

BID FORM
P.N. 3-P-002-24
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 Ridgeview Road Arterial Mill and Overlay Project, PN 3-P-002-24

Schedule of Values

	ITEM	UNITS	APPROX.	UNIT PRICE		AMOUNT
			QUANTITY	DOLLARS	CENTS	DOLLARS
101	Mobilization	LS	1	63,267	68	\$63,267.68
102	Contractor Construction Staking	LS	1	7,140	00	\$7,140.00
103	Clearing and Grubbing	LS	1	5,950	00	\$5,950.00
104	Removal of Asphalt Pavement	SY	123	60	25	\$7,410.75
105	Unclassified Excavation	CY	1,970	45	51	\$89,654.70
106	Compaction of Earthwork (All Types)	CY	1,609	6	82	\$10,973.38
107	Milling (2")	SY	16,587	3	16	\$52,414.92
108	Asphaltic Surface (KCMMB A2) (2")	TONS	1,959	109	54	\$214,588.86
109	Asphaltic Base Course (Modified Superpave) (4")	TONS	144	161	43	\$23,245.92
110	Aggregate Base Course (Modified AB-3) (4") (Sidewalk)	TONS	861	139	23	\$119,877.03
111	Aggregate Base Course (Modified AB-3) (6") (Roadway)	SY	240	44	31	\$10,634.40
112	Crack Repair (6" Depth)	SY	976	99	54	\$97,151.04
113	Asphalt Base Repair (4" Depth)	SY	571	55	76	\$31,838.96
114	Remove Concrete Sidewalk (4')	LF	35	27	72	\$970.20
115	Remove Concrete Sidewalk (5')	LF	1,665	16	54	\$27,539.10
116	Remove Asphalt Trail (10')	LF	1,852	26	89	\$49,800.28
117	Remove Concrete Trail (10')	LF	11	34	74	\$382.14
118	Remove Type B Curb & Gutter	LF	576	19	15	\$11,030.40
119	Remove Type C Curb & Gutter	LF	41	19	15	\$785.15
120	Remove ADA Ramp (Type I)	EA	4	446	25	\$1,785.00
121	Remove ADA Ramp (Type II)	EA	8	446	25	\$3,570.00
122	Remove Asphalt Driveway	SY	42	446	25	\$18,742.50
123	Concrete Sidewalk (4')	LF	56	36	17	\$2,025.52
124	Concrete Sidewalk (5')	LF	378	45	22	\$17,093.16
125	Concrete Sidewalk (8')	LF	2,754	45	10	\$124,205.40
126	Concrete Trail (10')	LF	1,104	69	28	\$76,485.12
127	Type B Curb & Gutter	LF	576	36	78	\$21,185.28
128	Type C Curb & Gutter	LF	41	36	78	\$1,507.98
129	ADA Ramp (Type I) (5')	EA	3	2,877	99	\$8,633.97
130	ADA Ramp (Type I) (8')	EA	2	2,877	99	\$5,755.98
131	ADA Ramp (Type II) (5')	EA	4	2,877	99	\$11,511.96
132	ADA Ramp (Type II) (8')	EA	3	2,877	99	\$8,633.97
133	ADA Ramp (Type II) (10')	EA	2	2,877	99	\$5,755.98
134	Concrete Drive Pavement (6")	SY	91	125	42	\$11,413.22
135	Remove and Replace Curb Inlet Top, Remove Flume & Patch North Wall	LS	1	4,998	00	\$4,998.00
136	Sodding	SY	7,587	11	90	\$90,285.30
137	Erosion Control	LS	1	8,092	00	\$8,092.00
138	Pavement Marking, 4" White Line (HPS-8)	LF	1,344	2	32	\$3,118.08
139	Pavement Marking, 4" Yellow Line (HPS-8)	LF	8,705	2	32	\$20,195.60
140	Pavement Marking, 6" White Line (HPS-8)	LF	949	2	67	\$2,533.83
141	Pavement Marking, 12" Yellow Line (Preformed Thermoplastic)	LF	95	11	90	\$1,130.50
142	Pavement Marking, 6" White Line (Preformed Thermoplastic)	LF	1,111	5	95	\$6,610.45
143	Pavement Marking, 12" White Line (Preformed Thermoplastic)	LF	576	11	90	\$6,854.40
144	Pavement Marking, 24" White Line (Preformed Thermoplastic)	LF	172	23	80	\$4,093.60
145	Pavement Marking, White Turn Arrow (Preformed Thermoplastic)	EA	18	238	00	\$4,284.00
146	Permanent Signing	LS	1	1,785	00	\$1,785.00
147	Street Maintenance Sales Tax Sign	EA	2	238	00	\$476.00
148	Lawn Sprinkler System Modifications (Sta. 118+35, Rt.)	LS	1	1,130	50	\$1,130.50
149	Installation of Temporary Mailboxes	EA	3	220	37	\$661.11
150	Installation of Permanent Mailboxes	EA	3	358	10	\$1,074.30
151	Traffic Control	LS	1	3,570	00	\$3,570.00
152	Remove Existing Area Inlet	EA	1	3,332	00	\$3,332.00
153	Remove Existing Storm Sewer	LF	17	63	66	\$1,082.22
154	Area Inlet (4' x 4')	EA	3	8,806	00	\$26,418.00

155	End Section (15") (RC)	EA	5	2,320	50	\$11,602.50
156	Storm Sewer (15") (RCP)	LF	312	168	38	\$52,534.56
157	Riprap (100 Lb.) (18" Depth)	SY	9	130	90	\$1,178.10
TOTAL:						\$1,400,000.00
OWNER'S CONTINGENCY ALLOWANCE:						\$30,000.00
GRAND TOTAL:						\$1,430,000.00

ASPHALT MATERIAL INDEX:

The price included for Asphaltic Concrete Surface will be based on the computed monthly Asphalt Material Index for February 2024, 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, 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 app.negometrix.com and affirms that the schedule of values table above matches the unit prices, line item amounts, and bid total amount submitted electronically.

McAnany Construction, Inc

Contractor

ZACHARY TINCHER

By

PROJECT MANAGER

Title

2/20/2024

Date

913-631-5440

Telephone Number

ZACHARY 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 McANAMY 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:

Mill and overlay on Ridgeview Road (159th Street to 165th Street) including base and subgrade repairs (as needed), concrete curb and sidewalk replacement, installation of ADA compliant sidewalk ramps, installation of 8’ wide shared use path on the east side, installation of asphalt shoulders and ditch regrading (165th Street to 164th Street), placement of pavement markings, and storm sewer improvements.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Ridgeview Road Arterial Mill and Overlay Project, Project No. 3-P-002-24.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by HNTB Corporation.

3.02 The Owner has retained HNTB Corporation (“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 70 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 June 3, 2024.

C. The Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by October 11, 2024.

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 \$1,000.00 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 \$500.00 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:

\$ 1,430,000.00

[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 (pages EJCDC C-520-1 to EJCDC C-520-7, inclusive).
 - 2. Performance & Maintenance bond (pages to EJCDC C-520-8 to to EJCDC C-520-13, inclusive).
 - 3. Statutory bond (pages to EJCDC C-520-14 to to EJCDC C-520-18, inclusive).
 - 4. Appointment of Process Agent (page to EJCDC C-520-19, inclusive).
 - 5. Non-collusive Affidavit of Prime Bidder (page to EJCDC C-520-20, inclusive).
 - 6. General Conditions (page to EJCDC C-700-1, to EJCDC C-700-65, 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 thirty-eight sheets with the Drawings listed on the attached sheet index.
 - 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:

CONTRACTOR:

City of Olathe, Kansas

McAnany Construction, Inc.

By:

By:

ZACHARY TINCHEK

Title: Mayor

Title: PROJECT MANAGER

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

Attest:

Attest:

BENJAMIN ANANY

Title:

Title:

VICE PRESIDENT

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

License No.:

(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