

**SANITARY SEWER REPAIR PROJECT  
BLOCK 26, SLEETH ADDITION, ARKANSAS CITY, KS**

**BID TABULATION**



S&O PROJECT NO. 40-145

BID DATE: 2PM, Friday, August 20, 2021

ITEM NO.	DESCRIPTION	QTY	UNIT	ENGINEER'S ESTIMATE	NOWAK CONSTRUCTION		KUHN MECHANICAL		MIES CONSTRUCTION	
				(DATED 5/12/2021)						
1	MOBILIZATION	1	LS		\$9,670.00	\$9,670.00	\$9,600.00	\$9,600.00	\$16,600.00	\$16,600.00
2	12" SANITARY SEWER PIPE	262	LF		\$166.00	\$43,492.00	\$280.78	\$73,565.00	\$300.00	\$78,600.00
3	CONNECT TO EXISTING MANHOLE	2	EA		\$1,813.00	\$3,626.00	\$6,675.00	\$13,350.00	\$2,350.00	\$4,700.00
4	FILL MATERIAL	1	CY		\$18.10	\$18.10	\$62.50	TBD	\$56.00	\$56.00
5	SITE CLEARING & RESTORATION	1	LS		\$2,736.00	\$2,736.00	\$2,680.00	\$2,680.00	\$23,450.00	\$23,450.00
6	SEEDING	0.3	AC		\$2,015.00	\$604.50	\$1,565.00	\$470.00	\$500.00	\$150.00
<b>TOTAL BID AMOUNT</b>					<b>\$79,500.00</b>	<b>\$60,146.60</b>		<b>\$99,665.00</b>		<b>\$123,556.00</b>



**BID FORM**

**SMITH AND OAKES, INC. PROJECT No: 40-145**

**CONTRACT IDENTIFICATION:       SANITARY SEWER REPAIR PROJECT  
  BLOCK 26, SLEETH ADDITION**

**PROJECT OWNER: CITY OF ARKANSAS CITY, KANSAS**

**This BID is submitted to: City of Arkansas City**

1.    The undersigned BIDDER proposes and agrees, if this BID is accepted, to enter into an agreement with the OWNER in the form included in the CONTRACT DOCUMENTS to perform and furnish all WORK as specified or indicated in the CONTRACT DOCUMENTS for the CONTRACT PRICE and within the CONTRACT TIME indicated in this BID and in accordance with the other terms and conditions of the CONTRACT DOCUMENTS.
  
2.    This BID will remain subject to acceptance for thirty (30) days after the day of BID opening.
  
3.    In submitting this BID, BIDDER represents, as more fully set forth in the CONTRACT AGREEMENT, that:
  - (a)    BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

<u>DATE:</u>	<u>ADDENDA NO.:</u>
--------------	---------------------

- (b)    BIDDER is familiarized with the nature and extent of the CONTRACT DOCUMENTS, work, site, locality, and all local conditions, laws and regulations that in any manner may affect cost, progress, performance or furnishing of the WORK.
  
- (c)    BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are included in the Bidding Documents and accepts the extent of the technical data contained in such reports and drawings upon which the BIDDER is entitled to rely.
  
- (d)    BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (b) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER 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, and that no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

- (e) BIDDER 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 or similar information or data with respect to said underground facilities are or will be required by BIDDER 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.
- (f) BIDDER has correlated the results of such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the CONTRACT DOCUMENTS.
- (g) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that has been discovered in the CONTRACT DOCUMENTS and the written resolution thereof by the ENGINEER is acceptable to the BIDDER.
- (h) BIDDER agrees to waive any claim it has or may have against the OWNER, the ENGINEER, and respective employees, arising out of or in connection with the administration, evaluation or recommendation of any BID.
- (i) This BID is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham BID. BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other BIDDER or over the OWNER.

4. BIDDER shall complete the WORK for the following price(s):

Item No.	Description In Words	Approx. Quantities	Unit	Unit Prices In Figures	Amount In Figures
1.	Mobilization	1	LS	\$ <u>9,670</u>	\$ <u>9670<sup>00</sup></u>
2.	12" Sanitary Sewer Pipe	262	LF	\$ <u>166</u>	\$ <u>43492<sup>00</sup></u>
3.	Connect to Existing Manhole	2	EA	\$ <u>1,813</u>	\$ <u>3626<sup>00</sup></u>
4.	Fill Material	1	CY	\$ <u>18.<sup>10</sup></u>	\$ <u>18<sup>10</sup></u>
5.	Site Clearing & Restoration	1	LS	\$ <u>2,736</u>	\$ <u>2736<sup>00</sup></u>
6.	Seeding	0.3	Acre	\$ <u>2,015</u>	\$ <u>604<sup>50</sup></u>

BID AMOUNT

\$ 60,146.<sup>60</sup>

(In Words): Sixty thousand one hundred forty-six dollars and sixty cents.

Quantities are not guaranteed. Final payment will be based on actual quantities.

5. BIDDER agrees that the WORK:

Will be substantially complete within **30 Calendar Days** after the date when the CONTRACT TIME commences to run and completed and ready for final payment within **40 Calendar Days** after the date when the CONTRACT TIME commences to run.

BIDDER accepts the provisions of the CONTRACT AGREEMENT as to liquidated damages in the event of failure to complete the WORK on time.

6. The following are attached to and made a condition of this BID:

(a) A tabulation of Subcontractors, suppliers and other persons and organizations required to be identified in the BID.

7. Communications concerning the BID shall be addressed to:

Smith and Oakes, Inc.  
(620) 442-4756

8. The terms used in this BID which are defined in the General Conditions of the Construction Contract included as part of the CONTRACT DOCUMENTS have the meanings assigned to them in the General Conditions.

I certify that I am authorized to represent the contractor in preparing and presenting this proposal. I certify under penalty of perjury that the foregoing (including, but not limited to, the information contained in the required contract provisions referenced above) is true and correct.

SUBMITTED ON 8/20, 2021

By Nowak Construction Company, Inc.  
(Corporation Name)

Kansas  
(State of Incorporation)

By   
Joseph P. Nowak (Name of Person Authorized to Sign)

President  
(Title)

(CORPORATE SEAL)

Attest 

Business Address: P.O. Box 218 Goddard, KS 67052

Phone Number: 316.794.8898

# Nowak Construction

200 South Goddard Rd  
Goddard, KS 67052

Phone: (316) 794-8898

<b>To:</b>	Smith & Oakes, Inc.	<b>Contact:</b>	Chris Meinen
<b>Address:</b>	110 W. Bryant Rd. Arkansas City, KS 67005	<b>Phone:</b>	(620) 442-4756
<b>Project Name:</b>	2021- Arkansas City San. Sewer Repair Blk. 26, Sleeth Addition	<b>Bid Number:</b>	
<b>Project Location:</b>	SE Arkansas City- G St. & Pierce Ave., Arkansas City, KS	<b>Bid Date:</b>	8/20/2021

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization	1.00	LS	\$9,670.00	\$9,670.00
2	12" SDR35 PVC Pipe	262.00	LF	\$166.00	\$43,492.00
3	Connect To Exist. MH	2.00	EACH	\$1,813.00	\$3,626.00
4	Fill Material	1.00	CY	\$18.10	\$18.10
5	Site Clearing & Restoration	1.00	LS	\$2,736.00	\$2,736.00
6	Seeding	0.30	ACRE	\$2,015.00	\$604.50

**Total Bid Price: \$60,146.60**

## Notes:

- Bond Included - 2 year as required by Arkansas City
- Construction Inspection by others
- Construction Staking/control points by others
- Light clean, TV, Air Test, & Mandrel of new 12" sanitary sewer pipe included within bid. No MH vacuum test included within bid
- Site Demolition by others- except as listed within bid
- Excess excavated spoils will be spread evenly around the site area
- Existing manhole removal (1) is included within "site clearing & restoration"
- Work not listed within bid will be by others
- Modification/repair of MH drop material not included within bid. Assumed that tee for the drop can be directly connected to with new pipe
- Materials quoted as import, not domestic for this bid
- Construction Entrance and Truck wash-out by others
- Finish grading by others
- All traffic control by others
- Replacement of pavement/sidewalk by others
- Saw cut of existing pavement/sidewalk by others
- 95% compaction under pavement/sidewalk is included
- Tap, Equity, or any other fees, permits, or licenses by others
- No Permits Included within bid
- QC/QA Testing by others (Compaction etc.)
- Erosion Control/BMP's by others- One Time install at Inlets Only (Your Material)
- Lowering (water) of any pond/retention areas by others
- Temporary fencing by others
- Any special insurance is not included within bid
- Special wage rates are not included within bid
- Sales tax is not included within bid
- As Build Drawings not included within bid

**Important!** Until further notice, due to current global supply chain issues with raw materials to produce PVC and HDPE Pipe, all pricing is based solely on availability, and pricing is subject to change based on the current price at the time of shipment. At this time PVC and HDPE Pipe prices are only to be used as an estimate, and availability is not guaranteed, due to this current global supply chain issues.

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>Nowak Construction</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Jeff L. Murphy</p>
---	--



## CONTRACT AGREEMENT

THIS AGREEMENT is dated as of the 7 day of September in the year 2021 by and between City of Arkansas City, Kansas (hereinafter called OWNER) and Nowak Construction Company, Inc. (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 on the PLANS. The WORK is generally described as follows:

### **SANITARY SEWER REPAIR, BLOCK 26, SLEETH ADDITION – ARKANSAS CITY, KS**

### ARTICLE 2. ENGINEER

The Project has been designed by Smith and Oakes, Inc., 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 shall be completed and ready for service by the dates indicated on the BID FORM.
- 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 justifiably 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 the OWNER Six Hundred Dollars (\$600.00) for each calendar 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 Six Hundred Dollars (\$600.00) for each calendar 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 will pay CONTRACTOR for completion of the WORK in accordance with the CONTRACT DOCUMENTS in current funds as follows:

CONTRACTOR'S UNIT BID is attached.

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment to the ENGINEER for review. Applications for Payment will be processed by the ENGINEER and submitted to the OWNER for Payment as indicated below.

- 5.1. Progress Payments: OWNER will make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by the ENGINEER, on or about the 15th 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 the BID FORM 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 as retainage.

90 percent of WORK completed. If WORK has been 50 percent completed as determined by ENGINEER, and if the character and progress of the WORK have been satisfactory to the 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 in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100 percent of the WORK completed.

90 percent of materials and equipment not incorporated in the work (but delivered, suitably stored and accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens, and evidence the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER).

- 5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95 percent of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold.

- 5.2. Final Payment: Upon final completion and acceptance of the WORK, OWNER will pay the remainder of the Contract Price as recommended by the ENGINEER.

#### ARTICLE 6. INTEREST

All moneys not paid when due as provided above shall bear interest at the maximum rate allowed by law at the place of the Project.

#### ARTICLE 7. CONTRACTOR REPRESENTATIONS

In order to induce OWNER to enter into the AGREEMENT, CONTRACTOR makes the following representations:

- 7.1. CONTRACTOR is familiarized with the nature and extent of the CONTRACT DOCUMENTS, work, site, locality, and all local conditions, 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 and drawings of subsurface conditions and drawings of physical conditions which are included in the Contract Documents and accepts the extent of the technical data contained in such reports and drawings upon which the CONTRACTOR is entitled to rely.
- 7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in 7.2 above) which pertain to the subsurface or physical conditions at 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 4.02 of the General Conditions~~; and that no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER 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 or similar information or data with respect to 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.

- 7.5. CONTRACTOR has correlated the results of 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 has been discovered in the CONTRACT DOCUMENTS and the written resolution thereof by the ENGINEER is acceptable to the CONTRACTOR.

#### ARTICLE 8. CONTRACT DOCUMENTS

The CONTRACT DOCUMENTS which comprise the entire agreement between the OWNER and CONTRACTOR concerning the WORK consist of the following:

- 8.1. Drawings, consisting of a cover sheet and sheets numbered 1 through 6.
- 8.2. Project Manual
  - 8.2.1. This CONTRACT AGREEMENT.
  - 8.2.6. BID FORM.
  - 8.2.7. Any documentation submitted by CONTRACTOR.

There are no CONTRACT DOCUMENTS other than those listed above in the ARTICLE 8.

#### 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; 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 covenant, 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 the OWNER and CONTRACTOR or by ENGINEER on their behalf.

This AGREEMENT will be effective on September 7<sup>th</sup>, 2021

OWNER

CONTRACTOR

City of Arkansas City, Kansas

Nowak Construction Company, Inc.

By \_\_\_\_\_  
Scott Rogers, Mayor

By \_\_\_\_\_  
Joseph B. Nowak, President

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices:

Address for giving notices:

City of Arkansas City

Nowak Construction Company, Inc.

P.O. Box 778 / 118 W. Central

P.O. Box 218

Arkansas City, Kansas 67005

Goddard, KS 67052