

BID FORM
P.N. 4-C-021-22
CITY OF OLATHE

The following table is a list of bid items, estimated quantities, and the unit prices submitted by the bidder for Pioneer Park Improvements, 4-C-021-22.

Schedule of Values

ITEM	UNITS	APPROX.	UNIT PRICE		AMOUNT
			QUANTITY	DOLLARS	
P.N. 4-C-017-16					
1 MOBILIZATION	LS	1	65891		65,891.00
2 CONSTRUCTION STAKING	LS	1	12200		12,200.00
3 CLEARING AND GRUBBING	LS	1	19000		19,000.00
4 DEMOLITION AND REMOVALS	LS	1	34500		34,500.00
5 EROSION AND SEDIMENT CONTROL	LS	1	6800		6,800.00
6 EARTHWORK	LS	1	223988		223,988.00
7 4" CONCRETE PAVEMENT (SIDEWALKS)	SY	440	65		28,600.00
8 ACCESSIBLE CURB RAMPS	EACH	4	1200		4,800.00
9 DETECTABLE WARNING PANELS	SY	10	410		4,100.00
10 CONCRETE CURB AND GUTTER (ALL TYPES)	LF	1,470	32		47,040.00
11 UNDERDRAIN	LF	320	33		10,560.00
12 CONCRETE FLUME	EACH	1	440		440.00
13 6" REINFORCED CONCRETE TRAIL	SY	230	75		17,250.00
14 6" REINFORCED CONCRETE PAVEMENT	SY	40	80		3,200.00
15 4" AB-3 AGGREGATE	SY	270	11	50	3,105.00
16 2" BM-2 ASPHALT SURFACE COURSE	TONS	280	101	40	28,392.00
17 6" BM-2 ASPHALT BASE COURSE	TONS	840	82		68,880.00
18 9" TREATED SUBGRADE / 6" MODIFIED AB-3 BASE	SY	2,870	9		25,830.00
19 PAVEMENT STRIPING (4" WHITE EPOXY)	LF	235	5.5		1,292.50
20 CROSSWALK PAVEMENT MARKINGS (6" THERMO)	LF	115	8	50	977.50
21 ACCESSIBLE PAVEMENT MARKINGS	EACH	2	270		540.00
22 ACCESSIBLE PARKING SIGNS	EACH	1	255		255.00
23 STREET SIGNS	EACH	12	250		3,000.00
24 6' x 4' PRECAST CONCRETE CURB INLET	EACH	5	7900		39,500.00
25 7' x 7' PRECAST CONCRETE OUTLET STRUCTURE	EACH	1	89928		89,928.00
26 12" HDPE STORM PIPE	LF	48	83		3,984.00
27 15" RCP STORM PIPE	LF	12	114		1,368.00
28 18" RCP STORM PIPE	LF	481	148		71,188.00
29 24" RCP STORM PIPE	LF	72	131		9,432.00
30 54" RCP STORM PIPE	LF	133	386		51,338.00
31 60" RCP STORM PIPE	LF	36	434		15,624.00
32 12" HDPE END SECTION	EACH	2	800		1,600.00
33 15" RC END SECTION	EACH	1	1033		1,033.00
34 18" RC END SECTION	EACH	4	1110		4,440.00
35 24" RC END SECTION	EACH	4	1260		5,040.00
36 48" RC END SECTION	EACH	2	2865		5,730.00
37 54" RC END SECTION	EACH	2	3185		6,370.00
38 60" RC END SECTION	EACH	2	3555		7,110.00
39 CONCRETE COLLAR	EACH	2	2424		4,848.00
40 RIP RAP LIGHT 18" (100 LB)	SY	55	98		5,390.00
41 RIP RAP LIGHT 24" (200 LB)	SY	350	115		40,250.00
42 4" SCHEDULE 40 PVC CONDUIT	LF	180	17		3,060.00
43 CONNECT TO EXISTING SANITARY SEWER MAIN	LS	1	1838		1,838.00
44 4' DIAMETER SANITARY MANHOLE	EACH	3	9060		27,180.00
45 8" SDR 26 SANITARY SEWER MAIN LINE	LF	757	105		79,485.00
46 6" PVC SANITARY SEWER SERVICE STUB	LF	20	132		2,640.00
47 IMPERVIOUS DITCH CHECK	LF	10	38		380.00
48 TYPE E CLASS 2 EROSION CONTROL MATTING	SY	170	9		1,530.00
49 POLE MOUNTED LIGHT FIXTURES	EACH	4	4100		16,400.00
50 SITE ELECTRICAL	LS	1	24915		24,915.00
51 TREE PRESERVATION FENCE	LF	700	6		4,200.00
TOTAL:					1,136,442.00

ASPHALT MATERIAL INDEX:

The price included for Asphaltic Concrete Surface will be based on the computed monthly Asphalt Material Index for the month of the bid opening. If the current month is not available at the time of bid opening, the index value for the month prior to bid opening shall be used, as listed at the following web site, <http://www.ksdot.org/burconsmain/ppreq/asphaltpriceindex.asp>. The bid unit price for Asphaltic Concrete Surface shall be adjusted in subsequent months based on specification number 15-01009, Asphalt Price Adjustment, in the 2015 Edition of Kansas Department of Transportation Special Provisions for the Standard Specification.

The undersigned successfully completed the bid process online at olatheks.bonfire.com and affirms.



Contractor	SANDS CONSTRUCTION, LLC
By	STEVE SANDS
Title	OWNER/PRESIDENT
Date	11/18/2025
Telephone Number	913.306.4015
Contact Person	JOE RADZEVICH, 913.599.9149

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 ____Sands Construction, LLC____ ("Contractor"). Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Grading, paving, and utility improvements for a new neighborhood park to be known as Pioneer Park. The work more specifically includes earthwork and associated erosion and sediment control; installation of sanitary sewer, storm sewer, and electrical utilities; the installation of a park entrance road and 15-stall parking lot; and the installation of certain portions of concrete sidewalk and trail.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Pioneer Park Improvements, Project Number 4-C-021-22

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Landworks Studio, LLC.

3.02 The Owner has retained Landworks Studio, LLC ("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 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 days after the date when the Contract Times commence to run.

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:

\$ 1,136,442.00

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 based on 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 To induce Owner to enter 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 EJCD-1 to EJCD-7, inclusive).
 2. Performance & Maintenance bond (pages EJCD-8 to EJCD-13, inclusive).
 3. Statutory bond (pages EJCD-14 to EJCD-18, inclusive).
 4. Appointment of Process Agent.
 5. Non-collusive Affidavit of Prime Bidder.
 6. General Conditions (pages EJCD-i to EJCD-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 35 sheets as 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. 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 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.

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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:

Sands Construction, LLC

By: Steve Sands

Title: Owner/President

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

Attest:

Title:

Address for giving notices:

1284 Eisenhower Rd.

Leavenworth, KS 66048

Contractor's Phone Number 913-306-4015

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