

BID FORM
P.N. 3-P-003-26 and 3-P-004-26
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 Kansas Avenue (Spruce Street to Harold Street) Arterial Mill and Overlay Project (3-P-003-26) and the 119th Street (Sunset Drive to Ridgeview Road) Arterial Mill and Overlay Project (3-P-004-26)

Schedule of Values

	ITEM	UNITS	APPROX.	UNIT PRICE		AMOUNT
			QUANTITY	DOLLARS	CENTS	DOLLARS
	Kansas Avenue (Spruce Street to Harold Street) (3-P-003-26)					
101	Mobilization	L.S.	1	103,779	56	\$103,779.56
102	Contractor Construction Staking	L.S.	1	19,512	50	\$19,512.50
103	Unclassified Excavation	C.Y.	261	52	40	\$13,676.40
104	Compaction of Earthwork (All Types)	C.Y.	157	32	33	\$5,075.81
105	Milling (2")	S.Y.	25,722	3	10	\$79,738.20
106	Asphaltic Surface (KCMMB A2) (2")	TONS	3,099	100	97	\$312,906.03
107	Asphaltic Base (KCMMB A2) (2")	TONS	58	100	97	\$5,856.26
108	Asphaltic Base (KCMMB A3) (4")	TONS	114	100	97	\$11,510.58
109	Aggregate Base (Modified AB-3) (6")	S.Y.	592	17	84	\$10,561.28
110	Aggregate Base (Modified AB-3) (6") (Sidewalk)	S.Y.	2,319	22	02	\$51,064.38
111	Crack Repair (6" Depth)	S.Y.	395	115	86	\$45,764.70
112	Asphalt Base Repair (4" Depth)	S.Y.	122	77	24	\$9,423.28
113	Remove Concrete Sidewalk (4')	L.F.	2,363	11	42	\$26,985.46
114	Remove Concrete Sidewalk (4.5')	L.F.	188	11	70	\$2,199.60
115	Remove Concrete Sidewalk (5')	L.F.	126	12	54	\$1,580.04
116	Remove Concrete Sidewalk (8')	L.F.	132	20	07	\$2,649.24
117	Remove Sidewalk with Abutting Retaining Wall	L.F.	24	34	56	\$829.44
118	Remove Type A Curb & Gutter	L.F.	428	14	49	\$6,201.72
119	Remove Type B Curb & Gutter	L.F.	3,280	14	49	\$47,527.20
120	Remove Type E Curb & Gutter	L.F.	2,512	14	49	\$36,398.88
121	Remove ADA Ramp (Type I)	EA.	4	914	30	\$3,657.20
122	Remove Concrete Median Base	S.Y.	57	36	79	\$2,097.03
123	Remove Median Brick Pavers	S.Y.	29	17	84	\$517.36
124	Remove Concrete Drive Pavement (6")	S.Y.	113	21	18	\$2,393.34
125	Concrete Sidewalk (4')	L.F.	574	41	25	\$23,677.50
126	Concrete Sidewalk (5')	L.F.	8	45	71	\$365.68
127	Concrete Sidewalk (5') (Special)	L.F.	117	57	98	\$6,783.66
128	Concrete Sidewalk (8')	L.F.	1,766	64	67	\$114,207.22
129	Concrete Sidewalk (9')	L.F.	273	71	36	\$19,481.28
130	Concrete Sidewalk (9.5')	L.F.	188	72	47	\$13,624.36
131	Sidewalk with Abutting Retaining Wall	L.F.	24	390	25	\$9,366.00
132	Type A Curb & Gutter	L.F.	583	45	71	\$26,648.93
133	Type B Curb & Gutter	L.F.	3,125	46	83	\$146,343.75
134	Type E Curb & Gutter	L.F.	2,512	46	83	\$117,636.96
135	Type R Ribbon Curb	L.F.	27	46	83	\$1,264.41
136	Sidewalk Curb (6")	L.F.	108	43	48	\$4,695.84
137	Remove and Replace Concrete Median Nose	EA.	1	4,237	00	\$4,237.00
138	ADA Ramp (Type I) (8')	EA.	3	3,512	25	\$10,536.75
139	ADA Ramp (Type I) (8') with Abutting Retaining Wall	EA.	1	7,470	50	\$7,470.50
140	Remove and Reset Median Brick Pavers	S.Y.	28	53	52	\$1,498.56
141	Colored Stamped Concrete (4")	S.Y.	29	172	82	\$5,011.78
142	Concrete Median Base (3K) (Var. Thick)	S.Y.	57	161	67	\$9,215.19
143	Aggregate Driveway (AB-3) (6")	S.Y.	17	17	84	\$303.28
144	Aggregate Ditch Lining (6")	S.Y.	41	74	70	\$3,062.70
145	Concrete Drive Pavement (6")	S.Y.	113	117	07	\$13,228.91
146	Modification of Structure (Replacement of Inlet Top Slab)	EA.	1	3,233	50	\$3,233.50
147	Modification of Structure (Replacement of Inlet Top with Cantilever Top Slab)	EA.	1	3,568	00	\$3,568.00
148	Area Inlet (4' x 4')	EA.	1	8,585	50	\$8,585.50
149	Storm Sewer (30") (RCP)	L.F.	110	351	22	\$38,634.20
150	Area Prepared for Patching (Est.) (Bridge)	S.Y.	85	752	62	\$63,972.70
151	Area Prepared for Patching (Full Depth) (Est.) (Bridge)	S.Y.	9	941	06	\$8,469.54
152	Multi-Layer Polymer Concrete Overlay (Bridge)	S.Y.	848	137	14	\$116,294.72
153	Reinforcing Steel (Repair) (Grade 60) (Set Price) (Bridge)	LBS.	1	2	25	\$2.25
154	Reinforcing Steel (Repair) (Grade 60) (Epoxy) (Set Price) (Bridge)	LBS.	1	3	25	\$3.25
155	Street Lighting Installation (Kansas Ave)	L.S.	1	176,578	09	\$176,578.09
156	Traffic Signal Modifications (Northgate/Kansas & Harold)	L.S.	1	18,263	70	\$18,263.70
157	Pavement Marking, 6" White Line (Methyl Methacrylate)	L.F.	72	4	46	\$321.12
158	Pavement Marking, 6" White Line (Thermoplastic)	L.F.	2,646	1	39	\$3,677.94
159	Pavement Marking, 24" White Line (Preformed Thermoplastic)	L.F.	155	20	07	\$3,110.85
160	Pavement Marking, White Turn Arrow (Preformed Thermoplastic)	EA.	13	211	85	\$2,754.05
161	Pavement Marking, White Railroad Crossing Symbol (Preformed Thermoplastic)	EA.	2	557	50	\$1,115.00
162	Pavement Marking, 6" White Line (Preformed Thermoplastic)	L.F.	391	5	57	\$2,177.87
163	Pavement Marking Removal	L.F.	208	2	23	\$463.84
164	Permanent Signing	L.S.	1	3,010	50	\$3,010.50
165	Street Maintenance Sales Tax Sign	EA.	2	334	50	\$669.00
166	Handrail (Metal) (48")	L.F.	40	251	99	\$10,079.60

167	Sodding	S.Y.	1,163	13	97	\$16,247.11
168	Adjust Water Valve in Concrete Pad	EA.	3	975	62	\$2,926.86
169	Adjust Manhole Top	EA.	10	1,059	25	\$10,592.50
170	Traffic Control	L.S.	1	8,920	00	\$8,920.00
Kansas Avenue Base Total:						\$1,844,237.44
SMP Eligible Items (6-OL-2026-R-619)						
201	Mobilization (SMP Eligible)	L.S.	1	19,813	50	\$19,813.50
202	Aggregate Base (Modified AB-3) (6") (Sidewalk) (SMP Eligible)	S.Y.	439	22	02	\$9,666.78
203	Remove Concrete Sidewalk (4') (SMP Eligible)	L.F.	91	11	42	\$1,039.22
204	Remove Concrete Sidewalk (8') (SMP Eligible)	L.F.	439	20	07	\$8,810.73
205	Remove Type A Curb & Gutter (SMP Eligible)	L.F.	7	14	49	\$101.43
206	Remove Type B Curb & Gutter (SMP Eligible)	L.F.	256	14	49	\$3,709.44
207	Remove Type E Curb & Gutter (SMP Eligible)	L.F.	428	14	49	\$6,201.72
208	Remove ADA Ramp (Type I) (SMP Eligible)	EA.	1	914	30	\$914.30
209	Remove Concrete Median Base (SMP Eligible)	S.Y.	56	36	79	\$2,060.24
210	Remove Median Brick Pavers (SMP Eligible)	S.Y.	56	17	84	\$999.04
211	Concrete Sidewalk (4') (SMP Eligible)	L.F.	91	41	25	\$3,753.75
212	Concrete Sidewalk (8') (SMP Eligible)	L.F.	439	64	67	\$28,390.13
213	Type A Curb & Gutter (SMP Eligible)	L.F.	7	45	71	\$319.97
214	Type B Curb & Gutter (SMP Eligible)	L.F.	256	46	83	\$11,988.48
215	Type E Curb & Gutter (SMP Eligible)	L.F.	428	46	83	\$20,043.24
216	Remove and Replace Concrete Median Nose (SMP Eligible)	EA.	1	4,237	00	\$4,237.00
217	ADA Ramp (Type I) (8') (SMP Eligible)	EA.	1	3,512	25	\$3,512.25
218	Colored Stamped Concrete (4") (SMP Eligible)	S.Y.	54	172	82	\$9,332.28
219	Concrete Median Base (3K) (Var. Thick) (4") (SMP Eligible)	S.Y.	54	161	67	\$8,730.18
220	Full Depth Street Patch (SMP Eligible)	S.Y.	385	195	12	\$75,121.20
221	Remove Existing Curb Inlet (SMP Eligible)	EA.	3	1,115	00	\$3,345.00
222	Remove Existing Storm Sewer (SMP Eligible)	L.F.	952	32	33	\$30,778.16
223	Modification of Structure (Replacement of Inlet Top Slab) (SMP Eligible)	EA.	6	3,233	50	\$19,401.00
224	Curb Inlet (4' x 3') (SMP Eligible)	EA.	2	8,920	00	\$17,840.00
225	Curb Inlet (5' x 4') (Special) (SMP Eligible)	EA.	2	13,101	25	\$26,202.50
226	Junction Box (7' x 4') (SMP Eligible)	EA.	1	13,324	25	\$13,324.25
227	Storm Sewer (15") (RCP) (SMP Eligible)	L.F.	279	211	85	\$59,106.15
228	Storm Sewer (18") (RCP) (SMP Eligible)	L.F.	721	223	00	\$160,783.00
229	Storm Sewer (24") (RCP) (SMP Eligible)	L.F.	151	239	72	\$36,197.72
230	Storm Sewer (30") (RCP) (SMP Eligible)	L.F.	217	317	77	\$68,956.09
231	Storm Sewer (60") (RCP) (SMP Eligible)	L.F.	112	752	62	\$84,293.44
232	Storm Sewer (15") (CIPP) (SMP Eligible)	L.F.	339	89	06	\$30,191.34
233	End Section (60") (RC) (SMP Eligible)	EA.	2	6,188	25	\$12,376.50
234	Flowable Fill (Low Strength) (SMP Eligible)	C.Y.	70	228	57	\$15,999.90
235	Sodding (SMP Eligible)	S.Y.	1,331	13	97	\$18,594.07
236	Remove and Replace Tree (SMP Eligible)	EA.	7	1,338	00	\$9,366.00
237	Traffic Control (SMP Eligible)	L.S.	1	1,115	00	\$1,115.00
Kansas Avenue SMP Eligible Items Total:						\$826,615.00
Kansas Avenue (Base and SMP Eligible) Total:						\$2,670,852.44
Kansas Avenue Contingency:						\$65,000.00
Kansas Avenue Grand Total:						\$2,735,852.44

119th Street (Sunset Drive to Ridgview Road) (3-P-004-26)						
301	Mobilization	L.S.	1	32,725	00	\$32,725.00
302	Contractor Construction Staking	L.S.	1	10,592	50	\$10,592.50
303	Milling (2")	S.Y.	10,841	2	88	\$31,222.08
304	Asphaltic Surface (KCMMB A2) (2")	TONS	1,281	92	38	\$118,338.78
305	Aggregate Base (Modified AB-3) (6") (Sidewalk)	S.Y.	1,663	22	02	\$36,619.26
306	Crack Repair (6" Depth)	S.Y.	226	108	56	\$24,534.56
307	Remove Concrete Sidewalk (4')	L.F.	1,953	11	42	\$22,303.26
308	Remove Concrete Sidewalk (5')	L.F.	17	11	70	\$198.90
309	Remove Type B Curb & Gutter	L.F.	256	14	49	\$3,709.44
310	Remove Type C Curb & Gutter	L.F.	62	14	49	\$898.38
311	Remove Type E Curb & Gutter	L.F.	43	14	49	\$623.07
312	Remove ADA Ramp (Type I)	EA.	5	914	30	\$4,571.50
313	Remove ADA Ramp (Type II)	EA.	1	947	75	\$947.75
314	Remove Concrete Drive Pavement (7")	S.Y.	103	22	30	\$2,296.90
315	Concrete Sidewalk (4')	L.F.	290	41	25	\$11,962.50
316	Concrete Sidewalk (5')	L.F.	17	45	71	\$777.07
317	Concrete Sidewalk (8')	L.F.	1,663	64	67	\$107,546.21
318	Type B Curb & Gutter	L.F.	256	46	83	\$11,988.48
319	Type C Curb & Gutter	L.F.	62	46	83	\$2,903.46
320	Type E Curb & Gutter	L.F.	43	46	83	\$2,013.69
321	Sidewalk Curb (6")	L.F.	11	43	48	\$478.28
322	ADA Ramp (Type I) (4')	EA.	2	3,066	25	\$6,132.50
323	ADA Ramp (Type I) (8')	EA.	4	3,512	25	\$14,049.00
324	Concrete Drive Pavement (7")	S.Y.	103	122	65	\$12,632.95
325	Remove Existing Storm Sewer	L.F.	54	32	33	\$1,745.82
326	Storm Sewer (54") (RCP)	L.F.	32	752	62	\$24,083.84
327	Traffic Signal Modifications (119th & Ridgview)	L.S.	1	22,746	00	\$22,746.00
328	Pavement Marking, 6" White Line (Thermoplastic)	L.F.	2,026	1	39	\$2,816.14
329	Pavement Marking, 24" White Line (Preformed Thermoplastic)	L.F.	50	20	07	\$1,003.50
330	Pavement Marking, 6" White Line (Preformed Thermoplastic)	L.F.	191	5	57	\$1,063.87
331	Pavement Marking Removal	L.F.	190	2	23	\$423.70
332	Pavement Marking, White Turn Arrow (Preformed Thermoplastic)	EA.	19	211	85	\$4,025.15
333	Street Maintenance Sales Tax Sign	EA.	2	334	50	\$669.00

334	Sodding	S.Y.	1,201	13	97	\$16,777.97
335	Remove and Replace Tree	EA	1	1,338	00	\$1,338.00
336	Landscaping Restoration (18505 W 119th St)	L.S.	1	17,692	93	\$17,692.93
337	Adjust Manhole Top	EA	2	1,059	25	\$2,118.50
338	Lawn Sprinkler System Modifications (18725 W 119th St.)	L.S.	1	6,690	00	\$6,690.00
339	Traffic Control	L.S.	1	3,345	00	\$3,345.00
119th Street Base Total:						\$566,604.94
SMP Eligible Items (6-OL-2026-R-617)						
401	Mobilization (SMP Eligible)	L.S.	1	10,293	50	\$10,293.50
402	Remove Concrete Sidewalk (4') (SMP Eligible)	L.F.	11	11	42	\$125.62
403	Remove Type B Curb & Gutter (SMP Eligible)	L.F.	288	14	49	\$4,173.12
404	Remove Type E Curb & Gutter (SMP Eligible)	L.F.	42	14	49	\$608.58
405	Remove Concrete Drive Pavement (7") (SMP Eligible)	S.Y.	21	22	30	\$468.30
406	Concrete Sidewalk (4') (SMP Eligible)	L.F.	11	41	25	\$453.75
407	Type B Curb & Gutter (SMP Eligible)	L.F.	288	46	83	\$13,487.04
408	Type E Curb & Gutter (SMP Eligible)	L.F.	42	46	83	\$1,966.86
409	Concrete Drive Pavement (7") (SMP Eligible)	S.Y.	21	122	65	\$2,575.65
410	Full Depth Street Patch (SMP Eligible)	S.Y.	204	195	12	\$39,804.48
411	Remove Existing Curb Inlet (SMP Eligible)	EA	2	1,115	00	\$2,230.00
412	Remove Existing Storm Sewer (SMP Eligible)	L.F.	733	32	33	\$23,697.89
413	Remove Existing Junction Box Top Slab and Fill with Flowable Fill (SMP Eligible)	EA	1	1,895	50	\$1,895.50
414	Modification of Structure (Replacement of Inlet Top Slab) (SMP Eligible)	EA	2	3,233	50	\$6,467.00
415	Modification of Structure (Replacement of Inlet Top with Cantilever Top Slab) (SMP Eligible)	EA	3	3,568	00	\$10,704.00
416	Junction Box (4' x 4') (SMP Eligible)	EA	1	8,585	50	\$8,585.50
417	Curb Inlet (8' x 4') (SMP Eligible)	EA	2	16,502	00	\$33,004.00
418	Storm Sewer (15") (RCP) (SMP Eligible)	L.F.	321	211	85	\$68,003.85
419	Storm Sewer (18") (RCP) (SMP Eligible)	L.F.	366	223	00	\$81,618.00
420	Storm Sewer (24") (RCP) (SMP Eligible)	L.F.	116	239	72	\$27,807.52
421	Storm Sewer (30") (RCP) (SMP Eligible)	L.F.	28	390	25	\$10,927.00
422	Storm Sewer (54") (RCP) (SMP Eligible)	L.F.	111	669	00	\$74,259.00
423	Flowable Fill (Low Strength) (SMP Eligible)	C.Y.	21	228	57	\$4,799.97
424	Sodding (SMP Eligible)	S.Y.	623	13	97	\$8,703.31
425	Lawn Sprinkler System Modifications (18505 W 119th St.) (SMP Eligible)	L.S.	1	1,279	46	\$1,279.46
426	Traffic Control (SMP Eligible)	L.S.	1	557	50	\$557.50
119th Street SMP Eligible Items Total:						\$438,496.40
119th Street (Base and SMP Eligible) Total:						\$1,005,101.34
119th Street Contingency:						\$35,000.00
119th Street Grand Total:						\$1,040,101.34

Kansas Avenue, (3-P-003-26) and 119th Street, (3-P-004-26) Grand Total:						\$3,775,953.78
--	--	--	--	--	--	-----------------------

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, <https://www.ksdot.gov/doing-business/highway-contractors/contractor-resources/asphalt-adjustment-price-index>. 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.

McANAMY CONSTRUCTION, INC.
Contractor
ZACHARY TRINCHER
By
PROJECT MANAGER
Title
2/10/2026
Date
9136315440
Telephone Number
Zach Trinchera
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 Kansas Avenue (W Spruce Street to E Harold Street) including base and subgrade repairs (as needed), concrete curb and sidewalk replacement, installation of ADA compliant sidewalk ramps, sidewalk widening on the east side of Kansas Avenue, signal detection replacement, placement of pavement markings, placement of polymer overlay of the bridge north of Mulberry St, stormwater improvements, and street light improvements. Mill and overlay on 119th Street (S Sunset Drive to S Ridgeview Road) including base and subgrade repairs (as needed), spot concrete curb and gutter replacement, sidewalk widening on the south side of 119th St, installation of ADA compliant ramps, stormwater improvements, signal detection replacement, and 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: Kansas Avenue Arterial Mill & Overlay, Project No. 3-P-003-26 and 119th Street Arterial Mill and Overlay Project, Project No. 3-P-004-26.

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 120 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions.

- B. The Notice to Proceed will be given no later than May 26, 2026.
- C. The Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by October 16, 2026.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - 1. Substantial Completion: Contractor shall pay Owner \$1,500.00 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:

\$ 3,775,953.78

[Here insert a lump sum, unit prices or both, if necessary attach exhibits and list them in Article 8.]

[CONTRACTOR's Bid may be attached as an exhibit to avoid lengthy retyping of unit price schedules, formulae for escalation of prices, information as to alternatives, etc.]

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first day of each month during

performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95% percent of Work completed (with the balance being retainage) and
 - b. 95% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 97% of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200% of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

NOTE(S) TO USER:

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate prescribed under K.S.A. 16-1901 et seq., and any amendments thereto.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the

Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, if any.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs, if any such reports and drawings are so identified.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages EJCDC C-520-1 to EJCDC C-520-7, inclusive).
 - 2. Performance & Maintenance bond (pages to EJCDC C-520-8 to EJCDC C-520-13, inclusive).
 - 3. Statutory bond (pages to EJCDC C-520-14 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- 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 sheets with each sheet bearing the following general title: Kansas Avenue Arterial Mill & Overlay Project and 119th 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

OWNER:

CONTRACTOR:

City of Olathe, Kansas

McANANY CONSTRUCTION, INC

By:

By:

[Signature]

Title: Mayor

Title: VICE PRESIDENT

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

Attest:

Attest:

[Signature]

Title:

Title:

PROJECT MANAGER

Address for giving notices:

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

Address for giving notices:

15320 MIDLAND DR
SHAWNEE KS 66217

Contractor's Phone Number

License No.:

(where applicable)

Agent for service of process:

N/A

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