

**BID FORM**  
**P.N. 3-C-011-24**  
**CITY OF OLATHE, KANSAS**

The following table is a list of bid items, estimated quantities, and the unit prices submitted by the bidder for the Quivira Road Improvements (143rd Street to 151st Street), KDOT Project No. 046 N-0775-01, and City of Olathe Project No. 3-C-011-24.

**Schedule of Values**

	ITEM	UNITS	APPROX.		AMOUNT	
			QUANTITY	UNIT PRICE		
			DOLLARS	CENTS	DOLLARS	
	<b>P.N. 3-C-011-24</b>					
1	MOBILIZATION	LS	1	366,938	77	\$366,938.77
2	CLEARING AND GRUBBING	LS	1	82,524	00	\$82,524.00
3	CONTRACTOR CONSTRUCTION STAKING	LS	1	87,256	00	\$87,256.00
4	REMOVAL OF EXISTING STRUCTURES	LS	1	311,459	31	\$311,459.31
5	UNCLASSIFIED EXCAVATION	CY	20,764	18	33	\$380,604.12
6	COMPACTION OF EARTHWORK (ALL TYPES)	CY	26,081	2	22	\$57,899.82
7	MILLING (2")	SY	5,174	2	66	\$13,762.84
8	AGGREGATE BASE (MODIFIED AB-3) (6")	SY	36,571	13	02	\$476,154.42
9	ASPHALTIC SURFACE COURSE (MODIFIED SUPERPAVE) (2")	TON	3,458	88	72	\$306,793.76
10	ASPHALTIC BASE COURSE (MODIFIED SUPERPAVE) (10")	TON	16,482	77	48	\$1,277,025.36
11	ASPHALTIC BASE COURSE (MODIFIED SUPERPAVE) (6")	TON	658	77	48	\$50,981.84
12	CONCRETE BASE (10")	SY	96	76	67	\$7,360.32
13	CONCRETE SIDEWALK (4")	SF	62,324	5	34	\$332,810.16
14	TYPE I ADA RAMP	EA	25	1,592	12	\$39,803.00
15	TYPE II ADA RAMP	EA	3	2,587	63	\$7,762.89
16	TYPE III ADA RAMP	EA	1	3,108	52	\$3,108.52
17	CURB & GUTTER, COMBINED (TYPE A)	LF	779	39	45	\$30,731.55
18	CURB & GUTTER, COMBINED (TYPE B)	LF	9,594	23	78	\$228,145.32
19	CURB & GUTTER, COMBINED (TYPE C)	LF	94	39	85	\$3,745.90
20	CURB & GUTTER, COMBINED (TYPE E)	LF	9,001	24	21	\$217,914.21
21	CONCRETE DRIVEWAY (6")	SY	1,524	64	53	\$98,343.72
22	CONCRETE PAVEMENT (7") (COMMERCIAL & INDUSTRIAL ENTRANCE DRIVE)	SY	193	93	32	\$18,010.76
23	CLAY-FIRED BRICK PAVERS (RUNNING BOND PATTERN)	SF	5,572	28	05	\$156,294.60
24	COLOR STAMPED CONCRETE (FEDERAL STANDARD AMS COLOR CODE 30152)(7")	SF	2,391	22	40	\$53,558.40
25	CONCRETE MEDIAN NOSE	EA	6	3,092	97	\$18,557.82
26	CONCRETE (GRADE 4.0) (AE)	CY	68.7	1,300	00	\$89,310.00
27	BRIDGE BACKWALL PROTECTION SYSTEM	SY	97	20	80	\$2,017.60
28	REINFORCING STEEL (GR. 60)	LB	1,850	1	04	\$1,924.00
29	REINFORCING STEEL (GR. 60) (EPOXY COATED)	LB	5,880	1	56	\$9,172.80
30	FOUNDATION STABILIZATION	CY	27	83	20	\$2,246.40
31	CONCRETE FOR SEAL COURSE (EST.) (RCB)	CY	8	390	00	\$3,120.00
32	GRANULAR BACKFILL (WINGWALLS)	CY	36	57	20	\$2,059.20
33	HANDRAIL (METAL) (3'-6") (RCB)	LF	58	235	04	\$13,632.32
34	PIPE UNDERDRAIN (6") (TYPE H OR TYPE T)	LF	6,823	35	36	\$241,261.28
35	OUTLET PIPE (6") (TYPE K)	LF	434	41	60	\$18,054.40
36	FLUME INLET (CONCRETE)	EA	4	1,502	80	\$6,011.20
37	SLOPE DRAIN (CONCRETE)	LF	43	98	80	\$4,248.40
38	STORM SEWER (8" HDPE)	LF	43	72	80	\$3,130.40
39	STORM SEWER (15" RCP) (RCP CLASS III)	LF	448	76	96	\$34,478.08
40	STORM SEWER (18" RCP) (RCP CLASS III)	LF	2,030	82	16	\$166,784.80
41	STORM SEWER (24" RCP) (RCP CLASS III)	LF	1,117	88	40	\$98,742.80
42	STORM SEWER (30" RCP) (RCP CLASS III)	LF	370	223	60	\$82,732.00
43	STORM SEWER (36" RCP) (RCP CLASS III)	LF	451	161	20	\$72,701.20
44	STORM SEWER (42" RCP) (RCP CLASS III)	LF	100	234	00	\$23,400.00
45	STORM SEWER (48" RCP) (RCP CLASS III)	LF	78	338	00	\$26,364.00
46	STORM SEWER (60"x38" RCPHE) (RCPHE)	LF	338	369	20	\$124,789.60
47	STORM SEWER (43"x68" RCPHE) (RCPHE)	LF	24	390	00	\$9,360.00
48	15" END SECTION (RC CLASS III)	EA	2	1,040	00	\$2,080.00
49	42" END SECTION (RC CLASS III)	EA	1	2,080	00	\$2,080.00
50	END SECTION (43"x68" RCPHE) (RCPHE)	EA	1	4,160	00	\$4,160.00
51	DRAIN BASIN (8" DIA.)	EA	1	2,600	00	\$2,600.00

	ITEM	UNITS	APPROX.	UNIT PRICE		AMOUNT
			QUANTITY	DOLLARS	CENTS	DOLLARS
52	CONCRETE COLLAR	EA	2	2,600	00	\$5,200.00
53	JUNCTION BOX (4'x4')	EA	2	6,240	00	\$12,480.00
54	JUNCTION BOX (6'x6')	EA	1	9,880	00	\$9,880.00
55	JUNCTION BOX (7'x6')	EA	1	10,920	00	\$10,920.00
56	INLET (4'x4') (AREA)	EA	4	8,320	00	\$33,280.00
57	INLET (5'x5') (AREA)	EA	2	9,360	00	\$18,720.00
58	ROUNDAABOUT INLET (4.58' x 2.75')	EA	2	9,360	00	\$18,720.00
59	INLET (6'x4') (CURB)	EA	29	9,152	00	\$265,408.00
60	INLET (6'x4') (NON-SETBACK)	EA	4	9,152	00	\$36,608.00
61	INLET (6'x5') (CURB)	EA	1	10,400	00	\$10,400.00
62	INLET (6'x5') (NON-SETBACK)	EA	1	10,400	00	\$10,400.00
63	INLET (6'x7') (CURB)	EA	1	10,608	00	\$10,608.00
64	INLET (8'x4') (CURB)	EA	7	10,400	00	\$72,800.00
65	INLET (8'x7') (CURB)	EA	1	11,440	00	\$11,440.00
66	INLET (10'x4') (CURB)	EA	1	11,180	00	\$11,180.00
67	INLET (10'x5') (CURB)	EA	1	12,480	00	\$12,480.00
68	INLET (10'x5') (NON-SETBACK)	EA	2	12,480	00	\$24,960.00
69	INLET (10'x6') (CURB)	EA	1	13,000	00	\$13,000.00
70	RIPRAP (100 LB) (18" DEPTH)	SY	5	156	00	\$780.00
71	RIPRAP (200 LB) (24" DEPTH)	SY	275	166	40	\$45,760.00
72	RIPRAP (1/4 TON) (36" DEPTH)	SY	96	182	00	\$17,472.00
73	AGGREGATE DITCH LINING (4")	SY	8	187	72	\$1,501.76
74	6" WATERLINE (DIP) (POLYWRAPPED) (PRESSURE CLASS 350) (NON-PARTICIPATING)	LF	457	124	80	\$57,033.60
75	8" WATERLINE (DIP) (POLYWRAPPED) (PRESSURE CLASS 350) (NON-PARTICIPATING)	LF	684	145	60	\$99,590.40
76	12" WATERLINE (DIP) (POLYWRAPPED) (PRESSURE CLASS 350) (NON-PARTICIPATING)	LF	2,158	150	80	\$325,426.40
77	GATE VALVE (6") (NON-PARTICIPATING)	EA	6	1,560	00	\$9,360.00
78	GATE VALVE (8") (NON-PARTICIPATING)	EA	6	2,288	00	\$13,728.00
79	GATE VALVE (12") (NON-PARTICIPATING)	EA	6	4,160	00	\$24,960.00
80	STRADDLE BLOCK (6") (NON-PARTICIPATING)	EA	2	2,080	00	\$4,160.00
81	STRADDLE BLOCK (8") (NON-PARTICIPATING)	EA	6	2,288	00	\$13,728.00
82	STRADDLE BLOCK (12") (NON-PARTICIPATING)	EA	6	2,496	00	\$14,976.00
83	WATER METER (NON-PARTICIPATING)	EA	8	3,952	00	\$31,616.00
84	INSTALL FIRE HYDRANT (NON-PARTICIPATING)	EA	4	8,320	00	\$33,280.00
85	RELOCATE FIRE HYDRANT ASSEMBLY (NON-PARTICIPATING)	EA	1	4,160	00	\$4,160.00
86	ADJUST EXIST. WATER VALVE BOX	EA	1	1,560	00	\$1,560.00
87	CONCRETE ENCASEMENT (WATERLINE) (NON-PARTICIPATING)	LF	39	176	80	\$6,895.20
88	LAND CORNER MONUMENT BOX	EA	1	4,160	00	\$4,160.00
89	MODIFIED SIDEWALK WITH ABUTTING RETAINING WALL (WALL #1)	LF	182	379	80	\$69,123.60
90	MODIFIED SIDEWALK WITH ABUTTING RETAINING WALL (WALL #2)	LF	668	339	90	\$227,053.20
91	SIDEWALK WITH ABUTTING RETAINING WALL (WALL #3)	LF	210	382	59	\$80,343.90
92	SIDEWALK WITH ABUTTING RETAINING WALL (WALL #4)	LF	135	392	12	\$52,936.20
93	HANDRAIL (METAL) (3'-6") (WALL #2)	LF	668	235	04	\$157,006.72
94	TEMPORARY SEEDING AND HYDRAULIC MULCHING	AC	6	3,640	00	\$21,840.00
95	SODDING	SY	28,579	6	24	\$178,332.96
96	TEMPORARY EROSION AND SEDIMENT CONTROL	LS	1	52,000	00	\$52,000.00
97	MEDIAN IRRIGATION SYSTEM	LS	1	75,574	43	\$75,574.43
98	STREET LIGHTING INSTALLATION	LS	1	464,412	00	\$464,412.00
99	TRAFFIC CONTROL	LS	1	17,160	00	\$17,160.00
100	TRAFFIC SIGNAL MODIFICATIONS (151st STREET)	LS	1	17,160	00	\$17,160.00
101	TRAFFIC SIGNAL MODIFICATIONS (143rd STREET)	LS	1	5,720	00	\$5,720.00
102	PERMANENT STREET SIGNING	LS	1	9,791	60	\$9,791.60
103	PAVEMENT MARKING, 4" WHITE (THERMOPLASTIC)	LF	188	1	04	\$195.52
104	PAVEMENT MARKING, 4" YELLOW (THERMOPLASTIC)	LF	327	1	04	\$340.08
105	PAVEMENT MARKING, 6" WHITE (THERMOPLASTIC)	LF	11,606	1	19	\$13,811.14
106	PAVEMENT MARKING, 6" WHITE LINE (PREFORMED THERMOPLASTIC)	LF	1,004	5	20	\$5,220.80
107	PAVEMENT MARKING, 12" WHITE LINE (PREFORMED THERMOPLASTIC)	LF	839	7	80	\$6,544.20
108	PAVEMENT MARKING, 24" WHITE LINE (PREFORMED THERMOPLASTIC)	LF	384	15	60	\$5,990.40

	ITEM	UNITS	APPROX.	UNIT PRICE		AMOUNT
109	PAVEMENT MARKING, WHITE TURN ARROW (PERFORMED THERMOPLASTIC)	EA	50	109	20	\$5,460.00
110	PAVEMENT MARKING, WHITE BIKE LANE RIDER (PERFORMED THERMOPLASTIC)	EA	20	192	40	\$3,848.00
111	PAVEMENT MARKING, WHITE BIKE LANE ARROW (PERFORMED THERMOPLASTIC)	EA	20	72	80	\$1,456.00
112	CARS PROJECT SIGN (NON-PARTICIPATING)	EA	2	520	00	\$1,040.00
113	OWNER'S CONTINGENCY ALLOWANCE (SET PRICE OF \$400,000) (NON-PARTICIPATING)	LS	1	400,000	00	\$400,000.00
<b>TOTAL:</b>						<b>\$8,845,000.00</b>

**ASPHALT MATERIAL INDEX:**

The price included for Asphaltic Concrete Surface will be based on the computed monthly Asphalt Material Index for the month of the bid opening, if current month is not available at the time of bid opening the previous month prior to the bid opening month's index value will be used, as listed at the following web site, <http://www.ksdot.org/burconsmain/ppreq/asphaltpriceindex.asp>. The bid unit price for Asphaltic Concrete Surface shall be adjusted in subsequent months based on specification number 15-01009-R01, Price Adjustment for Asphalt Materials, in the 2015 Edition of the Kansas Department of Transportation Special Provisions for the Standard Specifications.

The undersigned successfully completed the bid process online at [olatheks.bonfire.com](http://olatheks.bonfire.com) and affirms that

McANAMY CONSTRUCTION, INC.

Contractor

By Zachary Turner ZACHARY TURNER

PROJECT MANAGER

Title

2/26/2026

Date

913-631-5440

Telephone Number

ZACH TINCHER

Contact Person

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

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”), by and between the City of Olathe, Kansas (“Owner”) and McAnany Construction, Inc. (“Contractor”). Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, 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:

Reconstruct Quivira Road to a Two-Lane Divided Arterial Street with Bike Lanes. Improvements will include pavement construction and bike lanes, curb and gutters, medians, streetlights, sidewalk and sidepath, enclosed storm sewer systems, retaining walls, new driveway accesses, waterline replacement, and irrigation. Proposed improvements also include a roundabout at 148th Street, signal modifications at 143rd Street and 151st Street, and reconstructing the intersections on Quivira Road at 149th Street, 147th Street, 144th Place, and 143rd Terrace.

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Quivira Road, 143<sup>rd</sup> Street to 151<sup>st</sup> Street, Project No. 3-C-011-24.

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by HNTB Corporation.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

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

4.02 *Contract Times: Days*

A. The Work will be substantially completed within **265** 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 **295** days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner **\$2,500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A 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 Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$2,500** for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive and will not be imposed concurrently.

#### ~~4.04 — Incentive Award~~

~~A. \_\_\_\_\_ The amount of the incentive award for early completion of the Work compared to the Contract Times will be \$ \_\_\_\_\_ per calendar day, up to a maximum of \_\_\_\_\_ calendar days, counted from the actual date of completion of all Work required by any partial day will be rounded to the nearest full day compared to the anticipated date of completion in the Contract Times. The maximum incentive award to be paid under the Contract under any circumstances will not exceed \$ \_\_\_\_\_.~~

#### **ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents in current funds the amount that follows, subject to adjustment under the Contract:

\$8,845,000.00

[Here insert a lump sum, unit prices or both, if necessary attach exhibits and list them in Article 8.]

[CONTRACTOR's Bid may be attached as an exhibit to avoid lengthy retyping of unit price schedules, formulae for escalation of prices, information as to alternatives, etc.]

#### **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 account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first day of each month 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 Work completed (with the balance being retainage) and
  - b. 95% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 97% of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200% 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.

*NOTE(S) TO USER:*

6.03 *Final Payment*

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

**ARTICLE 7 – INTEREST**

- 7.01 All amounts not paid when due shall bear interest at the rate prescribed under K.S.A. 16-1901 et seq., and any amendments thereto.

**ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, if any.

- E. 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 Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs, if any such reports and drawings are so identified.
- F. 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.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. 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.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (EJCDC-1 TO EJCDC-8, inclusive).
  - 2. Performance & Maintenance bond (EJCDC-9 TO EJCDC-14, inclusive).
  - 3. Statutory bond (EJCDC-15 TO EJCDC-19, inclusive).
  - 4. Appointment of Process Agent (EJCDC-20).
  - 5. Non-collusive Affidavit of Prime Bidder (EJCDC-21).
  - 6. General Conditions (pages EJCDC-C700-01 to EJCDC-C700-72, inclusive).
  - 7. Supplementary Conditions (pages SC-1 to SC-33, inclusive).
  - 8. Specifications as listed in the table of contents of the Project Manual.
  - 9. Drawings (not attached but incorporated by reference) consisting of **279** sheets with each sheet bearing the following general title: QUIVIRA ROAD IMPROVEMENTS, 143RD STREET TO 151ST STREET).
  - 10. Addenda (numbers 1 to 3, inclusive).
  - 11. Exhibits to this Agreement (enumerated as follows):

- a. Contractor's Bid (pages BF-1 to BF-3, inclusive).
  - b. Bid Documents (Notice to Bidders, Instructions to Bidders, Questionnaire of Personnel Practices Bid Bond, Bid Form).
  - c. Certificates (Compliance with Personnel Practices, Good Standing to Conduct Business in Kansas, Insurance).
  - d. Federal Funds Project Documents (if applicable) (Standard General Conditions Division 100, General Specifications Division 200, Required Contract Specifications, General Wage Decision).
  - e. Project Requirements.
  - f. Temporary Facilities.
  - g. Submittals.
  - h. Technical Specifications.
  - i. General Special Conditions.
  - j. Measurements and Payments.
12. 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.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 Terms**

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

### **10.02 Assignment of Contract**

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an

assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each represent that they are duly authorized to enter into the Contract, and binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

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

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, 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 in the Supplementary Conditions.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

OWNER:

CONTRACTOR:

City of Olathe, Kansas

MCANARY CONSTRUCTION, INC.

By:

By:

Title: Mayor

Title:

PRESIDENT, COO

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

Attest:

Attest:

Title:

Title:

PROJECT MANAGER

Address for giving notices:

Address for giving notices:

P.O. Box 768

Olathe, KS 66051-0768

15320 MIDLAND DR

SHAWNEE, KS 66217

Contractor's Phone Number 913-631-5440

License No.:

N/A

(where applicable)

Agent for service of process:

N/A

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

Approved as to form:

Assistant City Attorney