1,859.41	\$5,578.23
258	Water Line Fittings (12" x 8" Tee)	EA	1	\$1,596.96	\$1,596.96
259	Water Line Fittings (12" x 6" Tee)	EA	9	\$1,568.20	\$14,113.80
260	Water Line Fittings (12" x 4" Tee)	EA	1	\$1,627.44	\$1,627.44
261	Water Line Fittings (10" 45 Degree Bend)	EA	1	\$1,261.40	\$1,261.40
262	Water Line Fittings (10" Solid Sleeve)	EA	1	\$1,255.65	\$1,255.65
263	Water Line Fittings (8" 45 Degree Bend)	EA	3	\$992.06	\$2,976.18
264	Water Line Fittings (8" Solid Sleeve)	EA	1	\$992.06	\$992.06
265	Water Line Fittings (8" Foster Adapter)	EA	1	\$733.07	\$733.07
266	Water Line Fittings (8" x 6" Tee)	EA	1	\$1,223.42	\$1,223.42
267	Water Line Fittings (6" 90 Degree Bend)	EA	3	\$908.03	\$2,724.09
268	Water Line Fittings (6" 45 Degree Bend)	EA	1	\$866.59	\$866.59
269	Water Line Fittings (6" 22.5 Degree Bend)	EA	1	\$847.03	\$847.03
270	Water Line Fittings (4" 90 Degree Bend)	EA	1	\$780.26	\$780.26
271	Water Line Fittings (4" 22.5 Degree Bend)	EA	2	\$752.64	\$1,505.28
272	Water Line Fittings (4" Solid Sleeve)	EA	1	\$772.21	\$772.21
273	Water Line Fittings (4" Foster Adapter)	EA	1	\$638.68	\$638.68
274	Fire Hydrant Assembly	EA	12	\$7,633.03	\$91,596.36
275	Adjust Fire Hydrant to Grade	EA	1	\$2,450.98	\$2,450.98
276	Salvage Fire Hydrant	EA	1	\$2,664.64	\$2,664.64

277	Salvage Backflow Preventer	EA	1	\$2,664.64	\$2,664.64
278	Salvage Master Water Meter	EA	1	\$2,664.64	\$2,664.64
279	Salvage Air Release Valve	EA	3	\$2,664.64	\$7,993.92
280	24" Steel Encasement (0.281" min. wall) by Open Cut	LF	220	\$342.69	\$75,391.80
281	24" Bored Steel Encasement (0.281" min. wall)	LF	91	\$921.90	\$83,892.90
282	30" Bored Steel Encasement (0.375" min. wall)	LF	120	\$764.44	\$91,732.80
283	24" Bridge-Mounted Steel Encasement (0.281" min. wall)	LF	140	\$779.08	\$109,071.20
284	Offset Air Release Valve	EA	1	\$7,752.29	\$7,752.29
285	Air Release Valve Assembly (Water)	EA	1	\$9,260.17	\$9,260.17
286	Air/Vacuum Release Assembly	EA	3	\$11,320.55	\$33,961.65
287	Master Meter Vault	LS	1	\$158,758.86	\$158,758.86
288	Bridge Pipe Support System (Vertical and Lateral) for 12" Water Line and Steel Casing	EA	1	\$171,419.27	\$171,419.27
289	Pipe Expansion Joint	EA	2	\$15,129.14	\$30,258.28
290	Bridge Wall Sleeve (16" with Waterstop)	EA	1	\$2,302.11	\$2,302.11
291	Bridge Wall Sleeve (28" with Waterstop)	EA	1	\$5,525.05	\$5,525.05
292	Bridge Wall Sleeve (28" with Casing Spacers)	EA	1	\$5,525.05	\$5,525.05
293	Water Service Tap	EA	1	\$1,648.86	\$1,648.86
294	Water Service Line Pipe (1" Type K Copper)	LF	150	\$30.84	\$4,626.00
295	Water Service Casing (4" Sch. 40 PVC) by Open Cut	LF	85	\$6.91	\$587.35
296	Water Meter Well	EA	1	\$997.96	\$997.96
297	Water Meter Installation	EA	1	\$1,665.26	\$1,665.26
298	Water Service Reconnection	EA	1	\$1,331.04	\$1,331.04
299	Straddle Block	EA	12	\$564.02	\$6,768.24
300	Temporary Blowoff	EA	12	\$2,684.68	\$32,216.16
301	Sewer Bypass Pumping (Gravity Line)	LS	1	\$30,258.94	\$30,258.94
302	Sewer Bypass Pumping (Force Main)	LS	1	\$26,385.92	\$26,385.92
303	Force Main Fabricated Fitting (12" DR-11 DIPS HDPE)	EA	9	\$1,220.09	\$10,980.81
304	Force Main Fitting (D.I. to HDPE Transition Fitting)	EA	1	\$4,592.44	\$4,592.44
305	Force Main Valve (12" Plug Valve)	EA	1	\$9,833.99	\$9,833.99
306	4' ID Manhole, 0' to 6' Depth	EA	2	\$8,080.22	\$16,160.44
307	4' ID Drop Manhole, 0' to 6' Depth	EA	3	\$8,784.66	\$26,353.98
308	5' ID Manhole, 0' to 6' Depth	EA	2	\$8,357.62	\$16,715.24
309	4' ID Manhole Additional Depth, Over 6'	VF	18	\$143.88	\$2,589.84
310	5' ID Manhole Additional Depth, Over 6'	VF	2	\$287.77	\$575.54
311	Trench Checks	EA	10	\$333.08	\$3,330.80
312	Flexible Epoxy Liner for Interior of Ex. Manhole	SF	160	\$355.08	\$6,080.00
313	Epoxy Liner for Interior of New Manhole	SF	125	\$7.90	\$987.50
314	Concrete Encasement	LF	16	\$750.76	\$12,012.16

315	Flowable Fill for Abandoned Pipes	СҮ	95	\$334.74	\$31,800.30
316	Demolish Existing Manhole	EA	5	\$1,643.10	\$8,215.50
317	Reconstruct Salvaged Stone Wall (36" Tall)	EA	1	\$12,661.22	\$12,661.22
318	Remove and Reset Art Panels w/ new footings	EA	6	\$1,023.05	\$6,138.30
319	Remove and Reset Stone Border (center median south of roundabout)	LS	1	\$516.13	\$516.13
320	8" x 8" Cedar Posts with Caps	EA	76	\$1,000.00	\$76,000.00
321	8" x 8" Cedar Post Driveway Access Control with Caps and Chain	EA	2	\$2,500.00	\$5,000.00
322	Eastern Redbud (Multi-trunk)(2" cal)	EA	3	\$780.00	\$2,340.00
323	Kallay's Compact Juniper (3-gal)	EA	8	\$115.00	\$920.00
324	Magic Carpet Spirea (3-gal)	EA	13	\$105.00	\$1,365.00
325	Dwf. Hameln Fountain Grass (1-gal)	EA	40	\$35.00	\$1,400.00
326	Aromatic Aster (Deep Cell Plug)	EA	76	\$15.00	\$1,140.00
327	Tussock Sedge (Deep Cell Plug)	EA	181	\$15.40	\$2,787.40
328	Brown Fox Sedge (Deep Cell Plug)	EA	255	\$15.40	\$3,927.00
329	Purple Coneflower (Deep Cell Plug)	EA	200	\$15.00	\$3,000.00
330	Black-eyed Susan (Deep Cell Plug)	EA	141	\$15.00	\$2,115.00
331	Little Bluestem (Deep Cell Plug)	EA	290	\$15.00	\$4,350.00
332	Special Seeding (Native Vegetation Mix)	ACRE	0.1	\$15,412.50	\$1,541.25
333	Special Seeding (Bioretention Mix)	ACRE	0.1	\$14,835.00	\$1,483.50
334	Rock Mulch with Weed Barrier	SY	662	\$32.35	\$21,415.70
335	Steel Landscape Edging	LF	210	\$10.00	\$2,100.00
336	Railroad Permit Agreement Costs and Railroad Flagging	LS	1	\$279,130.25	\$279,130.25
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$25,999,806.77

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 Owner.

## ARTICLE 6—PAYMENT PROCEDURES

## 6.01 Submittal and Processing of Payments

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

# 6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment monthly during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
    - a. **95** percent of the value of the Work completed (with the balance being retainage).
      - If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
    - b. **100** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 150 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- 6.03 Final Payment
  - A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.
- 6.04 *Consent of Surety* 
  - A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.
- 6.05 Interest
  - A. All amounts not paid when due will bear interest at the rate as specified by Missouri State Statute, RSMo 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 643 sheets with each sheet bearing the following general title: Colbern Road Reconstruction
- 7. Addenda (numbers one to two, 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. Exhibits to this Agreement (enumerated as follows):
  - a. Price Indexing Statements (Section 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, <u>if any</u>, 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.
- 12. <u>For work within the Union Pacific Railroad's property, Contractor shall be required to</u> adhere to conditions imposed by the Union Pacific Railroad, including but not limited to:
  - A. <u>Contractor entering into a Contractor's Right of Entry Agreement with the Union</u> <u>Pacific Railroad.</u>
  - B. <u>Contractor obtaining insurance coverage that meets the specific requirements of the</u> <u>Union Pacific Railroad.</u>
  - C. <u>Costs of flagging will be paid solely by the Contractor.</u>

# 8.02 Contractor's Certifications

- A. <u>Pursuant to Section 34.600, RSMo., and to the fullest extent permitted by law, Contractor</u> <u>certifies that it is not engaged in a boycott of Israel as of the Effective Date of this Agreement,</u> <u>and agrees for the duration of this Agreement to not engage in a boycott of Israel.</u>
- 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;
  - "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<sup>®</sup> 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. <u>This Agreement and all work related to this Project shall be governed by the laws of the State</u> 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:	Contractor:			
City of Lee's Summit, Missouri	Clarkson Construction Company			
(typed or printed name of organization)	(typed or printed name of organization)			
Ву:	Ву:			
(individual's signature)	(individual's signature)			
Date:	Date:			
(date signed)	(date signed)			
Name: Mark Dunning	Name:			
(typed or printed)	(typed or printed)			
Title: City Manager	Title:			
(typed or printed)	(typed or printed) (If <b>[Type of Entity]</b> is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)			
Attest:	Attest:			
(individual's signature)	(individual's signature)			
Title: City Clerk	Title:			
(typed or printed)	(typed or printed)			
Address for giving notices:	Address for giving notices:			
220 SE Green Street	4133 Gardner Avenue			
Lee's Summit, MO 64063	Kansas City, MO 64120			
Designated Representative:	Designated Representative:			
Name: George M. Binger III	Name:			
(typed or printed)	(typed or printed)			
Title: City Engineer	Title:			
(typed or printed)	(typed or printed)			
Address:	Address:			
220 SE Green Street	4133 Gardner Avenue			
Lee's Summit, MO 64063	Kansas City, MO 64120			
Phone: 816.969.1800	Phone:			
Email: publicworks@cityofls.net	Email:			
(If <b>[Type of Entity]</b> is a corporation, attach evidence of	License No.:			
authority to sign. If <b>[Type of Entity]</b> is a public body, attach evidence of authority to sign and resolution or	(where applicable)			
other documents authorizing execution of this	State:			
	ZIND.			
Agreement.)	State.			