

**ADDENDUM NO. 2**

Issued: February 22, 2017  
Project: SMSD 2017 Asphalt Improvements  
Project No. 17006  
SMSD BID NUMBER 17-012  
Owner: Shawnee Mission Unified School District No. 512,  
7235 Antioch, Shawnee Mission, Kansas 66204

Bidding Documents Issued: 2.10.2017

This Addendum includes this 1 pages and the following attachments:  
Bid Proposal Forms (40 pages)

**GENERAL INFORMATION**

**G1 CONTRACTOR QUESTIONS AND CLARIFICATIONS**

- G1.1 Question: If there is a US map at the playground, what do we do?  
Response: Block out area around map and the existing map is to remain.
- G1.2 Question: At overlay areas, do we have to edge mill?  
Response: Yes.

**PROJECT MANUAL REVISIONS**

**A1 SECTION 004200 A – H – BID PROPOSALS**

- A1.1** DELETE SECTIONS 004200 BID PROPOSALS A THROUGH H and REPLACE with the attached SECTIONS 004200 BID PROPOSALS A THROUGH H (40 pages)

**END OF ADDENDUM NO. 2**



**DOCUMENT 004200A - BID PROPOSAL – BELINDER ELEMENTARY SCHOOL**

Proposal of \_\_\_\_\_ (hereinafter called "Bidder"), organized and existing under the laws of the State of \_\_\_\_\_, doing business as a corporation, a partnership, an individual (*circle one*) to the **Board of Education, School District of Shawnee Mission, Kansas** (hereinafter called "Owner").

1. In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the **SHAWNEE MISSION SCHOOL DISTRICT – BELINDER ELEMENTARY SCHOOL ASPHALT IMPROVEMNTS** in strict accordance with the Contract Documents, within the time set forth herein and at the prices stated below.

2. The Bidder hereby understands that time is of the essence on this project and is aware of the following critical completion dates:

**ALL work for each school SHALL BE SUBSTANTIALLY COMPLETE by no later than July 21, 2017.**

**ALL Punch List work for each school SHALL BE COMPLETED by no later than August 4, 2017.**

3. The Bidder hereby understands that Liquidated Damages for the delay in completions (Refer to Section 001100, INVITATION TO BID, Item No. 1.7) shall be **\$500 per calendar day.**

4. By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

5. Bidder acknowledges receipt of the following ADDENDA: \_\_\_\_\_.

6. The undersigned, having familiarized itself with local conditions affecting the cost of the work at the place where the work is to be done and with all Bidding Documents, including the Instructions to Bidders, Plans and Specifications, General and Supplementary Conditions, the Standard Form of Agreement and the other Contract Documents, and having examined the location of the proposed work and considered the availability of labor and materials, hereby proposes and agrees to perform everything required to be performed, and to provide and furnish any and all labor, materials, supervision, necessary tools, equipment, and all utility and transportation service necessary to perform and complete in a workmanlike and timely manner all of the work required for the project, all in strict conformance with the Instructions to Bidders and other Contract Documents (including Addenda noted above, the receipt of which is hereby acknowledged), for the lump sums hereinafter specified.

7. **BASE BID 01A – BELINDER ELEMENTARY SCHOOL – PARKING LOTS AND DRIVE LANES:**  
Bidder agrees to perform all the work described in the Contract Documents for **SHAWNEE MISSION SCHOOL DISTRICT – BELINDER ELEMENTARY SCHOOL ASPHALT IMPROVEMENTS – PARKING LOTS AND DRIVE LANES** for the lump sum total of:

\_\_\_\_\_ Dollars and \_\_\_\_\_ cents.  
\$ \_\_\_\_\_.

8. **BASE BID 01B – BELINDER ELEMENTARY SCHOOL – PLAYGROUNDS AND TRAILS:**  
Bidder agrees to perform all the work described in the Contract Documents for **SHAWNEE MISSION SCHOOL DISTRICT – BELINDER ELEMENTARY SCHOOL ASPHALT IMPROVEMENTS – PLAYGROUNDS AND TRAILS** for the lump sum total of:

\_\_\_\_\_ Dollars and \_\_\_\_\_ cents.  
\$ \_\_\_\_\_.

9. **AMOUNTS FOR UNIT PRICES:**  
Bidder propose to base adjustments in the Contract Sum, if ordered by Architect during the Contract Time, on the unit prices listed below. These prices constitute full compensation or credit for the complete provision and installation for each item listed based solely on Work in place. The Unit Prices as stated include all necessary appurtenances and connections required to complete the Work in place, insurance, overhead, profit, and superintendence.

Unit Price 01: Crack Repair \$ \_\_\_\_\_ / LF  
Unit Price 02: Full Depth Asphalt Repair \$ \_\_\_\_\_ / SY

10. **ALLOWANCES:**  
Bidder agrees to include in the Base Bid amount the following allowances, as called for by the above documents.

Allowance 1: Contingency Allowances: \$2,500

11. **COMPLETION OF THE WORK:**  
If we are notified of the acceptance of the Base Bid of this Proposal within ninety (90) days after the above date, we agree to execute a Contract for the above Work, for the above stated compensation in the form of the Standard Agreement Between Owner and Contractor, AIA Document A101-2007, of the American Institute of Architects, as modified by Owner.

12. **TAX EXEMPTION:**  
This project shall be considered Tax Exempt. Federal, State and local taxes shall not be included with the Bid. Subsequent to the award of the construction contract, the School District will obtain from the State of Kansas a sales tax exemption certificate number. The sales tax exemption certificate will permit the Contractor to purchase materials for incorporation into this project without paying sales tax, provided that the Contractor furnishes the certificate number to the material supplier.

13. **CHANGES IN THE WORK:**

Changes in the Work shall be as established in the Contract Documents. The Undersigned agrees that his net fees shall set forth below, include Overhead, Profit, and General Requirements (including but not limited to; insurance and bonds.) The following fees shall be used for Lump Sum pricing and actual cost pricing of additions and deletions to that work included in the Bid, namely:

	<u>Profit &amp; Overhead</u>	<u>Not to Exceed</u>
A. To Contractor for work performed by his/her own forces.	_____ %	10%
B. To Contractor for work performed by other than his/her own forces.	_____ %	5%
C. To Subcontractor for work performed by his/her own forces.	_____ %	10%
D. To Subcontractor for work performed by other than his/her own forces.	_____ %	5%

14. The bidder hereby certifies that the following subcontractors will be used in the performance of the work on each or both projects. **ALL General Contractors MUST furnish a copy of their proposed Sub-Contractor List by 4:00 PM CDT on bid day to be considered as valid. If not submitted at the time of Bidding, the list may be delivered, emailed to Justin Durham (jdurham@hollisandmiller.com) to the A/E offices, but must be received by no later than the time listed above.**

15. The undersigned further acknowledges that the he has familiarized himself with local conditions affecting the cost of the work at each place where the work is to be done.

16. In submitting this bid, the undersigned agrees:

1. To furnish all material, labor, tools, expendable equipment, and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the work required in accord with the bid documents.
2. To hold his bid open for ninety (90) days after the receipt of bids and to accept the provisions of the instructions to bidders regarding disposition of bid security.
3. To commence the work upon receipt of Notice to Proceed, and to substantially complete the work not later than the dates set forth on the Invitation to Bid. (see specifications)
4. To accept the assessment of liquidated damages as noted for each calendar day following the substantial completion dates listed above. (see specifications)
5. All materials to be non-proprietary, as specified, or approved equal as noted in specifications.

13. In submitting this bid, the undersigned further agrees:

1. In the execution of the Agreement, no person shall on the grounds of race, color, religion, sex, disability, or national origin be excluded from full employment rights, be denied the benefits of, or otherwise subject to discrimination under any program, service, or activity under the provisions of any and all applicable Federal and state laws against discrimination. Bidder shall furnish all information and reports required by the rules, regulations, and order of the Secretary of Labor for purposes of investigating to determine compliance with such laws.
2. Bidder shall observe the provisions of the Kansas Acts Against Discrimination and shall not discriminate against any person in the performance of work under the Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry.
3. In all solicitations or advertisements for employees, Bidder shall include the phrase, "equal opportunity employer", or similar phrase approved by the Owner.
4. If bidder fails to comply with the provisions of K.S.A. 441031, bidder shall be deemed to have breached the Agreement and it may be canceled, terminated, or suspended in whole or in part, by Owner.
5. If bidder is found guilty of a violation of the Kansas Acts Against Discrimination under a decision or order of Owner that has become final, bidder shall be deemed to have breached the present Agreement and it may be canceled, terminated, or suspended in whole or in part, by Owner.
6. Bidder shall include the provisions of paragraphs A through E above in every subcontract or purchase order so that such provisions shall be binding upon all subcontractors and vendors

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

Date this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Address of Bidder

\_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
Area Code / Telephone Number

SUB-CONTRACTOR LIST  
(If None, So State)

Name and Address of Subcontractor \_\_\_\_\_ Work to be Performed \_\_\_\_\_

*Attach Separate Sheet if necessary*

**RESPECTFULLY SUBMITTED:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (Please type or write clearly)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Telephone Number      Fax Number

\_\_\_\_\_  
Street

\_\_\_\_\_  
Email address

\_\_\_\_\_  
City, State, Zip Code      License number (if applicable)

\_\_\_\_\_  
SEAL - (if BID is by a corporation)

**END OF BID PROPOSAL**

**DOCUMENT 004200B – BID PROPOSAL – HIGHLANDS ELEMENTARY SCHOOL**

Proposal of \_\_\_\_\_ (hereinafter called "Bidder"), organized and existing under the laws of the State of \_\_\_\_\_, doing business as a corporation, a partnership, an individual (*circle one*) to the **Board of Education, School District of Shawnee Mission, Kansas** (hereinafter called "Owner").

1. In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the **SHAWNEE MISSION SCHOOL DISTRICT – HIGHLANDS ELEMENTARY ASPHALT IMPROVEMNTS** in strict accordance with the Contract Documents, within the time set forth herein and at the prices stated below.

2. The Bidder hereby understands that time is of the essence on this project and is aware of the following critical completion dates:

**ALL work for each school SHALL BE SUBSTANTIALLY COMPLETE by no later than July 21, 2017.**

**ALL Punch List work for each school SHALL BE COMPLETED by no later than August 4, 2017.**

3. The Bidder hereby understands that Liquidated Damages for the delay in completions (Refer to Section 001100, INVITATION TO BID, Item No. 1.7) shall be **\$500 per calendar day.**

4. By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

5. Bidder acknowledges receipt of the following ADDENDA: \_\_\_\_\_.

6. The undersigned, having familiarized itself with local conditions affecting the cost of the work at the place where the work is to be done and with all Bidding Documents, including the Instructions to Bidders, Plans and Specifications, General and Supplementary Conditions, the Standard Form of Agreement and the other Contract Documents, and having examined the location of the proposed work and considered the availability of labor and materials, hereby proposes and agrees to perform everything required to be performed, and to provide and furnish any and all labor, materials, supervision, necessary tools, equipment, and all utility and transportation service necessary to perform and complete in a workmanlike and timely manner all of the work required for the project, all in strict conformance with the Instructions to Bidders and other Contract Documents (including Addenda noted above, the receipt of which is hereby acknowledged), for the lump sums hereinafter specified.

7. **BASE BID 01A – HIGHLANDS ELEMENTARY SCHOOL – PARKING LOTS AND DRIVE LANES:**  
Bidder agrees to perform all the work described in the Contract Documents for **SHAWNEE MISSION SCHOOL DISTRICT – HIGHLANDS ELEMENTARY SCHOOL ASPHALT IMPROVEMENTS – PARKING LOTS AND DRIVE LANES** for the lump sum total of:

\_\_\_\_\_ Dollars and \_\_\_\_\_ cents.

\$ \_\_\_\_\_.

8. **AMOUNTS FOR UNIT PRICES:**

Bidder propose to base adjustments in the Contract Sum, if ordered by Architect during the Contract Time, on the unit prices listed below. These prices constitute full compensation or credit for the complete provision and installation for each item listed based solely on Work in place. The Unit Prices as stated include all necessary appurtenances and connections required to complete the Work in place, insurance, overhead, profit, and superintendence.

Unit Price 01: Crack Repair \$ \_\_\_\_\_ / LF

Unit Price 02: Full Depth Asphalt Repair \$ \_\_\_\_\_ / SY

9. **ALLOWANCES:**

Bidder agrees to include in the Base Bid amount the following allowances, as called for by the above documents.

Allowance 1: Contingency Allowances: \$2,500

10. **COMPLETION OF THE WORK:**

If we are notified of the acceptance of the Base Bid of this Proposal within ninety (90) days after the above date,

we agree to execute a Contract for the above Work, for the above stated compensation in the form of the Standard Agreement Between Owner and Contractor, AIA Document A101-2007, of the American Institute of Architects, as modified by Owner.

11. **TAX EXEMPTION:**

This project shall be considered Tax Exempt. Federal, State and local taxes shall not be included with the Bid. Subsequent to the award of the construction contract, the School District will obtain from the State of Kansas a sales tax exemption certificate number. The sales tax exemption certificate will permit the Contractor to purchase materials for incorporation into this project without paying sales tax, provided that the Contractor furnishes the certificate number to the material supplier.

12. **CHANGES IN THE WORK:**

Changes in the Work shall be as established in the Contract Documents. The Undersigned agrees that his net fees shall set forth below, include Overhead, Profit, and General Requirements (including but not limited to; insurance and bonds.) The following fees shall be used for Lump Sum pricing and actual cost pricing of additions and deletions to that work included in the Bid, namely:

	<u>Profit &amp; Overhead</u>	<u>Not to Exceed</u>
A. To Contractor for work performed by his/her own forces.	_____ %	10%
B. To Contractor for work performed by other than his/her own forces.	_____ %	5%
C. To Subcontractor for work performed by his/her own forces.	_____ %	10%
D. To Subcontractor for work performed by other than his/her own forces.	_____ %	5%

13. The bidder hereby certifies that the following subcontractors will be used in the performance of the work on each or both projects. **ALL General Contractors MUST furnish a copy of their proposed Sub-Contractor List by 4:00 PM CDT on bid day to be considered as valid. If not submitted at the time of Bidding, the list may be delivered, emailed Justin Durham (jdurham@hollisandmiller.com) to the A/E offices, but must be received by no later than the time listed above.**

14. The undersigned further acknowledges that the he has familiarized himself with local conditions affecting the cost of the work at each place where the work is to be done.

15. In submitting this bid, the undersigned agrees:
1. To furnish all material, labor, tools, expendable equipment, and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the work required in accord with the bid documents.
  2. To hold his bid open for ninety (90) days after the receipt of bids and to accept the provisions of the instructions to bidders regarding disposition of bid security.
  3. To commence the work upon receipt of Notice to Proceed, and to substantially complete the work not later than the dates set forth on the Invitation to Bid. (see specifications)
  4. To accept the assessment of liquidated damages as noted for each calendar day following the substantial completion dates listed above. (see specifications)
  5. All materials to be non-proprietary, as specified, or approved equal as noted in specifications.

13. In submitting this bid, the undersigned further agrees:
1. In the execution of the Agreement, no person shall on the grounds of race, color, religion, sex, disability, or national origin be excluded from full employment rights, be denied the benefits of, or otherwise subject to discrimination under any program, service, or activity under the provisions of any and all applicable Federal and state laws against discrimination. Bidder shall furnish all information and reports required by the rules, regulations, and order of the Secretary of Labor for purposes of investigating to determine compliance with such laws.
  2. Bidder shall observe the provisions of the Kansas Acts Against Discrimination and shall not discriminate against any person in the performance of work under the Agreement because or race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry.
  3. In all solicitations or advertisements for employees, Bidder shall include the phrase, "equal opportunity employer", or similar phrase approved by the Owner.
  4. If bidder fails to comply with the provisions of K.S.A. 441031, bidder shall be deemed to have breached the Agreement and it may be canceled, terminated, or suspended in whole or in part, by Owner.



5. If bidder is found guilty of a violation of the Kansas Acts Against Discrimination under a decision or order of Owner that has become final, bidder shall be deemed to have breached the present Agreement and it may be canceled, terminated, or suspended in whole or in part, by Owner.
6. Bidder shall include the provisions of paragraphs A through E above in every subcontract or purchase order so that such provisions shall be binding upon all subcontractors and vendors

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

Date this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

---

Name of Bidder

---

Address of Bidder

---

Authorized Officer

---

Area Code / Telephone Number

SUB-CONTRACTOR LIST  
(If None, So State)

Name and Address of Subcontractor \_\_\_\_\_ Work to be Performed \_\_\_\_\_

*Attach Separate Sheet if necessary*

**RESPECTFULLY SUBMITTED:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (Please type or write clearly)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Telephone Number      Fax Number

\_\_\_\_\_  
Street

\_\_\_\_\_  
Email address

\_\_\_\_\_  
City, State, Zip Code      License number (if applicable)

\_\_\_\_\_  
SEAL - (if BID is by a corporation)

**END OF BID PROPOSAL**

**DOCUMENT 004200C - BID PROPOSAL – HORIZONS HIGH SCHOOL**

Proposal of \_\_\_\_\_ (hereinafter called "Bidder"), organized and existing under the laws of the State of \_\_\_\_\_, doing business as a corporation, a partnership, an individual (*circle one*) to the **Board of Education, School District of Shawnee Mission, Kansas** (hereinafter called "Owner").

1. In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the **SHAWNEE MISSION SCHOOL DISTRICT – HORIZONS HIGH SCHOOL ASPHALT IMPROVEMENTS** in strict accordance with the Contract Documents, within the time set forth herein and at the prices stated below.

2. The Bidder hereby understands that time is of the essence on this project and is aware of the following critical completion dates:

**ALL work for each school SHALL BE SUBSTANTIALLY COMPLETE by no later than July 21, 2017.**

**ALL Punch List work for each school SHALL BE COMPLETED by no later than August 4, 2017.**

3. The Bidder hereby understands that Liquidated Damages for the delay in completions (Refer to Section 001100, INVITATION TO BID, Item No. 1.7) shall be **\$500 per calendar day**.

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7. **BASE BID 01A – HORIZONS HIGH SCHOOL – PARKING LOTS AND DRIVE LANES:**  
Bidder agrees to perform all the work described in the Contract Documents for **SHAWNEE MISSION SCHOOL DISTRICT – HORIZONS HIGH SCHOOL ASPHALT IMPROVEMENTS – PARKING LOTS AND DRIVE LANES** for the lump sum total of:

\_\_\_\_\_ Dollars and \_\_\_\_\_ cents.

\$ \_\_\_\_\_

8. **AMOUNTS FOR UNIT PRICES:**  
Bidder propose to base adjustments in the Contract Sum, if ordered by Architect during the Contract Time, on the unit prices listed below. These prices constitute full compensation or credit for the complete provision and installation for each item listed based solely on Work in place. The Unit Prices as stated include all necessary appurtenances and connections required to complete the Work in place, insurance, overhead, profit, and superintendence.

Unit Price 01: Crack Repair \$ \_\_\_\_\_ / LF

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10. **COMPLETION OF THE WORK:**  
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	<u>Profit &amp; Overhead</u>	<u>Not to Exceed</u>
A. To Contractor for work performed by his/her own forces.	_____ %	10%
B. To Contractor for work performed by other than his/her own forces.	_____ %	5%
C. To Subcontractor for work performed by his/her own forces.	_____ %	10%
D. To Subcontractor for work performed by other than his/her own forces.	_____ %	5%

13. The bidder hereby certifies that the following subcontractors will be used in the performance of the work on each or both projects. **ALL General Contractors MUST furnish a copy of their proposed Sub-Contractor List by 4:00 PM CDT on bid day to be considered as valid. If not submitted at the time of Bidding, the list may be delivered, emailed Justin Durham (jdurham@hollisandmiller.com) to the A/E offices, but must be received by no later than the time listed above.**

14. The undersigned further acknowledges that the he has familiarized himself with local conditions affecting the cost of the work at each place where the work is to be done.

15. In submitting this bid, the undersigned agrees:
1. To furnish all material, labor, tools, expendable equipment, and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the work required in accord with the bid documents.
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  3. To commence the work upon receipt of Notice to Proceed, and to substantially complete the work not later than the dates set forth on the Invitation to Bid. (see specifications)
  4. To accept the assessment of liquidated damages as noted for each calendar day following the substantial completion dates listed above. (see specifications)
  5. All materials to be non-proprietary, as specified, or approved equal as noted in specifications.

17. In submitting this bid, the undersigned further agrees:
1. In the execution of the Agreement, no person shall on the grounds of race, color, religion, sex, disability, or national origin be excluded from full employment rights, be denied the benefits of, or otherwise subject to discrimination under any program, service, or activity under the provisions of any and all applicable Federal and state laws against discrimination. Bidder shall furnish all information and reports required by the rules, regulations, and order of the Secretary of Labor for purposes of investigating to determine compliance with such laws.
  2. Bidder shall observe the provisions of the Kansas Acts Against Discrimination and shall not discriminate against any person in the performance of work under the Agreement because or race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry.
  3. In all solicitations or advertisements for employees, Bidder shall include the phrase, "equal opportunity employer", or similar phrase approved by the Owner.
  4. If bidder fails to comply with the provisions of K.S.A. 441031, bidder shall be deemed to have breached the Agreement and it may be canceled, terminated, or suspended in whole or in part, by Owner.

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6. Bidder shall include the provisions of paragraphs A through E above in every subcontract or purchase order so that such provisions shall be binding upon all subcontractors and vendors

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

Date this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

---

Name of Bidder

---

Address of Bidder

---

Authorized Officer

---

Area Code / Telephone Number

SUB-CONTRACTOR LIST  
(If None, So State)

Name and Address of Subcontractor \_\_\_\_\_ Work to be Performed \_\_\_\_\_

*Attach Separate Sheet if necessary*

**RESPECTFULLY SUBMITTED:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (Please type or write clearly)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Telephone Number      Fax Number

\_\_\_\_\_  
Street

\_\_\_\_\_  
Email address

\_\_\_\_\_  
City, State, Zip Code      License number (if applicable)

\_\_\_\_\_  
SEAL - (if BID is by a corporation)

**END OF BID PROPOSAL**



**DOCUMENT 004200D – BID PROPOSAL – INDIAN HILLS MIDDLE SCHOOL**

Proposal of \_\_\_\_\_ (hereinafter called "Bidder"), organized and existing under the laws of the State of \_\_\_\_\_, doing business as a corporation, a partnership, an individual (*circle one*) to the **Board of Education, School District of Shawnee Mission, Kansas** (hereinafter called "Owner").

1. In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the **SHAWNEE MISSION SCHOOL DISTRICT – INDIAN HILLS MIDDLE SCHOOL ASPHALT IMPROVEMENTS** in strict accordance with the Contract Documents, within the time set forth herein and at the prices stated below.
2. The Bidder hereby understands that time is of the essence on this project and is aware of the following critical completion dates:
  - a. **ALL work for each school SHALL BE SUBSTANTIALLY COMPLETE by no later than July 21, 2017.**
  - b. **ALL Punch List work for each school SHALL BE COMPLETED by no later than August 4, 2017.**
3. The Bidder hereby understands that Liquidated Damages for the delay in completions (Refer to Section 001100, INVITATION TO BID, Item No. 1.7) shall be **\$500 per calendar day**.
4. By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.
5. Bidder acknowledges receipt of the following ADDENDA: \_\_\_\_\_.
6. The undersigned, having familiarized itself with local conditions affecting the cost of the work at the place where the work is to be done and with all Bidding Documents, including the Instructions to Bidders, Plans and Specifications, General and Supplementary Conditions, the Standard Form of Agreement and the other Contract Documents, and having examined the location of the proposed work and considered the availability of labor and materials, hereby proposes and agrees to perform everything required to be performed, and to provide and furnish any and all labor, materials, supervision, necessary tools, equipment, and all utility and transportation service necessary to perform and complete in a workmanlike and timely manner all of the work required for the project, all in strict conformance with the Instructions to Bidders and other Contract Documents (including Addenda noted above, the receipt of which is hereby acknowledged), for the lump sums hereinafter specified.
7. **BASE BID 01A – INDIAN HILLS MIDDLE SCHOOL – PARKING LOTS AND DRIVE LANES:**  
Bidder agrees to perform all the work described in the Contract Documents for **SHAWNEE MISSION SCHOOL DISTRICT – INDIAN HILLS MIDDLE SCHOOL ASPHALT IMPROVEMENTS – PARKING LOTS AND DRIVE LANES** for the lump sum total of:

\_\_\_\_\_ Dollars and \_\_\_\_\_ cents.  
 \$ \_\_\_\_\_.

**8. AMOUNTS FOR UNIT PRICES:**

Bidder propose to base adjustments in the Contract Sum, if ordered by Architect during the Contract Time, on the unit prices listed below. These prices constitute full compensation or credit for the complete provision and installation for each item listed based solely on Work in place. The Unit Prices as stated include all necessary appurtenances and connections required to complete the Work in place, insurance, overhead, profit, and superintendence.

Unit Price 01: Crack Repair	\$ _____ / LF
Unit Price 02: Full Depth Asphalt Repair	\$ _____ / SY

**9. ALLOWANCES:**

Bidder agrees to include in the Base Bid amount the following allowances, as called for by the above documents.

Allowance 1: Contingency Allowances:	\$2,500
--------------------------------------	---------

**10. COMPLETION OF THE WORK:**

If we are notified of the acceptance of the Base Bid of this Proposal within ninety (90) days after the above date,

we agree to execute a Contract for the above Work, for the above stated compensation in the form of the Standard Agreement Between Owner and Contractor, AIA Document A101-2007, of the American Institute of Architects, as modified by Owner.

**11. TAX EXEMPTION:**

This project shall be considered Tax Exempt. Federal, State and local taxes shall not be included with the Bid. Subsequent to the award of the construction contract, the School District will obtain from the State of Kansas a sales tax exemption certificate number. The sales tax exemption certificate will permit the Contractor to purchase materials for incorporation into this project without paying sales tax, provided that the Contractor furnishes the certificate number to the material supplier.

**12. CHANGES IN THE WORK:**

Changes in the Work shall be as established in the Contract Documents. The Undersigned agrees that his net fees shall set forth below, include Overhead, Profit, and General Requirements (including but not limited to; insurance and bonds.) The following fees shall be used for Lump Sum pricing and actual cost pricing of additions and deletions to that work included in the Bid, namely:

	<u>Profit &amp; Overhead</u>	<u>Not to Exceed</u>
A. To Contractor for work performed by his/her own forces.	_____ %	10%
B. To Contractor for work performed by other than his/her own forces.	_____ %	5%
C. To Subcontractor for work performed by his/her own forces.	_____ %	10%
D. To Subcontractor for work performed by other than his/her own forces.	_____ %	5%

13. The bidder hereby certifies that the following subcontractors will be used in the performance of the work on each or both projects. **ALL General Contractors MUST furnish a copy of their proposed Sub-Contractor List by 4:00 PM CDT on bid day to be considered as valid. If not submitted at the time of Bidding, the list may be delivered, emailed Justin Durham (jdurham@hollisandmiller.com) to the A/E offices, but must be received by no later than the time listed above.**

14. The undersigned further acknowledges that the he has familiarized himself with local conditions affecting the cost of the work at each place where the work is to be done.

15. In submitting this bid, the undersigned agrees:

1. To furnish all material, labor, tools, expendable equipment, and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the work required in accord with the bid documents.
2. To hold his bid open for ninety (90) days after the receipt of bids and to accept the provisions of the instructions to bidders regarding disposition of bid security.
3. To commence the work upon receipt of Notice to Proceed, and to substantially complete the work not later than the dates set forth on the Invitation to Bid. (see specifications)
4. To accept the assessment of liquidated damages as noted for each calendar day following the substantial completion dates listed above. (see specifications)
5. All materials to be non-proprietary, as specified, or approved equal as noted in specifications.

16. In submitting this bid, the undersigned further agrees:

1. In the execution of the Agreement, no person shall on the grounds of race, color, religion, sex, disability, or national origin be excluded from full employment rights, be denied the benefits of, or otherwise subject to discrimination under any program, service, or activity under the provisions of any and all applicable Federal and state laws against discrimination. Bidder shall furnish all information and reports required by the rules, regulations, and order of the Secretary of Labor for purposes of investigating to determine compliance with such laws.
2. Bidder shall observe the provisions of the Kansas Acts Against Discrimination and shall not discriminate against any person in the performance of work under the Agreement because or race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry.
3. In all solicitations or advertisements for employees, Bidder shall include the phrase, "equal opportunity employer", or similar phrase approved by the Owner.
4. If bidder fails to comply with the provisions of K.S.A. 441031, bidder shall be deemed to have breached the Agreement and it may be canceled, terminated, or suspended in whole or in part, by Owner.

5. If bidder is found guilty of a violation of the Kansas Acts Against Discrimination under a decision or order of Owner that has become final, bidder shall be deemed to have breached the present Agreement and it may be canceled, terminated, or suspended in whole or in part, by Owner.
6. Bidder shall include the provisions of paragraphs A through E above in every subcontract or purchase order so that such provisions shall be binding upon all subcontractors and vendors.

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

Date this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Address of Bidder

\_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
Area Code / Telephone Number

SUB-CONTRACTOR LIST

(If None, So State)

Name and Address of Subcontractor

Work to be Performed

Attach Separate Sheet if necessary

**RESPECTFULLY SUBMITTED:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (Please type or write clearly)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Telephone Number      Fax Number

\_\_\_\_\_  
Street

\_\_\_\_\_  
Email address

\_\_\_\_\_  
City, State, Zip Code      License number (if applicable)

\_\_\_\_\_  
SEAL - (if BID is by a corporation)

**END OF BID PROPOSAL**

**DOCUMENT 004200E – BID PROPOSAL – PRAIRIE ELEMENTARY SCHOOL**

Proposal of \_\_\_\_\_ (hereinafter called "Bidder"), organized and existing under the laws of the State of \_\_\_\_\_, doing business as a corporation, a partnership, an individual (*circle one*) to the **Board of Education, School District of Shawnee Mission, Kansas** (hereinafter called "Owner").

1. In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the **SHAWNEE MISSION SCHOOL DISTRICT – PRAIRIE ELEMENTARY SCHOOL ASPHALT IMPROVEMENTS** in strict accordance with the Contract Documents, within the time set forth herein and at the prices stated below.

2. The Bidder hereby understands that time is of the essence on this project and is aware of the following critical completion dates:

**ALL work for each school SHALL BE SUBSTANTIALLY COMPLETE by no later than July 21, 2017.**

**ALL Punch List work for each school SHALL BE COMPLETED by no later than August 4, 2017.**

3. The Bidder hereby understands that Liquidated Damages for the delay in completions (Refer to Section 001100, INVITATION TO BID, Item No. 1.7) shall be **\$500 per calendar day**.

4. By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

5. Bidder acknowledges receipt of the following ADDENDA: \_\_\_\_\_.

6. The undersigned, having familiarized itself with local conditions affecting the cost of the work at the place where the work is to be done and with all Bidding Documents, including the Instructions to Bidders, Plans and Specifications, General and Supplementary Conditions, the Standard Form of Agreement and the other Contract Documents, and having examined the location of the proposed work and considered the availability of labor and materials, hereby proposes and agrees to perform everything required to be performed, and to provide and furnish any and all labor, materials, supervision, necessary tools, equipment, and all utility and transportation service necessary to perform and complete in a workmanlike and timely manner all of the work required for the project, all in strict conformance with the Instructions to Bidders and other Contract Documents (including Addenda noted above, the receipt of which is hereby acknowledged), for the lump sums hereinafter specified.

7. **BASE BID 01A – PRAIRIE ELEMENTARY SCHOOL – PARKING LOTS AND DRIVE LANES:**  
Bidder agrees to perform all the work described in the Contract Documents for **SHAWNEE MISSION SCHOOL DISTRICT – PRAIRIE ELEMENTARY SCHOOL ASPHALT IMPROVEMENTS – PARKING LOTS AND DRIVE LANES** for the lump sum total of:

\_\_\_\_\_ Dollars and \_\_\_\_\_ cents.

\$ \_\_\_\_\_.

8. **BASE BID 01B – PRAIRIE ELEMENTARY SCHOOL – PLAYGROUNDS AND TRAILS:**  
Bidder agrees to perform all the work described in the Contract Documents for **SHAWNEE MISSION SCHOOL DISTRICT – PRAIRIE ELEMENTARY SCHOOL ASPHALT IMPROVEMENTS – PLAYGROUNDS AND TRAILS** for the lump sum total of:

\_\_\_\_\_ Dollars and \_\_\_\_\_ cents.

\$ \_\_\_\_\_.

9. **AMOUNTS FOR UNIT PRICES**

Bidder propose to base adjustments in the Contract Sum, if ordered by Architect during the Contract Time, on the unit prices listed below. These prices constitute full compensation or credit for the complete provision and installation for each item listed based solely on Work in place. The Unit Prices as stated include all necessary appurtenances and connections required to complete the Work in place, insurance, overhead, profit, and superintendence.

Unit Price 01: Crack Repair \$ \_\_\_\_\_ / LF

Unit Price 02: Full Depth Asphalt Repair \$ \_\_\_\_\_ / SY

10. **ALLOWANCES:**  
Bidder agrees to include in the Base Bid amount the following allowances, as called for by the above documents.

Allowance 1: Contingency Allowances: \$2,500

11. **COMPLETION OF THE WORK:**  
If we are notified of the acceptance of the Base Bid of this Proposal within ninety (90) days after the above date, we agree to execute a Contract for the above Work, for the above stated compensation in the form of the Standard Agreement Between Owner and Contractor, AIA Document A101-2007, of the American Institute of Architects, as modified by Owner.

12. **TAX EXEMPTION:**  
This project shall be considered Tax Exempt. Federal, State and local taxes shall not be included with the Bid. Subsequent to the award of the construction contract, the School District will obtain from the State of Kansas a sales tax exemption certificate number. The sales tax exemption certificate will permit the Contractor to purchase materials for incorporation into this project without paying sales tax, provided that the Contractor furnishes the certificate number to the material supplier.

13. **CHANGES IN THE WORK:**  
Changes in the Work shall be as established in the Contract Documents. The Undersigned agrees that his net fees shall set forth below, include Overhead, Profit, and General Requirements (including but not limited to; insurance and bonds.) The following fees shall be used for Lump Sum pricing and actual cost pricing of additions and deletions to that work included in the Bid, namely:

	<u>Profit &amp; Overhead</u>	<u>Not to Exceed</u>
A. To Contractor for work performed by his/her own forces.	_____ %	10%
B. To Contractor for work performed by other than his/her own forces.	_____ %	5%
C. To Subcontractor for work performed by his/her own forces.	_____ %	10%
D. To Subcontractor for work performed by other than his/her own forces.	_____ %	5%

14. The bidder hereby certifies that the following subcontractors will be used in the performance of the work on each or both projects. **ALL General Contractors MUST furnish a copy of their proposed Sub-Contractor List by 4:00 PM CDT on bid day to be considered as valid. If not submitted at the time of Bidding, the list may be delivered, emailed Justin Durham (jdurham@hollisandmiller.com) to the A/E offices, but must be received by no later than the time listed above.**

15. The undersigned further acknowledges that the he has familiarized himself with local conditions affecting the cost of the work at each place where the work is to be done.

16. In submitting this bid, the undersigned agrees:
1. To furnish all material, labor, tools, expendable equipment, and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the work required in accord with the bid documents.
  2. To hold his bid open for ninety (90) days after the receipt of bids and to accept the provisions of the instructions to bidders regarding disposition of bid security.
  3. To commence the work upon receipt of Notice to Proceed, and to substantially complete the work not later than the dates set forth on the Invitation to Bid. (see specifications)
  4. To accept the assessment of liquidated damages as noted for each calendar day following the substantial completion dates listed above. (see specifications)
  5. All materials to be non-proprietary, as specified, or approved equal as noted in specifications.

17. In submitting this bid, the undersigned further agrees:
1. In the execution of the Agreement, no person shall on the grounds of race, color, religion, sex, disability, or national origin be excluded from full employment rights, be denied the benefits of, or otherwise subject to discrimination under any program, service, or activity under the provisions of any and all applicable Federal and state laws against discrimination. Bidder shall furnish all information and reports required by the rules, regulations, and order of the Secretary of Labor for purposes of investigating to determine compliance with such laws.

2. Bidder shall observe the provisions of the Kansas Acts Against Discrimination and shall not discriminate against any person in the performance of work under the Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry.
3. In all solicitations or advertisements for employees, Bidder shall include the phrase, "equal opportunity employer", or similar phrase approved by the Owner.
4. If bidder fails to comply with the provisions of K.S.A. 441031, bidder shall be deemed to have breached the Agreement and it may be canceled, terminated, or suspended in whole or in part, by Owner.
5. If bidder is found guilty of a violation of the Kansas Acts Against Discrimination under a decision or order of Owner that has become final, bidder shall be deemed to have breached the present Agreement and it may be canceled, terminated, or suspended in whole or in part, by Owner.
6. Bidder shall include the provisions of paragraphs A through E above in every subcontract or purchase order so that such provisions shall be binding upon all subcontractors and vendors



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

Date this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Address of Bidder

\_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
Area Code / Telephone Number

SUB-CONTRACTOR LIST  
(If None, So State)

Name and Address of Subcontractor \_\_\_\_\_ Work to be Performed \_\_\_\_\_

*Attach Separate Sheet if necessary*

**RESPECTFULLY SUBMITTED:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (Please type or write clearly)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Telephone Number      Fax Number

\_\_\_\_\_  
Street

\_\_\_\_\_  
Email address

\_\_\_\_\_  
City, State, Zip Code      License number (if applicable)

\_\_\_\_\_  
SEAL - (if BID is by a corporation)

**END OF BID PROPOSAL**

**DOCUMENT 004200F - BID PROPOSAL – SHAWNEE MISSION EAST HIGH SCHOOL**

Proposal of \_\_\_\_\_ (hereinafter called "Bidder"), organized and existing under the laws of the State of \_\_\_\_\_, doing business as a corporation, a partnership, an individual (*circle one*) to the **Board of Education, School District of Shawnee Mission, Kansas** (hereinafter called "Owner").

1. In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the **SHAWNEE MISSION SCHOOL DISTRICT – EAST HIGH SCHOOL ASPHALT IMPROVEMENTS** in strict accordance with the Contract Documents, within the time set forth herein and at the prices stated below.

2. The Bidder hereby understands that time is of the essence on this project and is aware of the following critical completion dates:

**ALL work for each school SHALL BE SUBSTANTIALLY COMPLETE by no later than July 21, 2017.**

**ALL Punch List work for each school SHALL BE COMPLETED by no later than August 4, 2017.**

3. The Bidder hereby understands that Liquidated Damages for the delay in completions (Refer to Section 001100, INVITATION TO BID, Item No. 1.7) shall be **\$500 per calendar day**.

4. By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

5. Bidder acknowledges receipt of the following ADDENDA: \_\_\_\_\_.

6. The undersigned, having familiarized itself with local conditions affecting the cost of the work at the place where the work is to be done and with all Bidding Documents, including the Instructions to Bidders, Plans and Specifications, General and Supplementary Conditions, the Standard Form of Agreement and the other Contract Documents, and having examined the location of the proposed work and considered the availability of labor and materials, hereby proposes and agrees to perform everything required to be performed, and to provide and furnish any and all labor, materials, supervision, necessary tools, equipment, and all utility and transportation service necessary to perform and complete in a workmanlike and timely manner all of the work required for the project, all in strict conformance with the Instructions to Bidders and other Contract Documents (including Addenda noted above, the receipt of which is hereby acknowledged), for the lump sums hereinafter specified.

7. **BASE BID 01A – SHAWNEE MISSION EAST HIGH SCHOOL – PARKING LOTS AND DRIVE LANES:**  
Bidder agrees to perform all the work described in the Contract Documents for **SHAWNEE MISSION SCHOOL DISTRICT – SHAWNEE MISSION EAST HIGH SCHOOL ASPHALT IMPROVEMENTS – PARKING LOTS AND DRIVE LANES** for the lump sum total of:

\_\_\_\_\_ Dollars and \_\_\_\_\_ cents.

\$ \_\_\_\_\_.

8. **AMOUNTS FOR UNIT PRICES:**

Bidder propose to base adjustments in the Contract Sum, if ordered by Architect during the Contract Time, on the unit prices listed below. These prices constitute full compensation or credit for the complete provision and installation for each item listed based solely on Work in place. The Unit Prices as stated include all necessary appurtenances and connections required to complete the Work in place, insurance, overhead, profit, and superintendence.

Unit Price 01: Crack Repair \$ \_\_\_\_\_ / LF

Unit Price 02: Full Depth Asphalt Repair \$ \_\_\_\_\_ / SY

9. **ALLOWANCES:**

Bidder agrees to include in the Base Bid amount the following allowances, as called for by the above documents.

Allowance 1: Contingency Allowances: \$2,500

10. **COMPLETION OF THE WORK:**

If we are notified of the acceptance of the Base Bid of this Proposal within ninety (90) days after the above date,

we agree to execute a Contract for the above Work, for the above stated compensation in the form of the Standard Agreement Between Owner and Contractor, AIA Document A101-2007, of the American Institute of Architects, as modified by Owner.

11. **TAX EXEMPTION:**

This project shall be considered Tax Exempt. Federal, State and local taxes shall not be included with the Bid. Subsequent to the award of the construction contract, the School District will obtain from the State of Kansas a sales tax exemption certificate number. The sales tax exemption certificate will permit the Contractor to purchase materials for incorporation into this project without paying sales tax, provided that the Contractor furnishes the certificate number to the material supplier.

12. **CHANGES IN THE WORK:**

Changes in the Work shall be as established in the Contract Documents. The Undersigned agrees that his net fees shall set forth below, include Overhead, Profit, and General Requirements (including but not limited to; insurance and bonds.) The following fees shall be used for Lump Sum pricing and actual cost pricing of additions and deletions to that work included in the Bid, namely:

	<u>Profit &amp; Overhead</u>	<u>Not to Exceed</u>
A. To Contractor for work performed by his/her own forces.	_____ %	10%
B. To Contractor for work performed by other than his/her own forces.	_____ %	5%
C. To Subcontractor for work performed by his/her own forces.	_____ %	10%
D. To Subcontractor for work performed by other than his/her own forces.	_____ %	5%

13. The bidder hereby certifies that the following subcontractors will be used in the performance of the work on each or both projects. **ALL General Contractors MUST furnish a copy of their proposed Sub-Contractor List by 4:00 PM CDT on bid day to be considered as valid. If not submitted at the time of Bidding, the list may be delivered, emailed Justin Durham (jdurham@hollisandmiller.com) to the A/E offices, but must be received by no later than the time listed above.**

14. The undersigned further acknowledges that the he has familiarized himself with local conditions affecting the cost of the work at each place where the work is to be done.

15. In submitting this bid, the undersigned agrees:
1. To furnish all material, labor, tools, expendable equipment, and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the work required in accord with the bid documents.
  2. To hold his bid open for ninety (90) days after the receipt of bids and to accept the provisions of the instructions to bidders regarding disposition of bid security.
  3. To commence the work upon receipt of Notice to Proceed, and to substantially complete the work not later than the dates set forth on the Invitation to Bid. (see specifications)
  4. To accept the assessment of liquidated damages as noted for each calendar day following the substantial completion dates listed above. (see specifications)
  5. All materials to be non-proprietary, as specified, or approved equal as noted in specifications.

17. In submitting this bid, the undersigned further agrees:
1. In the execution of the Agreement, no person shall on the grounds of race, color, religion, sex, disability, or national origin be excluded from full employment rights, be denied the benefits of, or otherwise subject to discrimination under any program, service, or activity under the provisions of any and all applicable Federal and state laws against discrimination. Bidder shall furnish all information and reports required by the rules, regulations, and order of the Secretary of Labor for purposes of investigating to determine compliance with such laws.
  2. Bidder shall observe the provisions of the Kansas Acts Against Discrimination and shall not discriminate against any person in the performance of work under the Agreement because or race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry.
  3. In all solicitations or advertisements for employees, Bidder shall include the phrase, "equal opportunity employer", or similar phrase approved by the Owner.
  4. If bidder fails to comply with the provisions of K.S.A. 441031, bidder shall be deemed to have breached the Agreement and it may be canceled, terminated, or suspended in whole or in part, by Owner.

5. If bidder is found guilty of a violation of the Kansas Acts Against Discrimination under a decision or order of Owner that has become final, bidder shall be deemed to have breached the present Agreement and it may be canceled, terminated, or suspended in whole or in part, by Owner.
6. Bidder shall include the provisions of paragraphs A through E above in every subcontract or purchase order so that such provisions shall be binding upon all subcontractors and vendors

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

Date this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

---

Name of Bidder

---

Address of Bidder

---

Authorized Officer

---

Area Code / Telephone Number

SUB-CONTRACTOR LIST

(If None, So State)

Name and Address of Subcontractor

Work to be Performed

*Attach Separate Sheet if necessary*

**RESPECTFULLY SUBMITTED:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (Please type or write clearly)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Street

\_\_\_\_\_  
Email address

\_\_\_\_\_  
City, State, Zip Code License number (if applicable)

\_\_\_\_\_  
SEAL - (if BID is by a corporation)

**END OF BID PROPOSAL**

**DOCUMENT 004200G - BID PROPOSAL – SHAWNEE MISSION NORTH HIGH SCHOOL**

Proposal of \_\_\_\_\_ (hereinafter called "Bidder"), organized and existing under the laws of the State of \_\_\_\_\_, doing business as a corporation, a partnership, an individual (*circle one*) to the **Board of Education, School District of Shawnee Mission, Kansas** (hereinafter called "Owner").

1. In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the **SHAWNEE MISSION SCHOOL DISTRICT – NORTH HIGH SCHOOL ASPHALT IMPROVEMENTS** in strict accordance with the Contract Documents, within the time set forth herein and at the prices stated below.

2. The Bidder hereby understands that time is of the essence on this project and is aware of the following critical completion dates:

**ALL work for each school SHALL BE SUBSTANTIALLY COMPLETE by no later than July 21, 2017.**

**ALL Punch List work for each school SHALL BE COMPLETED by no later than August 4, 2017.**

3. The Bidder hereby understands that Liquidated Damages for the delay in completions (Refer to Section 001100, INVITATION TO BID, Item No. 1.7) shall be **\$500 per calendar day.**

4. By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

5. Bidder acknowledges receipt of the following ADDENDA: \_\_\_\_\_.

6. The undersigned, having familiarized itself with local conditions affecting the cost of the work at the place where the work is to be done and with all Bidding Documents, including the Instructions to Bidders, Plans and Specifications, General and Supplementary Conditions, the Standard Form of Agreement and the other Contract Documents, and having examined the location of the proposed work and considered the availability of labor and materials, hereby proposes and agrees to perform everything required to be performed, and to provide and furnish any and all labor, materials, supervision, necessary tools, equipment, and all utility and transportation service necessary to perform and complete in a workmanlike and timely manner all of the work required for the project, all in strict conformance with the Instructions to Bidders and other Contract Documents (including Addenda noted above, the receipt of which is hereby acknowledged), for the lump sums hereinafter specified.

7. **BASE BID 01A – SHAWNEE MISSION NORTH HIGH SCHOOL – PARKING LOTS AND DRIVE LANES:** Bidder agrees to perform all the work described in the Contract Documents for **SHAWNEE MISSION SCHOOL DISTRICT – SHAWNEE MISSION NORTH HIGH ASPHALT IMPROVEMENTS – PARKING LOTS AND DRIVE LANES** for the lump sum total of:

\_\_\_\_\_ Dollars and \_\_\_\_\_ cents.

\$ \_\_\_\_\_.

**8. AMOUNTS FOR UNIT PRICES:**

Bidder propose to base adjustments in the Contract Sum, if ordered by Architect during the Contract Time, on the unit prices listed below. These prices constitute full compensation or credit for the complete provision and installation for each item listed based solely on Work in place. The Unit Prices as stated include all necessary appurtenances and connections required to complete the Work in place, insurance, overhead, profit, and superintendence.

Unit Price 01: Crack Repair \$ \_\_\_\_\_ / LF

Unit Price 02: Full Depth Asphalt Repair \$ \_\_\_\_\_ / SY

**9. ALLOWANCES:**

Bidder agrees to include in the Base Bid amount the following allowances, as called for by the above documents.

Allowance 1: Contingency Allowances: \$2,500



10. **COMPLETION OF THE WORK:**

If we are notified of the acceptance of the Base Bid of this Proposal within ninety (90) days after the above date, we agree to execute a Contract for the above Work, for the above stated compensation in the form of the Standard Agreement Between Owner and Contractor, AIA Document A101-2007, of the American Institute of Architects, as modified by Owner.

11. **TAX EXEMPTION:**

This project shall be considered Tax Exempt. Federal, State and local taxes shall not be included with the Bid. Subsequent to the award of the construction contract, the School District will obtain from the State of Kansas a sales tax exemption certificate number. The sales tax exemption certificate will permit the Contractor to purchase materials for incorporation into this project without paying sales tax, provided that the Contractor furnishes the certificate number to the material supplier.

12. **CHANGES IN THE WORK:**

Changes in the Work shall be as established in the Contract Documents. The Undersigned agrees that his net fees shall set forth below, include Overhead, Profit, and General Requirements (including but not limited to; insurance and bonds.) The following fees shall be used for Lump Sum pricing and actual cost pricing of additions and deletions to that work included in the Bid, namely:

	<u>Profit &amp; Overhead</u>	<u>Not to Exceed</u>
A. To Contractor for work performed by his/her own forces.	_____ %	10%
B. To Contractor for work performed by other than his/her own forces.	_____ %	5%
C. To Subcontractor for work performed by his/her own forces.	_____ %	10%
D. To Subcontractor for work performed by other than his/her own forces.	_____ %	5%

13. The bidder hereby certifies that the following subcontractors will be used in the performance of the work on each or both projects. **ALL General Contractors MUST furnish a copy of their proposed Sub-Contractor List by 4:00 PM CDT on bid day to be considered as valid. If not submitted at the time of Bidding, the list may be delivered, emailed Justin Durham (jdurham@hollisandmiller.com) to the A/E offices, but must be received by no later than the time listed above.**

14. The undersigned further acknowledges that the he has familiarized himself with local conditions affecting the cost of the work at each place where the work is to be done.

15. In submitting this bid, the undersigned agrees:

1. To furnish all material, labor, tools, expendable equipment, and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the work required in accord with the bid documents.
2. To hold his bid open for ninety (90) days after the receipt of bids and to accept the provisions of the instructions to bidders regarding disposition of bid security.
3. To commence the work upon receipt of Notice to Proceed, and to substantially complete the work not later than the dates set forth on the Invitation to Bid. (see specifications)
4. To accept the assessment of liquidated damages as noted for each calendar day following the substantial completion dates listed above. (see specifications)
5. All materials to be non-proprietary, as specified, or approved equal as noted in specifications.

13. In submitting this bid, the undersigned further agrees:

1. In the execution of the Agreement, no person shall on the grounds of race, color, religion, sex, disability, or national origin be excluded from full employment rights, be denied the benefits of, or otherwise subject to discrimination under any program, service, or activity under the provisions of any and all applicable Federal and state laws against discrimination. Bidder shall furnish all information and reports required by the rules, regulations, and order of the Secretary of Labor for purposes of investigating to determine compliance with such laws.
2. Bidder shall observe the provisions of the Kansas Acts Against Discrimination and shall not discriminate against any person in the performance of work under the Agreement because or race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry.
3. In all solicitations or advertisements for employees, Bidder shall include the phrase, "equal opportunity employer", or similar phrase approved by the Owner.

4. If bidder fails to comply with the provisions of K.S.A. 441031, bidder shall be deemed to have breached the Agreement and it may be canceled, terminated, or suspended in whole or in part, by Owner.
5. If bidder is found guilty of a violation of the Kansas Acts Against Discrimination under a decision or order of Owner that has become final, bidder shall be deemed to have breached the present Agreement and it may be canceled, terminated, or suspended in whole or in part, by Owner.
6. Bidder shall include the provisions of paragraphs A through E above in every subcontract or purchase order so that such provisions shall be binding upon all subcontractors and vendors

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

Date this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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Name of Bidder

---

Address of Bidder

---

Authorized Officer

---

Area Code / Telephone Number

SUB-CONTRACTOR LIST  
(If None, So State)

Name and Address of Subcontractor \_\_\_\_\_ Work to be Performed \_\_\_\_\_

*Attach Separate Sheet if necessary*

**RESPECTFULLY SUBMITTED:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (Please type or write clearly)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Telephone Number      Fax Number

\_\_\_\_\_  
Street

\_\_\_\_\_  
Email address

\_\_\_\_\_  
City, State, Zip Code      License number (if applicable)

\_\_\_\_\_  
SEAL - (if BID is by a corporation)

**END OF BID PROPOSAL**

**DOCUMENT 004200H - BID PROPOSAL – TOMAHAWK ELEMENTARY SCHOOL**

Proposal of \_\_\_\_\_ (hereinafter called "Bidder"), organized and existing under the laws of the State of \_\_\_\_\_, doing business as a corporation, a partnership, an individual (*circle one*) to the **Board of Education, School District of Shawnee Mission, Kansas** (hereinafter called "Owner").

1. In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the **SHAWNEE MISSION SCHOOL DISTRICT – TOMAHAWK ELEMENTARY ASPHALT IMPROVEMNTS RENOVATION** in strict accordance with the Contract Documents, within the time set forth herein and at the prices stated below.

2. The Bidder hereby understands that time is of the essence on this project and is aware of the following critical completion dates:

**ALL work for each school SHALL BE SUBSTANTIALLY COMPLETE by no later than July 21, 2017.**

**ALL Punch List work for each school SHALL BE COMPLETED by no later than August 4, 2017.**

3. The Bidder hereby understands that Liquidated Damages for the delay in completions (Refer to Section 001100, INVITATION TO BID, Item No. 1.7) shall be **\$500 per calendar day**.

4. By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

5. Bidder acknowledges receipt of the following ADDENDA: \_\_\_\_\_.

6. The undersigned, having familiarized itself with local conditions affecting the cost of the work at the place where the work is to be done and with all Bidding Documents, including the Instructions to Bidders, Plans and Specifications, General and Supplementary Conditions, the Standard Form of Agreement and the other Contract Documents, and having examined the location of the proposed work and considered the availability of labor and materials, hereby proposes and agrees to perform everything required to be performed, and to provide and furnish any and all labor, materials, supervision, necessary tools, equipment, and all utility and transportation service necessary to perform and complete in a workmanlike and timely manner all of the work required for the project, all in strict conformance with the Instructions to Bidders and other Contract Documents (including Addenda noted above, the receipt of which is hereby acknowledged), for the lump sums hereinafter specified.

7. **BASE BID 01A – TOMAHAWK ELEMENTARY SCHOOL – PARKING LOTS AND DRIVE LANES:**  
Bidder agrees to perform all the work described in the Contract Documents for **SHAWNEE MISSION SCHOOL DISTRICT – TOMAHAWK ELEMENTARY SCHOOL ASPHALT IMPROVEMENTS – PARKING LOTS AND DRIVE LANES** for the lump sum total of:

\_\_\_\_\_ Dollars and \_\_\_\_\_ cents.

\$ \_\_\_\_\_.

8. **BASE BID 01B – TOMAHAWK ELEMENTARY SCHOOL – PLAYGROUNDS AND TRAILS:**  
Bidder agrees to perform all the work described in the Contract Documents for **SHAWNEE MISSION SCHOOL DISTRICT – TOMAHAWK ELEMENTARY SCHOOL ASPHALT IMPROVEMENTS – PLAYGROUNDS AND TRAILS** for the lump sum total of:

\_\_\_\_\_ Dollars and \_\_\_\_\_ cents.

\$ \_\_\_\_\_.

9. **AMOUNTS FOR UNIT PRICES:**

Bidder propose to base adjustments in the Contract Sum, if ordered by Architect during the Contract Time, on the unit prices listed below. These prices constitute full compensation or credit for the complete provision and installation for each item listed based solely on Work in place. The Unit Prices as stated include all necessary appurtenances and connections required to complete the Work in place, insurance, overhead, profit, and superintendence.

Unit Price 01: Crack Repair \$ \_\_\_\_\_ / LF

Unit Price 02: Full Depth Asphalt Repair \$ \_\_\_\_\_ / SY

10. **ALLOWANCES:**  
Bidder agrees to include in the Base Bid amount the following allowances, as called for by the above documents.

Allowance 1: Contingency Allowances: \$2,500

11. **COMPLETION OF THE WORK:**  
If we are notified of the acceptance of the Base Bid of this Proposal within ninety (90) days after the above date, we agree to execute a Contract for the above Work, for the above stated compensation in the form of the Standard Agreement Between Owner and Contractor, AIA Document A101-2007, of the American Institute of Architects, as modified by Owner.

12. **TAX EXEMPTION:**  
This project shall be considered Tax Exempt. Federal, State and local taxes shall not be included with the Bid. Subsequent to the award of the construction contract, the School District will obtain from the State of Kansas a sales tax exemption certificate number. The sales tax exemption certificate will permit the Contractor to purchase materials for incorporation into this project without paying sales tax, provided that the Contractor furnishes the certificate number to the material supplier.

13. **CHANGES IN THE WORK:**  
Changes in the Work shall be as established in the Contract Documents. The Undersigned agrees that his net fees shall set forth below, include Overhead, Profit, and General Requirements (including but not limited to; insurance and bonds.) The following fees shall be used for Lump Sum pricing and actual cost pricing of additions and deletions to that work included in the Bid, namely:

	<u>Profit &amp; Overhead</u>	<u>Not to Exceed</u>
A. To Contractor for work performed by his/her own forces.	_____ %	10%
B. To Contractor for work performed by other than his/her own forces.	_____ %	5%
C. To Subcontractor for work performed by his/her own forces.	_____ %	10%
D. To Subcontractor for work performed by other than his/her own forces.	_____ %	5%

14. The bidder hereby certifies that the following subcontractors will be used in the performance of the work on each or both projects. **ALL General Contractors MUST furnish a copy of their proposed Sub-Contractor List by 4:00 PM CDT on bid day to be considered as valid. If not submitted at the time of Bidding, the list may be delivered, emailed Justin Durham (jdurham@hollisandmiller.com) to the A/E offices, but must be received by no later than the time listed above.**

15. The undersigned further acknowledges that the he has familiarized himself with local conditions affecting the cost of the work at each place where the work is to be done.

16. In submitting this bid, the undersigned agrees:
1. To furnish all material, labor, tools, expendable equipment, and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the work required in accord with the bid documents.
  2. To hold his bid open for ninety (90) days after the receipt of bids and to accept the provisions of the instructions to bidders regarding disposition of bid security.
  3. To commence the work upon receipt of Notice to Proceed, and to substantially complete the work not later than the dates set forth on the Invitation to Bid. (see specifications)
  4. To accept the assessment of liquidated damages as noted for each calendar day following the substantial completion dates listed above. (see specifications)
  5. All materials to be non-proprietary, as specified, or approved equal as noted in specifications.

13. In submitting this bid, the undersigned further agrees:
1. In the execution of the Agreement, no person shall on the grounds of race, color, religion, sex, disability, or national origin be excluded from full employment rights, be denied the benefits of, or otherwise subject to discrimination under any program, service, or activity under the provisions of any and all applicable Federal and state laws against discrimination. Bidder shall furnish all information and reports required by the rules, regulations, and order of the Secretary of Labor for purposes of investigating to determine compliance with such laws.

2. Bidder shall observe the provisions of the Kansas Acts Against Discrimination and shall not discriminate against any person in the performance of work under the Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry.
3. In all solicitations or advertisements for employees, Bidder shall include the phrase, "equal opportunity employer", or similar phrase approved by the Owner.
4. If bidder fails to comply with the provisions of K.S.A. 441031, bidder shall be deemed to have breached the Agreement and it may be canceled, terminated, or suspended in whole or in part, by Owner.
5. If bidder is found guilty of a violation of the Kansas Acts Against Discrimination under a decision or order of Owner that has become final, bidder shall be deemed to have breached the present Agreement and it may be canceled, terminated, or suspended in whole or in part, by Owner.
6. Bidder shall include the provisions of paragraphs A through E above in every subcontract or purchase order so that such provisions shall be binding upon all subcontractors and vendors

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

Date this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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Name of Bidder

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Address of Bidder

---

Authorized Officer

---

Area Code / Telephone Number



SUB-CONTRACTOR LIST  
(If None, So State)

Name and Address of Subcontractor \_\_\_\_\_ Work to be Performed \_\_\_\_\_

*Attach Separate Sheet if necessary*

**RESPECTFULLY SUBMITTED:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (Please type or write clearly)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Telephone Number      Fax Number

\_\_\_\_\_  
Street

\_\_\_\_\_  
Email address

\_\_\_\_\_  
City, State, Zip Code      License number (if applicable)

\_\_\_\_\_  
SEAL - (if BID is by a corporation)

**END OF BID PROPOSAL**