BID FORM CITY P.N. 3-C-008-22 CARS P.N. 320001402 KDOT P.N. 46 N-0745-01 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 Black Bob Road, 159th Street to 167th Street, Improvements, City PN 3-C-008-22, CARS PN 320001402, KDOT PN 46 N-0745-01.

Schedule of Values

	ITEM	UNITS	APPROX.		UNIT	PRICE	AMOUNT
			QUANTITY	D	OLLARS	CENTS	DOLLARS
	P.N.						
1	Mobilization	Lump Sum	1	\$	131,750	00	\$131,750.00
2	DBE Mobilization	Lump Sum	1	\$	20,000	00	\$20,000.00
3	Constuction Staking	Lump Sum	1	\$	95,750	00	\$95,750.00
4	Clearing & Grubbing	Lump Sum	1	\$	20,000	00	\$20,000.00
5	Tree Removal	Lump Sum	1	\$	98,500	00	\$98,500.00
6	Remove Existing Asphalt Pavement	Sq Yd	22,445	\$	3	85	\$86,413.25
7	Remove Existing Concrete Pavement	Sq Yd	696	\$	14	30	\$9,952.80
8	Remove Existing Concrete Curb & Gutter	Lin Ft	2,617	\$	6	60	\$17,272.20
9	Remove Existing Concrete Sidewalk	Lin Ft	990	\$	7	35	\$7,276.50
10	Remove Existing Drainage Structures	Lump Sum		\$	44,100	00	\$44,100.00
11	Remove and Reconstruct Stone Columns and Relocate Wrought Iron Fence	Lump Sum		\$	15,650	00	\$15,650.00
12	Adjust Existing Sanitary Sewer Manhole	Each	2	\$	1,575	00	\$3,150.00
	Modification of Existing Sanitary Sewer Manhole Structure	Each	3	\$	2,310	00	\$6,930.00
14	Unclassified Excavation	Cu Yd	35,987	\$	14	75	\$530,808.25
15	Compaction of Earthwork (All Types)	Cu Yd	42,571	\$	1	90	\$80,884.90
16	Embankment (Contractor Furnished)	Cu Yd	16,482	\$	14	30	\$235,692.60
17	Install 2" Asphaltic Concrete Surface (Modified Superpave)	Ton	5,250	\$	100	90	\$529,725.00
18	Install 10" Asphaltic Concrete Base (Modified Superpave)	Ton	28,171	\$	78	65	\$2,215,649.15
19	Install 6" Asphaltic Concrete Base (Modified Superpave)	Ton	897	\$	80	20	\$71,939.40
20	Install 6" Aggregate Base Course (Modified AB-3)	Sq Yd	59,616	\$	8	65	\$515,678.40
21	Install Type "A" Concrete Curb & Gutter	Lin Ft	165	\$	60	95	\$10,056.75
22	Install Type "B" Concrete Curb & Gutter	Lin Ft	11,153	\$	21	95	\$244,808.35
23	Install Type "E" Concrete Curb & Gutter	Lin Ft	9,922	\$	22	50	\$223,245.00
24	Install Type "B" Concrete Curb & Gutter (Special)	Lin Ft	755	\$	46	40	\$35,032.00
25	Install Concrete Median Nose	Each	9	\$	1,250	00	\$11,250.00
26	Install Brick Median Pavers	Sq Ft	6,971	\$	32	75	\$228,300.25
27	Install Brick Pavers (Truck Apron)	Sq Ft	5,755	\$	33	75	\$194,231.25
28	Install Paver Bricks (Splitter Islands)	Sq Ft	4,921	\$	28	80	\$141,724.80
29	Install 4" Concrete Sidewalk	Sq Ft	63,483	\$	5	15	\$326,937.45
30	Install 6" AB-3 (Heritage Park Trail)	Sq Yd	954	\$	13	40	\$12,783.60
31	Install Type I Sidewalk Ramp	Each	8	\$	2,345	00	\$18,760.00
32	Install Type II Sidewalk Ramp	Each	3	\$	3,615	00	\$10,845.00
33	Install Mid-Block Sidewalk Ramp	Each	8	\$	2,125	00	\$17,000.00
34	Install Sidewalk with Abutting Retaining Wall	Cu Yd	383	\$	1,100	00	\$425,130.00
35	Install 6" Residential Concrete Driveway	Sq Yd	1,331	\$	96	50	\$128,441.50
36	Install 7" Commercial Concrete Driveway	Sq Yd	197	\$	116	15	\$2,281.55
37	Install 6" BM-2B Asphalt Driveway	Ton	210	\$	87	85	\$18,448.50
38	Install 6" AB-3 Aggregate Driveway	Sq Yd	125	\$	25	40	\$3,175.00
39	Install 6" Underdrain	Lin Ft	7,704	\$	33	60	\$258,854.40
40	Install 4'x4' Area Inlet	Each	2	\$	7,140	00	\$14,280.00
41	Install 5'x4' Area Inlet	Each	1	\$	7,350	00	\$7,350.00
42	Install 4'x4' Curb Inlet	Each	5	\$	7,140	00	\$35,700.00
43	Install 4'x5' Curb Inlet	Each	3	\$	7,980	00	\$23,940.00
44	Install 6'x4' Curb Inlet	Each	12	\$	7,980	00	\$95,760.00
45	Install 6'x5' Curb Inlet	Each	1	\$	9,135	00	\$9,135.00
46	Install 8'x4' Curb Inlet	Each	14	\$	9,870	00	\$138,180.00
47	Install 6'x6' Curb Inlet	Each	2	\$	9,975	00	\$19,950.00
48	Install 6'x4' Curb Inlet (Non-Setback)	Each	2	\$	7,980	00	\$15,960.00
49	Install 8'x4' Curb Inlet (Non-Setback)	Each	3	\$	9,870	00	\$29,610.00
50	Install 4.58' x 2.75' Curb Inlet (Special)	Each	1	\$	8,400	00	\$8,400.00
51	Install 4'x4' Junction Box	Each	1	\$	7,875	00	\$7,875.00
52	Install Concrete Collar (48")	Each	1	\$	4,200	00	\$4,200.00
53	Install 24" End Section (RC)	Each	3	\$	1,575	00	\$4,725.00
54	Install 48" End Section (RC)	Each	1	\$	2,625	00	\$2,625.00
55	Install 54" End Section (RC)	Each	3	\$	3,150	00	\$9,450.00
56	Install 15" RCP (Class III)	Lin Ft	2,405	\$	80	85	\$194,444.25
57	Install 18" RCP (Class III)	Lin Ft	1,739	\$	94	50	\$164,335.50

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Internet Each 2 \$ <th< td=""><td>78</td><td>12-inch Gate Valve *</td><td>Each</td><td>7</td><td>\$</td><td>4,725</td><td>00</td><td>\$33,075.00</td></th<>	78	12-inch Gate Valve *	Each	7	\$	4,725	00	\$33,075.00
In Each S § 9240 000 \$44,2000 13 Standard Savice Line Changeover W, New Road Crassing AND New Meter Pt* Each 1 \$4,4200 000 \$4,2000 14 Service Line Changeover W, New Road Crassing AND New Meter Pt* Each 1 \$4,200 000 \$5,3000 15 Service Line Changeover W, New Meter Pt* Each 9 \$4,4200 000 \$5,37800 16 Service Line Changeover W, New Meter Pt* Each 1 \$1,9500 \$1,9500 17 Uilty Conflict - Liench PVC w/ 4 - 45 Dogree Bonds & Additional Restrained Pipe * Each 1 \$6,5700 \$5,7760 18 Uilty Conflict - Sinch PVC w/ 4 - 45 Dogree Bonds & Additional Restrained Pipe * Each 1 \$5,2700 \$5,2700 19 Waterins Cash Alexance (Streps 25,000)* Lump Sum 1 \$5,776 00 \$5,720.0 10 Waterins Cash Alexance (Streps 15,000)* Lump Sum 1 \$5,270.0 \$5,270.0 \$5,270.0 10 Waterins Cash Alexance (Streps 5,000) \$1,2500 \$	79	8-inch Gate Valve *	Each	1	\$	2,625	00	\$2,625.00
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16 6 6 7 Each 1 9 900 939,550.00 10 Uitig Conflict - B-inch PVC wf - 45 Degree Bends & Additional Restrained Pipe* Each 1 \$ 6,510 00 \$\$37,800.00 80 Uitig Conflict - B-inch PVC wf - 45 Degree Bends & Additional Restrained Pipe* Each 1 \$ 6,510 00 \$\$5,775.00 80 Uitig Conflict - B-inch PVC wf - 45 Degree Bends & Additional Restrained Pipe* Each 1 \$ 5,575.00 \$\$5,775.00 \$\$5,775.00 \$\$5,775.00 \$\$5,775.00 \$\$5,775.00 \$\$5,775.00 \$\$5,775.00 \$\$5,775.00 \$\$5,775.00 \$\$5,775.00 \$\$5,775.00 \$\$5,775.00 \$\$5,775.00 \$\$5,778.20.00 \$\$25,000 \$\$25,000 \$\$25,000 \$\$25,000 \$\$25,000 \$\$25,782.00 \$\$5,778.20 \$\$5,778.20 \$\$5,778.20 \$\$5,778.20 \$\$5,778.20 \$\$5,778.20 \$\$5,778.20 \$\$5,778.20 \$\$5,778.20 \$\$5,778.20 \$\$5,778.20 \$\$5,778.20 \$\$5,778.20 \$\$5,778.20 \$\$5,778.20 \$\$5,778.20 \$\$5,778.20 \$\$5,778.20 \$\$5,778.20 <								\$9,450.00
17 Ultip Conflict - 12-inch PVC w/ 4 - 45 Degree Bends & Additional Restrained Pipe* Each 4 9.450 00 \$377,600 18 Ultip Conflict - 6-inch PVC w/ 4 - 45 Degree Bends & Additional Restrained Pipe* Each 1 \$ 6,510 00 \$85,510 00 Pressum Testing and Disinfection* Lump Sum 1 \$ 5,755 00 \$52,500 90 Pressum Testing and Disinfection* Lump Sum 1 \$ 5,755 00 \$52,500,00 91 Wateline Cash Adowance (Set Prec of \$25,000)* Lump Sum 1 \$ 57,825 00 \$57,825,000 92 Underground Infrastructure for Pedestrian Hybrid Beacon (Heritage Park Ent. & Black B (Lump Sum 1 \$ 12,206 00 \$51,2265,00 91 Febre Optic Interconnect Lump Sum 1 \$ 12,206 00 \$51,2265,00 92 Yreliow WF>.8 Lin Ft 12,400 \$ 1 30 \$82,225,200 93 Yrelid Une - White Thermoplastic Lin Ft 14,435 \$ 1 35 \$91,322,450,00 94 Yrelid Une - White Thermoplastic Lin Ft 2,44 \$ 90 \$82,221,920 \$91,822,								
18 Utily Conflict: 8-inch PVC wit 4-45 Degree Bends & Additional Restrained Pipe* Each 1 \$ 6.510 00 \$8,5776 90 Utily Conflict: 6-inch PVC wit 4-45 Degree Bends & Additional Restrained Pipe* Each 1 \$ 5.575 00 \$\$,5775.00 91 Waterine Cash Allowance (Set Price of 225.000)* Lump Sum 1 \$ 5.520 00 \$\$,578.00 93 Street Lighting 1 \$ 5.725 00 \$\$,778.20.00 94 Fiber Optic Interconnect Lump Sum 1 \$ 5.7255 00 \$\$,728.20.00 95 A*valow MrS-8 Lin Ft 2,404 \$ 1 30 \$\$,228,256.00 96 G* White MrS-8 Lin Ft 1,433 \$ 1 35 \$\$,11,332.35 \$ 1 35 \$\$,193.22 97 G* White MrS-8 Lin Ft 1,433.5 \$ 1 35 \$\$,133.22 97 G* White MrS-8 Lin Ft 1,433.5 \$ 1 \$\$,224.60 <td></td> <td></td> <td></td> <td></td> <td><u> </u></td> <td></td> <td></td> <td></td>					<u> </u>			
19 Ultip Conflict - 6-Inch PVC w/ 4 - 45 Degree Bends & Additional Restrained Pipe * Each 1 \$ 5,775 00 \$5,7750 00 Pressure 'sening and Disinction'' Lump Sum 1 \$ 5,250 00 \$52,250 01 Waterline Cash Allowance (Set Price of \$25,000)' Lump Sum 1 \$ 25,000 00 \$\$25,000 02 Underground Infrastructure for Pedestrian Hybrid Beacon (Heritage Park Ent, & Black RC, Lump Sum 1 \$ 471,2050 00 \$\$472,050.00 03 Street Lighting Lump Sum 1 \$ 152,955.00 \$\$152,955								
100 Pressure Testing and Disinfection * Lump Sum 1 \$ 5,250 000 \$ 55,250,00 11 Waterline Cash Allowance (Set Price of \$25,000)* Lump Sum 1 \$ 57,825 00 \$\$ 525,000 32 Underground Infrastructure for Pedestrian Hybrid Beacon (Heritage Park Ent, & Black & Lump Sum 1 \$ 57,825 00 \$\$ \$57,825 00 \$\$ \$57,825 00 \$\$ \$57,825 00 \$\$ \$57,825 00 \$\$ \$57,825 00 \$\$ \$57,825 00 \$\$ \$52,955,00 \$\$ \$55,955 00 \$\$ \$52,955,00 \$\$ \$55,255 00 \$\$ \$52,955,00 \$\$ \$55,255 00 \$\$ \$52,555,00 \$\$ \$55,255 00 \$\$ \$52,955,00 \$\$ \$55,255 00 \$\$ \$52,555,00 \$\$ \$57,825 00 \$\$ \$52,855,00 \$\$ \$57,825 00 \$\$ \$52,855,00 \$\$ \$57,825 00 \$\$ \$52,855,00 \$\$ \$57,825 00 \$\$ \$52,855,00 \$\$ \$57,825 00 \$\$ \$52,855,00 \$\$ \$52,855,00 \$\$ \$52,855,00 \$\$ \$52,855,00 \$\$ \$52,855,00 \$\$ \$52,855,00 \$\$ \$52,855,00 \$\$ \$52,855,00 \$\$ \$52,855,00 \$\$ \$52,855,00 \$					-			
11 Waterine Cash Allowance (Set Price of \$25,000)* Lump Sum 1 \$ 25,000 00 \$25,000 92 Underground Infrastructure for Pedestrian Hybrid Beacon (Heritage Park Ent. & Black Bd Lump Sum 1 \$ 472,050 00 \$\$7,825 0 \$\$7,825 0 \$\$7,825 0 \$\$7,825 0 \$\$7,825 0 \$\$7,825 0 \$\$7,825 0 \$\$7,825 0 \$\$7,825 \$\$7,825								
12 Inderground Infrastructure for Pedestrian Hybrid Beacon (Heritage Park Ent. & Black Bd, Lump Sum 1 \$ 77.825 00 \$\$77.825.0 93 Street Lighting 1 \$ 412.050.0 \$412.050.0 94 Fiber Optic Interconnect Lump Sum 1 \$ 412.050.0 \$122.055.0 96 G* White HPS.8 Lin Ft 1.4,335 \$ 1 30 \$2.662.0 96 G* White HPS.8 Lin Ft 1.4,335 \$ 1 35 \$19.352.2 97 G* White HPS.8 Lin Ft 1.4,335 \$ 1 35 \$19.352.2 98 Yeld Line - White Thermoplastic Each 26 \$ 27 30 \$700.8 100 Tark Arrow - White Thermoplastic Each 48 \$ 300 00 \$84.600.0 108 Renove Existing Street Signing Each 10 \$ 200 \$84.600.0 106 Remove Signing (1 Sign) Each 10 \$ 210 00			· · ·		-			
33 Street Lighting Lump Sum 1 \$ 412,050 00 \$412,050,0 94 Fiber Optic Interconnect Lump Sum 1 \$ 152,955 00 \$152,955,0 95 4' Yellow HFs-8 Lin Ft 2,040 \$ 1 30 \$2,852,0 96 6' White PTP Lin Ft 1,4335 \$ 1 35 \$19,352,2 97 6' White PTP Lin Ft 24 \$ 9 45 \$226,80 98 Yield Line - White Thermoplastic Lin Ft 84 \$ 31 50 \$2,2640,0 100 Zur Arow - White Thermoplastic Each 26 \$ 27 30 \$3708,0 101 Turn Arrow - White Thermoplastic Each 22 300 00 \$4,400,0 102 Bicycle Rider and Arrow - White Thermoplastic Each 14 \$ 340 00 \$4,760,0 103 Remove Existing Street Signing (2 Signs) Each 14 \$ 340 00 \$4,760,0 106 Permanent Street Signing (2 Signs) <td></td> <td></td> <td></td> <td></td> <td>-</td> <td></td> <td></td> <td></td>					-			
194 Fiber Optic Interconnect Lump Sum 1 \$ 152,955 00 \$152,955. 95 4" Yellow MPS.8 Lin Ft 2,040 \$ 1 30 \$2,852.0 96 6" White MPS.8 Lin Ft 14,355 \$ 1 36 \$19,352.2 97 6" White MPS.8 Lin Ft 14,355 \$ 6 30 \$8,221.6 98 12" Yellow PTP Lin Ft 24 \$ 9 45 \$226.8 99 Yield Line - White Thermoplastic Each 26 \$ 27 30 \$703.8 100 24" Stop Bar - White Thermoplastic Each 48 \$300 00 \$14,400.0 102 Bicycle Rider and Arrow - White Thermoplastic Each 10 \$120 00 \$1,200.0 104 Permanent Street Signing (1 Sign) Each 14 \$340 00 \$4,600.0 105 Permanent Street Signing (2 Sign.3) Each 1 \$366 00 \$4,680.0 106 Permanent Street Signing (2 Sign.3) Each 1 \$366 <								
195 t* Yellow HPS-8 Lin Ft 12,040 \$ 1 30 \$2,652.0 366 6* White HPS-8 Lin Ft 14,335 \$ 1 35 \$19,352.2 376 76* White PTP Lin Ft 24,355 \$ 9 45 \$222.6 99 Yield Lin - White Thermoplastic Each 26 \$ 27 30 \$709.8 100 24* Stop Bar - White Thermoplastic Each 26 \$ 27 30 \$709.8 101 Turn Arrow - White Thermoplastic Each 28 300 00 \$14,400.0 102 Bicycle Rider and Arrow - White Thermoplastic Each 22 \$ 300 00 \$14,400.0 103 Remove Existing Street Signing (1 Sign) Each 10 \$ 120 00 \$1,200.0 103 Permanent Street Signing (1 Sign) Each 14 \$ 340 00 \$4,760.0 106 Permanent Street Signing (1 Sign) Each 14 \$ 340 00 \$2,100.0 \$2,2100.0 \$2,2400.0 \$2,200								\$152,955.00
97 6" White PTP Lin Ft 1,305 \$ 6 30 \$8,221.5 98 12" Yellow PTP Lin Ft 24 \$ 9 45 \$222.6.8 90 Yeld Line - White Thermoplastic Each 26 \$ 27 30 \$709.8 100 24" Stop Bar - White Thermoplastic Each 26 \$ 30 \$00 \$\$2,464.0 101 Turn Arrow - White Thermoplastic Each 48 \$ 300 00 \$\$4,400.0 102 Bicycle Rider and Arrow - White Thermoplastic Each 12 \$ 300 \$\$4,700.0 103 Remove Existing Street Sign Each 12 \$ 340 \$\$00 \$\$4,700.0 103 Permanent Street Signing [1 Sign.) Each 14 \$ 340 \$\$00 \$\$4,760.0 106 Permanent Street Signing [2 Sign.s) Each 10 \$ 210 00 \$\$2,100.0 \$\$2,100.0 108 Rectangular Rapid Flashing Beacon (RRFB) Each 1 \$ 366 6 80 \$313.405.2 <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>30</td> <td>\$2,652.00</td>							30	\$2,652.00
98 12° Yellow PTP Lin Ft 24 \$ 9 45 \$\$226.8 99 Yield Line - White Thermoplastic Each 26 \$ 27 30 \$\$709.8 100 24° Stop Bar - White Thermoplastic Each 48 \$ 300 \$\$2.646.0 101 Turn Arrow - White Thermoplastic Each 48 \$ 300 \$\$2.646.0 102 Bicycle Rider and Arrow - White Thermoplastic Each 12 \$ 300 \$\$6.600.0 103 Remove Existing Street Sign Each 12 \$ 340 \$\$6.800.0 106 Permanent Street Signing (3 Signs) Each 14 \$ 340 \$\$0 \$\$8.600.0 108 Rectangular Rapid Flashing Beacon (RFB) Each 8 \$\$9.600 \$\$76.800.0 108 Rectangular Rapid Flashing Beacon (RFB) Each 8 \$\$9.600 \$\$77.680.0 109 Traffic Control Lump Sum \$\$17.15.0 \$\$17.15.0 \$\$17.15.0 \$\$17.116.0 \$\$17.116.0<	96	6" White HPS-8	Lin Ft	14,335	\$	1	35	\$19,352.25
Op Yield Line - White Thermoplastic Each 26 \$ 27 30 \$709.8 100 24" Stop Bar - White Thermoplastic Lin Ft 84 \$ 31 50 \$\$2,646.0 101 Turn Arrow - White Thermoplastic Each 48 \$ 300 00 \$\$6,600.0 103 Bernove Existing Street Signing (1 Sign) Each 22 \$ 300 00 \$\$6,600.0 104 Permanent Street Signing (1 Sign) Each 14 \$ 400 \$\$4,760.0 106 Permanent Street Signing (2 Signs) Each 14 \$ 340 00 \$\$4,760.0 106 Permanent Street Signing (2 Signs) Each 14 \$ 340 00 \$\$2,100.0 108 Rectangular Rapid Flashing Beacon (RRFB) Each 10 \$ 210 00 \$\$2,800.0 109 Traffic Control Lump Sum \$\$ 17,115 00 \$\$17,115.0 \$\$3,860.0 \$\$3,860.0 \$\$3,860.0 \$\$3,860.0	97	6" White PTP	Lin Ft	1,305	\$	6	30	\$8,221.50
100 24" Stop Bar - White Thermoplastic Lin Ft 84 \$ 31 50 \$2,646.0 101 Turn Arrow - White Thermoplastic Each 48 \$ 300 00 \$14,400.0 102 Bicycle And Arrow - White Thermoplastic Each 22 \$ 300 00 \$\$6,600.0 103 Remove Existing Street Sign Each 10 \$ 120 00 \$\$1,200.0 104 Permanent Street Signing (1 Sign) Each 14 \$ 340 00 \$\$4,760.0 106 Permanent Street Signing (2 Signs) Each 1 \$ 365 00 \$\$2,600.0 107 Permanent Street Signing (2 Signs) Each 1 \$ 365 00 \$\$2,600.0 108 Rectangular Rapid Plashing Beacon (RRFB) Each 10 \$ 2,100.0 \$\$2,760.0 109 Traffic Control Lump Sum \$ 17,115.0 \$\$2,640.0 \$\$2,640.0 110 Isodifya \$ 3,440.00 \$\$2,420.0 \$\$31,405.2 \$\$31,423.5 111 Install Temporary Inlet Sedim	98	12" Yellow PTP	Lin Ft	24	\$	9	45	\$226.80
101 Turn Arrow - White Thermoplastic Each 48 \$ 300 00 \$\$14,400.0 102 Bicycle Rider and Arrow - White Thermoplastic Each 22 \$ 300 00 \$\$6,600.0 103 Remove Existing Street Signing (1 Sign) Each 10 \$ 120 00 \$\$1,200.0 104 Permanent Street Signing (1 Sign) Each 14 \$ 340 00 \$\$4,760.0 106 Permanent Street Signing (2 Signs) Each 1 \$ 365 00 \$\$2,100.0 108 Rectangular Rapid Flashing Beacon (RRFB) Each 1 \$ 366 00 \$\$2,100.0 109 Traffic Control Lump Sum 1 \$ 17,115 00 \$\$17,115.0 110 Sodding Sq Yd 46,089 6 80 \$\$314,205.2 111 Install Temporary Inlet Sediment Barrier (Curb Inlet) Each 3 \$140 00 \$\$420.0 113 Install Temporary Inlet Sediment Barrier (Area Inlet) Each 3 \$140 00 \$\$17,400.0	99	Yield Line - White Thermoplastic	Each	26	\$	27		\$709.80
102 Bicycle Rider and Arrow - White Thermoplastic Each 22 \$ 300 00 \$6,600.0 103 Remove Existing Street Sign Each 10 \$ 120 00 \$1,200.0 104 Permanent Street Signing (1 Sign) Each 14 \$ 340 00 \$8,600.0 106 Permanent Street Signing (2 Signs) Each 14 \$ 340 00 \$4,760.0 106 Permanent Street Signing : Reuse Existing Sign Each 1 \$ 365 00 \$3365.0 107 Permanent Street Signing : Reuse Existing Sign Each 8 \$ 9,600 00 \$76,800.0 108 Rectangular Rapid Flashing Beacon (RRFB) Each 8 \$ 9,600 00 \$77,800.0 1010 Sodding Sa Yd 46,089 \$ 6 80 \$313,405.2 111 Install Temporary Inlet Sediment Barrier (Curb Inlet) Each 3 \$ 140 00 \$420.0 113 Install Temporary Ditch Check Each 17 \$ 1,160 00 \$17,200.0 </td <td>100</td> <td>24" Stop Bar - White Thermoplastic</td> <td>Lin Ft</td> <td></td> <td></td> <td></td> <td></td> <td>\$2,646.00</td>	100	24" Stop Bar - White Thermoplastic	Lin Ft					\$2,646.00
103 Remove Existing Street Signing (1 Sign) Each 10 \$ 120 000 \$\$1,200.00 104 Permanent Street Signing (1 Sign) Each 25 \$ 340 00 \$\$4,200.0 105 Permanent Street Signing (2 Signs) Each 14 \$ 340 00 \$\$4,760.0 106 Permanent Street Signing (3 Signs) Each 1 \$ 3665 00 \$\$365.0 107 Permanent Street Signing (3 Signs) Each 10 \$ 210 00 \$\$2,100.0 108 Rectangular Rapid Flashing Beacon (RRFB) Each 8 \$9,600 00 \$\$76,800.0 109 Traffic Control Lump Sum 1 \$\$17,115 00 \$\$17,115.0 110 Sodding Sq Yd 46,089 \$ 6 80 \$\$313,405.2 121 Install Temporary Inlet Sediment Barrier (Curb Inlet) Each 3 \$140 00 \$\$420.0 111 Install Temporary Inlet Sediment Barrier (Area Inlet) E								\$14,400.00
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International Street Signing (3 Signs) Each 1 \$ 365 00 \$ \$365.0 107 Permanent Street Signing - Reuse Existing Sign Each 10 \$ 210 00 \$ \$2,100.0 108 Rectangular Rapid Flashing Beacon (RRFB) Each 8 \$ 9,600 00 \$76,800.0 109 Traffic Control Lump Sum 1 \$ 17,115 00 \$\$71,715.0 110 Sodding Sq Yd 46,089 \$ 6 80 \$\$313,405.2 111 Install Temporary Inlet Sediment Barrier (Curb Inlet) Each 36 \$ 85 00 \$\$3,060.0 113 Install Temporary Inlet Sediment Barrier (Area Inlet) Each 36 \$ 140 00 \$\$420.0 114 Install Temporary Inlet Sediment Barrier (Area Inlet) Each 3 \$ 140 00 \$\$420.0 114 Install Temporary Inlet Sediment Barrier (Area Inlet) Each 3 \$ 595 00 \$\$1,720.0 114 Indscaping - Ornamental Trees (2.5" cal.) Each 3 \$ 595 00								
International Street Signing - Reuse Existing Sign Each 10 \$ 210 00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$								
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111 Install Silt Fence 11 Install Silt Fence 11 Install Temporary Inlet Sediment Barrier (Curb Inlet) Each 36 \$ 2 25 \$\$31,423.5 112 Install Temporary Inlet Sediment Barrier (Area Inlet) Each 36 \$ 85 00 \$\$3,060.0 113 Install Temporary Inlet Sediment Barrier (Area Inlet) Each 3 \$ 140 00 \$\$420.0 114 Install Temporary Ditch Check Each 17 \$ 1,160 00 \$\$19,720.0 115 Landscaping - Evergreen Trees (8'-0" ht.) Each 24 \$ 710 00 \$\$17,640.0 116 Landscaping - Ornamental Trees (2.5" cal.) Each 18 \$ 570 00 \$\$17,640.0 118 Landscaping - Ornamental Trees (2.5" cal.) Each 18 \$ 570 00 \$\$10,260.0 119 Landscaping - Landscape Bed - Shrubs Each 5 \$ 595 00 \$\$2,975.0 119 Landscaping - Landscape Bed - Shrubs Each 5 \$ 595 00 \$\$1,620.0 <tr< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>\$313,405.20</td></tr<>								\$313,405.20
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116 Landscaping - Ornamental Trees (2" cal.) Each 3 \$ 595 00 \$1,785.0 117 Landscaping - Ornamental Trees (2.5" cal.) Each 18 \$ 570 00 \$10,260.0 118 Landscaping - Overstory Trees (2.5" cal.) Each 18 \$ 595 00 \$2,975.0 119 Landscaping - Landscape Bed - Shrubs Each 27 \$ 60 00 \$1,620.0 120 Landscaping - Landscape Bed - Perennials & Ground Covers Each 76 \$ 35 00 \$2,975.0 121 Landscaping - Landscape Bed - Annuals Each 27 \$ 60 00 \$1,620.0 122 Landscaping - Landscape Bed - Annuals Each 76 \$ 35 00 \$2,660.0 121 Landscaping - Soil (Turf Sod) Cu Yd 138 \$ 136 50 \$1,880.0 122 Landscaping - Soil (Turf Sod) Cu Yd 138 \$ 136 50 \$1,980.0 123 Landscaping - Soil (Planting Bed) Cu Yd 52 \$ 136 50 \$1,980.0 124 Landscaping - Mulch - Double-Ground Hardwood (Tree Rings 3" Depth			Each	17	\$	1,160	00	\$19,720.00
117 Landscaping - Ornamental Trees (2.5" cal.) Each 18 \$ 570 00 \$10,260.0 118 Landscaping - Overstory Trees (2.5" cal.) Each 5 \$ 595 00 \$2,975.0 119 Landscaping - Landscape Bed - Shrubs Each 27 \$ 60 00 \$1,620.0 120 Landscaping - Landscape Bed - Perennials & Ground Covers Each 27 \$ 00 \$2,975.0 121 Landscaping - Landscape Bed - Perennials & Ground Covers Each 27 \$ 00 \$2,660.0 122 Landscaping - Landscape Bed - Annuals Each 66 \$ 30 00 \$1,880.0 122 Landscaping - Soil (Turf Sod) Cu Yd 138 \$ 136 50 \$1,883.7.0 123 Landscaping - Soil (Planting Bed) Cu Yd 52 \$ 136 50 \$7,098.0 124 Landscaping - Mulch - Double-Ground Hardwood (Tree Rings 3" Depth) Cu Yd 52 \$ 136 50 \$231.0 126 Landscaping - Mulch - Double-Ground Hardwood (Tree Rings 3" Depth) Cu Yd 2 \$ 115 50 \$231.0 126 Landscaping - Mulch -	115	Landscaping- Evergreen Trees (8'-0" ht.)	Each	24	-	710		\$17,040.00
118 Landscaping - Overstory Trees (2.5" cal.) Each 5 \$ 595 00 \$2,975.0 119 Landscaping - Landscape Bed - Shrubs Each 27 \$ 60 00 \$1,620.0 120 Landscaping - Landscape Bed - Perennials & Ground Covers Each 76 \$ 35 00 \$2,660.0 121 Landscaping - Landscape Bed - Annuals Each 66 \$ 30 00 \$1,880.0 122 Landscaping - Soil (Turf Sod) Cu Yd 138 \$ 136 50 \$18,837.0 123 Landscaping - Soil (Planting Bed) Cu Yd 52 \$ 136 50 \$18,837.0 124 Landscaping - Soil (Turf Grass) Sq Yd 830 \$ 6 75 \$5,602.5 125 Landscaping - Mulch - Double-Ground Hardwood (Tree Rings 3" Depth) Cu Yd 2 \$ 115 50 \$231.0 126 Landscaping - Mulch - 2" Buffalo River Rock Mulch (6" Depth) Cu Yd 26 \$ 346 50 \$9,009.0 127 Landscaping - Landscape Bed Edge - Metal Lin Ft 90 \$ 16 45 \$1,480.5 \$ 1,480.5 128	116	Landscaping - Ornamental Trees (2" cal.)	Each					\$1,785.00
119 Landscaping - Landscape Bed - Shrubs Each 27 \$ 60 00 \$1,620.0 120 Landscaping - Landscape Bed - Perennials & Ground Covers Each 76 \$ 35 00 \$2,660.0 121 Landscaping - Landscape Bed - Annuals Each 66 \$ 30 00 \$1,980.0 122 Landscaping - Soil (Turf Sod) Cu Yd 138 \$ 136 50 \$18,837.0 123 Landscaping - Soil (Planting Bed) Cu Yd 52 \$ 136 50 \$18,837.0 124 Landscaping - Soil (Planting Bed) Cu Yd 52 \$ 136 50 \$18,837.0 124 Landscaping - Soil (Turf Grass) Sq Yd 830 \$ 6 75 \$5,602.5 125 Landscaping - Mulch - Double-Ground Hardwood (Tree Rings 3" Depth) Cu Yd 2 \$ 115 50 \$231.0 126 Landscaping - Mulch - 2" Buffalo River Rock Mulch (6" Depth) Cu Yd 26 \$ 346 50 \$9,009.0 127 Landscaping - Landscape Bed Edge - Metal Lin Ft 90 \$ 16 45 \$1,480.5 128 Landscaping - Limesto					-			\$10,260.00
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130 Landscaping - Irrigation System - Permanent Roundabout (Rain Bird) Lump Sum 1 \$ 32,000 \$ 32,000			Ton	2			50	\$231.00
	[129							

131	Landscaping - Irrigation Stonegate Subdivision (South of Marais)*	Lump Sum	1	\$	39,850	00	\$39,850.00
132	Landscaping - Irrigation Stonegate Subdivision (North of Marais)*	Lump Sum	1	\$	28,650	00	\$28,650.00
133	Remove Exisiting Barbed Wire Fence	Lin Ft	1,734	\$	6	95	\$12,051.30
134	Remove Exisiting Woven Wire Fence	Lin Ft	3,109	\$	5	70	\$17,721.30
135	Install Fence (Temporary Chain Link - 72")	Lin Ft	130	\$	31	50	\$4,095.00
136	Entrance Monument & Sign Relocation (Heritage Park)	Lump Sum	1	\$	-	00	\$0.00
137	Remove and Relocate Heritage Park Wayfinding Signage	Lump Sum	1	\$		00	\$0.00
138	Install Monument Box	Each	2	\$	1,075	00	\$2,150.00
139	Owners Allowance (Set Price of \$400,000)*	Lump Sum	1	\$	400,000	00	\$400,000.00
140	CARS Project Sign*	Each	2	\$	800	00	\$1,600.00
* KDOT Non-Participating							

TOTAL: \$11,442,620.20

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 07-01009-R05, Price Adjustment for Asphalt Materials, in the 2007 Edition of Kansas Department of Transportation Special Provisions for the Standard Specification.

The undersigned successfully completed the bid process online at www.negometrix.com and affirms that the schedule of values table above matches the unit prices, line item amounts, and bid total amount submitted electronically.

Superior Bower Asphalt Co LLC Contractor By

Director of Preconstruction Title

1/17/2025 Date

913-238-9848 Telephone Number Mike Voorhes Contact Person

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

THIS AGREEMENT is dated as of the _____ day of _____, 2025 ("Effective Date"), by and between the City of Olathe, Kansas ("Owner") and Superior Bowen Asphalt Company, 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:

This project will improve Black Bob Road from a 2-lane roadway to a 4-lane divided arterial from 159th Street to 167th Street, including construction of a roundabout at the intersection of 167th Street. Work will include, but is not limited to, pavement, curb and gutter, storm sewer, water main, sidewalk, street lighting, landscaping and irrigation.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Black Bob Road, 159th Street to 167th Street, Improvements, City PN 3-C-008-22, CARS PN 320001402, KDOT PN 46 N-0745-01.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Olsson, Inc.

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 <u>330</u> 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 <u>360</u> 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 preceding 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 \$2,000.00 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 \$2,000.00 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.

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:

\$11,442,620.20

[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 <u>first</u> 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. <u>95%</u> percent of Work completed (with the balance being retainage) and
 - b. <u>95%</u> 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 <u>97%</u> of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less <u>200%</u> 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 and 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 <u>1</u> to <u>7</u>, inclusive).
 - 2. Performance & Maintenance bond (pages <u>1</u> to <u>6</u>, inclusive).
 - 3. Statutory bond (pages <u>1</u> to <u>5</u>, inclusive).
 - 4. Appointment of Process Agent.
 - 5. Non-collusive Affidavit of Prime Bidder.
 - 6. General Conditions (pages <u>1</u> to <u>72</u>, inclusive).
 - 7. Supplementary Conditions (pages <u>1</u> to <u>33</u>, inclusive).
 - 8. Specifications as listed in the table of contents of the Project Manual.
 - 9. Drawings (not attached but incorporated by reference) consisting of <u>280</u> sheets with each sheet bearing the following general title: <u>Roadway Improvement Plans for Black</u> <u>Bob Road (159th Street to 167th Street).</u>
 - 10. Addenda (numbers <u>1</u> to <u>6</u>, inclusive).
 - 11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages <u>1</u> to <u>3</u>, 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.
 - . 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;
- "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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

OWNER:	CONTRACTOR:						
City of Olathe, Kansas	Superior Bowen Asphalt Company, LLC						
Ву:	Ву:						
Title: <u>Mayor</u>	Title: Director, Siteworks (If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)						
Attest:	Attest:						
Title:	Title: Senior Project Manager						
Address for giving notices: P.O. Box 768	Address for giving notices:						
Olathe, KS 66051-0768	520 W. Pennway St., Suite 300						
	Kansas City, MO 64108						
	Contractor's Phone Number: (816) 921-8200						
	License No.: <i>(where applicable)</i>						
	Agent for service of process: <u>Matthew Bowen</u>						

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:

Deputy City Attorney