

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. QUANTITY	UNIT PRICE		AMOUNT DOLLARS
				DOLLARS	CENTS	
	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	1	\$ 44,100	00	\$44,100.00
11	Remove and Reconstruct Stone Columns and Relocate Wrought Iron Fence	Lump Sum	1	\$ 15,650	00	\$15,650.00
12	Adjust Existing Sanitary Sewer Manhole	Each	2	\$ 1,575	00	\$3,150.00
13	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	\$22,815.55
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

58	Install 24" RCP (Class III)	Lin Ft	895	\$ 117	60	\$105,252.00
59	Install 48" RCP (Class III)	Lin Ft	168	\$ 299	25	\$50,274.00
60	Install 54" RCP (Class III)	Lin Ft	304	\$ 393	75	\$119,700.00
61	Construct Concrete Flume	Each	3	\$ 4,750	00	\$14,250.00
62	KCMMB 4k Concrete (Cast-in-Place RCB)	Cu Yd	320	\$ 1,035	30	\$331,296.00
63	Foundation Stabilization	Cu Yd	78	\$ 73	50	\$5,733.00
64	Concrete for Seal Course	Cu Yd	34	\$ 446	25	\$15,172.50
65	Handrail	Lin Ft	582	\$ 232	05	\$135,053.10
66	Stone Rip-Rap Slope Protection (KDOT 100 Lb.)	Sq Yd	14	\$ 99	75	\$1,396.50
67	Stone Rip-Rap Slope Protection (KDOT 200 Lb.)	Sq Yd	239	\$ 99	75	\$23,840.25
68	Stone Rip-Rap Slope Protection (KDOT 1/2 Ton)	Sq Yd	518	\$ 99	75	\$51,760.50
69	Water Line Mobilization and Demobilization *	Lump Sum	1	\$ 13,125	00	\$13,125.00
70	12-inch PVC Distribution Main (Open-Cut) *	Lin Ft	6,109	\$ 109	90	\$628,616.10
71	BOL Connection to Existing 8-inch PVC - South of W 167th Ter. (Line A) *	Lump Sum	1	\$ 5,775	00	\$5,775.00
72	Connection to Existing 6-inch PVC - W 167th Ter. (Line A) *	Lump Sum	1	\$ 8,925	00	\$8,925.00
73	EOL Connection to Existing 12-inch PVC - W 167th St. (Line A) *	Lump Sum	1	\$ 5,775	00	\$5,775.00
74	BOL Connection to Existing 12-inch PVC - North of W 167th St. (Line B) *	Lump Sum	1	\$ 8,925	00	\$8,925.00
75	Connection to Existing 6-inch DIP - Marais Dr. (Line B) *	Lump Sum	1	\$ 8,190	00	\$8,190.00
76	Connection to Existing 8-inch DIP - W 165th St. (Line B) *	Lump Sum	1	\$ 8,400	00	\$8,400.00
77	EOL Connection to Existing 12-inch GV - W 159th St. (Line B) *	Lump Sum	1	\$ 2,625	00	\$2,625.00
78	12-inch Gate Valve *	Each	7	\$ 4,725	00	\$33,075.00
79	8-inch Gate Valve *	Each	1	\$ 2,625	00	\$2,625.00
80	6-inch Gate Valve *	Each	2	\$ 2,310	00	\$4,620.00
81	Fire Hydrant Installation *	Each	5	\$ 9,240	00	\$46,200.00
82	Standard Service Line Changeover *	Each	2	\$ 3,150	00	\$6,300.00
83	Service Line Changeover w/ New Road Crossing *	Each	1	\$ 4,200	00	\$4,200.00
84	Service Line Changeover w/ New Road Crossing AND New Meter Pit *	Each	2	\$ 4,725	00	\$9,450.00
85	Service Line Changeover w/ New Meter Pit *	Each	9	\$ 4,200	00	\$37,800.00
86	6" Fire Line Reconnection (16000 S Black Bob Rd.)*	Each	1	\$ 19,950	00	\$19,950.00
87	Utility Conflict - 12-inch PVC w/ 4 - 45 Degree Bends & Additional Restrained Pipe *	Each	4	\$ 9,450	00	\$37,800.00
88	Utility Conflict - 8-inch PVC w/ 4 - 45 Degree Bends & Additional Restrained Pipe *	Each	1	\$ 6,510	00	\$6,510.00
89	Utility Conflict - 6-inch PVC w/ 4 - 45 Degree Bends & Additional Restrained Pipe *	Each	1	\$ 5,775	00	\$5,775.00
90	Pressure Testing and Disinfection *	Lump Sum	1	\$ 5,250	00	\$5,250.00
91	Waterline Cash Allowance (Set Price of \$25,000)*	Lump Sum	1	\$ 25,000	00	\$25,000.00
92	Underground Infrastructure for Pedestrian Hybrid Beacon (Heritage Park Ent. & Black Bob Rd.)	Lump Sum	1	\$ 57,825	00	\$57,825.00
93	Street Lighting	Lump Sum	1	\$ 412,050	00	\$412,050.00
94	Fiber Optic Interconnect	Lump Sum	1	\$ 152,955	00	\$152,955.00
95	4" Yellow HPS-8	Lin Ft	2,040	\$ 1	30	\$2,652.00
96	6" White HPS-8	Lin Ft	14,335	\$ 1	35	\$19,352.25
97	6" White PTP	Lin Ft	1,305	\$ 6	30	\$8,221.50
98	12" Yellow PTP	Lin Ft	24	\$ 9	45	\$226.80
99	Yield Line - White Thermoplastic	Each	26	\$ 27	30	\$709.80
100	24" Stop Bar - White Thermoplastic	Lin Ft	84	\$ 31	50	\$2,646.00
101	Turn Arrow - White Thermoplastic	Each	48	\$ 300	00	\$14,400.00
102	Bicycle Rider and Arrow - White Thermoplastic	Each	22	\$ 300	00	\$6,600.00
103	Remove Existing Street Sign	Each	10	\$ 120	00	\$1,200.00
104	Permanent Street Signing (1 Sign)	Each	25	\$ 340	00	\$8,500.00
105	Permanent Street Signing (2 Signs)	Each	14	\$ 340	00	\$4,760.00
106	Permanent Street Signing (3 Signs)	Each	1	\$ 365	00	\$365.00
107	Permanent Street Signing - Reuse Existing Sign	Each	10	\$ 210	00	\$2,100.00
108	Rectangular Rapid Flashing Beacon (RRFB)	Each	8	\$ 9,600	00	\$76,800.00
109	Traffic Control	Lump Sum	1	\$ 17,115	00	\$17,115.00
110	Sodding	Sq Yd	46,089	\$ 6	80	\$313,405.20
111	Install Silt Fence	Lin Ft	13,966	\$ 2	25	\$31,423.50
112	Install Temporary Inlet Sediment Barrier (Curb Inlet)	Each	36	\$ 85	00	\$3,060.00
113	Install Temporary Inlet Sediment Barrier (Area Inlet)	Each	3	\$ 140	00	\$420.00
114	Install Temporary Ditch Check	Each	17	\$ 1,160	00	\$19,720.00
115	Landscaping- Evergreen Trees (8'-0" ht.)	Each	24	\$ 710	00	\$17,040.00
116	Landscaping - Ornamental Trees (2" cal.)	Each	3	\$ 595	00	\$1,785.00
117	Landscaping - Ornamental Trees (2.5" cal.)	Each	18	\$ 570	00	\$10,260.00
118	Landscaping - Overstory Trees (2.5" cal.)	Each	5	\$ 595	00	\$2,975.00
119	Landscaping - Landscape Bed - Shrubs	Each	27	\$ 60	00	\$1,620.00
120	Landscaping - Landscape Bed - Perennials & Ground Covers	Each	76	\$ 35	00	\$2,660.00
121	Landscaping - Landscape Bed - Annuals	Each	66	\$ 30	00	\$1,980.00
122	Landscaping - Soil (Turf Sod)	Cu Yd	138	\$ 136	50	\$18,837.00
123	Landscaping - Soil (Planting Bed)	Cu Yd	52	\$ 136	50	\$7,098.00
124	Landscaping - Sod (Turf Grass)	Sq Yd	830	\$ 6	75	\$5,602.50
125	Landscaping - Mulch - Double-Ground Hardwood (Tree Rings 3" Depth)	Cu Yd	2	\$ 115	50	\$231.00
126	Landscaping - Mulch - 2" Buffalo River Rock Mulch (6" Depth)	Cu Yd	26	\$ 346	50	\$9,009.00
127	Landscaping - Landscape Bed Edge - Metal	Lin Ft	90	\$ 16	45	\$1,480.50
128	Landscaping - Limestone Blocks - Approx. 36" L x 18" W x 18" H	Each	23	\$ 1,030	00	\$23,690.00
129	Landscaping - Aggregate - Limestone Slab Setting Bed (6" Depth)	Ton	2	\$ 115	50	\$231.00
130	Landscaping - Irrigation System - Permanent Roundabout (Rain Bird)	Lump Sum	1	\$ 32,000	00	\$32,000.00

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 Existing Barbed Wire Fence	Lin Ft	1,734	\$ 6	95	\$12,051.30
134	Remove Existing 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

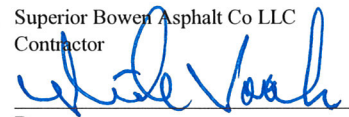
TOTAL: \$11,442,620.20

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 Bowen 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 330 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 360 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 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 (pages 1 to 7, inclusive).
 - 2. Performance & Maintenance bond (pages 1 to 6, inclusive).
 - 3. Statutory bond (pages 1 to 5, inclusive).
 - 4. Appointment of Process Agent.
 - 5. Non-collusive Affidavit of Prime Bidder.
 - 6. General Conditions (pages 1 to 72, inclusive).
 - 7. Supplementary Conditions (pages 1 to 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 280 sheets with each sheet bearing the following general title: Roadway Improvement Plans for Black Bob Road (159th Street to 167th Street).
 - 10. Addenda (numbers 1 to 6, inclusive).
 - 11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 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.

[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

By: _____

By: _____

Title: Mayor

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

Olathe, KS 66051-0768

Address for giving notices:

520 W. Pennway St., Suite 300

Kansas City, MO 64108

Contractor's Phone Number: (816) 921-8200

License No.: _____

(where applicable)

Agent for service of process:

Matthew Bowen

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
