

BID FORM
P.N. 2-C-030-18
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 Upper Mill Creek (Prairie to Cedar) Stormwater Improvements Project (City Project No. 2-C-030-18) (Johnson County SMP Project No. MC-09-026).

Schedule of Values

ITEM		UNITS	APPROX. QUANTITY	UNIT PRICE		AMOUNT DOLLARS
				DOLLARS	CENTS	
Upper Mill Creek P.N. 2-C-030-18						
1	Mobilization	LS	1	425,000	00	\$425,000.00
2	Contractor Construction Staking	LS	1	55,000	00	\$55,000.00
3	Clearing and Grubbing	LS	1	125,000	00	\$125,000.00
4	Unclassified Excavation	CY	32,054	20	00	\$641,080.00
5	Compaction of Earthwork	CY	14,536	2	50	\$36,340.00
6	Remove Existing Pavement	SY	7,257	6	50	\$47,170.50
7	Remove Existing Driveway	SY	1,271	8	50	\$10,803.50
8	Sidewalk Removal	LF	2,566	4	50	\$11,547.00
9	Removal of Exist. Structures	LS	1	300,000		\$300,000.00
Roadway Construction						
10	Cold Milling	SY	79	125	00	\$9,875.00
11	Full Depth Street Patch	EACH	2	1,750	00	\$3,500.00
12	2" Asphaltic Concrete Surface (BM-2FR)	TONS	488	105	00	\$51,240.00
13	6" Asphaltic Concrete Base (BM-2BFR)	TONS	1,226	90	00	\$110,340.00
14	8" Asphaltic Concrete Base (BM-2BFR)	TONS	228	90	00	\$20,520.00
15	Aggregate Base Course (AB-3 Modified) (6")	SY	6,881	10	00	\$68,810.00
16	Aggregate Base Course (AB-3 Modified) (4")	SY	377	15	00	\$5,655.00
17	Subgrade Repair (Geogrid) (Est.)	SY	5,323	3	00	\$15,969.00
18	Concrete Pavement (10" Unif.) (AE) (Br App)	SY	527	260	00	\$137,020.00
19	Install Curb and Gutter (Type B)	LF	2,232	30	00	\$66,960.00
20	Install Curb and Gutter (Type C)	LF	341	35	00	\$11,935.00
21	Concrete Safety Barrier	LF	306	245	00	\$74,970.00
22	Pipe Underdrain (6")	LF	385	18	00	\$6,930.00
23	4" Asphaltic Concrete Surface (BM-2FR)	TONS	171	125	00	\$21,375.00
24	Install Concrete Sidewalk	SF	10,414	5	50	\$57,277.00
25	Concrete Sidewalk Construction (Br App)	SY	115	75	00	\$8,625.00
26	Install Type I Sidewalk Ramp	EA	9	2,250	00	\$20,250.00
27	Install Type II Sidewalk Ramp	EA	4	2,250	00	\$9,000.00
28	Install Type III Sidewalk Ramp	EA	2	2,400	00	\$4,800.00
29	Install Type IV Sidewalk Ramp	EA	3	2,500	00	\$7,500.00
30	Install Concrete Drive (6")	SY	843	115	00	\$96,945.00
31	Install Concrete Drive (Commercial Entrance) (7")	SY	195	125	00	\$24,375.00
32	Install Aggregate Drive (6")	SY	346	30	00	\$10,380.00
Utility Adjustments						
33	Adjust Existing Sanitary Sewer Manhole	EA	11	1,800	00	\$19,800.00
34	Adjust Existing Sanitary Sewer Manhole & Install Bolt-Down Locking Floodplain Lid	EA	2	2,500	00	\$5,000.00
35	Adjust. Exist. Water Valve Box or Meter Box	EA	3	250	00	\$750.00
36	Concrete Encasement (Sanitary)	EA	255	165	00	\$42,075.00
Storm Sewer						
37	6' x 4' Curb Inlet	EA	3	5,500	00	\$16,500.00
38	6' x 5' Curb Inlet	EA	3	5,800	00	\$17,400.00
39	8' x 5' Curb Inlet	EA	5	6,250	00	\$31,250.00
40	6' x 4' Non-Setback Curb Inlet	EA	2	5,500	00	\$11,000.00
41	6' x 4' Non-Setback Curb Inlet With Special Top Slab	EA	2	5,850	00	\$11,700.00
42	8' x 4' Non-Setback Curb Inlet With Special Top Slab	EA	1	6,250	00	\$6,250.00
43	6'x4' Curb Inlet With Special Top Slab	EA	4	6,000	00	\$24,000.00
44	8'x4' Curb Inlet With Special Top Slab	EA	1	6,250	00	\$6,250.00
45	6'x4' Combination Inlet	EA	1	5,750	00	\$5,750.00
46	6'x6' Combination Inlet	EA	1	8,000	00	\$8,000.00
47	4' x 4' Junction Box	EA	3	5,500	00	\$16,500.00
48	5' x 5' Junction Box	EA	1	6,000	00	\$6,000.00
49	7' x 7' Junction Box	EA	1	12,000	00	\$12,000.00
50	10' x 10' Junction Box	EA	1	10,500	00	\$10,500.00

51	5' x 5' Grate Inlet	EA	1	4,500	00	\$4,500.00
52	1.5' Diameter Drain Basin	EA	3	1,000	00	\$3,000.00
53	Trench Drain	EA	1	3,000	00	\$3,000.00
54	Pipe Collar	EA	3	1,200	00	\$3,600.00
55	Storm Sewer (15") (RCP)	LF	294	80	00	\$23,520.00
56	Storm Sewer (18") (RCP)	LF	331	90	00	\$29,790.00
57	Storm Sewer (24") (RCP)	LF	199	100	00	\$19,900.00
58	Storm Sewer (30") (RCP)	LF	211	120	00	\$25,320.00
59	Storm Sewer (30") (RCP Class V)	LF	21	145	00	\$3,045.00
60	Storm Sewer (36") (RCP)	LF	260	150	00	\$39,000.00
61	Storm Sewer (48") (RCP)	LF	37	220	00	\$8,140.00
62	Storm Sewer (48" x 76") (RCPHE)	LF	22	380	00	\$8,360.00
63	Storm Sewer (12") HDPE	LF	56	65	00	\$3,640.00
64	Storm Sewer (15") HDPE	LF	20	80	00	\$1,600.00
65	End Section (15") (RC)	EA	3	1,100	00	\$3,300.00
66	End Section (24") (RC)	EA	1	1,500	00	\$1,500.00
67	End Section (30") (RC)	EA	1	1,850	00	\$1,850.00
68	End Section (36") (RC)	EA	1	2,200	00	\$2,200.00
69	End Section (48") (RC)	EA	1	3,250	00	\$3,250.00
70	End Section (48" x 76") (RCPHE)	EA	1	4,800	00	\$4,800.00
RFB						
71	12'x4' RFB	LF	51	975	00	\$49,725.00
72	Concrete (Grade 4.0) (RFB)	CY	72.4	885	00	\$64,074.00
73	Foundation Stabilization (RFB)	CY	207	55	00	\$11,385.00
74	Reinforcing Steel (Grade 60) (RFB)	LB.	12,550	2	00	\$25,100.00
75	Concrete for Seal Course (Set Price) (RFB)	CY	1	175	00	\$175.00
76	Granular Backfill (Wingwalls) (RFB)	CY	24	75	00	\$1,800.00
77	Handrail (Metal)(3'-6") (RFB)	LF	36	182	00	\$6,552.00
Slope Protection					00	\$0.00
78	Flume Inlet and Concrete Slope Drain	EA	1	7,500	00	\$7,500.00
79	Slope Protection (Riprap Stone)(200 LB.)	CY	4,318	90	00	\$388,620.00
80	Bedding for Slope Protection (6")	CY	1,080	62	00	\$66,960.00
81	1' Thick Stockpiled In-Situ Channel Bottom Stone	CY	473	75	00	\$35,475.00
Sanitary Sewer						
82	5' Dia. Manhole (Sanitary)	EA	3	10,000	00	\$30,000.00
83	5' Dia. Manhole (Sanitary) & Install Bolt-Down Locking Floodplain Lid	EA	6	9,500	00	\$57,000.00
84	5' Dia. Manhole (Sanitary) with Outside Drop	EA	2	14,000	00	\$28,000.00
85	6' Dia. Manhole (Sanitary)	EA	2	12,500	00	\$25,000.00
86	6' Dia. Manhole (Sanitary) & Install Bolt-Down Locking Floodplain Lid	EA	1	13,000	00	\$13,000.00
87	8' Dia. Manhole (Sanitary)	EA	1	28,000	00	\$28,000.00
88	Sanitary Sewer (24") (PVC PS 115)	LF	1,346	250	00	\$336,500.00
89	Sanitary Sewer (36") (PVC PS 115)	LF	427	565	00	\$241,255.00
90	6" Service Line (SDR 26) (Sanitary)	LF	300	78	00	\$23,400.00
91	8" Service Line (SDR 26) (Sanitary)	LF	10	240	00	\$2,400.00
Waterline						
92	6" Waterline (DIP) (Polywrapped) (Pressure Class 350)	LF	244	200	00	\$48,800.00
93	8" Waterline (DIP) (Polywrapped) (Pressure Class 350)	LF	242	200	00	\$48,400.00
94	12" Waterline (DIP) (Polywrapped) (Pressure Class 350)	LF	377	218	00	\$82,186.00
95	3/4" Type "K" Copper Service Line	LF	317	42	00	\$13,314.00
96	1" Type "K" Copper Service Line	LF	282	44	50	\$12,549.00
97	3" Type "K" Copper Service Line	LF	55	130	00	\$7,150.00
98	Replace Water Meter	EA	6	1,200	00	\$7,200.00
99	Gate Valve (6")	EA	2	2,200	00	\$4,400.00
100	Gate Valve (8")	EA	1	2,500	00	\$2,500.00
101	Gate Valve (12")	EA	2	3,650	00	\$7,300.00
102	Straddle Block (6")	EA	2	620	00	\$1,240.00
103	Straddle Block (8")	EA	1	750	00	\$750.00
104	Straddle Block (12")	EA	1	800	00	\$800.00
105	Concrete Encasement (Waterline)	LF	132	120	00	\$15,840.00
106	Fire Hydrant Assembly	EA	4	6,000	00	\$24,000.00
Feature Restoration						\$0.00
107	Fencing (4' Split Rail Wood Fence)	LF	64	21	00	\$1,344.00
108	Fencing (4' Chain Link Fence)	LF	210	25	00	\$5,250.00
109	Fencing (5' Chain Link Fence)	LF	62	31	00	\$1,922.00
110	Fencing (6' Chain Link Fence)	LF	70	28	00	\$1,960.00
111	Fencing (6' Wood Privacy)	LF	67	43	00	\$2,881.00
112	Handrail (Metal) (3'-6")	LF	454	178	00	\$80,812.00

113	Handrail (Metal) (4'-6")	LF	12	112	00	\$1,344.00
114	Stairs	EA	1	1,500	00	\$1,500.00
115	Salvage & Reconstruct Monument	EA	1	2,500	00	\$2,500.00
116	Install Relocated Bench	EA	2	1,500	00	\$3,000.00
117	Patio Reconstruction (6" Concrete)	SY	46	75	00	\$3,450.00
118	Patio Reconstruction (Brick)	SY	10	125	00	\$1,250.00
119	Patio Reconstruction (6" Stamped)	SY	26	135	00	\$3,510.00
120	Landscaping Wall	SF	10	115	00	\$1,150.00
121	Curb (Intermittent)	LF	77	35	00	\$2,695.00
122	Reset Private Light Pole	EA	1	2,000	00	\$2,000.00
123	Remove & Reset Wood Ramp	EA	1	550	00	\$550.00
124	Reinstall Carport Wall	EA	1	2,500	00	\$2,500.00
Poplar Street Over Upper Mill Creek						\$0.00
125	Class I Excavation (Poplar St Bridge)	CY	6	90	00	\$540.00
126	Class II Excavation (Poplar St Bridge)	CY	165	80	00	\$13,200.00
127	Concrete (Grade 4.0)(AE) (Poplar St Bridge)	CY	58	1,100	00	\$63,800.00
128	Concrete (Grade 4.0)(AE)(SA) (Poplar St Bridge)	CY	150	1,100	00	\$165,000.00
129	Reinforcing Steel (Grade 60) (Poplar St Bridge)	LB.	12,440	2	00	\$24,880.00
130	Reinforcing Steel (Grade 60)(Epoxy Coated) (Poplar St Bridge)	LB.	33,890	1	85	\$62,696.50
131	Drilled Shaft (30") (Poplar St Bridge)	LF	95	775	00	\$73,625.00
132	Permanent Casing (30")(Set Price) (Poplar St Bridge)	LF	1	120	00	\$120.00
133	Sonic Test (Drilled Shaft)(Set Price) (Poplar St Bridge)	EA	1	1,800	00	\$1,800.00
134	Bridge Handrail (Metal)(1'-10") (Poplar St Bridge)	LF	94	169	00	\$15,886.00
135	Bridge Handrail (Metal)(4'-6") (Poplar St Bridge)	LF	121	188	00	\$22,748.00
136	Electric Conduit (2.0")(Non-Metallic) (Poplar St Bridge)	LF	99	40	00	\$3,960.00
137	Abutment Aggregate Drain (Poplar St Bridge)	CY	248	175	00	\$43,400.00
138	Bridge Backwall Protection System (Poplar St Bridge)	SY	34	60	00	\$2,040.00
139	Multi-Layer Polymer Concrete Overlay (Poplar St Bridge)	SY	228	135	00	\$30,780.00
140	Concrete Masonry Coating (Poplar St Bridge)	SY	193	65	00	\$12,545.00
Spruce Street Over Upper Mill Creek						
141	Class I Excavation (Spruce St Bridge)	CY	19	90	00	\$1,710.00
142	Class II Excavation (Spruce St Bridge)	CY	151	90	00	\$13,590.00
143	Concrete (Grade 4.0)(AE) (Spruce St Bridge)	CY	58	1,100	00	\$63,800.00
144	Concrete (Grade 4.0)(AE)(SA) (Spruce St Bridge)	CY	160.5	1,100	00	\$176,550.00
145	Reinforcing Steel (Grade 60) (Spruce St Bridge)	LB.	11,680	2	05	\$23,944.00
146	Reinforcing Steel (Grade 60)(Epoxy Coated) (Spruce St Bridge)	LB.	32,400	1	85	\$59,940.00
147	Drilled Shaft (30") (Spruce St Bridge)	LF	69	900	00	\$62,100.00
148	Permanent Casing (30")(Set Price) (Spruce St Bridge)	LF	1	120	00	\$120.00
149	Sonic Test (Drilled Shaft)(Set Price) (Spruce St Bridge)	EA	1	1,800	00	\$1,800.00
150	Bridge Handrail (Metal)(1'-10") (Spruce St Bridge)	LF	94	169	00	\$15,886.00
151	Bridge Handrail (Metal)(4'-6") (Spruce St Bridge)	LF	107	188	00	\$20,116.00
152	Electric Conduit (2.0")(Non-Metallic) (Spruce St Bridge)	LF	49	40	00	\$1,960.00
153	Abutment Aggregate Drain (Spruce St Bridge)	CY	276	175	00	\$48,300.00
154	Bridge Backwall Protection System (Spruce St Bridge)	SY	37	60	00	\$2,220.00
155	Multi-Layer Polymer Concrete Overlay (Spruce St Bridge)	SY	249	135	00	\$33,615.00
156	Concrete Masonry Coating (Spruce St Bridge)	SY	179	65	00	\$11,635.00
Chestnut Street Over Upper Mill Creek						
157	Class I Excavation (Chestnut St Bridge)	CY	13	90	00	\$1,170.00
158	Class II Excavation (Chestnut St Bridge)	CY	127	100	00	\$12,700.00
159	Concrete (Grade 4.0)(AE) (Chestnut St Bridge)	CY	43.6	1,450	00	\$63,220.00
160	Concrete (Grade 4.0)(AE)(SA) (Chestnut St Bridge)	CY	187.7	1,100	00	\$206,470.00
161	Reinforcing Steel (Grade 60) (Chestnut St Bridge)	LB.	14,670	2	05	\$30,073.50
162	Reinforcing Steel (Grade 60)(Epoxy Coated) (Chestnut St Bridge)	LB.	38,500	1	85	\$71,225.00
163	Drilled Shaft (30") (Chestnut St Bridge)	LF	89	800	00	\$71,200.00
164	Permanent Casing (30")(Set Price) (Chestnut St Bridge)	LF	1	120	00	\$120.00
165	Sonic Test (Drilled Shaft)(Set Price) (Chestnut St Bridge)	EA	1	1,800	00	\$1,800.00
166	Bridge Handrail (Metal)(1'-10") (Chestnut St Bridge)	LF	57	169	00	\$9,633.00
167	Bridge Handrail (Metal)(4'-6") (Chestnut St Bridge)	LF	57	188	00	\$10,716.00
168	Electric Conduit (2.0")(Non-Metallic) (Chestnut St Bridge)	LF	59	40	00	\$2,360.00
169	Abutment Aggregate Drain (Chestnut St Bridge)	CY	234	175	00	\$40,950.00
170	Bridge Backwall Protection System (Chestnut St Bridge)	SY	44	60	00	\$2,640.00
171	Multi-Layer Polymer Concrete Overlay (Chestnut St Bridge)	SY	233	135	00	\$31,455.00
172	Concrete Masonry Coating (Chestnut St Bridge)	SY	161	65	00	\$10,465.00
Pedestrian Bridge Over Upper Mill Creek						
173	Prefabricated Bridge (Steel)(78 ft)	LS	1	105,000	00	\$105,000.00
174	Concrete (Grade 4.0)(AE) (Pedestrian Bridge)	CY	9.4	2,100	00	\$19,740.00
175	Reinforcing Steel (Grade 60) (Pedestrian Bridge)	LB.	900	4	00	\$3,600.00

Walls						
176	Concrete (Grade 4.0) (Wall No. 1)	CY	12.7	1,250	00	\$15,875.00
177	Flowable Fill (Low Strength) (Wall No. 1)	CY	51.9	200	00	\$10,380.00
178	Concrete (Grade 4.0) (Wall No. 2)	CY	12.3	1,290	00	\$15,867.00
179	Flowable Fill (Low Strength) (Wall No. 2)	CY	47	200	00	\$9,400.00
180	Concrete (Grade 4.0) (Wall No. 3)	CY	12.7	1,250	00	\$15,875.00
181	Flowable Fill (Low Strength) (Wall No. 3)	CY	51.2	200	00	\$10,240.00
182	Concrete (Grade 4.0) (Wall No. 4)	CY	12.4	1,280	00	\$15,872.00
183	Flowable Fill (Low Strength) (Wall No. 4)	CY	46.2	200	00	\$9,240.00
184	Concrete (Grade 4.0) (Wall No. 5)	CY	12.4	1,280	00	\$15,872.00
185	Flowable Fill (Low Strength) (Wall No. 5)	CY	35.5	200	00	\$7,100.00
186	Concrete (Grade 4.0) (Wall No. 6)	CY	12.4	1,280	00	\$15,872.00
187	Flowable Fill (Low Strength) (Wall No. 6)	CY	19.9	200	00	\$3,980.00
188	Concrete (Grade 4.0) (Wall No. 7)	CY	105	1,150	00	\$120,750.00
189	Concrete (Grade 4.0) (Wall No. 8)	CY	122.5	1,150	00	\$140,875.00
190	Flowable Fill (Low Strength) (Wall No. 8)	CY	1.7	250	00	\$425.00
191	Concrete (Grade 4.0) (Wall No. 9)	CY	89.7	1,150	00	\$103,155.00
192	Concrete (Grade 4.0) (Wall No. 10)	CY	80.5	1,250	00	\$100,625.00
193	Flowable Fill (Low Strength) (Wall No. 10)	CY	13.5	200	00	\$2,700.00
194	Concrete (Grade 4.0) (Wall No. 11)	CY	24	1,195	00	\$28,680.00
195	Flowable Fill (Low Strength) (Wall No. 11)	CY	9.3	205	00	\$1,906.50
196	Concrete (Grade 4.0) (Wall No. 12)	CY	22.8	1,200	00	\$27,360.00
197	Flowable Fill (Low Strength) (Wall No. 12)	CY	58.7	200	00	\$11,740.00
198	Concrete (Grade 4.0) (Wall No. 13)	CY	219	1,120	00	\$245,280.00
199	Handrail (Metal)(4'-6") (Walls)	LF	96	188	00	\$18,048.00
200	Handrail (Metal)(3'-6") (Walls)	LF	677	178	00	\$120,506.00
Landscaping						
201	Sodding	SY	12,918	5	15	\$66,527.70
202	Seeding (Lawn Grass)	SY	9,359	0	55	\$5,147.45
203	Seeding (Wildflower Planting)	SY	195	5	00	\$975.00
204	Seeding (Flood Bench Seeding)	SY	2,512	1	95	\$4,898.40
205	Turf Reinforcement Mat (TRM)	SY	10,894	6	95	\$75,713.30
206	Tree Replacement	EA	141	415	00	\$58,515.00
207	Temporary Tree Protection	EA	1	250	00	\$250.00
208	Deep Cell Plug (Native Grasses)	EA	2,686	5	50	\$14,773.00
209	Temporary Seeding & Mulching	Acre	11	1,450	00	\$15,950.00
210	Erosion Control	LS	1	15,000	00	\$15,000.00
Traffic and Misc.						
211	Street Lighting Installation	LS	1	145,000	00	\$145,000.00
212	Permanent Signing & Striping	LS	1	10,000	00	\$10,000.00
213	SMP Project Sign	EA	6	750	00	\$4,500.00
214	Wayfinding Sign	EA	11	750	00	\$8,250.00
215	Traffic Control	LS	1	10,000	00	\$10,000.00
216	Salvage Johnson County Benchmark 504 & Reinstall on Bridge Post Construction	EA	1	1,500	00	\$1,500.00
217	As-Built Plans	LS	1	3,500	00	\$3,500.00
218	Owner's Allowance (Set Price)	LS	1	450,000	00	\$450,000.00
Downtown Streets Reconstruction P.N. 3-R-001-21						
219	Remove Existing Pavement	SY	601	7	00	\$4,207.00
220	Remove Existing Driveway	SY	64	8	50	\$544.00
221	Sidewalk Removal	LF	345	4	50	\$1,552.50
222	Cold Milling	SY	51	125	00	\$6,375.00
223	2" Asphaltic Concrete Surface (BM-2FR)	TONS	82	105	00	\$8,610.00
224	8" Asphaltic Concrete Base (BM-2BFR)	TONS	302	90	00	\$27,180.00
225	Aggregate Base Course (AB-3 Modified) (6")	SY	779	10	00	\$7,790.00
226	Aggregate Base Course (AB-3 Modified) (4")	SY	178	15	00	\$2,670.00
227	Subgrade Repair (Geogrid) (Est.)	SY	585	3	00	\$1,755.00
228	Install Curb and Gutter (Type B)	LF	402	30	00	\$12,060.00
229	Install Curb and Gutter (Type C)	LF	39	35	00	\$1,365.00
230	Install Concrete Sidewalk	SF	2,703	6	00	\$16,218.00
231	Install Concrete Drive (6")	SY	99	75	00	\$7,425.00
232	Sodding	SY	574	5	25	\$3,013.50
TOTAL:						\$8,605,932.35

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

The undersigned successfully completed the bid process online at www.publicpurchase.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 _____ ("Contractor"). Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

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

Stormwater improvements located along Upper Mill Creek from Mulberry Street to Santa Fe Street, including the construction of three reinforced concrete haunched slab bridges at Poplar Street, Spruce Street, and Chestnut Street, channel grading and overbank grading, construction of retaining walls along Upper Mill Creek. Roadway improvements include the reconstruction of Poplar Street, Spruce Street, Chestnut Street, and Cherry Street within the project limits. Also included is installation of a pedestrian bridge, construction of a RFB, installation of new storm sewer, sanitary sewer, waterline, trail construction, lighting signing, riprap, tree planting, seeding and sodding.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Upper Mill Creek (Prairie to Cedar) Stormwater Improvements (Project No. 2-C-030-18).

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by HNTB Corporation.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. The Work will be substantially completed within 540 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 600 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any

extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$2,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive and will not be imposed concurrently.
4. Milestones: Contractor shall pay Owner \$2000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in the special conditions for the opening of each bridge crossing to traffic, until each bridge crossing is open to traffic.
 - a. Chestnut Street Bridge – Limited to 5 Month Closure Duration
 - b. Spruce Street Bridge – Limited to 5 Month Closure Duration
 - c. Poplar Street Bridge – Limited to 5 Month Closure Duration
 - d. Library property demolitions (302 E Santa Fe St, 215 N Water St, 219 N Water St, 218 N Chestnut St, 219 E Poplar St, Water Street roadway/ pavement removal) – completed by June 30th, 2021

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 EJCDC C520-1 to EJCDC C520-7, inclusive).
 - 2. Performance & Maintenance bond (pages EJCDC C520-8 to EJCDC C520-13, inclusive).
 - 3. Statutory bond (pages EJCDC C520-14 to EJCDC C520-18, inclusive).
 - 4. Appointment of Process Agent.
 - 5. Non-collusive Affidavit of Prime Bidder.
 - 6. General Conditions (pages EJCDC C-700-1 to EJCDC-C-700-65, inclusive).
 - 7. Supplementary Conditions (pages SC-1 to SC-34, inclusive).

8. Specifications as listed in the table of contents of the Project Manual.
 9. Drawings (not attached but incorporated by reference) consisting of 331 sheets with each sheet bearing the following general title: **Upper Mill Creek (Prairie to Cedar) Stormwater Improvements**.
 10. Addenda (numbers ___ to ___, inclusive).
 11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages ___ to ___, inclusive).
 - b. Bid Documents (Notice to Bidders, Instructions to Bidders, Questionnaire of Personnel Practices Bid Bond, Bid Form).
 - c. Certificates (Compliance with Personnel Practices, Good Standing to Conduct Business in Kansas, Insurance).
 - d. Project Requirements.
 - e. Temporary Facilities.
 - f. Submittals.
 - g. Technical Specifications.
 - h. General Special Conditions.
 - i. Measurements and Payments.
 12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without

limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each represent that they are duly authorized to enter into the Contract, and binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor in the Supplementary Conditions.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

OWNER:

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:

Deputy City Attorney