

ADDENDUM NO. 02

Issued: February 16, 2021
Project: Shawnee Mission School District
2021 Roof Improvements
Project No's: 20121.00
Owner: Shawnee Mission School District
8200 W. 71 st Street
Shawnee Mission, Kansas 66204

Bidding Documents Issued: January 27,2021

This Addendum includes these 2 page and the following attachments:

Project Manual:

004200 Bid Proposal Forms for Broken Arrow, Broadmoor, Shawnee Mission West High School and Combination Bid.

070150 Preparation for Reroofing 1.6 C 2a shall read **“Reroofing preparation shall include but not be limited to the roofing systems manufacturer’s written recommendations.”**

GENERAL – BIDDER’S QUESTIONS

- G1 **QUESTION: 075216-8, 1.10, C, 7 REQUIRES A MOISTURE SURVEY BY THE ROOF SYSTEM MANUFACTURER. PER THE BID DOCUMENTS WE ARE INCLUDING A ALLOWANCE FOR AN IR SCAN BY INTEGRATED WEATHER BARRIERS. SHOULD WE INCLUDE THE COST FOR THE MANUFACTURER’S SURVEY ALSO??**
- G1.1 Answer: No, bidders will not be required to include the cost for moisture scans in addition to what is required by the allowance as noted on the Bid Proposal.
- G2 **QUESTION: DETAIL E1/A211 – DOES THIS DETAIL ALSO REQUIRE REPLACEMENT OF THE THROUGH WALL FLASHING AS NOTED ON DETAIL A1/A211?**
- G2.1 Answer: yes, replacement of the through wall flashing is required.
- G3 **QUESTION: ALL ROOF PLANS – GENERAL NOTES – 3RD NOTE SAYS “ALL DRAINAGE FROM THESE ROOFS UTILIZE PIPING ECT. AND SHALL BE REMOVED AND REPLACED UNLESS NOTED OTHERWISE.” DOES THIS MEAN WE ARE REPLACING ALL THE EXISTING ROOF DRAINS AND PIPING, IN ADDITION TO ANY NEW OVERFLOW DRAINS CALLED OUT?**
- G3.1 Answer: No piping replacement. We will remove and replace all existing drains and tie into existing internal piping.
- G4 **THE ROOFING SPEC CALLS FOR THE COVERBOARD FOR THE OVERLAY ROOFS, BROADMOOR AND BROKEN ARROW TO BE MECHANICALLY ATTACHED. FOR SOME REASON I HAD A NOTE THAT THE COVERBOARD WAS TO BE ADHERED WITH LOW RISE FOAM IN LIEU OF MECHANICAL ATTACHMENT. IS IT NOTED IN THE SPECS SOME PLACE ELSE?**
- IF WE ARE MECHANICALLY ATTACHING WILL THIS ALSO APPLY AT CONCRETE, TECTUM DECKS?**
- G4.1 Answer: Adhering will be considered under two conditions:



1. An uplift test is conducted by the contractor to confirm the specified uplift requirements will be met. This is to be done by an independent third party at the contractor expense/risk.
2. The roof system manufacture must approve the change in writing prior to acceptance.

END OF ADDENDUM NO. 02



SECTION 004200 - BID PROPOSAL – COMBO ADDENDUM 2

PART 1- GENERAL

1.1 DECLARATION OF BID PROPOSAL

A. 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, Shawnee Mission School District of Shawnee Mission , Kansas (hereinafter called "Owner").

1.2 BID PROPOSAL

A. In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the SMSD 2021 Roof Improvements in strict accordance with the Contract Documents, within the time set forth herein and at the prices stated below. Bidder should propose on individual base bids for specific project locations as noted below. Owner will award contract per individual base bid.

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

	SUBSTANTIAL COMPLETION	FINAL COMPLETION
Broadmoor Technical Center	27 July 2021	03 August 2021
Broken Arrow Elementary School	27 July 2021	03 August 2021
Shawnee Mission West High School	27 July 2021	03 August 2021

C. The Bidder hereby understands that Liquidated Damages for the delay in completions shall be **\$1000.00** per calendar day.

D. 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.

E. Bidder acknowledges receipt of the following ADDENDA: _____.

F. 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.

1.3 VOLUNTARY COMBINATION BID: **2021 ROOF IMPROVEMENTS - ALL PROJECTS:**

A. Bidder agrees to perform all the work described in the Contract Documents for **Broadmoor Technical Center, Broken Arrow Elementary School, and Shawnee Mission West High School** for the SMSD 2021 Roof Improvements for the lump sum total of:

B. _____ Dollars and _____ cents.

C. \$ _____.

1.4 AMOUNTS FOR ALLOWANCES - CONTINGENCY:

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

Allowance 01: Broadmoor Technical Center	\$20,000.00
Allowance 02 Shawnee Mission West High School Final IR Scan by Integrated Weather Barriers	\$2,380.00
Allowance 03: Broken Arrow Elementary School	\$20,000.00
Allowance 04 : Broken Arrow Elementary Final IR Scan by Integrated Weather Barriers	\$1,890.00
Allowance 05: Shawnee Mission West High School	\$20,000.00
Allowance 06: Shawnee Mission West High School Final IR Scan by Integrated Weather Barriers	\$3,290.00

1.5 AMOUNTS FOR UNIT PRICES:

A. 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: Metal Deck Replacement	\$ _____ / (SF)
Unit Price 02: Tectum Deck Replacement	\$ _____ / (SF)
Unit Price 03: LWIC Deck Replacement	\$ _____ / (SF)

1.6 COMPLETION OF THE WORK

A. 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 A101-2017, of the American Institute of Architects, as modified by Owner.

1.7 TAX EXEMPTION:

A. 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.

1.8 CHANGES IN THE WORK:

A. 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:

	Profit & Overhead	Not To Exceed
To Contractor for work performed by his/her own forces.	_____ %	10%
To Contractor for work performed by other than his/her own forces.	_____ %	5%
To Subcontractor for work performed by his/her own forces.	_____ %	10%
To Subcontractor for work performed other than his/her own forces.	_____ %	5%
Roofers Hourly Rate for Additional Work		
Sheet Metal Hourly Rate for Additional Work		
Carpenter Hourly Rate for Additional Work		
Other _____ Hourly Rate for Additional Work		

1.9 SUBCONTRACTORS

A. 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.

1.10 BID SECURITY

A. Bidders whose Bid includes both labor and materials and whose Base Bid amount is \$5,000.00 or greater, agrees to and has attached hereto a Bid Bond for the amount of five percent (5%) of the amount of the Bid submitted.

B. This Bid Security is to be left in escrow with the Architect. If the Undersigned defaults in executing the Agreement within three (3) days of written notification of the award of the Contract to him, or in furnishing the Performance Bond within fourteen (14) days thereafter, the Bid Security will become the property of the Owner and will be delivered to him by the Architect. If the Undersigned executes and delivers the Agreement and Bond within the

time specified, or if the Base Bid of this Proposal is not accepted within sixty (60) days of the time set for submission of Bids, the Bid Security shall be returned to the Contractor upon delivery of a receipt therefore.

- C. If the Undersigned defaults in executing and delivering the above-named Agreement and the required performance Bond, the Owner would sustain liquidated damages for five percent (5%) of the amount of the Bid submitted, the measure of which is the amount of the accompanying Bid Bond, Certified Check, or Cashier's Check, payable to "Shawnee Mission School District".

1.11 ACKNOWLEDGEMENTS

- A. 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.
- B. 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 this 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.
- C. 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
- D. 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.

1.12 SIGNATURES

- A. Signature: _____
- B. Printed Name: _____
- C. Title: _____
- D. Company Name: _____
- E. Address: _____
- F. Phone: _____
- G. Email: _____
- H. Seal: - (if BID is by a corporation)

SECTION 004200 - BID PROPOSAL - BROADMOOR TECHNICAL CENTER – ADDENDUM 2

PART 1- GENERAL

1.1 DECLARATION OF BID PROPOSAL

A. 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, Shawnee Mission School District of Shawnee Mission, Kansas (hereinafter called "Owner").

1.2 BID PROPOSAL

A. In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the SMSD 2021 Roof Improvements in strict accordance with the Contract Documents, within the time set forth herein and at the prices stated below. Bidder should propose on individual base bids for specific project locations as noted below. Owner will award contract per individual base bid.

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

	SUBSTANTIAL COMPLETION	FINAL COMPLETION
ALL work for Broadmoor Technical Center completed	27 July 2021	
ALL Punch List work completed		03 August 2021

C. The Bidder hereby understands that Liquidated Damages for the delay in completions shall be **\$1000.00** per calendar day.

D. 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.

E. Bidder acknowledges receipt of the following ADDENDA: _____.

F. 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.

1.3 BASE BID **BROADMOOR TECHNICAL CENTER**:

A. Bidder agrees to perform all the work described in the Contract Documents for SMSD 2021 Roof Improvements for **Broadmoor Technical Center** for the lump sum total of:

B. _____ Dollars and _____ cents.

C. \$ _____.

1.4 AMOUNTS FOR ALLOWANCES - CONTINGENCY:

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

Allowance 01: Broadmoor Technical Center	\$20,000.00
Allowance 02: Broadmoor Technical Center Final IR Scan by Integrated Weather Barriers	\$2,380.00

1.5 AMOUNTS FOR UNIT PRICES:

A. 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: Metal Deck Replacement	\$ _____ / (SF)
Unit Price 02: Tectum Deck Replacement	\$ _____ / (SF)
Unit Price 03: LWIC Deck Replacement	\$ _____ / (SF)

1.6 COMPLETION OF THE WORK

A. 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 A101-2017, of the American Institute of Architects, as modified by Owner.

1.7 TAX EXEMPTION:

A. 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.

1.8 CHANGES IN THE WORK:

A. 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:

	Profit & Overhead	Not To Exceed
To Contractor for work performed by his/her own forces.	_____%	10%
To Contractor for work performed by other than his/her own forces.	_____%	5%
To Subcontractor for work performed by his/her own forces.	_____%	10%
To Subcontractor for work performed other than his/her own forces.	_____%	5%
Roofers Hourly Rate for Additional Work		
Sheet Metal Hourly Rate for Additional Work		
Carpenter Hourly Rate for Additional Work		
Other _____ Hourly Rate for Additional Work		

B.

1.9 SUBCONTRACTORS

A. 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.

1.10 BID SECURITY

- A. Bidders whose Bid includes both labor and materials and whose Base Bid amount is \$5,000.00 or greater, agrees to and has attached hereto a Bid Bond for the amount of five percent (5%) of the amount of the Bid submitted.
- B. This Bid Security is to be left in escrow with the Architect. If the Undersigned defaults in executing the Agreement within three (3) days of written notification of the award of the Contract to him, or in furnishing the Performance Bond within fourteen (14) days thereafter, the Bid Security will become the property of the Owner and will be delivered to him by the Architect. If the Undersigned executes and delivers the Agreement and Bond within the time specified, or if the Base Bid of this Proposal is not accepted within sixty (60) days of the time set for submission of Bids, the Bid Security shall be returned to the Contractor upon delivery of a receipt therefore.
- C. If the Undersigned defaults in executing and delivering the above-named Agreement and the required performance Bond, the Owner would sustain liquidated damages for five percent (5%) of the amount of the Bid submitted, the measure of which is the amount of the accompanying Bid Bond, Certified Check, or Cashier's Check, payable to "Shawnee Mission School District".

1.11 ACKNOWLEDGEMENTS

- A. 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.
- B. 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 this 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.
- C. 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

D. 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.

1.12 SIGNATURES

A. Signature: _____

B. Printed Name: _____

C. Title: _____

D. Company Name: _____

E. Address: _____

F. Phone: _____

G. Email: _____

H. Seal: - (if BID is by a corporation)

SUBCONTRACTOR LIST

NAME AND ADDRESS OF SUBCONTRACTOR	WORK TO BE PERFORMED

A. END OF SECTION

SECTION 004200 - BID PROPOSAL - BROKEN ARROW ELEMENTARY SCHOOL ADDENDUM 2

PART 1- GENERAL

1.1 DECLARATION OF BID PROPOSAL

A. 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, Shawnee Mission School District of Shawnee Mission, Kansas (hereinafter called "Owner").

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

	SUBSTANTIAL COMPLETION	FINAL COMPLETION
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C. The Bidder hereby understands that Liquidated Damages for the delay in completions shall be **\$1000.00** per calendar day.

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E. Bidder acknowledges receipt of the following ADDENDA: _____.

F. 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.

1.3 BASE BID **BROKEN ARROW ELEMENTARY SCHOOL:**

- A. Bidder agrees to perform all the work described in the Contract Documents for SMSD 2021 Roof Improvements for **Broken Arrow Elementary School** for the lump sum total of:
- B. _____ Dollars and _____ cents.
- C. \$ _____.

1.4 AMOUNTS FOR ALLOWANCES - CONTINGENCY:

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

Allowance 01: Broken Arrow Elementary School	\$20,000.00
Allowance 02: Broken Arrow Final IR Scan by Integrated Weather Barriers	\$1,890.00

1.5 AMOUNTS FOR UNIT PRICES:

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1.6 COMPLETION OF THE WORK

- A. 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 A101-2017, of the American Institute of Architects, as modified by Owner.

1.7 TAX EXEMPTION:

- A. 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.

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To Contractor for work performed by other than his/her own forces.	_____ %	5%
To Subcontractor for work performed by his/her own forces.	_____ %	10%
To Subcontractor for work performed other than his/her own forces.	_____ %	5%
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Sheet Metal Hourly Rate for Additional Work		
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Other _____ Hourly Rate for Additional Work		

1.9 SUBCONTRACTORS

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1.10 BID SECURITY

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- C. If the Undersigned defaults in executing and delivering the above-named Agreement and the required performance Bond, the Owner would sustain liquidated damages for five percent (5%) of the amount of the Bid

submitted, the measure of which is the amount of the accompanying Bid Bond, Certified Check, or Cashier's Check, payable to "Shawnee Mission School District".

1.11 ACKNOWLEDGEMENTS

- A. 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.
- B. 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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 - 5. All materials to be non-proprietary, as specified, or approved equal as noted in specifications.
- C. 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
- D. 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.

1.12 SIGNATURES

- A. Signature: _____
- B. Printed Name: _____
- C. Title: _____
- D. Company Name: _____
- E. Address: _____
- F. Phone: _____
- G. Email: _____
- H. Seal: - (if BID is by a corporation)

SUBCONTRACTOR LIST

NAME AND ADDRESS OF SUBCONTRACTOR	WORK TO BE PERFORMED

A. END OF SECTION

SECTION 004200 - BID PROPOSAL - SHAWNEE MISSION WEST HIGH SCHOOL ADDENDUM 2

PART 1- GENERAL

1.1 DECLARATION OF BID PROPOSAL

A. 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, Shawnee Mission School District of Shawnee Mission, Kansas (hereinafter called "Owner").

1.2 BID PROPOSAL

A. In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the SMSD 2021 Roof Improvements in strict accordance with the Contract Documents, within the time set forth herein and at the prices stated below. Bidder should propose on individual base bids for specific project locations as noted below. Owner will award contract per individual base bid.

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

	SUBSTANTIAL COMPLETION	FINAL COMPLETION
ALL work for Shawnee Mission West High School completed	27 July 2021	
ALL Punch List work completed		03 August 2021

C. The Bidder hereby understands that Liquidated Damages for the delay in completions shall be **\$1000.00** per calendar day.

D. 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.

E. Bidder acknowledges receipt of the following ADDENDA: _____.

F. 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.

1.3 BASE BID **SHAWNEE MISSION WEST HIGH SCHOOL**:

- A. Bidder agrees to perform all the work described in the Contract Documents for SMSD 2021 Roof Improvements for **Shawnee Mission West High School** for the lump sum total of:
- B. _____ Dollars and _____ cents.
- C. \$ _____.

1.4 AMOUNTS FOR ALLOWANCES - CONTINGENCY:

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

Allowance 01: Shawnee Mission West High School	\$20,000.00
Allowance 02: Shawnee Mission West High School Final IR Scan by Integrated Weather Barriers	\$3,290.00

1.5 AMOUNTS FOR UNIT PRICES:

- A. 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: Metal Deck Replacement	\$ _____ / (SF)
Unit Price 02: Tectum Deck Replacement	\$ _____ / (SF)
Unit Price 03: LWIC Deck Replacement	\$ _____ / (SF)

1.6 COMPLETION OF THE WORK

- A. 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 A101-2017, of the American Institute of Architects, as modified by Owner.

1.7 TAX EXEMPTION:

- A. 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.

1.8 CHANGES IN THE WORK:

- A. 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:

	Profit & Overhead	Not To Exceed
To Contractor for work performed by his/her own forces.	_____ %	10%
To Contractor for work performed by other than his/her own forces.	_____ %	5%
To Subcontractor for work performed by his/her own forces.	_____ %	10%
To Subcontractor for work performed other than his/her own forces.	_____ %	5%
Roofers Hourly Rate for Additional Work		
Sheet Metal Hourly Rate for Additional Work		
Carpenter Hourly Rate for Additional Work		
Other _____ Hourly Rate for Additional Work		

- A. subcontractors
- B. 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.

1.9 BID SECURITY

- A. Bidders whose Bid includes both labor and materials and whose Base Bid amount is \$5,000.00 or greater, agrees to and has attached hereto a Bid Bond for the amount of five percent (5%) of the amount of the Bid submitted.
- B. This Bid Security is to be left in escrow with the Architect. If the Undersigned defaults in executing the Agreement within three (3) days of written notification of the award of the Contract to him, or in furnishing the Performance Bond within fourteen (14) days thereafter, the Bid Security will become the property of the Owner and will be delivered to him by the Architect. If the Undersigned executes and delivers the Agreement and Bond within the time specified, or if the Base Bid of this Proposal is not accepted within sixty (60) days of the time set for submission of Bids, the Bid Security shall be returned to the Contractor upon delivery of a receipt therefore.
- C. If the Undersigned defaults in executing and delivering the above-named Agreement and the required performance Bond, the Owner would sustain liquidated damages for five percent (5%) of the amount of the Bid submitted, the measure of which is the amount of the accompanying Bid Bond, Certified Check, or Cashier's Check, payable to "Shawnee Mission School District".

1.10 ACKNOWLEDGEMENTS

- A. 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.
- B. 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 this 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.
- C. 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

D. 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.

1.11 SIGNATURES

A. Signature: _____

B. Printed Name: _____

C. Title: _____

D. Company Name: _____

E. Address: _____

F. Phone: _____

G. Email: _____

H. Seal: - (if BID is by a corporation)

