

BID FORM
P.N. 3-R-003-23 & 3-R-001-26
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 2026 Neighborhood Street Improvements Project, P.N. 3-R-003-23, and 107th Street Improvements Project, P.N. 3-R-001-26.

Schedule of Values

	ITEM	UNITS	UNIT PRICE			AMOUNT DOLLARS
			APPROX. QUANTITY	DOLLARS	CENTS	
107th Street Improvements Project, PN 3-R-001-26						
1	MOBILIZATION	LS	1	37,000	0	\$37,000.00
2	CONSTRUCTION STAKING	LS	1	9,135	0	\$9,135.00
3	REMOVAL OF IMPROVEMENTS	LS	1	70,000	0	\$70,000.00
4	EROSION CONTROL	LS	1	3,500	0	\$3,500.00
5	TRAFFIC CONTROL	LS	1	1,530	0	\$1,530.00
6	UNCLASSIFIED EXCAVATION	CY	835	60	0	\$50,100.00
7	EMBANKMENT	CY	16	35	0	\$560.00
8	2" ASPHALTIC CONCRETE SURFACE (BM-2 OR BM-2FR)	SY	3,709	10	15	\$37,648.35
9	6" ASPHALTIC CONCRETE BASE (BM-2B OR BM-2BFR)	SY	3,709	27	65	\$102,553.85
10	6" MODIFIED AB-3 AGGREGATE BASE	SY	4,369	9	75	\$42,597.75
11	GEOGRID	SY	4,369	5	65	\$24,684.85
12	6" CONCRETE RESIDENTIAL DRIVE	SY	31	78	30	\$2,427.30
13	TYPE "A" CONCRETE CURB AND GUTTER	LF	1,987	23	40	\$46,495.80
14	TYPE "E" CONCRETE CURB AND GUTTER	LF	413	23	40	\$9,664.20
15	4" CONCRETE SIDEWALK	SF	618	7	20	\$4,449.60
16	TYPE I SIDEWALK RAMP	EA	3	1,955	0	\$5,865.00
17	TYPE II SIDEWALK RAMP	EA	1	1,955	0	\$1,955.00
18	TYPE IV SIDEWALK RAMP	EA	1	1,955	0	\$1,955.00
19	SODDING	SY	2,103	12	65	\$26,602.95
20	REMOVE AND REPLACE CURB INLET TOP	EA	7	2,750	0	\$19,250.00
21	6" UNDERDRAIN (TYPE T)	LF	762	25	0	\$19,050.00
22	ADJUST MAHOLE TO PROPOSED GRADE	EA	1	2,500	0	\$2,500.00
2026 Neighborhood Street Improvements Project, PN 3-R-003-23						
101	MOBILIZATION	LS	1	43,500	0	\$43,500.00
102	CONSTRUCTION STAKING	LS	1	36,525	0	\$36,525.00
103	REMOVAL OF IMPROVEMENTS	LS	1	150,000	0	\$150,000.00
104	EROSION CONTROL	LS	1	7,500	0	\$7,500.00
105	STREET LIGHTING	LS	1	326,520	0	\$326,520.00
106	TRAFFIC CONTROL	LS	1	16,770	0	\$16,770.00
107	UNCLASSIFIED EXCAVATION	CY	2,439	67	50	\$164,832.50
108	EMBANKMENT	CY	459	16	60	\$7,619.40
109	MILLING (2")	SY	196	29	70	\$5,821.20
110	2" ASPHALTIC CONCRETE SURFACE (BM-2 OR BM-2FR)	SY	8,014	10	80	\$86,551.20
111	6" ASPHALTIC CONCRETE BASE (BM-2B OR BM-2BFR)	SY	7,818	28	50	\$222,813.00
112	6" MODIFIED AB-3 AGGREGATE BASE	SY	9,761	9	50	\$92,729.50
113	GEOGRID	SY	850	5	65	\$4,802.50
114	FULL DEPTH STREET PATCH	SY	69	150	0	\$10,350.00
115	6" CONCRETE RESIDENTIAL DRIVE	SY	891	78	30	\$69,765.30
116	7" CONCRETE COMMERCIAL DRIVE	SY	501	83	55	\$41,858.55
117	TYPE "B" CONCRETE CURB AND GUTTER	LF	4,929	23	40	\$115,338.60
118	TYPE "C" CONCRETE CURB AND GUTTER	LF	1,232	23	40	\$28,828.80
119	4" CONCRETE SIDEWALK	SF	12,519	7	20	\$90,136.80
120	TYPE I SIDEWALK RAMP	EA	15	1,955	0	\$29,325.00
121	TYPE III SIDEWALK RAMP	EA	6	1,955	0	\$11,730.00
122	TYPE IV SIDEWALK RAMP	EA	1	1,955	0	\$1,955.00
123	MID BLOCK SIDEWALK RAMP	EA	3	1,955	0	\$5,865.00
124	BLACK ORNAMENTAL STEEL FENCE (6')	LF	444	167	60	\$74,414.40
125	TREE REMOVAL	EA	10	1,800	0	\$18,000.00
126	SODDING	SY	6,791	12	65	\$85,906.15
127	INLET (CURB) (NON-SETBACK) (4'X2.5')	EA	1	6,120	0	\$6,120.00
128	INLET (CURB) (5'X3')	EA	5	6,750	0	\$33,750.00
129	INLET (CURB) (5'X6')	EA	1	8,625	0	\$8,625.00
130	INLET (CURB) (6'X3')	EA	2	6,850	0	\$13,700.00
131	INLET (AREA) (4'X4')	EA	1	8,500	0	\$8,500.00
132	JUNCTION BOX (4'X4')	EA	3	7,250	0	\$21,750.00
133	FLUME INLET (CONCRETE)	EA	1	800	0	\$800.00
134	15" RCP	LF	486	135	0	\$65,610.00
135	18" RCP	LF	57	161	50	\$9,205.50
136	24" RCP	LF	414	170	50	\$70,587.00
137	REMOVE AND REPLACE CURB INLET TOP	EA	1	2,750	0	\$2,750.00
138	ADJUST MANHOLE TO PROPOSED GRADE	EA	1	2,500	0	\$2,500.00
139	STONE RIPRAP	SY	11	100	0	\$1,100.00
140	IRRIGATION SYSTEM MODIFICATION (480 E CEDAR STREET)	LS	1	3,500	0	\$3,500.00
141	SIGNING	EA	27	285	0	\$7,695.00
142	24" SOLID WHITE PAVEMENT MARKING (PREFORMED THERMO)	LF	30	21	50	\$645.00

Waterline Rehab - 2026 Neighborhood Street Improvements Project, PN 3-R-003-23						
201	FIRE HYDRANT AND WATER VALVE ASSEMBLY	EA	4	9,500	0	\$38,000.00
202	REPLACE WATER METER PIT	EA	12	1,100	0	\$13,200.00
203	ADJUST WATER VALVE	EA	6	250	0	\$1,500.00
204	REPLACE WATER VALVE	EA	1	6,825	0	\$6,825.00
205	6" WATERLINE	LF	566	215	0	\$121,690.00
206	8" WATERLINE	LF	569	220	0	\$125,180.00
207	12" WATERLINE	LF	23	500	0	\$11,500.00
208	6" GATE VALVE & BOX	EA	3	2,000	0	\$6,000.00
209	8" GATE VALVE & BOX	EA	2	3,000	0	\$6,000.00
210	6" MECHANICAL JOINT 45 DEGREE BEND	EA	11	750	0	\$8,250.00
211	8" MECHANICAL JOINT 45 DEGREE BEND	EA	4	950	0	\$3,800.00
212	12" MECHANICAL JOINT 45 DEGREE BEND	EA	4	1,500	0	\$6,000.00
213	6"/8" PIPE ABANDONMENT	LS	1	4,525	0	\$4,525.00
214	CONNECT TO EXISTING WATER MAIN	EA	6	3,500	0	\$21,000.00
215	3/4" SERVICE RECONNECTION	LF	293	75	0	\$21,975.00
216	1" SERVICE RECONNECTION	LF	57	110	0	\$6,270.00
217	1 1/2" SERVICE RECONNECTION	LF	25	175	0	\$4,375.00
218	WATER METER & INSTALL	EA	1	4,500	0	\$4,500.00
219	EXISTING WATER VALVE ABANDONMENT	EA	3	1,500	0	\$4,500.00
220	12"x8" MECHANICAL JOINT TEE	EA	2	2,000	0	\$4,000.00
221	FIRE HYDRANT ASSEMBLY W/ 12"x6" TEE	EA	1	11,250	0	\$11,250.00
222	REMOVE EXISTING 8" TEE & GATE VALVES (3) & REPLACE W/ 8" PIPE	LS	1	12,750	0	\$12,750.00
223	REMOVAL AND DISPOSAL OF 12" ASBESTOS-CEMENT PIPE (ACP)	LS	1	5,000	0	\$5,000.00

107TH STREET IMPROVEMENTS PROJECT	
BID TOTAL	\$519,522.65
OWNER'S CONTINGENCY ALLOWANCE	\$30,000.00
GRAND TOTAL	\$549,522.65

2026 NEIGHBORHOOD STREET IMPROVEMENTS PROJECT	
STREET IMPROVEMENTS BID TOTAL	\$2,006,095.40
WATERLINE REHAB BID TOTAL	\$448,090.00
OWNER'S CONTINGENCY ALLOWANCE	\$70,000.00
GRAND TOTAL	\$2,524,185.40

FINAL TOTAL	\$3,073,708.05
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ASPHALT MATERIAL INDEX:

The price included for Asphaltic Concrete Surface will be based on the computed monthly Asphalt Material Index for March 2026, as listed at the following web site, <https://www.ksdot.gov/doing-business/highway-contractors/contractor-resources/asphalt-adjustment-price-index>. The bid unit price for Asphaltic Concrete Surface shall be adjusted in subsequent months based on specification number 15-01009, Asphalt Price Adjustment, in the 2015 Edition of Kansas Department of Transportation Special Provisions for the Standard Specification.

The undersigned successfully completed the bid process online at olatheks.bonfirehub.com and affirms

G-B Construction LLC
Contractor

Jack McLeave
By

Vice President
Title

3/24/26
Date

816-799-6221
Telephone Number

Jack McLeave
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 G-B Construction LLC (“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:

Reconstruction of six (6) local-classified streets including curb and gutter replacement, driveway replacement, sidewalk and ADA ramp installation, driveway approaches, sidewalks and ADA sidewalk ramps, streetlight installation, stormwater improvements, waterline improvements, and lawn restoration. The project will include Chester Street (Loula Street to Santa Fe Street), Lakeview Avenue (Ridgeview Road to Central Street), Wabash Avenue (Ridgeview Road to Central Street), Emery Street (Loula Street to Park Street), Hyer Street (Cedar Street to Loula Street), and 107th Street (600’ Northwest of 108th Street to West End Cul-de-sac).

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 2026 Neighborhood Street Improvements Project, P.N. 3-R-003-23, and 107th Street Improvements Project, P.N. 3-R-001-26.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by George Butler Associates, Inc.

3.02 The Owner has retained George Butler Associates, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

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 140 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions.

B. The Notice to Proceed will be given no later than May 26, 2026.

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 (pages EJCDC C-520-1 to EJCDC C-520-8, inclusive).
 - 2. Performance & Maintenance bond (pages to EJCDC C-520-9 to EJCDC C-520-14, inclusive).
 - 3. Statutory bond (pages to EJCDC C-520-15 to EJCDC C-520-19, inclusive).
 - 4. Appointment of Process Agent (page to EJCDC C-520-20, inclusive).
 - 5. Non-collusive Affidavit of Prime Bidder (page to EJCDC C-520-21, inclusive).
 - 6. General Conditions (page to EJCDC C-700-1, to EJCDC C-700-65, inclusive).
 - 7. Supplementary Conditions (pages SC- 1 to SC- 34, inclusive).
 - 8. Specifications as listed in the table of contents of the Project Manual.

9. Drawings (not attached but incorporated by reference) consisting of sheets with each sheet bearing the following general title: 2026 Neighborhood Street Improvements Project, P.N. 3-R-003-23, and 107th Street Improvements Project, P.N. 3-R-001-26.
10. Addenda (numbers ___ to ___, inclusive).
11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages ___ to ___, 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:

City of Olathe, Kansas

By: _____

Title: Mayor

Attest: _____

Title: _____

Address for giving notices:

P.O. Box 768

Olathe, KS 66051-0768

CONTRACTOR:

G-B Construction LLC

By: _____

Title: LFO

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

Attest: _____

Title: Vice President

Address for giving notices:

30790 Switzer Rd

Louisburg, KS 66053

Contractor's Phone Number _____

License No.:

2026-0011439 Joco Licensing
(where applicable)

Agent for service of process:

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:

City Attorney/Deputy City Attorney/
Assistant City Attorney