

CITY OF OLATHE, KANSAS

INFRASTRUCTURE MANAGEMENT DIVISION

NOTICE TO BIDDERS

Sealed bids will be received online at www.publicpurchase.com, until 10:00 a.m. local time, on Thursday, May 9, 2013 for the construction of Robinson Storage Facility, Project No 6-C-002-12 .

At said time and place, and promptly thereafter, all bids that have been duly received will be publicly opened and read aloud.

The work consists of the following: The construction of a new 6,460sf storage structure with associated site work. The structure contains 6,460sf on the ground level and has a 1,665sf mezzanine located within it. The structure is a pre-manufactured metal building. The use for the building is general storage, a small office, and a reuse operation.

Bid documents including drawings and specifications are on file at the office of Public Works, Planning and Environmental Services of Olathe, Kansas, and are open for public inspections. Bid documents and drawings may be downloaded free of charge from www.publicpurchase.com.

A satisfactory bid bond executed by the bidder or an acceptable surety, in an amount equal to five percent (5%) of the total bid for work shall be submitted with each proposal. A scanned copy of the bid bond must be included with the online bid submittals, and the original bid bond submitted to the City at said time and date above.

The successful bidder will be required to furnish and pay satisfactory performance and payment bond or bonds.

The City of Olathe, Kansas, reserves the right to reject any or all bids or to waive any informality in the bidding.

Bids may be held by the City of Olathe, Kansas, for a period not to exceed sixty (60) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding the contract.

Effective April 24, 2000, all bidders shall submit in writing to the Director of Human Relations an affirmative action program. No contract will be awarded to any company that has not been issued a Certification of Compliance by the Olathe Human Relations Commission within the past twelve months. A copy of the required form is included in the contract documents. Questions concerning the forms and information required to complete the form should be directed to the City of Olathe Equal Opportunity Office at (913) 971-6694.

City of Olathe, Kansas

BY Donald T. Howell
City Clerk

Contract Documents for:

Robinson Storage Facility Project Number: 6-C-002-12

Prepared for:

City of Olathe, Kansas
Infrastructure Management Division



Prepared by Architect:



IDS – incite Design Studio, LLC
7930 Santa Fe Dr., Overland Park, KS 66204
p (913) 381-4437
f (913) 428-8448

SECTION 000105 CERTIFICATIONS PAGE

I hereby certify that this specification was prepared by me or under my direct supervision
and that I am a duly Licensed Architect under the laws of the State of Kansas.



Architect: Brian S. Foxworthy

License No. 4626

I hereby certify that this specification was prepared by me or under my direct supervision
and that I am a duly Licensed Professional Engineer under the laws of the State of Kansas.



Civil: Brian S. Hill

License No. 19383

I hereby certify that this specification was prepared by me or under my direct supervision
and that I am a duly Licensed Professional Engineer under the laws of the State of Kansas.



Structural: Kimberly E. Jones

License No. 16034

I hereby certify that this specification was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Kansas.



Electrical: Michael R. Unger

License No. 16066

I hereby certify that this specification was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Kansas.



Mechanical/Plumbing: Edward J Kucirek

License No. 9321

END OF SECTION 000105

CITY OF OLATHE, KANSAS

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City of Olathe, Kansas

BY Donald T. Howell
City Clerk

TABLE OF CONTENTS

DIVISION 1 – FRONT END DOCUMENTS

NOTICE TO BIDDERS	NB-1
TABLE OF CONTENTS	TC-1
INSTRUCTIONS TO BIDDERS	ITB-1
01 Terms	ITB-1
02 Copies of Bidding Documents.....	ITB-1
03 Qualifications of Bidders.....	ITB-1
04 Examination of Contract Documents & Site.....	ITB-1
05 Interpretations.....	ITB-2
06 Bid Security.....	ITB-2
07 Contract Time.....	ITB-2
08 Liquidated Damages.....	ITB-3
09 Substitute Material & Equipment.....	ITB-3
10 Subcontractors, Etc.....	ITB-3
11 Bid Form.....	ITB-4
12 Submission of Bids.....	ITB-4
13 Modification and Withdrawal of Bids.....	ITB-4
14 Opening of Bids.....	ITB-4
15 Bids to Remain Open.....	ITB-4
16 Award of Contract.....	ITB-4
17 Performance and Other Bonds.....	ITB-5
18 Signing of Agreement.....	ITB-5
19 Special Legal Requirements.....	ITB-5
20 Non-Resident Contractors.....	ITB-5
21 Equal Employment Opportunity.....	ITB-6
22 Tax Exemption.....	ITB-6
QUESTIONNAIRE OF PERSONAL PRACTICES	QPP-1-11
STATEMENT OF BIDDERS QUALIFICATIONS.....	BQ-1
BID BOND.....	BB-1-2
BID FORM (SCHEDULE OF VALUES).....	BF-1-2
STANDARD FORM OF AGREEMENT.....	EJCDC-1 -7
PERFORMANCE AND MAINTENANCE BOND.....	EJCDC-8-9
STATUTORY BOND.....	EJCDC-10-11
APPOINTMENT OF PROCESS AGENT.....	EJCDC-12
NON-COLLUSIVE AFFIDAVIT OF PRIME BIDDER.....	EJCDC-13
STANDARD GENERAL CONDITIONS.....	100-1-33
SUPPLEMENTARY CONDITIONS.....	SC-1-9
PROJECT REQUIREMENTS.....	PR-1-6
TEMPORARY FACILITIES.....	TF-1-3
SUBMITTALS.....	SB-1-3
TECHNICAL SPECIFICATIONS.....	TS-1
SPECIAL CONDITIONS.....	SPC-1-14
MEASUREMENT AND PAYMENT.....	M&P-1

APPENDIX A -- SPECIFICATIONS

DIVISION 3 – CONCRETE

033000	Cast-In-Place Concrete.....	1-20
--------	-----------------------------	------

DIVISION 4 – MASONRY

042000	Unit Masonry	1-11
--------	--------------------	------

DIVISION 5 – METALS

054000	Cold-Formed Metal Framing	1-10
055100	Metal Stairs	1-7
055213	Pipe and Tube Railings	1-7

DIVISION 6 – WOOD, PLASTICS, AND COMPOSITES

061053	Miscellaneous Rough Carpentry	1-5
061600	Sheathing	1-5

DIVISION 7 – THERMAL AND MOISTURE PROTECTION

072100	Thermal Insulation	1-3
079200	Joint Sealants	1-7

DIVISION 8 – OPENINGS

081113	Hollow Metal Doors and Frames	1-10
083613	Sectional Doors	1-10
087100	Door Hardware.....	1-18
088000	Glazing.....	1-6

DIVISION 9 – FINISHES

092216	Non-Structural Metal Framing	1-4
092900	Gypsum Board	1-6
095113	Acoustical Panel and Ceilings.....	1-6
096513	Resilient Base and Accessories	1-4
099113	Exterior Painting	1-5
099123	Interior Painting	1-6
099600	High-Performance Coatings.....	1-5

DIVISION 10 – SPECIALTIES

102213	Wire Mesh Partitions	1-7
102800	Toilet, Bath, and Laundry Accessories	1-5
104413	Fire Extinguisher Cabinets.....	1-5
104416	Fire Extinguishers	1-3

DIVISION 13 – SPECIAL CONSTRUCTION

133419	Metal Building Systems	1-27
--------	------------------------------	------

DIVISION 20 – MECHANICAL AND PLUMBING REQUIREMENTS

200010	Basic Mechanical Requirements	1-5
200015	Materials, Products, and Equipment	1
200030	Electrical Requirements for Mechanical Equipment.....	1
200055	Basic Piping Materials and Methods.....	1-3

200100	Valves	1-3
200110	Excavation and Backfilling	1-3
200135	Meters and Gages.....	1-2
200140	Supports and Anchors	1-2
200190	Mechanical Identification.....	1-2
200241	Vibration Control.....	1-2
200250	Mechanical Insulation	1-4
200990	Testing, Adjusting, and Balancing.....	1-3

DIVISION 22 – PLUMBING

221100	Water Distribution Piping	1-5
221300	Sanitary and Vent Systems.....	1-5
223300	Water Heaters.....	1
224000	Plumbing Fixtures.....	1-2
224530	Plumbing Pumps	1-2

DIVISION 23 – HEATING VENTILATING AND AIR CONDITIONING

233113	Metal Ductwork	1-4
233300	Ductwork Accessories.....	1-4
233700	Air Outlets and Inlets	1-2
233723	Power and Gravity Ventilators	1-2
235500	Refrigerant Piping.....	1-3
235528	Fan Coil Unit	1-2
236300	Condensing Units.....	1-2
238300	Terminal Units	1-2

DIVISION 25 – INTEGRATED AUTOMATION

255500	Electric/Electronic Control Systems.....	1-4
255510	Detection Systems	1-3
255520	Sequence of Operation	1-2

DIVISION 26 – ELECTRICAL

260500	Common Work Results For Electrical	1-5
260519	Low-Voltage Electrical Power Conductors and Cables	1-4
260526	Grounding and Bonding for Electrical Systems	1-5
260529	Hangers and Supports for Electrical Systems.....	1-5
260533	Raceway and Boxes for Electrical System	1-8
260553	Identification for Electrical Systems	1-4
260923	Lighting Control Devices	1-5
262416	Panelboards.....	1-6
262726	Wiring Devices	1-7
262813	Fuses	1-3
262816	Enclosed Switches and Circuit Breakers.....	1-4
265100	Interior Lighting.....	1-7
265600	Exterior Lighting.....	1-5

DIVISION 31 – EARTHWORK

311000	Site Clearing	1-5
312000	Earth Moving	1-13
312319	Dewatering.....	1-4

DRAWINGS

INDEX OF DRAWINGS

- G0.1 INDEX OF DRAWINGS
- G0.2 SYMBOLS & ABBREVIATIONS

CIVIL

- C1.1 EXISTING CONDITIONS & DEMO PLAN
- C1.2 GRADING PLAN
- C1.3 UTILITY PLAN
- C1.4 DIMENSION & PAVING PLAN
- C1.5 EROSION CONTROL PLAN
- C1.6 SWS CALCULATIONS

- C2.1 UTILITY DETAILS
- C2.2 PAVING DETAILS
- C2.3 EROSION CONTROL DETAILS

ARCHITECTURAL

- CP1.1 CODE PLANS & PARTITION TYPES
- A1.1 FLOOR PLANS
- A3.1 REFLECTED CEILING PLANS
- A5.1 BUILDING ELEVATIONS & ROOF PLAN
- A7.1 WALL SECTIONS
- A7.2 WALL SECTIONS, STAIR PLAN & SECTION, DETAILS
- A9.1 DOOR & FRAME SCHEDULE, ELEVATIONS, DETAILS
- A10.1 BUILDING DETAILS, FINISH SHCED, & INT ELEV

STRUCTURAL

- S1.0 FOUNDATION PLAN & STRUCTURAL NOTES
- S1.1 STRUCTURAL DETAILS

MECHANICAL

- M1.1 HVAC – FLOOR PLAN
- M2.1 SCHEDULES & DETAILS

PLUMBING

- P1.1 SANITARY WASTE & VENT – FLOOR PLAN
- P2.1 DOMESTIC WATER PIPING – FLOOR PLAN

ELECTRICAL

- E0.0 SYMBOLS LEGEND

DRAWINGS (cont.)

E0.1	ELECTRICAL SITE PLAN
E1.1	LIGHTING PLAN
E2.1	POWER AND SPECIAL SYSTEMS PLAN
E3.1	ONE-LINE DIAGRAM

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract, NSPE-ACEC Document 1910-8, CSI 56465 (1983 editions) have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest qualified, responsible BIDDER to whom OWNER (on the basis of OWNER'S evaluation as hereinafter provided) makes an award.

2. COPIES OF BIDDING DOCUMENTS

- A. Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation may be obtained from ENGINEER via www.publicpurchase.com.
- B. Complete sets of Bidding Documents shall be used in preparing bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- C. OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

- A. Contractor to provide a Certificate of Good Standing from the Kansas Secretary of State prior to the project award. A scanned copy of the certificate must be included with the online bid submitted at www.publicpurchase.com.
- B. To demonstrate qualifications to perform the work, each BIDDER must be prepared to submit, within five (5) days of OWNER's request, a notarized "Statement of Bidder's Qualifications." A form for this purpose is included in this document. All information requested on the form must be provided. Each bid must contain evidence of BIDDER's qualification to do business in the state where the project is located or covenant to obtain such qualification prior to award of the contract.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. Before submitting a bid, each BIDDER must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work; and (d) study and carefully correlate BIDDER'S observations with the Contract Documents.
- B. Reference may be made in the Supplementary Conditions for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which have been relied upon by the ENGINEER used in preparing the drawings and specifications. OWNER will make copies of such reports available to any BIDDER requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his bid each BIDDER will, at his own expense, make such additional investigations and tests as the BIDDER may deem necessary to determine his

bid for performance of the work in accordance with the time, price and other terms and conditions of the Contract Documents.

- C. On request, OWNER will provide each BIDDER access to the site to conduct such investigations and tests as each BIDDER deems necessary for submission of his bid.
- D. The lands upon which the work is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the work are identified in the Supplementary Conditions, General Requirements, or drawings.
- E. The submission of a bid will constitute an incontrovertible representation by the BIDDER that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

5. INTERPRETATIONS

All questions about the meaning or intent of the Contract Documents shall be submitted to the ENGINEER in writing. Replies will be issued by addenda emailed to all parties recorded by ENGINEER as having received the bidding documents. Questions received less than ten (10) days prior to the date for opening of bids will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6. BID SECURITY

- A. Bid Security shall be made payable to OWNER in an amount of five percent (5%) of the BIDDER'S maximum bid price and in the form of a Bid Bond (on form attached, if a form is prescribed) issued by a Surety meeting the requirements of paragraph 5.1 of the General Conditions.
- B. The Bid Security of the successful BIDDER will be retained until such BIDDER has executed the agreement and furnished the required Contract Security, whereupon it will be returned; if the successful BIDDER fails to execute and deliver the agreement and furnish the required Contract Security within ten (10) days of the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that BIDDER will be forfeited. The Bid Security of any BIDDER whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of the seventh day after the "effective date of the agreement" (which term is defined in the General Conditions) by OWNER to CONTRACTOR and the required Contract Security is furnished on the sixty-first (61) day after the bid opening. Bid Security of other BIDDERS will be returned within sixty (60) days of the bid opening.
- C. A scanned copy of the BID BOND must be included with the online bid submitted at www.publicpurchase.com. The original copy of the BID BOND form must be submitted to the ENGINEER within 48 hours of bid opening. Failure to submit original copy of the bid bond will result in rejection of bid and OWNER's selection of the next low qualified bidder.

7. CONTRACT TIME

The number of days within which, or the date by which, the work is to be completed (the contract time) is set forth in the Bid Form and will be included in the Agreement.

8. LIQUIDATED DAMAGES

Provisions for liquidated damages, if any, are set forth in the Agreement.

9. SUBSTITUTE MATERIAL AND EQUIPMENT

The contract, if awarded, will be on the basis of material and equipment described in the drawings or specified in the specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the drawings or specified in the specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the "effective date of the agreement." The procedure for submittal of any such application by CONTRACTOR and consideration by ENGINEER is set forth in paragraphs 6.7.1, 6.7.2 and 6.7.3 of the General Conditions--conditions which may be supplemented in the Supplementary Conditions.

10. SUBCONTRACTORS, ETC.

- A. If the Supplementary Conditions require the identity-identities of certain SUBCONTRACTORS and other persons and organizations to be submitted to OWNER in advance of the Notice of Award, the apparent Successful BIDDER, and any other BIDDER so requested, will within thirty (30) days after the day of the bid opening submit to OWNER a list of all SUBCONTRACTORS and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such SUBCONTRACTOR, person and organization if requested by OWNER. If OWNER or ENGINEER, after due investigation-investigations, has reasonable objection to any proposed SUBCONTRACTOR, other person or organization, either may before giving the Notice of Award request the apparent Successful BIDDER to submit an acceptable substitute without an increase in bid price. If the apparent Successful BIDDER declines to make any such substitution, the contract shall not be awarded to such BIDDER, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any SUBCONTRACTOR, other person or organization so listed and to whom OWNER or ENGINEER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER.
- B. In contracts where the contract price is on the basis of cost-of-the-work plus a fee, the apparent Successful BIDDER, prior to the Notice of Award, shall identify in writing to OWNER those portions of the work that such BIDDER proposes to subcontract and after the Notice of Award may only subcontract other portions of the work with OWNER'S written consent.
- C. No CONTRACTOR shall be required to employ any SUBCONTRACTOR, other person, or organization against whom he has reasonable objection.
- D. As provided in Article 6 of the General Conditions, the CONTRACTOR may utilize the services of SUBCONTRACTORS on those parts of the Work which, under normal contracting practices, are performed by SUBCONTRACTORS; provided, however that the CONTRACTOR shall not award subcontracts which total more than (70%) of the total Contract Price based upon the unit prices within the Bid submitted to the OWNER by the CONTRACTOR.

11. BID FORM

The bid form attached hereto is for reference only; bidders must download and complete the required bid form and enter line item unit amounts online at www.publicpurchase.com.

12. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Invitation to Bid, only bids submitted electronically at www.publicpurchase.com will be considered.

13. MODIFICATION AND WITHDRAWAL OF BIDS

- A. Bids may be modified or withdrawn online at any time up to the time and date of bid opening listed on the Notice to Bidders.
- B. If, within twenty-four (24) hours after bids are opened, any BIDDER files a duly signed written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of his bid, that BIDDER may withdraw his bid and the Bid Security will be returned. Thereafter, that BIDDER will be disqualified from further bidding on the work.

14. OPENING OF BIDS

Bids will be opened (publicly).

- A. When bids are opened publicly they will be read aloud, and an abstract of the amounts of the base bids and major alternates (if any) will be made available after the opening of bids.
- B. When bids are opened privately, an abstract of the same information will be made available to BIDDERS within seven (7) days after the date of bid opening upon receipt of a written request to the OWNER by the CONTRACTOR.

15. BIDS TO REMAIN OPEN

All bids shall remain open for sixty (60) days after the date of the bid opening, but OWNER may, in his sole discretion, release any bid and return the Bid Security prior to that date.

16. AWARD OF CONTRACT

- A. OWNER reserves the right to reject any and all bids, to waive any and all informalities and to negotiate contract terms with the Successful BIDDER, and the right to disregard all nonconforming, non-responsive or conditional bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- B. In evaluating bids, OWNER shall consider the qualifications of the BIDDERS, whether or not the bids comply with the prescribed requirements, and alternates and unit prices if requested in the bid forms. It is OWNER'S intent to accept alternates (if any are accepted) in the order in which they are listed in the bid form but OWNER may accept them in any order or combination.

- C. OWNER may consider the qualifications and experience of SUBCONTRACTORS and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of SUBCONTRACTORS and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by OWNER.
- D. OWNER may conduct such investigations as he deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the BIDDERS, proposed SUBCONTRACTORS and other persons and organizations to do the work in accordance with the Contract Documents to OWNER'S satisfaction within the prescribed time.
- E. OWNER reserves the right to reject the bid of any BIDDER who does not pass any such evaluation to OWNER'S satisfaction.
- F. If the contract is to be awarded it will be awarded to the lowest BIDDER whose evaluation by OWNER indicates to OWNER that the award will be in the best interests of the project.
- G. If the contract is to be awarded, OWNER will give the Successful BIDDER a Notice of Award within sixty (60) days after the day of the bid opening.

17. PERFORMANCE AND OTHER BONDS

Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth OWNER'S requirements as to performance and other bonds. When the Successful BIDDER delivers the executed agreement to OWNER it shall be accompanied by the required Contract Security.

18. SIGNING OF AGREEMENT

When OWNER gives a Notice of Award to the Successful BIDDER, it will be accompanied by at least three (3) unsigned counterparts of the agreement and all other Contract Documents. Within ten (10) days thereafter CONTRACTOR shall sign and deliver at least three (3) counterparts of the agreement to OWNER with all other Contract Documents attached. Within ten (10) days thereafter OWNER will deliver all fully signed counterparts to CONTRACTOR. ENGINEER will identify those portions of the Contract Documents not fully signed by OWNER and CONTRACTOR and such identification shall be binding on all parties.

19. SPECIAL LEGAL REQUIREMENTS

The contract awardee, if not a resident of Kansas, shall appoint a Process Agent as provided by the form in these documents. Refer to the Supplementary Conditions for further instructions.

20. NON-RESIDENT CONTRACTORS

- A. If the Successful BIDDER is a corporation organized outside the state of Kansas, it will be necessary to apply to the Secretary of State for authority to engage in business in this state as a foreign corporation (see K.S.A. 17-7301 et. seq.).

- B. All non-resident CONTRACTORS and SUBCONTRACTORS, as defined in K.S.A. 79-1008, desiring to engage in the business of construction in who have not registered this contract with the Director of Revenue for the state of Kansas, post a good and valid surety bond in the sum of \$1,000.00 and conditioned that all taxes, including contributions due under the employment security law, which may accrue to the state of Kansas and all taxes, including contributions due under the employment security law, which may accrue to the state of Kansas, and all taxes which may accrue to the political subdivisions thereof on such Contract shall be paid (see K.S.A. 79-1009 et. seg.).

21. EQUAL EMPLOYMENT OPPORTUNITY

Attention of BIDDERS is particularly called to the requirements for assuring that employees and applicants for employment are not discriminated against in the performance of any work done under the contract because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, or national origin or ancestry.

22. TAX EXEMPTION

All applicable taxes, sales, consumer, use and other similar taxes, imposed by any taxing authority, on materials, equipment or supplies to be incorporated in the work, (except for all waterline work) shall be tax exempt and not included in the Bid.

The low BIDDER shall be required to furnish taxing authorities any necessary information or reports pertaining thereto, as required.

Pursuant to KSA 79-3606, both services and materials for this project are exempt from the Kansas Retailers' Sales Tax and the Kansas Compensating Tax. Within fifteen (15) days after the date of Contract, OWNER will provide a Kansas Sales tax exemption certificate number to CONTRACTOR. CONTRACTOR and each SUBCONTRACTOR or repairman must furnish the exemption certificate number to each supplier on Kansas Sales Tax Division Form STD 74. The exemption certificate number shall be placed on all invoices for material to be incorporated in the work. All invoices shall be held by CONTRACTOR for 5 years, and shall be subject to audit by the Director of Taxation. Upon completion of the work, CONTRACTOR shall file with OWNER on a form provided by the Director of Taxation, a sworn statement that all purchases made under the exemption certificate were entitled to be exempt from the Kansas Retailers' Sales Tax and the Kansas Compensating Tax. CONTRACTOR shall assume full responsibility for proper use of the exemption certificate number and shall pay all legally assessed penalties for improper use of the certificate number.



City of Olathe, Kansas
Resource Management Department
Human Resources Division

The attached information is to be submitted with your bid as a Contracting Company, Firm or Agency in accordance with the requirements of the Municipal Code of Affirmative Action/Equal Employment Opportunity and Contract Compliance for the City of Olathe, Kansas. All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. All statements made on this Questionnaire will be subject to investigation. **Misrepresentation of fact will disqualify the bidder.** Human Resources may conduct a periodic on-site review.

Attached to this Questionnaire is an Affirmative Action/Equal Employment Opportunity Declaration to be signed and returned with this Questionnaire.

Also attached are affidavits of Minority and/or Women's Business Enterprises or Joint Ventures with Minority and/or Women's Business Enterprises if applicable to your business.

Please return this Questionnaire and all necessary attachments to:

Human Resources
100 E. Santa Fe
Olathe, KS 66061

Contact the Human Resources at (913) 971-8790 if you have any questions. By fax: (913)971-8715.

City of Olathe, Kansas
Resource Management Department
Human Resources

Questionnaire of Personnel Practices

This information is to be submitted with your bid as a Contracting Company, Firm or Agency in accordance with the requirements of the Municipal Code of Affirmative Action/Equal Opportunity and Contract Compliance for the City of Olathe, Kansas. All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate sheets. All statements made on this Questionnaire will be subject to investigation. Misrepresentation of fact will disqualify the bidder.

A. Name of Contracting Company, Firm or Agency: _____

B. Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
Email: (optional) _____

C. Type of Company, Firm or Agency: _____

D. Name of Company, Firm or Agency President: _____

1. YES/NO Does your Company, Firm or Agency affirm that it will not discriminate against any employee or applicant for employment because of Race, Religion, Color, Sex, Age, Disability, National Origin or Ancestry as stated on all contracts with the City of Olathe, Kansas?
2. YES/NO Is it your Company's, Firm's or Agency's written policy to recruit, hire, train, upgrade, promote, and discipline persons without regard to Race, Religion, Color, Sex, Age, Disability, National Origin or ancestry as stated on all contracts with the City of Olathe, Kansas?
3. YES/NO Has responsibility been assigned to develop procedures which will assure that this policy is understood and carried out by managerial, administrative, and supervisory personnel?
4. YES/NO Have all recruitment sources been notified that your Company, Firm or Agency will consider all qualified applicants without regard to Race, Religion, Color, Sex, Age, Disability, National Origin or Ancestry?
5. YES/NO Is advertising used in recruiting applicants for employment with your Company, Firm or Agency?

If the above is **yes**:

a) Please provide details (Name of newspaper, radio, etc.)

Newspaper _____

Radio _____

TV _____

Other _____

CITY OF OLATHE QUESTIONNAIRE ON PERSONNEL PRACTICES (continued)

- b) YES/NO Does it specify that qualified applicants will be considered for employment without regard to Race, Religion, Color, Sex, Age, Disability, National Origin or Ancestry?

If advertising is **NOT** used:
How do you recruit applicants for employment?

6. YES/NO Does your Company, Firm or Agency have bargaining agreements with employee organizations?

NOTES: If **yes**, list organizations below and answer Question #7:
Local Union Member International Union

7. YES/NO If **yes**, have such organizations been notified of your Company, Firm or Agency's responsibility to comply with the nondiscrimination clause?

8. YES/NO Has your Company, Firm or Agency notified all of its subcontractors of their obligations to comply with the non-discrimination clause?

9. YES/NO Does your Company, Firm or Agency plan to hire additional employees within the next year?

a) Approximately how many? _____

b) YES/NO Are there specific plans for recruitment of minority employees?

10. YES/NO Have notices of Non-Discrimination been posted in conspicuous places?

11. List actions taken which show affirmative action in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training; including apprenticeship, on-the-job or in-service training. Include future action planned.

NOTE: If you answer **yes** to any of the below questions, an affidavit must accompany your submission.

12. Is your Company, Firm or Agency:
YES/NO A minority business enterprise?

YES/NO A women's business enterprise?

YES/NO A minority enterprise joint venture?

YES/NO A women's enterprise joint venture?

CITY OF OLATHE QUESTIONNAIRE ON PERSONNEL PRACTICES (continued)

Note: If you answer **YES** to the question below, (a copy of your Affirmative Action Plan **must be attached.**)

If you answer **NO** to the question below, (the Affirmative Action & Equal Opportunity Declaration **must be attached**)

13. YES/NO Does your Company, Firm or Agency have an Affirmative Action Plan?

_____ Date your Affirmative Action Plan became effective with your Company, Firm or Agency.

Note: If you answer **YES** to the question below, attach a copy of your most recent EEO Report or any other Federal Report.

If you answer **NO** to the question below, please complete the attached "Work Force Report Form".

14. YES/NO Does your Company, Firm or Agency submit an EEO Report or any other Federal Report to the Equal Opportunity Commission?

15. Employment figures were obtained from:

___ Visual Observation

___ Post-Employment Records

___ Other (specify)

16. Name and address of your Equal Employment Officer **OR** designated contact person:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email (optional): _____

Dated this _____ day of _____, 20_____.

Firm Name

Signature

Print Name

Title

State of _____ }
County of _____ } being first duly sworn, deposes and states he/she is _____
of _____ and that the answers to the foregoing questions and all statements
contained therein are true and correct.

Subscribed to and sworn to before me, the undersigned, a Notary Public, this _____ day of _____, 20_____.

SEAL

Notary Public Signature

My Commission Expires _____

CITY OF OLATHE QUESTIONNAIRE ON PERSONNEL PRACTICES (continued)

In keeping with our Affirmative Action/Equal Employment Opportunity Program, this Questionnaire will be reviewed annually.

Human Resources may request your personnel records whenever necessary.

Human Resources may conduct a periodic on-site review.

Contact Human Resources at (913) 971-8790 if you have any questions.

Please return the Questionnaire to:

Human Resources
100 E. Santa Fe
Olathe, KS 66061

Note: Attached to this Questionnaire is an Affirmative Action/Equal Opportunity Declaration to be signed and returned with this Questionnaire. Also attached are affidavits of Minority and/or Women's Business Enterprises or Joint Ventures with Minority and/or Women's Business Enterprises if applicable to your business.

This page intentionally left blank.



**AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT
OPPORTUNITY DECLARATION**

This is to certify that _____ will adhere to a program of Affirmation in Equal Opportunity Employment satisfactory to the Local, State, and Federal Laws and Mandates; and that this Company will adhere to Affirmative Action/Equal Opportunity in all its Employment Procedures including Advertising, Recruiting, Hiring, Training, Promotions and Upgrading.

This Company will agree to undergo periodic desk audits and on-site reviews to determine the effectiveness of this Declaration.

Dated this _____ day of _____, 20_____.

Name of Contracting Company, Firm or Agency:

Address: _____ City: _____

State: _____ Zip: _____

By (Authorized Signature):

Signature

Print Name

Title



**AFFIDAVIT OF MINORITY AND/OR WOMEN'S
BUSINESS ENTERPRISE JOINT VENTURE**

State of _____}
County of _____}

We, _____ and _____ being
Name of affiant Name of affiant

first duly sworn each for himself and in behalf of his/her respective firm, severally depose and declare:

(1) That _____ is the _____
Name of affiant Affiant's title

of _____, a minority and/or women's business
Name of firm

enterprise organized and existing under the laws of the State of _____,

with offices located at _____,

County of _____ State of _____; and

(2) That _____ is the _____
Name of affiant Affiant's title

of _____, a business enterprise organized and

existing under the laws of the State of _____,

with offices located at _____,

County of _____ State of _____,

individually are authorized to make this affidavit;

(3) That _____
Name of minority and/or women's joint venture

is a minority and/or women's business enterprise, meaning that said firm is a small business concern as defined by section 3 of the Small Business Act as amended, 15 U.S.C Sec. 632(a), owned and controlled by socially and economically disadvantaged meaning that such individuals own at least fifty-one percent (51%) of the stock or other ownership interest in the above mentioned firm and that the management and daily business operations of said firm are controlled by one or more such individuals;

(A) That the minority and/or women's business enterprise joint venture is responsible for a clearly defined portion of the work to be performed pursuant to the joint venture and shares in the ownership, control, management responsibilities, risks, and profits of the joint venture; and

AFFIDAVIT OF MINORITY AND/OR WOMEN'S BUSINESS ENTERPRISE JOINT VENTURE (continued)

(B) The affiants will provide pertinent information as requested by the City of Olathe, Kansas to document the foregoing.

Executed on this _____ day of _____, 20____

at _____, State of _____.

We declare under penalty of perjury that the foregoing declarations are true and accurate.

(1) _____
Signature of affiant Capacity

(2) _____
Signature of affiant Capacity

On this _____ day of _____, 20____, before me, both of the above listed affiant's known to me to be the persons described in the foregoing Affidavit, did swear to acknowledge that he (she) executed the same in the capacity therein stated and for the purposes therein contained. In witness thereof, I hereunto set my hand and official seal.

Subscribed to and sworn to before me, to undersigned, a Notary Public, this ____day
of _____, 20____.

SEAL

Notary Public Signature

My Commission Expires_____.



**AFFIDAVIT OF MINORITY AND/OR WOMEN'S
BUSINESS ENTERPRISE**

State of _____ }
County _____ }

I, _____, being first sworn, depose and declare:
Name of affiant

(1) That affiant is the _____ of _____,
Affiant's title Name of Firm

a business enterprise organized and existing under and by virtue of the laws of the State of

_____, with principal business offices at _____,
Firm state Address of firm

City of _____, County _____, State of _____,

and in whose behalf affiant makes this affidavit.

(2) That the above-named firm is a minority and/or women's business enterprise, meaning that said firm is a small business concern, as defined by section 3 of the Small Business Act, as amended, 15 U.S.C Sec. 632(a), owned and controlled by socially and economically disadvantaged individuals, as defined pursuant to 49 C.F.E. Part 23, sec 23.5, meaning that such individuals own at least fifty-one (51%) of the stock or ownership interest in the above named firm and that the management and daily business operations of said firm are controlled by one or more such individuals; and

(3) That affiant will provide pertinent information as requested by the City of Olathe, Kansas, to document the foregoing.

Executed on this _____ day of _____, 20____,
at _____, State of _____.

I declare under penalty of perjury that the foregoing declarations are true and accurate, and that I am authorized on behalf of the above-named firm to make this affidavit.

Signature of affiant Capacity

On this _____ day of _____, 20____, before me, the affiant listed above, known to me to be the person described in the foregoing Affidavit, did swear to and acknowledge that he (she) executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

Subscribed to and sworn to before me, the undersigned, a Notary Public, this ____ day
of _____, 20____.

SEAL

Notary Public Signature

My Commission Expires _____.

Complete this form only if your Company, Firm or Agency does **not** submit an EEO Report or any other Federal Report to the Equal Opportunity Commission



WORK FORCE REPORT FORM

(Occupational Category-use most recent figures)

		Total	White	Black	Hispanic	Other (specify)
Administrative/Managerial	M					
	F					
Professional	M					
	F					
Technical	M					
	F					
Protective Services	M					
	F					
Office/Clerical Services	M					
	F					
Skilled Workers	M					
	F					
Semi-skilled & Unskilled	M					
	F					
Apprentices/Para-Prof.	M					
	F					
Seasonal, Temp. & Part Time	M					
	F					

Total Male:	0
Total Female:	0
Total Male & Female:	0

Firm or Agency Name

STATEMENT OF BIDDER'S QUALIFICATIONS

(To be submitted by the Bidder only upon specific request of the City of Olathe).

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder: _____
2. Permanent main office address: _____
3. When organized: _____
4. If a corporation, where incorporated: _____
5. How many years have you been engaged in the contracting business under your present firm or trade name? _____
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
7. General character of work performed by your company:
8. Have you ever failed to complete any work awarded to you? _____
If so, where and why?
9. Have you ever defaulted on a contract? _____
If so, where and why?
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed:
11. Experience in construction work similar in importance to this project:
12. List your major equipment available for this contract:

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned

as PRINCIPAL, and _____
as SURETY, are held and firmly bound unto the City of Olathe, Kansas, herein after called
the City of Olathe, in the penal sum of _____
(\$_____), lawful money of the United States, for the payment of which sum well
and truly to be made, we bind ourselves, our heirs, executors, successors, and assigns,
jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal
has submitted the accompanying bid, dated_____,20_____,
for _____.

NOW, THEREFORE, if the Principal shall not withdraw said Bids within the
period specified therein after the opening of the same, or, if no period be specified, within
thirty (30) days after the said opening, and shall within the period specified therefore, or if
no period be specified, within ten (10) days after the prescribed forms are presented to him
for signature, enter into a written Contract with the City of Olathe in accordance with the
Bid as accepted, and give bond with good and sufficient surety or sureties, as may be
required, for the faithful performance and proper fulfillment of such Contract; or in the
event of the withdrawal of said Bid within the period specified, or the failure to enter into
such Contract and give such bond within the time specified, if the Principal shall pay the
City of Olathe the difference between the amount specified in said Bid and the amount for
which the City of Olathe may procure the required work or supplies for both, if the latter be
in excess of the former, then the above obligation shall be void and of no effect, otherwise
to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this
instrument under their several seals this _____ day of_____, 20_____,
the name and corporate seal of each corporate party being hereto affixed and these presents

BID BOND (cont.)

In presence of:

_____ (SEAL)
(Individual Principal)

Business Address _____

Partnership _____ SEAL)

Business Address _____

Attest: By _____

_____ (Corp. Principal)

Business Address _____

By _____ (Affix Corp. Seal)

Attest:

_____ (Corp. Surety)

By _____

Countersigned

By _____
Attorney-in-Fact, State of _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____,
certify that I am the _____, Secretary of the
Corporation named _____ as Principal in the _____ within _____ bond; that
_____, who signed the
said bond on behalf of the Principal was then _____ of
said corporation; that I know his signature, and his signature thereto is genuine; and that
said bond was duly signed, sealed, and attested to for and in behalf of said corporation by
authority of this governing body.

_____ (Corporate Seal)

Title _____

SECTION BF - BID FORM (Schedule of Values)

Date:

To: City of Olathe
Attn: Jason Logsdon
Submit online at www.publicpurchase.com

For: **Robinson Storage Facility Project**
P.N. – 6-C-002-12

From:

Bids are due no later than Thursday, May 9, 2013; at 10:00 am online at www.publicpurchase.com. Bids will be opened online. Bids will be evaluated to determine the most qualified bid and applicator. The selected bidder will be notified.

The undersigned hereby proposes to furnish ***labor and materials*** necessary for the complete construction of the project in full compliance with these contract documents. **A signed copy of ALL addenda must be included with this bid.**

The undersigned, as bidder, declares; that the parties in this contract proposal as principals are named herein; that this proposal is made without collusion with any other person, firm or corporation; that no officer or agent of the City of Olathe is directly or indirectly interested in this proposal; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, the contract drawings, the specifications and other Contract Documents therein referred to; and he proposes and agrees that if the proposal is accepted, he will contract with the City of Olathe, the form of the Contract attached hereby to construct completely, in the manner and time prescribed, the items bid upon, including all work incidental to such items as well as those in all addenda issued prior to the date of opening of proposals, according to the contract drawings and specifications, and that he will accept in full payment therefore the following sum:

BASE BID

Lump Sum Bid of:

_____ (\$ _____)

In submitting this bid, it is understood that the right to reject any and all bids and to waive irregularities in the bidding has been reserved by the owner.

ADDENDA ACKNOWLEDGEMENT – The undersigned acknowledges receipt of the following addenda; list by number and the date appearing on Addenda.

<u>Addendum No.</u>	<u>Date</u>	<u>Addendum No.</u>	<u>Date</u>
_____	_____	_____	_____
_____	_____	_____	_____

Date this day of _____, 2013.

Name of Bidder

Address of Bidder

Authorize Officer

Area Code/Telephone Number and e-mail

This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification.

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

Prepared by

ENGINEERS' JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

CONSTRUCTION SPECIFICATIONS INSTITUTE

This document has been approved and endorsed by



The Associated General Contractors of America

This Standard Form of Agreement has been prepared for use with the Standard General Conditions of the Construction Contract, No. 1910-8, 1983 edition. Their provisions are interrelated and a change in one may necessitate a change in the others. The suggested language for instructions to bidders contained in the Guide to the Preparation of Instructions to Bidders, No. 1910-12, 1983 edition, is also carefully interrelated with the language of this Agreement. Comments concerning their usage are contained in the Commentary on Agreements for Engineering Services and Contract Documents, No. 1910-9, 1981 edition. See also Guide to the Preparation of Supplementary Conditions, No. 1910-17, 1983 edition.

NOTE TO USER

Certain states and federal agencies require provisions in public contracts which permit Contractors to deposit acceptable securities with Owner or a stakeholder in lieu of retainage. Many Owners will not accept this procedure except where required by Laws or Regulations. In the event such a procedure is required, the provisions of this Agreement and possibly those of the other Contract Documents dealing with retainage should be amended, and an attorney should be consulted to prepare the revised language. Among the issues to be addressed by such language are: initial and subsequent valuations of the securities, right to withdraw excess collateral and obligation to deposit additional collateral as market value changes, who is entitled to interest and dividends on deposited collateral, rights of construction lender in deposited collateral, responsibilities of stakeholder, may collateral be freely sold in the event of Contractor default and method of such sale, and application of Uniform Commercial Code and state and federal security laws to the arrangement.

© 1983 National Society of Professional Engineers
2029 K Street, N.W., Washington, DC 20006

American Consulting Engineers Council
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

Construction Specifications Institute
601 Madison Street, Alexandria, VA 22314

EJCDCxxxx
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is dated as of the ____ day of _____ in the year 20____ by and between the City of Olathe, Kansas, (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

The work consists of the following: The construction of a new 6,460sf storage structure with associated site work. The structure contains 6,460sf on the ground level and has a 1,665sf mezzanine located within it. The structure is a pre-manufactured metal building. The use for the building is general storage, a small office, and a reuse operation.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Robinson Storage Facility
Project No 6-C-002-12

Article 2. ENGINEER.

The Project has been designed by

CITY OF OLATHE, KANSAS, PUBLIC WORKS, INFRASTRUCTURE MANAGEMENT DIVISION

who is hereinafter called ENGINEER and who is 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 completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

~~3.1. The Work will be substantially completed on or before _____, 20____, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before _____, 20____.~~

3.1. The Work will be substantially completed within **180 days** from the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within **210 days** from the date when the Contract Time commences to run.

3.2. *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They 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) CONTRACTOR shall pay OWNER Five Hundred and 00/100 dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Five Hundred and 00/100 dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

4.1. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

\$ _____

[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 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. *Progress Payments.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the first day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraph 2.9 of 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 in the General Requirements.

5.1.1. 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 ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

~~95% of Work completed. If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.~~

95% of materials and equipment not incorporated in the Work (but delivered suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to **97%** of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

5.2. *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions. OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

Article 6. INTEREST.

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply.

7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

7.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1. This Agreement (pages EJCDC-1 to EJCDC-7, inclusive).

8.2. Exhibits to this Agreement (pages EJCDC-8 to EJCDC-13, inclusive).

8.3. Performance and other Bonds, identified as exhibits EJCDC-8 to EJCDC-11 and consisting of 4 pages.

8.4. Notice of Award.

8.5. General Conditions: See 201-1 TABLE OF CONTENTS.

8.6. Supplementary Conditions: See SC-1 TABLE OF CONTENTS.

8.7. Specifications bearing the title: TECHNICAL SPECIFICATIONS AND DESIGN CRITERIA FOR PUBLIC IMPROVEMENT PROJECTS.

8.8. Drawings, consisting of sheets numbered G0.1 through E3.1, inclusive with each sheet bearing the following general title:

Robinson Storage Facility
Project No 6-C-002-12

8.9. Addenda numbers ____ to ____, inclusive.

8.10. CONTRACTOR's Bid (pages BF-1 to BF- 2, inclusive) marked exhibit Bid Form.

8.11. Documentation submitted by CONTRACTOR prior to Notice of Award (pages ____ to ____, inclusive).

8.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.4 and 3.5 of the General Conditions.

8.13. The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.4 and 3.5 of the General Conditions.

Article 9. MISCELLANEOUS.

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are 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.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 10. OTHER PROVISIONS.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate; One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, 20____.

OWNER City of Olathe, Kansas

CONTRACTOR _____

By _____

Mayor
[CORPORATE SEAL]

By _____

[CORPORATE SEAL]

Attest _____

Attest _____

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

Address for giving notices

Contractor's Phone Number _____

(If OWNER is a public body, attach
evidence of authority to sign and
resolution or other documents
authorizing execution of Agreement.)

License No. _____

Agent for service of process:

(If CONTRACTOR is a corporation, attach evidence of
authority to sign.)

Bonds and contract conformed to law
and hereby approved.

Contractors Federal ID Number _____

Deputy City Attorney

PERFORMANCE AND MAINTENANCE BOND

City of Olathe, Kansas

KNOW ALL MEN BY THESE PRESENTS:

THAT we, the undersigned, _____ of _____, hereinafter referred to as "CONTRACTOR", and _____, a corporation organized under the laws of the State of _____ and authorized to transact business in the State of Kansas, as "Surety", are held and firmly bound unto the City of Olathe, Kansas, hereinafter referred to as "CITY", in the penal sum of _____ Dollars (\$_____), lawful money of the United States of America for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded CONTRACTOR has, on the _____ day of _____, 20____ entered into a written contract with the aforesaid CITY for furnishing all materials, equipment, tools, superintendence, and other facilities and accessories, for the construction of certain improvements as designated, defined, and described in the said contract and the conditions thereof, and in accordance with the specifications and plans therefore; a copy of said contract being attached hereto and made a part thereof:

NOW, therefore if said CONTRACTOR shall and will, in all particulars will, duly, and faithfully observe, perform, and abide by each and every covenant, condition, and part of the said contract, and the conditions, specifications, plans, and other contract documents thereto attached or by reference made a part thereof, according to the true intent and meaning in the case, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect:

PROVIDED further, that the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the work to be performed thereover, or the specifications accompanying the same, shall in any way affect its obligations on this bond and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the contract, or to the work, or to the specifications:

PROVIDED further, that if the said CONTRACTOR shall construct or cause to be constructed and completed the entire improvement in accordance with specifications used by the City of Olathe for like improvements, and to the lines and grades shown on the plans, all to be done subject to the approval and acceptance of the ENGINEER for the said City of Olathe, and shall construct said with such materials in such manner that same shall endure without need of any repairs for the period of two (2) years from and after the completion of said improvement and acceptance thereof; and if the completion of said improvement and acceptance thereof; and if said improvement shall endure without the need of repairs for the period of two (2) years from and after completion and acceptance thereof as aforesaid, then this obligation shall be void; otherwise to be in full force and effect.

IN TESTIMONY whereof, the CONTRACTOR has hereunto set his hand, and said surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized to do so at _____, on this _____ day of _____, 20____.

Name

By _____

Title _____

Surety

By _____

Attorney-in-fact

By _____

State Representative

(Accompany this bond with the attorney-in-fact's authority from the surety company certified to include the date of the bond)

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT we, the undersigned, _____ of _____, hereinafter referred to as "CONTRACTOR", and _____ a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Kansas, as "Surety", are held and firmly bound unto the State of Kansas, in the penal sum of _____ Dollars (\$_____), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, or heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded CONTRACTOR has, on the _____ day of _____, 20____, entered into a written contract with the City of Olathe, Kansas, for the construction of the public improvements described in the attached contract documents.

NOW, THEREFORE, if the CONTRACTOR and his SUBCONTRACTORS shall pay all indebtedness incurred for supplies, materials, or labor furnished, used or consumed in connection with, or in, or about the construction or making of, public improvements, including gasoline, lubricating oils, fuel oils, greases, coal, and similar items used or consumed directly in furtherance of such improvements, this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that the surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the specifications.

PROVIDED FURTHER, that the surety agrees that any person to whom there is due any sum for supplies, materials, or labor, as herein before stated, or his assigns, may bring an action on this bond for the recovery of the indebtedness; PROVIDED, that no action shall be brought on the bond after six (6) months from the completion of the public improvements.

IN TESTIMONY WHEREOF, the CONTRACTOR has hereunto set his hand, and said surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized to do so at _____ on this _____ day of _____, 20_____.

NAME

By _____

By

Title

Surety

By _____
Attorney-in-Fact

By _____
State Representative

(Accompany this bond with the attorney-in-fact's authority from the surety company certified to include the date of bond).

APPOINTMENT OF PROCESS AGENT

KNOW ALL MEN BY THESE PRESENTS:

That pursuant to the provisions of the General Statutes of Kansas, 1959, Chapter 16, Article 2, Section 16-113, the

does hereby appoint and designate _____, a resident of the State of Kansas, as and for their process agent, and hereby consents, without power of revocation, that actions may be commenced against the said

_____ in any court in Johnson County, Kansas, which might arise out of a contractual relationship with the State of Kansas or any political or taxing subdivision or unit thereof by service of process on the said

_____; and the said corporation stipulates and agrees that such service shall be taken and held in all courts to be as valid and binding as if service of process had been made upon the President or any other chief official of said corporation.

IN WITNESS WHEREOF the above named corporation has caused these presents to be executed by its president and its secretary, and authenticated by its corporate seal at _____, in said State of

_____, this _____ day of _____, 20____.

CORPORATE NAME _____

By _____

President _____

SEAL

ATTEST:

Secretary

NONCOLLUSIVE AFFIDAVIT OF PRIME BIDDER

STATE OF _____)
)
COUNTY OF _____)

_____, being first duly sworn, deposes and states that:

- (1) He is _____ of _____,
(owner, partner, officer, representative or agent) (company)
the bidder having submitted the attached bid;
- (2) He is fully informed of the contents of the attached bid and of all the circumstances surrounding the preparation of such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said bidder nor any of its officers, partners, owners, representatives, employees, or parties interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm, or person to:
 - (a) submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted;
 - (b) refrain from bidding in connection with such contract;
 - (c) fix the price or prices in the attached bid, or the price or prices of any other bidder;
 - (d) fix any overhead, profit, or cost element of the bid price, or the bid prices of any other bid;
 - (e) secure an unlawful advantage against the City of Olathe, Kansas, or any person interested in the proposed contract.
- (5) The price or prices quoted in the attached bid are fair and proper and not tainted by an collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties interest, including this affiant.

By _____

Title _____

Subscribed to and sworn to before me, the undersigned, a Notary Public, this _____ day of _____, 20_____.

Notary Public

My Commission Expires:
