

**BID PROPOSAL**

**PUBLIC IMPROVEMENT OF STREET LIGHTING, BELINDER COURT & BOOTH  
STREET CUL-DE-SACS FROM WEST 47<sup>TH</sup> STREET TO DEADEND**

**WESTWOOD PROJECT NO. 01-2025**

**CITY OF WESTWOOD, KANSAS**

Name of Bidder Capital Electric Line Builders, LLC

Address of Bidder 7050 Ensign Drive, Parkville, Missouri 64152

Telephone Number of Bidder ( 816 ) 389-4000

Email of Bidder kevin.minor@capitalelectric.com

To the CITY OF WESTWOOD, KANSAS

THE UNDERSIGNED BIDDER, having examined the Plans, Specifications, Regulations of the Contract, Special Conditions and other proposed Contract Documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by the Proposal; (b) the location, arrangement, and specified requirements for the proposed work; (c) the location, character and conditions of existing streets, pavements, surfacings, walks, curbs, gutters, trees, sewers, utilities, drainage courses and structures, and other installations, both surface and underground which may affect or be affected by the proposed work; (d) the nature and extent of the excavations to be made and the type, character and general condition of materials to be excavated; (e) the necessary handling and rehandling of excavated materials; (f) the location and extent of necessary or probable dewatering requirements; (g) the difficulties and hazards to the work which might be caused by storm and floodwater; (h) local conditions relative to labor, transportation, hauling, and rail delivery facilities; and (i) all other factors and conditions affecting or which may be affected by the work,

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor and supervision; and to construct, install, erect, and complete all work stipulated in, required by, and in accordance with, the proposed Contract Documents and the Drawings, Specifications, and other documents referred to therein (as altered, amended, or modified by addenda), in the manner and time prescribed, and that he will accept in full payment sums determined by applying to the quantities of the following items, the following unit prices and/or any lump sum payments provided, and he understands that the quantities herein given are those that will be used to determine the contract amount.

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**ITEMIZED PROPOSAL**

Item No.	Item Description	Units	Quantity	Unit Price	Item Total
1.	Streetlight Conduit Rigid in Trench 1 inch	LF	1090	\$ 14.45	\$15,750.50
2.	Streetlight Conduit Rigid in Trench 2 inch	LF	350	\$ 18.60	\$ 6,510.00
3.	Streetlight Cable 14 AWG, 1 Conductor	LF	5330	\$ 1.55	\$ 8,261.50
4.	Streetlight Cable 4 AWG, 1 Conductor	LF	2460	\$ 4.10	\$10,086.00
5.	Streetlight Cable 6 AWG, 1 Conductor	LF	2060	\$ 3.15	\$ 6,489.00
6.	Streetlight Cable 10 AWG, 1 Conductor	LF	3450	\$ 1.55	\$ 5,347.50
7.	In Pole Cable 10 AWG, 1 Conductor	LF	480	\$ 1.55	\$ 744.00
8.	In Pole Cable 14 AWG, 1 Conductor	LF	480	\$ 1.90	\$ 912.00
9.	Boring	LF	2080	\$ 15.85	\$32,968.00
10.	In Grade Pull Box	EA	3	\$ 2,186.00	\$ 6,558.00
11.	Installation of SL2 Luminaire	EA	6	\$ 303.00	\$ 1,818.00
12.	Installation of SL3 Luminaire	EA	2	\$ 303.00	\$ 606.00
13.	Installation of "A" Lighting Pole Assembly	EA	8	\$ 1,086.00	\$ 8,688.00
14.	Installation of SH1 Foundation with Cable Retainer	EA	8	\$ 1,551.00	\$12,408.00
15.	SF1 Fuse Holders	EA	16	\$ 121.00	\$ 1,936.00
16.	SG1 Unfused Kit for GND Wire	EA	8	\$ 121.00	\$ 968.00
17.	10A KTK Fuse	EA	16	\$ 10.00	\$ 160.00
18.	NNB Copper Slug	EA	8	\$ 40.50	\$ 324.00
19.	Existing Streetlight and Foundation Removal as Specified	EA	4	\$ 1,792.00	\$ 7,168.00

<b>Sub Total \$ 127,702.50</b>
<b>Total Bid \$ 127,702.50</b>

One hundred twenty-seven thousand, Seven Hundred two  
 (Sub Total Written In Words) \$ \_\_\_\_\_ Dollars Fifty Cents

One hundred twenty-seven thousand, Seven Hundred two  
 (Total Bid Written In Words) \$ \_\_\_\_\_ Dollars Fifty Cents

**PROPOSAL QUANTITIES**

The contractor shall be paid the said unit prices listed in the proposal.

The unit price bid for each item shall include all the contractors' cost and profit including equipment, labor, supervision, material and all incidentals necessary to furnish the work complete and ready for use.

**PROPOSAL ABBREVIATIONS**

- SF – SQUARE FEET
- LF – LINEAR FEET
- SY – SQUARE YARDS
- LS – LUMP SUM
- EA – EACH

The undersigned as a bidder declares:

That he has been regularly engaged in contract work of the class required by the specifications for 28 years, and respectfully invites your attention to the following work that has been completed under his direction:

- City of Kansas City Complete Streetlight Replacement & Design - KCMO (\$110M)
- Englewood Blvd Complete Streets Upgrade - KCMO (\$1.3M)
- 75th & I-35 High Mast Lighting & ITS Improvements - KDOT (\$900K)
- Nieman Road Improvements - Shawnee, Kansas (\$1.2M)
- Streets of West Pryor - Lee's Summit, Missouri (\$550K)

That he has personally examined the location of the proposed work and determined the amount and character of the proposed work, and the material and equipment necessary to complete the same in compliance with the accompanying contract, plans and specifications.

The undersigned proposes and agrees, if this bid proposal is accepted, to provide all necessary machinery, tools, equipment and other means of construction, and to do all the work specified in the documents of the contract in the manner therein prescribed and according to the requirements of the Engineer as therein set forth.

The undersigned further agrees to begin work upon the date stated in the Notice to Proceed, and to complete all work, if this bid is accepted, by 6:00 p.m., Friday, November 28, 2025.

Addendum Receipt:

The undersigned Bidder acknowledges receipt of the following addenda to the Contract Documents:

Addendum NO. 1, Date October 1, 2025

Addendum NO. \_\_\_\_\_, Date \_\_\_\_\_

Addendum NO. \_\_\_\_\_, Date \_\_\_\_\_

Addendum NO. \_\_\_\_\_, Date \_\_\_\_\_

Addendum NO. \_\_\_\_\_, Date \_\_\_\_\_

The undersigned, as Bidder, hereby declares that the only person or firms interested in the Proposal as principal or principals is or are named herein and that no other persons or firms than herein mentioned have any interest in this Proposal or in the Contract to be entered into; and this Proposal is made without connection with any other person, company, or parties making a bid or proposal; and that is in all respects fair and in good faith, without collusion or fraud.

The undersigned agrees and assures the Owner that if awarded this Contract, he will fully abide by the requirements of these Contract Documents.

In submitting this bid, the undersigned declares that he is of lawful age and executed the accompanying bid on behalf of the bidder therein named, and that he had lawful authority so to do. The undersigned further declares that he has not directly or indirectly entered into any agreement, expressed or implied, with any bidder or bidders, having for his object the controlling of the price or amount of such bid or any bids, the limiting of the bid or bidders, the parceling or farming out to any bidder or bidders, or other persons, of any part of the subject matter of the bid or bids or of the profits thereof, and that he has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with bidder in said bid or bids, until after sealed bid or bids are opened.

The undersigned further declares that he has carefully examined the Notice to Bidders, Instructions to Bidders and other Contract Documents, and he has inspected the actual location of the work, together with the local sources of supply, and has satisfied himself as to all conditions and quantities and understands that in signing this Bid, he waives all right to plead any misunderstanding regarding the same.

The undersigned hereby agrees to furnish the required bonds and insurance certificates and execute an Agreement within ten (10) calendar days from and after notice of the award of the Contract, and failure of the bidder to do so shall constitute a default, and the City may thereafter take such steps to protect its legal rights as it deems in its best interest, including, but not limited to, enforcement of its rights as to bid security.

It is understood that the City will pay in a prompt and timely manner pay estimates when submitted and approved by the Architect/Engineer and further approved by the City representative for the project, all as provided in the Contract Documents.

The undersigned agrees that the accompanying bid deposit shall become the property of the Owner, should he fail or refuse to execute the Contract or furnish the Bond as called in the Specifications within the time provided.

Enclosed is a certified check, cashier's check or bid bond in the amount of 5% of bid amount

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DOLLARS (\$ \_\_\_\_\_), made payable to the City of Westwood, Kansas, which the undersigned agrees is subject to being forfeited to and becoming the property of the City of Westwood as liquidated damages and not as penalty, together with other legal remedies the City may choose to invoke, all as set forth in the Instructions to Bidders Section IB-9, should this Bid be accepted and the Contract be awarded to this bidder and he should fail to enter into an Agreement in the form prescribed and to furnish the required insurance, bonds and other required documents within ten (10)



City of Westwood, KS: Project 01-2025, Public Improvement of Street Lighting, Belinder Court & Booth Street Cul-de-sacs from West 47<sup>TH</sup> Street to Dead-ends

Addendum No. 1:

- a. Bid Proposal shall have a new date added to the following sentence: “The undersigned further agrees to begin work upon the date stated in the Notice to Proceed, and to complete all work, if this bid is accepted, by 6:00 p.m., Friday, January 30, 2026.”
- b. Contract Document shall be changed in the following sentence to reflect a new completion date: “ARTICLE III. The contractor shall commence work upon the date stated in the Notice to Proceed and will complete all work by this Contract by 6:00 p.m., Friday, January 30, 2026.”
- c. Project Manual Cover shall be changed to read: “**BID OPENING DATE NOVEMBER 3, 2025, 2:00 P.M.**”
- d. Notice to Bidders shall be changed to read: “**Sealed bids for the Public Improvement of Street lighting, Belinder Court & Booth Street Cul-de-sacs from W. 47<sup>th</sup> Street to Dead-end, Project NO. 01-2025 will be received by the City of Westwood, at the office of the City Clerk, City Hall, 4700 Rainbow Boulevard, Westwood, Kansas 66205, until 2:00 p.m. local time on November 3, 2025.**”
- e. Please remember that the City of Westwood will be furnishing the streetlight poles, fixtures, screw in bases and wire retainage devices as noted in the plans. All of these items are in our possession in the original shipping cartons ready for installation.

John Sullivan  
Director of Public Works  
October 1, 2025

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The undersigned Proposal submitter acknowledges receipt of this Addendum. The Proposal submitted herewith is in accordance with the information contained herein.

Bid Submitter Kevin Minor, Vice-President

Capital Electric Line Builders, LLC.  
Company

Addendum No. 1

CITY OF WESTWOOD, KANSAS  
AGREEMENT BETWEEN THE CITY OF WESTWOOD  
AND CONTRACTOR  
FOR  
PUBLIC IMPROVEMENT OF STREET LIGHTING, BELINDER COURT & BOOTH  
STREET CUL-DE-SACS FROM WEST 47<sup>TH</sup> STREET TO DEADEND

WESTWOOD PROJECT NO. 01-2025

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Westwood, Kansas, hereinafter the "City" and

\_\_\_\_\_,  
hereinafter the "Contractor."

WITNESSETH:

WHEREAS, the City has caused to be prepared, in accordance with the law, Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General and Special Conditions, Plans, Specifications and other Contract Documents, as defined in the General Conditions, for the work herein described, and has approved and adopted these said Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for furnishing construction materials, labor, tools, equipment and transportation necessary for, and in connection with, the construction of public improvements in accordance with the terms of this Agreement; and

WHEREAS, the Contractor, in response to the advertisement, has submitted to the City, in the manner and at the time specified, a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the Bids submitted, and as a result of this canvass has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly awarded to the Contractor a contract therefor upon the terms and conditions set forth in this Agreement for the sum or sums named in the Bid attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors and the Contractor for itself, himself/herself or themselves, its, his/her or their successors and assigns, or its, his/her or their executors and administrators, as follows:

ARTICLE I. The Contractor will furnish at his own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work designated, described and required by the Contract Documents, to wit:

PUBLIC IMPROVEMENT OF STREET LIGHTING, BELINDER COURT & BOOTH STREET CUL-DE-SACS FROM WEST 47<sup>TH</sup> STREET TO DEADEND

all in accordance with the Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General and Special Conditions, Plans, Specifications and other Contract Documents as defined in paragraph GC-1 of the General Conditions of the Contract for Construction, on file with the City Clerk of Westwood, Kansas, all of which Contract Documents form the Contract, and are as fully a part hereof as if repeated verbatim

herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Kansas and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. The City shall pay to the contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefore, the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

ARTICLE III. The contractor shall commence work upon the date stated in the Notice to Proceed and will complete all work by this Contract by 6:00 p.m., Friday, November 28, 2025. Time is of the essence. Accordingly, liquidated damages shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in an amount as set forth in paragraph GC-44 of the General Conditions for each and every calendar day the work remains incomplete over the specified completion time.

ARTICLE IV. The Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without previous written consent of the City. In case such consent is given, the Contractor shall be permitted to subcontract a portion thereof but shall perform with its own organization work amounting to not less than sixty percent (60%) of the total Contract Price. No subcontracts, or other transfer of Contract, shall release the Contractor of its liability under the Contract and bonds applicable thereto.

ARTICLE V. Contractor specifically acknowledges and confirms that: 1.) he has visited the site, made all inspections he deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by him as specified herein and in other Contract Documents and knowingly accepts the same; 2.) he has furnished copies of all Contract Documents to his insurance carrier(s) and his surety(ies); 3.) his insurance carrier(s) and surety(ies) agree to be bound as specified herein, in the Contract Documents and in the insurance policy(ies) and bonds as to liability and surety coverage; and 4.) the Contractor shall defend, indemnify and save the City harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property by reason of the acts or omissions of the Contractor, his or her subcontractors, agents or employees in the performance of this contract. The city of Westwood shall be named as an additional insured on all policies of insurance issued to the Contractor and required by the terms of his/her agreement with the City.

ARTICLE VI. It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third-party beneficiary relationship nor authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

ARTICLE VII. This Agreement, together with the other Contract Documents, constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except as provided herein or in the other Contract Documents.

ARTICLE VIII. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Kansas.

ARTICLE IX. Should any provision of this Agreement or the other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

WITNESS WHEREOF, The City of Westwood, Kansas, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed two (2) counterparts of this contract in the prescribed form and manner, the day and year first above written.

CITY OF WESTWOOD, KANSAS

By \_\_\_\_\_  
David E. Waters, Mayor

ATTEST:

\_\_\_\_\_  
Abby Schneweis, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ryan Denk, City Attorney

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

(SEAL)

Title \_\_\_\_\_

***(If the Contract is not executed by the President of the Corporation or general partner of the partnership, please provide documentation, which authorizes the signatory to bind the corporation or partnership. If a corporation, Contractor shall furnish the City a current certificate of good standing, dated within ten (10) days of the date of this Contract.)***