

BID FORM  
P.N. 3-P-003-24, 5-R-002-22 & 3-P-004-24  
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 Sheridan Street Arterial Mill and Overlay Project, Project No. 3-P-003-24, East Sheridan Street and South Clairborne Road Waterline Improvements, Project No. 5-R-002-22, and Santa Fe Street Arterial Mill and Overlay Project, Project No. 3-P-004-24.

Schedule of Values

ITEM		UNITS	APPROX. QUANTITY	UNIT PRICE		AMOUNT DOLLARS
				DOLLARS	CENTS	
<b>East Sheridan Street and South Clairborne Road Waterline Improvements (PN 5-R-002-22)</b>						
1	Mobilization	LS	1	232,120	00	\$232,120.00
2	Traffic Control	LS	1	1,120	00	\$1,120.00
3	Construction Staking	LS	1	15,456	00	\$15,456.00
4	Clearing & Grubbing	LS	1	23,520	00	\$23,520.00
5	Relocate Existing Water Meter	EA	49	2,128	00	\$104,272.00
6	Remove Fire Hydrant Assembly	EA	6	1,120	00	\$6,720.00
7	Abandon Existing Valve	EA	16	896	00	\$14,336.00
8	Install 8" PVC Sanitary Sewer Pipe	LF	60	224	00	\$13,440.00
9	Trench & Backfill	LF	60	532	00	\$31,920.00
10	Concrete Encasement	LF	60	201	60	\$12,096.00
11	Open Trench 6" Pipe	LF	261	336	00	\$87,696.00
12	Directional Drill 6" Pipe	LF	137	235	20	\$32,222.40
13	Open Trench 8" Pipe	LF	210	420	00	\$88,200.00
14	Directional Drill 8" Pipe	LF	1,540	162	40	\$250,096.00
15	Open Trench 12" Pipe	LF	401	448	00	\$179,648.00
16	Directional Drill 12" Pipe	LF	1,199	291	20	\$349,148.80
17	Install 2" Foam Glass Pipe Insulation for 12" Pipe	LF	45	224	00	\$10,080.00
18	6" 45 Degree Bend	EA	7	672	00	\$4,704.00
19	8" 45 Degree Bend	EA	8	840	00	\$6,720.00
20	12" 22.5 Degree Bend	EA	1	1,120	00	\$1,120.00
21	12" 45 Degree Bend	EA	19	1,120	00	\$21,280.00
22	6" Tee	EA	1	896	00	\$896.00
23	8" Tee	EA	1	1,008	00	\$1,008.00
24	12" Tee	EA	4	1,680	00	\$6,720.00
25	8"x6" Tee	EA	4	1,008	00	\$4,032.00
26	12"x6" Tee	EA	2	1,232	00	\$2,464.00
27	12"x8" Tee	EA	1	1,344	00	\$1,344.00
28	8"x6" Reducer	EA	1	896	00	\$896.00
29	12"x8" Reducer	EA	2	1,120	00	\$2,240.00
30	Install 6" Gate Valve	EA	8	2,576	00	\$20,608.00
31	Install 8" Gate Valve	EA	7	3,360	00	\$23,520.00
32	Install 12" Gate Valve	EA	8	5,152	00	\$41,216.00
33	6" Solid Sleeve	EA	8	672	00	\$5,376.00
34	8" Solid Sleeve	EA	3	1,680	00	\$5,040.00
35	12" Solid Sleeve	EA	4	2,240	00	\$8,960.00
36	Install Fire Hydrant Assembly	EA	8	13,440	00	\$107,520.00
37	Install 3/4" Type K Copper Service Line	LF	2,088	89	60	\$187,084.80
38	Install 1" Type K Copper Service Line	LF	484	95	20	\$46,076.80
39	Connection to Existing Pipe	EA	15	20,160	00	\$302,400.00
40	Install Straddle Block	EA	1	3,360	00	\$3,360.00
41	Install Curb Stop & Box	EA	8	896	00	\$7,168.00
42	Remove & Replace Asphalt Pavement	SY	87	319	20	\$27,770.40
43	Remove & Replace Concrete Sidewalk	SY	45	112	00	\$5,040.00
44	Install Type I Sidewalk Ramp	EA	1	3,136	00	\$3,136.00
45	Install Type II Sidewalk Ramp	EA	3	4,088	00	\$12,264.00
46	Install Type III Sidewalk Ramp	EA	2	4,144	00	\$8,288.00
47	Remove & Replace Residential Drive	SY	31	140	00	\$4,340.00
48	Remove & Replace Concrete Curb & Gutter	LF	251	57	12	\$14,337.12
49	Storm Sewer CCTV (18 to 42-Inch)	LS	1	7,840	00	\$7,840.00
50	Grading	LF	3,774	11	20	\$42,268.80
51	Sodding	SY	11,400	10	64	\$121,296.00
<b>East Sheridan Street and South Clairborne Road Waterline Improvements (PN 5-R-002-22) Total:</b>						<b>\$2,510,425.12</b>

	Sheridan Street Arterial Mill and Overlay Project (PN 3-P-003-24) - Street Improvements					
101	Mobilization	LS	1	126,572	94	\$126,572.94
102	Contractor Construction Staking	LS	1	8,064	00	\$8,064.00
103	Milling (2")	SY	26,227	2	96	\$77,631.92
104	Asphaltic Surface (KCMMB A2) (2")	TONS	3,099	105	40	\$326,634.60
105	Aggregate Base Course (Modified AB-3) (4") (Sidewalk)	TONS	492	71	68	\$35,266.56
106	Crack Repair (6" Depth)	SY	1,311	97	83	\$128,255.13
107	Asphalt Base Repair (4" Depth)	SY	760	64	05	\$48,678.00
108	Remove Concrete Sidewalk (3')	LF	5	10	64	\$53.20
109	Remove Concrete Sidewalk (4')	LF	2,738	11	20	\$30,665.60
110	Remove Concrete Sidewalk (5')	LF	288	12	32	\$3,548.16
111	Remove Concrete Sidewalk (8')	LF	526	25	76	\$13,549.76
112	Remove Concrete Trail (10')	LF	12	28	00	\$336.00
113	Remove Asphalt Trail (10')	LF	137	28	00	\$3,836.00
114	Remove Type A Curb & Gutter	LF	475	14	00	\$6,650.00
115	Remove Type A-1 Curb & Gutter	LF	140	14	00	\$1,960.00
116	Remove Type B Curb & Gutter	LF	1,369	14	00	\$19,166.00
117	Remove Type C Curb & Gutter	LF	139	14	00	\$1,946.00
118	Remove Type E Curb & Gutter	LF	175	14	00	\$2,450.00
119	Remove ADA Ramp (Type I)	EA	4	784	00	\$3,136.00
120	Remove ADA Ramp (Type II)	EA	3	840	00	\$2,520.00
121	Remove ADA Ramp (Type III)	EA	8	896	00	\$7,168.00
122	Remove Concrete Drive Pavement (7")	SY	297	32	48	\$9,646.56
123	Remove Colored Stamped Concrete (8")	SY	65	38	08	\$2,475.20
124	Concrete Sidewalk (3')	LF	5	38	08	\$190.40
125	Concrete Sidewalk (4')	LF	1,097	40	32	\$44,231.04
126	Concrete Sidewalk (5')	LF	288	44	80	\$12,902.40
127	Concrete Sidewalk (8')	LF	2,167	61	60	\$133,487.20
128	Concrete Trail (10')	LF	149	78	40	\$11,681.60
129	Type A Curb & Gutter	LF	475	45	92	\$21,812.00
130	Type A-1 Curb & Gutter	LF	140	50	40	\$7,056.00
131	Type B Curb & Gutter	LF	1,369	45	92	\$62,864.48
132	Type C Curb & Gutter	LF	139	45	92	\$6,382.88
133	Type E Curb & Gutter	LF	175	45	92	\$8,036.00
134	ADA Ramp (Type I) (4')	EA	1	2,576	00	\$2,576.00
135	ADA Ramp (Type I) (8')	EA	3	3,136	00	\$9,408.00
136	ADA Ramp (Type II) (4')	EA	1	2,800	00	\$2,800.00
137	ADA Ramp (Type II) (8')	EA	2	4,088	00	\$8,176.00
138	ADA Ramp (Type III) (8')	EA	8	4,144	00	\$33,152.00
139	Concrete Drive Pavement (7")	SY	416	117	60	\$48,921.60
140	Colored Stamped Concrete (8")	SY	65	235	20	\$15,288.00
141	Remove and Replace Curb Inlet Top with Cantilevered Lid (Street)	EA	1	4,480	00	\$4,480.00
142	Bike Rack Pad (7")	SF	201	17	92	\$3,601.92
143	Bike Garden Bike Rack, Configuration A	EA	1	6,608	00	\$6,608.00
144	Bike Garden Bike Rack, Configuration B	EA	1	7,280	00	\$7,280.00
145	Sodding	SY	1,375	10	64	\$14,630.00
146	Erosion Control	LS	1	5,040	00	\$5,040.00
147	Pavement Marking, 4" Yellow Line (HPS-8)	LF	11,356	2	01	\$22,825.56
148	Pavement Marking, 6" White Line (HPS-8)	LF	8,029	2	12	\$17,021.48
149	Pavement Marking, 12" Yellow Line (Preformed Thermoplastic)	LF	225	10	08	\$2,268.00
150	Pavement Marking, 6" White Line (Preformed Thermoplastic)	LF	1,575	5	60	\$8,820.00
151	Pavement Marking, 12" White Line (Preformed Thermoplastic)	LF	329	10	08	\$3,316.32
152	Pavement Marking, 24" White Line (Preformed Thermoplastic)	LF	213	20	16	\$4,294.08
153	Pavement Marking, White Turn Arrow (Preformed Thermoplastic)	EA	19	212	80	\$4,043.20
154	Pavement Marking, White Thru/Turn Arrow (Preformed Thermoplastic)	EA	14	448	00	\$6,272.00
155	Pavement Marking, White Thru Arrow (Preformed Thermoplastic)	EA	4	212	80	\$851.20
156	Pavement Marking, White Bike Lane Helmeted Bicyclist (Preformed Thermoplast	EA	10	224	00	\$2,240.00
157	Pavement Marking, White Bike Lane Arrow (Preformed Thermoplastic)	EA	10	224	00	\$2,240.00
158	Permanent Signing	LS	1	6,160	00	\$6,160.00
159	Traffic Signal Modification (Sheridan St. & Lindenwood Dr.)	LS	1	32,688	32	\$32,688.32
160	Traffic Signal Modification (Sheridan St. & Mur-Len Rd.)	LS	1	8,387	68	\$8,387.68
161	Street Maintenance Sales Tax Sign	EA	2	224	00	\$448.00
162	Lawn Sprinkler System Modifications (Mid America Nazarene)	LS	1	1,680	00	\$1,680.00
163	Adjust Water Valve in Concrete Pad	EA	5	588	00	\$2,940.00
164	Relocate Fire Hydrant Assembly	EA	1	11,200	00	\$11,200.00
165	Traffic Control	LS	1	22,400	00	\$22,400.00
Sheridan Street Arterial Mill and Overlay Project (PN 3-P-003-24) - Street Improvements Total:						\$1,490,910.99

	<b>Sheridan Street Arterial Mill and Overlay Project (PN 3-P-003-24) - Stormwater Improvements</b>					
201	Remove and Replace Curb Inlet Top (Stormwater)	EA	6	3,360	00	\$20,160.00
202	Remove and Replace Curb Inlet Top with Cantilevered Lid (Stormwater)	EA	1	4,480	00	\$4,480.00
203	Curb Inlet (8' x 4') with Cantilevered Lid	EA	2	11,200	00	\$22,400.00
204	Junction Box (6' x 6')	EA	1	12,320	00	\$12,320.00
205	Remove Existing Curb Inlet	EA	2	560	00	\$1,120.00
206	Remove Existing Storm Sewer	LF	333	8	96	\$2,983.68
207	Storm Sewer (15") (RCP)	LF	71	280	00	\$19,880.00
208	Storm Sewer (18") (RCP)	LF	320	324	80	\$103,936.00
209	Storm Sewer (24") (RCP)	LF	159	448	00	\$71,232.00
210	Full Depth Street Patch	SY	313	252	00	\$78,876.00
211	Flowable Fill (Low Strength)	CY	7	184	80	\$1,293.60
212	Traffic Control	LS	1	2,240	00	\$2,240.00
<b>Sheridan Street Arterial Mill and Overlay Project (PN 3-P-003-24) - Stormwater Improvements Total:</b>						<b>\$340,921.28</b>
	<b>Sheridan Street Arterial Mill and Overlay Project (PN 3-P-003-24) - Sheridan/Mur-Len Pedestrian Pathway Improvements</b>					
301	Contractor Construction Staking	LS	1	3,696	00	\$3,696.00
302	Clearing and Grubbing	LS	1	8,400	00	\$8,400.00
303	Aggregate Base Course (Modified AB-3) (4") (Sidewalk)	TONS	364	72	80	\$26,499.20
304	Remove Concrete Sidewalk (4')	LF	1,623	11	20	\$18,177.60
305	Remove Concrete Sidewalk (5')	LF	116	12	32	\$1,429.12
306	Remove Type B Curb & Gutter	LF	371	14	00	\$5,194.00
307	Remove Type C Curb & Gutter	LF	193	14	00	\$2,702.00
308	Remove ADA Ramp (Type I)	EA	7	784	00	\$5,488.00
309	Remove Sidewalk with Abutting Retaining Wall	LF	84	33	60	\$2,822.40
310	Remove Concrete Drive Pavement (7")	SY	404	32	48	\$13,121.92
311	Remove Chain Link Fence	LF	44	24	64	\$1,084.16
312	Concrete Sidewalk (3') (6" Special)	LF	190	50	40	\$9,576.00
313	Concrete Sidewalk (4') (6" Special)	LF	79	52	64	\$4,158.56
314	Concrete Sidewalk (8')	LF	1,739	61	60	\$107,122.40
315	Type A Curb & Gutter	LF	40	45	92	\$1,836.80
316	Type B Curb & Gutter	LF	384	45	92	\$17,633.28
317	Type C Curb & Gutter	LF	140	45	92	\$6,428.80
318	ADA Ramp (Type I) (8')	EA	6	3,136	00	\$18,816.00
319	ADA Ramp (Type III) (8')	EA	1	4,144	00	\$4,144.00
320	Sidewalk with Abutting Retaining Wall (with Form Liner)	LF	94	274	40	\$25,793.60
321	Concrete Drive Pavement (7")	SY	594	117	60	\$69,854.40
322	Street Trees	EA	66	929	60	\$61,353.60
323	Sodding	SY	3,798	10	64	\$40,410.72
324	Erosion Control	LS	1	3,360	00	\$3,360.00
325	Traffic Signal Modification (Mur-Len Rd. & 139th/Pioneer Way)	LS	1	70,487	20	\$70,487.20
326	Pedestrian Lighting (Sheridan St. / Mur-Len Rd.)	LS	1	196,299	04	\$196,299.04
327	Remove and Replace Type 3 Fiber Optic Junction Box	EA	3	4,287	36	\$12,862.08
328	Adjust Fiber Optic Junction Box	EA	2	1,716	96	\$3,433.92
329	Pavement Marking, 6" White Line (Preformed Thermoplastic)	LF	132	5	60	\$739.20
330	Permanent Signing	LS	1	1,680	00	\$1,680.00
331	Lawn Sprinkler System Modifications (Mid America Nazarene)	LS	1	1,680	00	\$1,680.00
332	Wood Privacy Fence (6') with Metal Posts (Mid America Nazarene)	LF	86	64	96	\$5,586.56
333	Traffic Control	LS	1	3,360	00	\$3,360.00
<b>Sheridan Street Arterial Mill and Overlay Project (PN 3-P-003-24) - Sheridan/Mur-Len Pedestrian Pathway Improvements Total:</b>						<b>\$755,230.56</b>
	<b>Santa Fe Street Arterial Mill and Overlay Project (PN 3-P-004-24)</b>					
401	Mobilization	LS	1	19,890	00	\$19,890.00
402	Milling (2")	SY	25,455	3	06	\$77,892.30
403	Asphaltic Surface (KCMMB A2) (2")	TONS	3,007	105	40	\$316,937.80
404	Pavement Marking, 4" Yellow Line (HPS-8)	LF	272	2	01	\$546.72
405	Pavement Marking, 6" White Line (HPS-8)	LF	5,974	2	24	\$13,381.76
406	Pavement Marking, 6" White Line (Preformed Thermoplastic)	LF	1,242	5	60	\$6,955.20
407	Pavement Marking, 24" White Line (Preformed Thermoplastic)	LF	187	20	16	\$3,769.92
408	Pavement Marking, White Turn Arrow (Preformed Thermoplastic)	EA	49	212	80	\$10,427.20
409	Pavement Marking, White "Only" Marking (Preformed Thermoplastic)	EA	3	560	00	\$1,680.00
410	Loop Detector Replacement (Santa Fe St. & Clairborne Rd.)	LS	1	37,255	68	\$37,255.68
411	Loop Detector Replacement (Santa Fe St. & Lindenwood Dr.)	LS	1	28,696	64	\$28,696.64
412	Loop Detector Replacement (Santa Fe St. & Mur-Len Rd.)	LS	1	18,648	00	\$18,648.00
413	Street Maintenance Sales Tax Sign	EA	2	224	00	\$448.00
414	Traffic Control	LS	1	5,600	00	\$5,600.00
<b>Santa Fe Street Arterial Mill and Overlay Project (PN 3-P-004-24) Total:</b>						<b>\$542,129.22</b>

	<b>135th &amp; Pflumm Median Adjustment (PN 3-C-110-20) (Bid Alternate)</b>					
501	Mountable Median Nose	EA	1	6,272	00	\$6,272.00
502	Milling (2")	SY	22	234	00	\$5,148.00
503	Asphaltic Surface (KCM MB A2) (2")	TONS	3	1,755	00	\$5,265.00
504	Pavement Marking, 6" White Line (Preformed Thermoplastic)	LF	50	5	60	\$280.00
505	Traffic Control	LS	1	2,800	00	\$2,800.00
<b>135th &amp; Pflumm Median Adjustment (PN 3-C-110-20) Total:</b>						<b>\$19,765.00</b>

East Sheridan Street and South Clairborne Road Waterline Improvements (PN 5-R-002-22) Total:		\$2,510,425.12
Owner's Contingency Allowance (PN 5-R-002-22) Total:		\$50,000.00
Sheridan Street Arterial Mill and Overlay Project (PN 3-P-003-24) - Street Improvements Total:		\$1,490,910.99
Sheridan Street Arterial Mill and Overlay Project (PN 3-P-003-24) - Stormwater Improvements Total:		\$340,921.28
Sheridan Street Arterial Mill and Overlay Project (PN 3-P-003-24) - Sheridan/Mur-Len Pedestrian Pathway Improvements Total:		\$755,230.56
Owner's Contingency Allowance (PN 3-P-003-24) Total:		\$50,000.00
Santa Fe Street Arterial Mill and Overlay Project (PN 3-P-004-24) Total:		\$542,129.22
Owner's Contingency Allowance (PN 3-P-004-24) Total:		\$20,000.00
135th & Pflumm Median Adjustment (PN 3-C-110-20) (Bid Alternate) Total:		\$19,765.00
<b>Grand Total:</b>		<b>\$5,779,382.17</b>

**ASPHALT MATERIAL INDEX:**

The price included for Asphaltic Concrete Surface will be based on the computed monthly Asphalt Material Index for the month of March 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](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.

Contractor

By

Title

Date

Telephone Number

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 McAnany 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 Sheridan Street (Dennis Avenue to Mur-Len Road) including base and subgrade repairs (as needed), concrete curb and sidewalk replacement, installation of ADA compliant sidewalk ramps, installation of an 8’ wide shared use path in select locations, streetlighting, signal detection replacement, placement of pavement markings, storm sewer improvements, and installation of approximately 3,700’ of waterline. Mill and overlay on Santa Fe Street (I-35 to Mur-Len Road) including signal detection replacement and placement of pavement markings.

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Sheridan Street Arterial Mill and Overlay Project, Project No. 3-P-003-24, East Sheridan Street and South Clairborne Road Waterline Improvements, Project No. 5-R-002-22, and Santa Fe Street Arterial Mill and Overlay Project, Project No. 3-P-004-24.

**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 130 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 by November 15, 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 preceding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$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:

\$5,779,382.17

[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 (page s 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 sheets bearing the following general title: Sheridan Street Arterial Mill and Overlay Project, East



Sheridan Street and South Clairborne Road Waterline Improvements, and Santa Fe Street Arterial Mill and Overlay Project.

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.

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

OWNER:

CONTRACTOR:

City of Olathe, Kansas

By: \_\_\_\_\_

Title: Mayor

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

P.O. Box 768

Olathe, KS 66051-0768

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

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:

\_\_\_\_\_  
City Attorney/Deputy City Attorney/  
Assistant City Attorney