

BID FORM  
P.N. 2-C-016-22 / SMP IC-09-056  
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 Indian Creek - Lindenwood, Jamestown to Arrowhead Stormwater Improvements Project No. 2-C-016-22 / SMP IC-09-056.

Schedule of Values

	ITEM	UNITS	APPROX.		UNIT PRICE		AMOUNT
			QUANTITY		DOLLARS	CENTS	
	<b>Street Improvements</b>						
1	Mobilization	LS	1		245,000	00	\$245,000.00
2	Contractor Construction Staking	LS	1		25,000	00	\$25,000.00
3	Clearing and Grubbing	LS	1		125,000	00	\$125,000.00
4	Unclassified Excavation	CY	28,319		21	00	\$594,699.00
5	Compaction of Earthwork	CY	4,296		3	50	\$15,036.00
6	Remove Existing Pavement	SY	4,034		12	00	\$48,408.00
7	Remove Existing Driveway	SY	117		25	00	\$2,925.00
8	Sidewalk Removal	LF	2,729		4	75	\$12,962.75
9	Removal of Exist. Structures	LS	1		125,000	00	\$125,000.00
10	Cold Milling	SY	210		17	25	\$3,622.50
11	Full Depth Street Patch	EA	5		9,200	00	\$46,000.00
12	2" Asphaltic Concrete Surface (BM-2FR)	TONS	374		115	00	\$43,010.00
13	6" Asphaltic Concrete Base (BM-2BFR)	TONS	233		145	00	\$33,785.00
14	8" Asphaltic Concrete Base (BM-2BFR)	TONS	1,076		90	00	\$96,840.00
15	Aggregate Base Course (AB-3 Modified) (6")	SY	3,458		15	00	\$51,870.00
16	Aggregate Base Course (AB-3 Modified) (4")	SY	1,342		15	00	\$20,130.00
17	Subgrade Repair (Geogrid) (Est.)	SY	2,776		5	25	\$14,574.00
18	Concrete Pavement (10" Unif.) (AE) (Br App)	CY	52		595	00	\$30,940.00
19	Install Curb and Gutter (Type A)	LF	271		52	00	\$14,092.00
20	Install Curb and Gutter (Type B)	LF	1,935		30	00	\$58,050.00
21	Concrete Safety Barrier	LF	92		110	00	\$10,120.00
22	4" Asphaltic Concrete Surface (BM-2FR)	TONS	77		235	00	\$18,095.00
23	Install Concrete Sidewalk	SF	13,601		5	00	\$68,005.00
24	Concrete Sidewalk Construction (Br App)	SF	639		25	00	\$15,975.00
25	Stamped Concrete	SF	102		52	00	\$5,304.00
26	Install Type I Sidewalk Ramp	EA	3		3,000	00	\$9,000.00
27	Install Type II Sidewalk Ramp	EA	3		3,500	00	\$10,500.00
28	Install Type III Sidewalk Ramp	EA	2		4,000	00	\$8,000.00
29	Install Concrete Drive (6")	SY	112		130	00	\$14,560.00
30	Adjust Existing Sanitary Sewer Manhole	EA	3		3,500	00	\$10,500.00
31	Adjust Existing Sanitary Sewer Manhole & Install Bolt-Down Locking Floodplain Lid	EA	2		3,000	00	\$6,000.00
32	Install Bolt-Down Locking Floodplain Lid	EA	2		2,500	00	\$5,000.00
33	Adjust. Exist. Water Valve Box or Meter Box	EA	2		500	00	\$1,000.00
34	6' x 4' Curb Inlet	EA	11		7,500	00	\$82,500.00
35	8' x 4' Curb Inlet	EA	2		10,500	00	\$21,000.00
36	10' x 4' Curb Inlet	EA	1		9,500	00	\$9,500.00
37	6' x 6' Non-Setback Curb Inlet	EA	1		9,500	00	\$9,500.00
38	8' x 5' Non-Setback Curb Inlet	EA	1		11,000	00	\$11,000.00
39	8' x 8' Area Inlet	EA	1		13,500	00	\$13,500.00
40	4' x 4' Junction Box	EA	3		7,500	00	\$22,500.00
41	4' x 7' Junction Box	EA	1		11,000	00	\$11,000.00
42	4' x 8' Junction Box	EA	1		12,000	00	\$12,000.00
43	6' x 5' Junction Box	EA	1		11,000	00	\$11,000.00
44	Concrete Collar	EA	2		1,500	00	\$3,000.00
45	Storm Sewer (15") (RCP)	LF	309		97	00	\$29,973.00
46	Storm Sewer (18") (RCP)	LF	125		120	00	\$15,000.00
47	Storm Sewer (24") (RCP)	LF	327		142	00	\$46,434.00
48	Storm Sewer (36") (RCP)	LF	78		180	00	\$14,040.00
49	Storm Sewer (48") (RCP)	LF	89		280	00	\$24,920.00
50	Storm Sewer (66") (RCP)	LF	209		470	00	\$98,230.00
51	End Section (15") (RC)	EA	1		1,700	00	\$1,700.00
52	End Section (18") (RC)	EA	1		2,000	00	\$2,000.00
53	End Section (24") (RC)	EA	3		2,200	00	\$6,600.00
54	End Section (48") (RC)	EA	1		4,000	00	\$4,000.00
55	End Section (66") (RC)	EA	1		7,000	00	\$7,000.00

56	Slope Protection (Riprap Stone)(200 LB.)	CY	4,099	105	00	\$430,395.00
57	Slope Protection (Riprap Stone)(100 LB.)	CY	311	105	00	\$32,655.00
58	Bedding for Slope Protection (6")	CY	1,066	75	00	\$79,950.00
59	4' Dia. Manhole (Sanitary) with Install Bolt-Down Locking Floodplain Lid	EA	1	11,000	00	\$11,000.00
60	5' Dia. Manhole (Sanitary)	EA	2	14,500	00	\$29,000.00
61	5' Dia. Manhole (Sanitary) with Install Bolt-Down Locking Floodplain Lid	EA	7	15,000	00	\$105,000.00
62	Sanitary Sewer (8") (PVC SDR 26)	LF	40	150	00	\$6,000.00
63	Sanitary Sewer (12") (PVC SDR 26)	LF	203	290	00	\$58,870.00
64	Sanitary Sewer (15") (PVC SDR 26)	LF	164	340	00	\$55,760.00
65	Sanitary Sewer (30") (PVC PS 115)	LF	983	420	00	\$412,860.00
66	Concrete Encasement (Sanitary)	LF	307	400	00	\$122,800.00
67	Caged Reinforced Concrete Encasement (Sanitary)	LF	148	600	00	\$88,800.00
68	6" Service Line (SDR 26) (Sanitary)	LF	32	100	00	\$3,200.00
69	Flowable Fill	CY	143	300	00	\$42,900.00
70	6" Waterline (DIP) (Polywrapped) (Pressure Class 350)	LF	28	240	00	\$6,720.00
71	8" Waterline (DIP) (Polywrapped) (Pressure Class 350)	LF	422	270	00	\$113,940.00
72	12" Waterline (DIP) (Polywrapped) (Pressure Class 350)	LF	319	290	00	\$92,510.00
73	Gate Valve (8")	EA	1	2,000	00	\$2,000.00
74	Straddle Block (6")	EA	5	500	00	\$2,500.00
75	Straddle Block (8")	EA	2	1,000	00	\$2,000.00
76	Straddle Block (12")	EA	4	1,500	00	\$6,000.00
77	Concrete Encasement (Waterline)	LF	86	300	00	\$25,800.00
78	Relocate Fire Hydrant	EA	2	7,500	00	\$15,000.00
79	Fence (Chain Link) (48")	LF	147	24	00	\$3,528.00
80	Fence (Chain Link) (60")	LF	38	39	00	\$1,482.00
81	Fence (Wood Privacy) (48")	LF	76	24	50	\$1,862.00
82	Fence (Wood Privacy) (72")	LF	583	58	00	\$33,814.00
83	Gate (Wood Privacy) (48")	EA	1	180	00	\$180.00
84	Gate (Wood Privacy) (72")	EA	1	350	00	\$350.00
85	Salvage & Reconstruct Monument	EA	1	4,200	00	\$4,200.00
86	Install Relocated Bench	EA	1	1,800	00	\$1,800.00
87	Relocate and Reset Shed (Tract 3)	EA	1	4,800	00	\$4,800.00
88	Relocate and Reset Shed (Tract 4)	EA	1	4,800	00	\$4,800.00
89	Relocate and Reset Shed and Landscaping Rock (Tract 7)	EA	1	4,800	00	\$4,800.00
90	Railroad Tie Wall (Tract 24)	EA	1	6,500	00	\$6,500.00
91	Class I Excavation (Pawnee Bridge)	CY	96	55	00	\$5,280.00
92	Class II Excavation (Pawnee Bridge)	CY	306	98	00	\$29,988.00
93	Concrete (Grade 4.0)(AE) (Pawnee Bridge)	CY	135.20	980	00	\$132,496.00
94	Concrete (Grade 4.0)(AE)(SA) (Pawnee Bridge)	CY	306.40	1,075	00	\$329,380.00
95	Reinforcing Steel (Grade 60) (Pawnee Bridge)	LB	19,840	1	75	\$34,720.00
96	Reinforcing Steel (Grade 60)(Epoxy Coated) (Pawnee Bridge)	LB	70,230	1	90	\$133,437.00
97	Drilled Shaft (30") (Pawnee Bridge)	LF	167.50	605	00	\$101,337.50
98	Sonic Test (Drilled Shaft)(Set Price) (Pawnee Bridge)	EA	1	1,800	00	\$1,800.00
99	Bridge Handrail (Metal)(Spec.) (Pawnee Bridge)	LF	161	162	00	\$26,082.00
100	Bridge Handrail (Metal)(4'-6") (Pawnee Bridge)	LF	166	207	00	\$34,362.00
101	Abutment Aggregate Drain (Pawnee Bridge)	CY	96	212	00	\$20,352.00
102	Bridge Backwall Protection System (Pawnee Bridge)	SY	68	70	00	\$4,760.00
103	Multi-Layer Polymer Concrete Overlay (Pawnee Bridge)	SY	510.90	96	00	\$49,046.40
104	Concrete Masonry Coating (Pawnee Bridge)	SY	85	80	00	\$6,800.00
105	Prefabricated Bridge (Steel)(78ft) (Pedestrian Bridge)	LS	1	120,000	00	\$120,000.00
106	Concrete (Grade 4.0)(AE) (Pedestrian Bridge)	CY	14.20	1,325	00	\$18,815.00
107	Reinforcing Steel (Grade 60) (Pedestrian Bridge)	LB	1,180	3	75	\$4,425.00
108	Re-deck Existing Pedestrian Bridge	LS	1	65,000	00	\$65,000.00
109	Sodding	SY	5,599	7	00	\$39,193.00
110	Seeding (Lawn Grass)	SY	7,802	1	00	\$7,802.00
111	Seeding (Wildflower Planting)	SY	690	1	65	\$1,138.50
112	Seeding (Flood Bench Seeding)	SY	4,672	1	25	\$5,840.00
113	Deep Cell Plug (Native Grasses)	EA	1,424	10	00	\$14,240.00
114	Turf Reinforcement Mat (TRM) (Permanent)	SY	6,461	5	00	\$32,305.00
115	Turf Reinforcement Mat (TRM) (Temporary)	SY	2,796	2	00	\$5,592.00
116	Tree Replacement	EA	115	715	00	\$82,225.00
117	Temporary Seeding & Mulching	Acre	5.44	1,500	00	\$8,160.00
118	Erosion Control	LS	1	14,500	00	\$14,500.00
119	Street Lighting Installation	LS	1	55,000	00	\$55,000.00
120	Permanent Signing & Striping	LS	1	9,000	00	\$9,000.00
121	SMP Project Sign	EA	2	1,500	00	\$3,000.00
122	Traffic Control	LS	1	7,500	00	\$7,500.00
123	As-Built Plans	LS	1	1,500	00	\$1,500.00
BID TOTAL:						\$5,464,252.65

OWNER'S CONTINGENCY ALLOWANCE:	\$150,000.00
2-C-016-22 GRAND TOTAL:	\$5,614,252.65

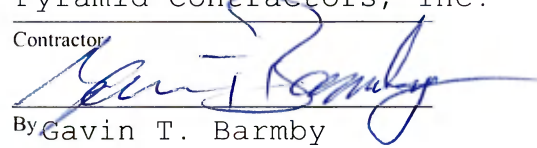
**ASPHALT MATERIAL INDEX:**

he 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 [app.negometrix.com](http://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.

Pyramid Contractors, Inc.

Contractor

By  Gavin T. Barmby

President

Title

3/20/2024

Date

(913) 764-6225

Telephone Number

Ryan Bilovesky

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 PYRAMID CONTRACTORS, 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:

Stormwater improvements located along Indian Creek from Jamestown Drive to Arrowhead Drive, including the construction of a reinforced concrete haunched slab bridge at Pawnee Drive, channel grading and overbank grading, and bank stabilization. Roadway improvements include the reconstruction of Pawnee Drive and Lindenwood Drive within the project limits. Also included is installation of a pedestrian bridge, installation of new storm sewer, sanitary sewer, waterline, trail construction, lighting, pavement marking, signing, riprap, tree planting, seeding and sodding.

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Indian Creek – Lindenwood, Jamestown to Arrowhead Stormwater Improvements (Project No. 2-C-016-22).

**ARTICLE 3 – ENGINEER**

- 3.01 The Project has been designed by HNTB Corporation.

**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 229 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 426 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 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 \$2,000 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 \$1,000 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.
4. Milestones: Contractor shall pay Owner \$2000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in the special conditions for the opening of each bridge / road milestone to traffic.
  - a. Pawnee Drive Bridge – Limited to 5 Month Closure Duration commencing May 27<sup>th</sup>, 2024 thru Oct. 28<sup>th</sup>, 2024.
  - b. Lindenwood Drive (Frontier Lane to Sheridan Bridge Lane) – open to traffic prior to August 9<sup>th</sup>, 2024.

## 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:

\$ 5,614,252.65

[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 C520-1 to EJCDC C520-7, inclusive).
  - 2. Performance & Maintenance bond (pages EJCDC C520-8 to EJCDC C520-13, inclusive).
  - 3. Statutory bond (pages EJCDC C520-14 to EJCDC C520-18, inclusive).
  - 4. Appointment of Process Agent.
  - 5. Non-collusive Affidavit of Prime Bidder.
  - 6. General Conditions (pages EJCDC C-700-1 to EJCDC-C-700-65, inclusive).
  - 7. Supplementary Conditions (pages SC-1 to SC-34, inclusive).
  - 8. Specifications as listed in the table of contents of the Project Manual.
  - 9. Drawings (not attached but incorporated by reference) consisting of 198 sheets with each sheet bearing the following general title: **Indian Creek – Lindenwood, Jamestown to Arrowhead Stormwater Improvements**

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. Project Requirements.
    - e. Temporary Facilities.
    - f. Submittals.
    - g. Technical Specifications.
    - h. General Special Conditions.
    - i. 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:

Pyramid Contractors, Inc.

By: 

Gavin T. Barmby

Title: President

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

Attest: 

Title: Secretary

Address for giving notices:

9131 Noland Road

Lenexa, KS 66215

Contractor's Phone Number

License No.: 36-3952301

*(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:

\_\_\_\_\_  
Deputy City Attorney