

BID FORM
P.N. 3-C-041-23
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, 153rd Terrace to 159th Street, City PN 3-C-041-23, CARS PN 320001523.

Schedule of Values

	ITEM	UNITS	APPROX.		UNIT PRICE		AMOUNT
			QUANTITY		DOLLARS	CENTS	DOLLARS
	P.N. 3-C-041-23 (Black Bob Road, 153rd Terrace to 159th Street)						
1	Mobilization	Lump Sum	1		\$414,500	00	\$414,500.00
2	Constuction Staking	Lump Sum	1		\$227,990	00	\$227,990.00
3	Clearing & Grubbing	Lump Sum	1		\$32,100	00	\$32,100.00
4	Tree Removal	Lump Sum	1		\$31,500	00	\$31,500.00
5	Remove Existing Asphalt Pavement	Sq Yd	28,152		\$7	80	\$219,585.60
6	Remove Existing Concrete Pavement	Sq Yd	716		\$19	40	\$13,890.40
7	Remove Existing Concrete Curb & Gutter	Lin Ft	7,783		\$6	85	\$53,313.55
8	Remove Existing Concrete Sidewalk	Lin Ft	5,864		\$5	50	\$32,252.00
9	Removal of Existing Drainage Structures	Lump Sum	1		\$89,250	00	\$89,250.00
10	Removal and Reconstruction of Entrance Monument Sign	Each			\$0	0	\$0
11	Remove Existing Guard Rail	Lin Ft	304		\$20	50	\$6,232.00
12	Adjust Existing Sanitary Sewer Manhole	Each	1		\$4,200	00	\$4,200.00
13	Unclassified Excavation	Cu Yd	35,310		\$21	75	\$767,992.50
14	Compaction of Earthwork (All Types)	Cu Yd	13,396		\$8	35	\$111,856.60
15	Class I Excavation	Cu Yd	237		\$76	65	\$18,166.05
16	Class II Excavation	Cu Yd	194		\$76	65	\$14,870.10
17	KCMMB 4K Concrete	Cu Yd	364		\$1,545	75	\$562,653.00
18	KCMMB 4K Concrete (Corral Rail on Approach Slab)	Cu Yd	7		\$1,326	70	\$9,286.90
19	KCMMB 4K Concrete (Knee Wall on Sidewalk)	Cu Yd	14		\$1,326	50	\$18,571.00
20	Reinforcing Steel (Grade 60) (Epoxy Coated)	Lbs	55,730		\$1	50	\$83,595.00
21	Reinforcing Steel (Grade 60) (Epoxy Coated) (Approach Slab)	Lbs			\$0	0	\$0
22	Reinforcing Steel (Grade 60) (Epoxy Coated) (Corral Rail on Approach Slab)	Lbs	1,274		\$4	85	\$6,178.90
23	Reinforcing Steel (Grade 60) (Epoxy Coated) (Knee Wall on Sidewalk)	Lbs	1,983		\$5	95	\$11,798.85
24	Pile (Steel) (HP 14x73)	Lin Ft	564		\$129	20	\$72,868.80
25	Pre-Drilled Pile Holes	Lin Ft	516		\$44	60	\$23,013.60
26	Prestressed Concrete Beam (K3)	Lin Ft	737		\$335	05	\$246,931.85
27	Prestressed Concrete Panels	Sq Ft	3,568		\$18	60	\$66,364.80
28	Bridge Handrail (Metal) (4'-6")	Lin Ft	176		\$200	55	\$35,296.80
29	Bridge Handrail (Metal) (1'-10")	Lin Ft	175		\$168	00	\$29,400.00
30	Concrete Masonry Coating (Bridge & Corral Rail on Approach Slab)	Sq Yd	77		\$159	40	\$12,273.80
31	Abutment Aggregate Drain	Cu Yd	288		\$220	45	\$63,489.60
32	Bridge Backwall Protection System	Sq Yd	216		\$49	00	\$10,584.00
33	Bridge Slope Protection (Rip Rap Stone) (Light 200) (3'-0")	Cu Yd	1,883		\$107	35	\$202,140.05
34	Geotextile Fabric	Sq Yd	1,909		\$13	25	\$25,294.25
35	Curing Environment	Lump Sum	1		\$5,735	00	\$5,735.00
36	Electric Conduit (2") (Non-Metallic)	Lin Ft	178		\$21	00	\$3,738.00
37	Multi-Layer Polymer Conrete Overlay	Sq Yd	729		\$130	40	\$95,061.60
38	Concrete Pavement (7.5" Uniform) (AE)	Sq Yd	45		\$257	70	\$11,596.50
39	Concrete Pavement (10" Uniform) (AE) (BR APP)	Sq Yd	293		\$166	15	\$48,681.95
40	Modified Type E Curb	Lin Ft	178		\$68	50	\$12,193.00
41	Drilling and Grouting	Each	450		\$7	20	\$3,240.00
42	Sidewalk Construction (Knee Wall) (8") (Reinforced)	Sq Yd	37		\$202	60	\$7,496.20
43	Sidewalk Construction (Knee Wall) (10") (Reinforced)	Sq Yd	89		\$229	30	\$20,407.70
44	Simulated Stone Masonry Stain	Sq Yd	31		\$1,159	00	\$35,929.00
45	Impact Attenuator (TAU-M) (TL3)	Each	2		\$31,500	00	\$63,000.00
46	Install 2" Asphaltic Concrete Surface (KCMMB A2)	Ton	4,367		\$95	85	\$418,576.95
47	Install 8" Asphaltic Concrete Base (KCMMB Mix)	Ton	927		\$80	20	\$74,345.40
48	Install 10" Asphaltic Concrete Base (KCMMB Mix)	Ton	21,726		\$79	60	\$1,729,389.60
49	Install 2" Asphaltic Concrete Base (BM-2B OR BM-2BFR)	Ton	320		\$94	30	\$30,176.00
50	Install 6" Asphaltic Concrete Base (BM-2B OR BM-2BFR)	Ton	958		\$81	10	\$77,693.80
51	Install 6" Aggregate Base Course (Modified AB-3)	Sq Yd	50,713		\$9	05	\$458,952.65
52	2" Milling	Sq Yd	1,439		\$1	75	\$2,518.25
53	Install Concrete Base Widening	Sq Yd	18		\$246	25	\$4,432.50

54	Install Type "A" Concrete Curb & Gutter	Lin Ft	1,133	\$25	10	\$28,438.30
55	Install Type "B" Concrete Curb & Gutter	Lin Ft	10,555	\$22	25	\$234,848.75
56	Install Type "C" Concrete Curb & Gutter	Lin Ft	103	\$19	95	\$2,054.85
57	Install Type "E" Concrete Curb & Gutter	Lin Ft	5,589	\$24	70	\$138,048.30
58	Install Concrete Ramp Curb	Lin Ft	682	\$9	90	\$6,751.80
59	Install Concrete Median Nose	Each	16	\$3,535	00	\$56,560.00
60	Install Median Brick Pavers	Sq Yd	1,034	\$236	95	\$245,006.30
61	Install Stamped Concrete	Sq Yd	236	\$164	40	\$38,798.40
62	Install 4" Concrete Sidewalk	Sq Ft	61,473	\$5	20	\$319,659.60
63	Install Type I Sidewalk Ramp	Each	18	\$3,415	00	\$61,470.00
64	Install Sidewalk with Abutting Retaining Wall	Cu Yd	241	\$1,840	35	\$443,524.35
65	Install 6" Residential Concrete Driveway	Sq Yd	606	\$96	70	\$58,600.20
66	Install 7" Commercial Concrete Driveway	Sq Yd	406	\$119	95	\$48,699.70
67	Install Paver Brick Driveway	Sq Yd	38	\$238	70	\$9,070.60
68	Install 6" Underdrain	Lin Ft	1,770	\$36	75	\$65,047.50
69	Install 4'x4' Area Inlet	Each	3	\$8,137	50	\$24,412.50
70	Install 5'x4' Area Inlet	Each	1	\$9,975	00	\$9,975.00
71	Install 6'x4' Area Inlet	Each	1	\$9,450	00	\$9,450.00
72	Install 4'x4' Curb Inlet	Each	3	\$8,400	00	\$25,200.00
73	Install 4'x5' Curb Inlet	Each	2	\$9,450	00	\$18,900.00
74	Install 6'x4' Curb Inlet	Each	13	\$9,450	00	\$122,850.00
75	Install 6'x5' Curb Inlet	Each	3	\$9,765	00	\$29,295.00
76	Install 6'x6' Curb Inlet	Each	8	\$10,605	00	\$84,840.00
77	Install 8'x4' Curb Inlet	Each	9	\$9,870	00	\$88,830.00
78	Install 8'x5' Curb Inlet	Each	1	\$11,025	00	\$11,025.00
79	Install 8'x6' Curb Inlet	Each	2	\$12,075	00	\$24,150.00
80	Install 4'x3' Curb Inlet (Non-Setback)	Each	1	\$7,350	00	\$7,350.00
81	Install 4'x4' Curb Inlet (Non-Setback)	Each	1	\$8,400	00	\$8,400.00
82	Install 6'x4' Curb Inlet (Non-Setback)	Each	1	\$9,450	00	\$9,450.00
83	Install 6'x5' Curb Inlet (Non-Setback)	Each	1	\$9,765	00	\$9,765.00
84	Install 8'x4' Curb Inlet (Non-Setback)	Each	2	\$9,870	00	\$19,740.00
85	Install 8'x6' Curb Inlet (Non-Setback)	Each	2	\$12,075	00	\$24,150.00
86	Install 4'x4' Junction Box	Each	1	\$8,925	00	\$8,925.00
87	Install 4'x4' Shallow Junction Box	Each	1	\$7,875	00	\$7,875.00
88	Install 4'x6' Junction Box	Each	3	\$11,025	00	\$33,075.00
89	Install 6'x4' Junction Box	Each	1	\$10,605	00	\$10,605.00
90	Install 7'x7' Junction Box	Each	1	\$13,650	00	\$13,650.00
91	Install 15" End Section (RC)	Each	4	\$1,102	50	\$4,410.00
92	Install 24" End Section (RC)	Each	1	\$1,365	00	\$1,365.00
93	Install 48" End Section (RC)	Each	1	\$2,415	00	\$2,415.00
94	Adjustment of Existing Storm Structure	Each	2	\$3,675	00	\$7,350.00
95	Install Concrete Pipe Collar (36")	Each	1	\$3,675	00	\$3,675.00
96	Install 15" RCP (Class III)	Lin Ft	1,864	\$118	65	\$221,163.60
97	Install 18" RCP (Class III)	Lin Ft	550	\$120	75	\$66,412.50
98	Install 24" RCP (Class III)	Lin Ft	594	\$131	25	\$77,962.50
99	Install 29"x18" RCAP	Lin Ft	197	\$183	75	\$36,198.75
100	Install 36" RCP (Class III)	Lin Ft	946	\$194	25	\$183,760.50
101	Install 42" RCP (Class III)	Lin Ft	780	\$236	25	\$184,275.00
102	Install 48" RCP (Class III)	Lin Ft	1,748	\$288	75	\$504,735.00
103	Handrail	Lin Ft	239	\$200	55	\$47,931.45
104	Stone Rip-Rap Slope Protection (KDOT 100 LB)	Sq Yd	5	\$420	00	\$2,100.00
105	Remove Existing Fire Hydrant Assembly	Each	6	\$1,260	00	\$7,560.00
106	Install Fire Hydrant Assembly	Each	9	\$10,500	00	\$94,500.00
107	Install 4" Ductile Iron Pipe	Lin Ft	12	\$210	00	\$2,520.00
108	Install 6" Ductile Iron Pipe	Lin Ft	150	\$126	00	\$18,900.00
109	Install 8" Ductile Iron Pipe	Lin Ft	10	\$252	00	\$2,520.00
110	Install 12" Ductile Iron Pipe	Lin Ft	3,986	\$136	50	\$544,089.00
111	Jack and Bore 12" Pipe	Lin Ft	113	\$472	50	\$53,392.50
112	4" 90 Degree Bend	Each	1	\$446	25	\$446.25
113	6" 45 Degree Bend	Each	2	\$525	00	\$1,050.00
114	12" 22.5 Degree Bend	Each	5	\$1,260	00	\$6,300.00
115	12" 45 Degree Bend	Each	58	\$1,365	00	\$79,170.00
116	12" x 4" Tee	Each	1	\$1,496	25	\$1,496.25
117	12" x 6" Tee	Each	11	\$1,522	50	\$16,747.50
118	12" Tee	Each	6	\$1,995	00	\$11,970.00
119	12" x 6" Reducer	Each	3	\$840	00	\$2,520.00
120	12" x 8" Reducer	Each	2	\$892	50	\$1,785.00
121	6" Solid Sleeve	Each	3	\$525	00	\$1,575.00

122	8" Solid Sleeve	Each	1	\$630	00	\$630.00
123	12" Solid Sleeve	Each	9	\$1,050	00	\$9,450.00
124	Install 4" Gate Valve	Each	1	\$1,312	50	\$1,312.50
125	Install 6" Gate Valve	Each	2	\$3,412	50	\$6,825.00
126	Install 12" Gate Valve	Each	25	\$4,672	50	\$116,812.50
127	Install 4" Water Meter	Each	1	\$21,000	00	\$21,000.00
128	Install 3/4" Type K Copper Service Line	Lin Ft	131	\$157	50	\$20,632.50
129	Install 1" Type K Copper Service Line	Lin Ft	15	\$315	00	\$4,725.00
130	Install 3" Type K Copper Service Line	Lin Ft	10	\$630	00	\$6,300.00
131	Install 12" Air Release Valve	Each	4	\$12,600	00	\$50,400.00
132	Install Straddle Block	Each	8	\$1,837	50	\$14,700.00
133	Plug Existing Water Main w/ Concrete	Each	14	\$1,785	00	\$24,990.00
134	Remove Existing Fire Connection	Each	1	\$1,575	00	\$1,575.00
135	Abandon Existing Water Valve	Each	3	\$1,785	00	\$5,355.00
136	Remove Existing Water Valve	Each	1	\$1,575	00	\$1,575.00
137	Connect to Existing Pipe	Each	14	\$5,250	00	\$73,500.00
138	Traffic Signal Modification (159th & Black Bob)	Lump Sum	1	\$322,875	00	\$322,875.00
139	Street Lighting	Lump Sum	1	\$448,350	00	\$448,350.00
140	Fiber Optic Interconnect	Lump Sum	1	\$27,300	00	\$27,300.00
141	4" Yellow Thermoplastic	Lin Ft	6,173	\$0	95	\$5,864.35
142	6" White Thermoplastic	Lin Ft	7,755	\$1	00	\$7,755.00
143	12" Crosswalk Line - Yellow	Lin Ft	152	\$5	25	\$798.00
144	24" Stop Bar - White Thermoplastic	Lin Ft	174	\$12	60	\$2,192.40
145	Turn Arrow - White Thermoplastic	Each	89	\$105	00	\$9,345.00
146	Bicycle Rider and Arrow - White Thermoplastic	Each	1	\$210	00	\$210.00
147	Permanent Street Signing	Each	24	\$265	00	\$6,360.00
148	Permanent Sign Relocation	Each	7	\$265	00	\$1,855.00
149	Permanent Street Signing - Remove Existing Sign	Each	12	\$10	50	\$126.00
150	Traffic Control	Lump Sum	1	\$40,425	00	\$40,425.00
151	Sodding	Sq Yd	27,978	\$5	35	\$149,682.30
152	Install Silt Fence	Lin Ft	7,212	\$1	75	\$12,621.00
153	Install Temporary Inlet Sediment Barrier (Curb Inlet)	Each	51	\$105	00	\$5,355.00
154	Install Temporary Inlet Sediment Barrier (Area Inlet)	Each	6	\$105	00	\$630.00
155	Install Temporary Ditch Check	Each	7	\$735	00	\$5,145.00
156	Irrigation Relocation (Set)	Lump Sum	1	7,500		\$7,500.00
157	Remove Existing Fence (Woven Wire)	Lin Ft	619	\$8	20	\$5,075.80
158	Install Monument Box	Each	2	\$2,765	00	\$5,530.00
159	Owners Allowance (Set)	Lump Sum	1	500,000		\$500,000.00
160	CARS Project Sign	Each	2	\$315	00	\$630.00
161	12 inch Subgrade Stabilization (Estimate 5% Cement)	Sq Yd	10,000	\$11	00	\$110,000.00
162	Temporary Seeding	Acres	2	\$2,625	00	\$5,250.00
163	Install Type II Sidewalk Ramp	Each	4	\$3,415	00	\$13,660.00
	P.N. 3-P-002-25 (Black Bob Road, 153rd Terrace to 151st Street)					
201	REMOVE TYPE "B" CONCRETE CURB & GUTTER	Lin Ft	252	\$11	50	\$2,898.00
202	REMOVE TYPE "E" CONCRETE CURB & GUTTER	Lin Ft	112	\$11	50	\$1,288.00
203	REMOVE CONCRETE SIDEWALK (5')	Lin Ft	73	\$11	70	\$854.10
204	REMOVE SIDEWALK RAMP TYPE I	Each	2	\$320	70	\$641.40
205	REMOVE CONCRETE SHARED USE PATH (8')	Lin Ft	120	\$21	40	\$2,568.00
206	2" MILLING	Sq Yd	9,474	\$1	75	\$16,579.50
207	2" MODIFIED ASPHALTIC CONCRETE SURFACE (KCMMB A2)	Ton	1,100	\$95	10	\$104,610.00
208	6" DEPTH CRACK REPAIR	Sq Yd	148	\$215	15	\$31,842.20
209	INSTALL TYPE "B" CONCRETE CURB & GUTTER	Lin Ft	252	\$51	25	\$12,915.00
210	INSTALL TYPE "E" CONCRETE CURB & GUTTER	Lin Ft	112	\$55	15	\$6,176.80
211	INSTALL TYPE I SIDEWALK RAMP	Each	2	\$2,065	00	\$4,130.00
212	INSTALL CONCRETE SIDEWALK (5')	Lin Ft	73	\$73	10	\$5,336.30
213	INSTALL CONCRETE SHARED USE PATH (8')	Lin Ft	120	\$72	50	\$8,700.00
214	INSTALL AND REMOVE SMST SIGN	Each	2	\$105	00	\$210.00
215	6" SOLID WHITE LANE LINE (THERMOPLASTIC)	Lin Ft	1,000	\$1	00	\$1,000.00
216	6" BROKEN WHITE LANE LINE (THERMOPLASTIC)	Lin Ft	2,365	\$1	00	\$2,365.00
217	6" SOLID WHITE CROSSWALK LINE (PTP)	Lin Ft	498	\$3	15	\$1,568.70
218	24" SOLID WHITE STOP LINE (PTP)	Lin Ft	153	\$12	60	\$1,927.80
219	SOLID WHITE LEFT-TURN ARROW (PTP)	Each	12	\$105	00	\$1,260.00
220	SOLID WHITE RIGHT-TURN ARROW (PTP)	Each	5	\$105	00	\$525.00
221	TRAFFIC SIGNAL MODIFICATION (151ST & BLACK BOB)	Lump Sum	1	\$19,060	00	\$19,060.00
222	TRAFFIC SIGNAL MODIFICATION (151ST & HYVEE)	Lump Sum	1	\$22,050	00	\$22,050.00
						TOTAL: \$13,472,214.20

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 the current month is not available at the time of bid opening, the index value for the month prior to bid opening shall be used, as listed at the following web site, <http://www.ksdot.org/burconsmain/ppreq/asphaltpriceindex.asp>. The bid unit price for Asphaltic Concrete Surface shall be adjusted in subsequent months based on specification number 15-01009, 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.bonfire.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 Mathew Bowen

COO

Title

February 9th, 2026

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 _____, 20____ (“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 153rd Terrace to 159th Street from a 2-lane rural roadway to a 4-lane divided arterial section. Improvements will include a new single-span prestressed concrete bridge, new pavement construction, curb and gutter, medians, streetlights, sidewalks, and storm sewers.

This project will mill and overlay Black Bob Road, from 153rd Terrace to 151st Street. Improvements will include new pavement, curb, sidewalk, traffic signal modifications and crack repairs.

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, 153rd Terrace to 159th Street, Improvements City Project No. 3-C-041-23, CARS Project Number 320001523, and Arterial Mill and Overlay Black Bob Road, 153rd Terrace to 151st Street, PN 3-P-002-25.

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 486 days after the date when the Contract Times commence to run or June 30, 2027, whichever is sooner, 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 516 days after the date when the Contract Times commence to run or July 30, 2027, whichever is sooner.

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. **Milestone No. 1. Completion of Phase 1. All work within Phase 1 must be substantially complete within 183 days from the Notice to Proceed or August 31, 2026, whichever occurs first.**
 - a. Contractor shall pay Owner \$2,300 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.
 2. **Milestone No. 2. Completion of Phase 2. All work within Phase 2 must be substantially complete within 425 days from the Notice to Proceed or April 30, 2027, whichever occurs first.**
 - a. Contractor shall pay Owner \$2,300 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 2, until Milestone 2 is achieved
 3. **Milestone No. 3. Completion of Phase 3. All work within Phase 3 must be substantially complete within 486 days from the Notice to Proceed or June 30, 2027, whichever occurs first.**
 - a. Contractor shall pay Owner \$2,300 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 3, until Milestone 3 is achieved.
 4. Substantial Completion: Contractor shall pay Owner \$4,300.00 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.
 5. 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 \$4,300.00 for each day that expires after such time until the Work is completed and ready for final payment.
 6. 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:

\$13,472,214.20

[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 8, 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 330 sheets with each sheet bearing the following general title: Roadway Improvement Plans for Black Bob Road 153rd Terrace to 159th Street and Arterial Mill and Overlay Black Bob Road 153rd Terrace to 151st Street.
 10. Addenda (numbers 1 to 3, inclusive).
 11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 4, 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:

City of Olathe, Kansas

By: _____

Title: Mayor

Attest: _____

Title: _____

Address for giving notices:

P.O. Box 768
Olathe, KS 66051-0768

CONTRACTOR:

Superior Bowen Asphalt Company, LLC

By: _____

Title: Vice President, Siteworks

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

Attest: _____

Title: Senior Project Manager

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:

City Attorney/Deputy City Attorney/
Assistant City Attorney