

BID FORM
P.N. 3-C-083-15 and P.N. 3-P-001-19
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 Santa Fe Street and Ridgeview Road Geometric Improvements, project number 3-C-083-15, and the Santa Fe Street Mill and Overlay, P.N. 3-P-001-19.

Schedule of Values

	ITEM	UNITS	APPROX.		UNIT PRICE		AMOUNT
			QUANTITY	DOLLARS	CENTS	DOLLARS	
	P.N. 3-C-083-15						
	ROADWAY ITEMS						
1	MOBILIZATION	LS	1	160,000	00		\$160,000.00
2	CONSTRUCTION STAKING	LS	1	30,000	00		\$30,000.00
3	INSTALL JOHNSON COUNTY CARS SIGN	EACH	4	650	00		\$2,600.00
4	REMOVAL OF IMPROVEMENTS	LS	1	430,000	00		\$430,000.00
5	COMMON EXCAVATION	CY	10,144	22	00		\$223,168.00
6	EMBANKMENT	CY	201	12	00		\$2,412.00
7	10" SUPERPAVE ASPHALT BASE	TONS	4,201	83	16		\$349,355.16
8	10" CONCRETE BASE WIDENING	SF	8,274	8	00		\$66,192.00
9	6" AB-3 OVERLAND PARK MODIFIED AGGREGATE BASE	SY	9,332	9	00		\$83,988.00
10	2" ASPHALT SURFACE WITH 8" ASPHALT BASE	SY	1,843	57	00		\$105,051.00
11	MEDIAN NOSE	EACH	18	1,300	00		\$23,400.00
12	STANDARD CURB INLET	EACH	42	6,300	00		\$264,600.00
13	MODIFIED TYPE 10 CURB INLET	EACH	1	6,200	00		\$6,200.00
14	STANDARD JUNCTION BOX	EACH	7	6,400	00		\$44,800.00
15	ADJUST INLET TOP ELEVATION	EACH	2	4,300	00		\$8,600.00
16	UNDERDRAIN	LF	982.1	30	00		\$29,463.00
17	18" RCP	LF	1,000	100	00		\$100,000.00
18	24" RCP	LF	1,193	118	00		\$140,774.00
19	30" RCP	LF	350	175	00		\$61,250.00
20	36" RCP	LF	895	183	00		\$163,785.00
21	48" RCP	LF	814	238	00		\$193,732.00
22	7' X 3' RCB	LF	35	750	00		\$26,250.00
23	LIGHTING	LS	1	259,000	00		\$259,000.00
24	TRAFFIC SIGNAL INSTALLATION (BLACK POLES)	LS	1	218,000	00		\$218,000.00
25	TRAFFIC CONTROL	LS	1	80,000	00		\$80,000.00
26	PERMANENT SIGNING	EACH	55	325	00		\$17,875.00
27	EROSION CONTROL	LS	1	22,000	00		\$22,000.00
	WATERLINE IMPROVEMENTS						
28	12" WATERLINE	LF	2541	106	00		\$269,346.00
29	8" WATERLINE	LF	135	125	00		\$16,875.00
30	6" WATERLINE	LF	50	166	00		\$8,300.00
31	12" 90° BEND	EACH	8	1,100	00		\$8,800.00
32	12" 45° BEND	EACH	14	1,000	00		\$14,000.00
33	12" 11.25° BEND	EACH	5	800	00		\$4,000.00
34	8" 45° BEND	EACH	2	1,000	00		\$2,000.00
35	6" 45° BEND	EACH	4	700	00		\$2,800.00
36	12"x 6" REDUCER	EACH	2	1,000	00		\$2,000.00
37	12"x12" TEE	EACH	4	1,700	00		\$6,800.00
38	12"x8" TEE	EACH	1	1,000	00		\$1,000.00
39	12"x6" TEE	EACH	14	950	00		\$13,300.00
40	12"x4" TEE	EACH	1	900	00		\$900.00
41	6" SOLID SLEEVE	EACH	4	850	00		\$3,400.00
42	12" SOLID SLEEVE	EACH	8	1,100	00		\$8,800.00
43	12" GATE VALVE	EACH	10	3,000	00		\$30,000.00
44	8" GATE VALVE	EACH	1	2,000	00		\$2,000.00
45	6" GATE VALVE	EACH	2	1,500	00		\$3,000.00
46	WATER SERVICE RECONNECT	EACH	10	1,300	00		\$13,000.00
47	STRADDLE BLOCK	EACH	10	1,300	00		\$13,000.00
48	FIRE HYDRANT ASSEMBLY	EACH	12	4,700	00		\$56,400.00
49	METER VAULT	EACH	1	10,000	00		\$10,000.00
50	FIRE HYDRANT REMOVAL	EACH	9	500	00		\$4,500.00
51	FULL DEPTH STREET PATCH	SY	2,230	80	00		\$178,400.00
	SANITARY SEWER IMPROVEMENTS						
52	8" PVC (SDR26)	LF	4,459	406	00		\$1,810,354.00
53	10" PVC (SDR26)	LF	218	554	00		\$120,772.00
54	12" PVC (SDR26)	LF	40.0	600	00		\$24,000.00
55	4' DIA STANDARD MANHOLE	EACH	19.0	6,400	00		\$121,600.00

56	DROP MANHOLE	EACH	8.0	7,400	00	\$59,200.00
57	SEWER SERVICE RECONNECTION	EACH	36	6,000	00	\$216,000.00
58	CONCRETE ENCASEMENT	LF	10	400	00	\$4,000.00
59	MANHOLE ABANDONMENT	EACH	16	2,000	00	\$32,000.00
60	MONOFORM LINING SYSTEM	VF	60	400	00	\$24,000.00
61	MANHOLE REMOVAL	EACH	5	1,000	00	\$5,000.00
62	FULL DEPTH STREET PATCH	SY	4,182	80	00	\$334,560.00
63	OWNER'S CONTINGENCY ALLOWANCE	LS	1	100,000	00	\$100,000.00
CONTRACTOR 3-C-083-15 PROJECT TOTAL:						\$6,636,602.16
P.N. 3-P-001-19						
ROADWAY ITEMS						
64	INSTALL CITY OF OLATHE STREET PRESERVATION SALES TAX SIGN	EACH	2	60	00	\$120.00
65	2" MILL	SY	26,065	2	86	\$74,545.90
66	VARIABLE DEPTH MILL	SY	20,871	2	86	\$59,691.06
67	2" ASPHALTIC SUPERPAVE SURFACE	TONS	3,777	74	14	\$280,026.78
68	VARIABLE DEPTH SUPERPAVE ASPHALT SURFACE	TONS	4,770	73	12	\$348,782.40
69	ASPHALT CRACK REPAIR	SY	300	90	00	\$27,000.00
70	FULL DEPTH STREET PATCH	SY	796	92	00	\$73,232.00
71	CLAY FIRED MEDIAN	SY	1,014	120	00	\$121,680.00
72	SUBGRADE REPAIR	SY	380	51	00	\$19,380.00
73	EXCAVATION AND GRADING	CY	1,000	30	00	\$30,000.00
74	SODDING	SY	7,902	7	00	\$55,314.00
75	ADJUST MANHOLE	EACH	17	1,300	00	\$22,100.00
76	ADJUST WATER VALVE	EACH	4	300	00	\$1,200.00
77	ADJUST INLET TOP TO PROPOSED GRADE	EACH	5	2,600	00	\$13,000.00
78	REMOVE CURB INLET TOP	EACH	19	400	00	\$7,600.00
79	REMOVE MISCELLANEOUS WIDTH CONCRETE SIDEWALK	LF	120	10	00	\$1,200.00
80	REMOVE 4' CONCRETE SIDEWALK	LF	2,778	4	00	\$11,112.00
81	REMOVE 5' CONCRETE SIDEWALK	LF	881	6	00	\$5,286.00
82	REMOVE 6' CONCRETE SIDEWALK	LF	244	8	00	\$1,952.00
83	REMOVE TYPE "B" CURB AND GUTTER	LF	4,640	6	00	\$27,840.00
84	REMOVE DOWELED ON MEDIAN CURB	LF	272	5	00	\$1,360.00
85	REMOVE 7" CONCRETE COMMERCIAL DRIVE	SY	1,120	10	00	\$11,200.00
86	REPLACE MISCELLANEOUS WIDTH CONCRETE SIDEWALK	LF	42	40	00	\$1,680.00
87	REPLACE 4' CONCRETE SIDEWALK	LF	28	40	00	\$1,120.00
88	REPLACE/CONSTRUCT 5' CONCRETE SIDEWALK	LF	6,387	25	00	\$159,675.00
89	REPLACE/CONSTRUCT 6' CONCRETE SIDEWALK	LF	2,206	30	00	\$66,180.00
90	REPLACE/CONSTRUCT TYPE "B" CURB AND GUTTER	LF	12,410	21	00	\$260,610.00
91	REPLACE/CONSTRUCT DOWELED ON MEDIAN CURB	LF	5,091	17	00	\$86,547.00
92	REPLACE/CONSTRUCT 7" CONCRETE COMMERCIAL DRIVE	SY	3,729	75	00	\$279,675.00
93	REPLACE CURB INLET TOP	EACH	19	2,500	00	\$47,500.00
94	CONSTRUCT TYPE "B" PARKING LOT CURB AND GUTTER	LF	1,605	26	00	\$41,730.00
95	CONSTRUCT INTEGRAL SIDEWALK RETAINING WALL	SF	807	140	00	\$112,980.00
96	CONSTRUCT INTEGRAL SIDEWALK CURB	LF	701	16	00	\$11,216.00
97	CONSTRUCT TYPE I ADA RAMP	EACH	29	1,300	00	\$37,700.00
98	CONSTRUCT TYPE II ADA RAMP	EACH	6	1,600	00	\$9,600.00
99	CONSTRUCT TYPE III ADA RAMP	EACH	8	2,000	00	\$16,000.00
TRAFFIC ITEMS						
100	4" BROKEN YELLOW LINE (HPS-8)	LF	54	1	24	\$66.96
101	4" SOLID YELLOW LINE (HPS-8)	LF	3,618	1	24	\$4,486.32
102	6" BROKEN WHITE LINE (HPS-8)	LF	1,780	1	35	\$2,403.00
103	6" DOTTED WHITE EXTENSION LINE (HPS-8)	LF	265	1	35	\$357.75
104	6" SOLID WHITE LINE (HPS-8)	LF	8,533	1	35	\$11,519.55
105	6" SOLID WHITE X-WALK LINE (PERFORMED THERMO)	LF	1,656	5	40	\$8,942.40
106	12" SOLID YELLOW LINE (HPS-8)	LF	36	4	00	\$144.00
107	12" SOLID WHITE LINE (HPS-8)	LF	100	4	00	\$400.00
108	24" SOLID WHITE LINE (PERFORMED THERMO)	LF	464	21	00	\$9,744.00
109	LEFT/RIGHT TURN ARROW (PERFORMED THERMO)	EACH	75	200	00	\$15,000.00
110	THRU-LEFT ARROW (PERFORMED THERMO)	EACH	1	260	00	\$260.00
111	ONLY SYMBOL (PERFORMED THERMO)	EACH	1	270	00	\$270.00
112	BIKE LANE SYMBOL (PERFORMED THERMO)	EACH	8	378	00	\$3,024.00
113	4c #18 WIRE	LF	700	3	00	\$2,100.00
114	INSTALL 6' X 6' TRAFFIC DETECTOR LOOP	EACH	11	760	00	\$8,360.00
115	INSTALL WAVETRONIX	EACH	5	11,000	00	\$55,000.00
116	REMOVE JUNCTION BOX	EACH	2	300	00	\$600.00
117	REMOVE AND RESET JUNCTION BOX	EACH	1	500	00	\$500.00
118	MERGE ARROW (PERFORMED THERMO)	EACH	2	540	00	\$1,080.00
119	8" DOTTED WHITE LANE DROP LINE (HPS-8)	LF	115	3	00	\$345.00

120	OWNER'S CONTINGENCY ALLOWANCE	LS	1	50,000	00	\$50,000.00
CONTRACTOR 3-P-001-19 PROJECT TOTAL:						\$2,500,438.12
3-C-083-15 PROJECT TOTAL:						\$6,636,602.16
3-P-001-19 PROJECT TOTAL:						\$2,500,438.12
GRAND TOTAL:						\$9,137,040.28

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 www.publicpurchase.com and affirms

Contractor

By

Title

Date

Telephone Number

Contact Person



ADDENDUM NO. 1

Santa Fe Street and Ridgeview Road Geometric Improvements
Santa Fe Street Mill and Overlay (Kansas City Road to I-35)

Date: March 31, 2020

Project No.: 3-C-083-15 & 3-P-001-19

This addendum is to clarify and/or modify the following items in the Contract Specifications and Construction Plans.

1. Modifications to the Contract Documents:

- a. Modify the Measurement and Payment for the bid item "6" Dotted White Extension Line (HPS-8)" (Bid Item 103) to read:

"6" Dotted White Extension Line (HPS-8)" shall be measured by the lineal foot of 6" white HPS-8 pavement markings acceptably installed and shall include all required surface preparation and application techniques needed to provide a finished product as intended by the Contract Documents.

Payment shall be made at the contract unit price as shown in the proposal for "6" Dotted White Extension Line (HPS-8)." Payment shall be full compensation for furnishing and installing all materials and appurtenant work.

- b. Add the following bid item to the Measurement and Payment and Schedule of Values as number 118:

8" DOTTED WHITE LANE DROP LINE (HPS-8)

- a. "8" Dotted White Lane Drop Line (HPS-8)" shall be measured by the lineal foot of 8" white HPS-8 pavement markings acceptably installed and shall include all required surface preparation and application techniques needed to provide a finished product as intended by the Contract Documents.

- b. Payment shall be made at the contract unit price as shown in the proposal for "8" Dotted White Lane Drop Line (HPS-8)." Payment shall be full compensation for furnishing and installing all materials and appurtenant work.
- c. Add the following bid item to the Measurement and Payment and Schedule of Values as number 119:

MERGE ARROW (PERFORMED THERMO)

- a. "Merge Arrow (Preformed Thermo)" shall be measured by each acceptable merge arrow pavement marking in place and shall include all required surface preparation and application techniques needed to provide a finished product as intended by the Contract Documents.
 - b. Payment shall be at the contract unit price as shown in the proposal for "Merge Arrow (Preformed Thermo)." Payment shall be full compensation for furnishing and installing all materials and appurtenant work.
 - d. Modify the bid item number on the Schedule of Values and Measurement and Payment for Bid Item "Owner's Contingency Allowance (3-P-001-19)" from number 118 to number 120.
- 2. Modifications the Plan Set:
 - a. Sheet 9 has been updated – see triangle revision notes



ADDENDUM NO. 2

Santa Fe Street and Ridgeview Road Geometric Improvements
Santa Fe Street Mill and Overlay (Kansas City Road to I-35)

Date: April 8, 2020

Project No.: 3-C-083-15 & 3-P-001-19

This addendum is to clarify and/or modify the following items in the Contract Specifications and Construction Plans.

1. Modifications to the Plan Set:
 - a. Sheet 123 has been updated with the following, designated with cloud and triangle revision notes:
 - i. 40' Aluminum pole with twin 8' bracket arms has been updated from OL404-8-8 to OL401-8-8.
 - ii. Quantity for the CS-370 frangible base (originally 22, now 0) has been moved entirely to the CS-300 frangible base (originally 13, now 35).
2. Modification to the Contract Documents:
 - a. The Instruction to Bidders is included as page ITB2-ITB7 following the Table of Contents.

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 _____ (“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:

The project will include the construction of geometric improvements long Santa Fe Street and Ridgeview Road along with corresponding waterline, sanitary sewer, storm sewer, and miscellaneous improvement construction. The project includes street preservation from North Kansas City Road to the western intersection project limits, and eastern project limits to the I-35 ramps. This includes mill and overlay and miscellaneous improvements throughout the corridor.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Santa Fe Street and Ridgeview Road Geometric Improvements, P.N. 3-C-083-15, & Santa Fe Street Mill and Overlay (3-P-001-19).

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by George Butler Associates, Inc., Lenexa, KS.

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 240 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 260 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 \$1500 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 \$1500 for each day that expires after such time until the Work is completed and ready for final payment.at are
3. Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive and will not be imposed concurrently.

4.04 *Incentive Award*

- A. The amount of the incentive award for early completion of the Work compared to the Contract Times will be \$25,000 per week that the Contractor is able to save per milestone (see Special Conditions for milestone definitions) of the project timeline, up to a maximum of 5 weeks per segment, counted from the actual date of completion of all Work required by any partial day will be rounded to the nearest full day compared to the anticipated date of completion in the Contract Times. Milestone 3 is excluded from the incentive award. The maximum incentive award to be paid under the Contract under any circumstances will not exceed \$250,000. For more information regarding details and limits of project segments, see General Special Conditions.

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:

\$ _____

[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.

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 xiii to xx, inclusive).
 - 2. Performance & Maintenance bond (pages xxi to xxvi, inclusive).
 - 3. Statutory bond (pages xxvii to xxxi, inclusive).
 - 4. Appointment of Process Agent.
 - 5. Non-collusive Affidavit of Prime Bidder.
 - 6. General Conditions (pages 1 to 65, inclusive).
 - 7. Supplementary Conditions (pages 1 to 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 236 sheets with each sheet bearing the following general title: Santa Fe Street and Ridgeview Road

Geometric Improvements and Santa Fe Street Mill and Overlay [or] 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

OWNER:

CONTRACTOR:

City of Olathe, Kansas

By: _____

By: _____

Title: Mayor

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:
P.O. Box 768
Olathe, KS 66051-0768

Address for giving notices:

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:

Deputy City Attorney