



**SHAWNEE MISSION
SCHOOL DISTRICT**

Return sealed envelope to:

Shawnee Mission School District
Purchasing Department
8200 W. 71st Street
Shawnee Mission, Kansas 66204

ATTN: Reed Beebe

**E-MAILED OR FAXED BIDS
WILL NOT BE ACCEPTED.**

DATE: March 24, 2022 BID NO. 22-019

BID TITLE: **Art Gallery Display Project**

Bids will be accepted until and then publicly opened on:

Date: **April 12, 2022**

Day: **Tuesday**

Time: **3 p.m. CST**

Location: **Room 112A**

**Terms, conditions, and specifications under which bids
are requested are included. Please review thoroughly.**

General Instructions:

The Shawnee Mission School District (“the District”) is accepting bids for an **Art Gallery Display Project** at the District’s Center for Academic Achievement (“CAA”) building located at 8200 W. 71st Street, Shawnee Mission, KS 66204.

Official Contact:

Any questions regarding this Invitation to Bid (“ITB”) should be directed to the Purchasing Department via email at purchasing@smsd.org:

Purchasing Department
Shawnee Mission School District
8200 W. 71st Street
Shawnee Mission, KS 66204
913-993-6475
purchasing@smsd.org

All questions concerning this ITB must be received no later than **Wednesday, April 6, 2022 by 4:00 p.m. CST**. The District will address questions via addenda; it is currently anticipated that any applicable addenda will be issued by **Thursday, April 7, 2022 by 4:00 p.m. CST**.

Addenda/Cancellation:

The District may modify or cancel this ITB at any time prior to the ITB due date by issuance of an Addendum or Cancellation. Such Addenda and/or Cancellations will be posted on the District’s website, currently: **smsd.org (Go to About; Department Teams; Purchasing & Bidding; Bids & Bid Summaries View Page**.

Clarification of Bids:

The District reserves the right to obtain clarification of any point in a bid response or to obtain additional information necessary to properly evaluate a particular bid response. Failure of a Bidder to respond to such a request for additional information or clarification could result in rejection of a bid.

Method of Selection:

Award will be made to the lowest responsible Bidder(s)

Pre-Bid Meeting:

There will be a non-mandatory pre-bid meeting on **Tuesday, April 5, 2022 at 3:30 p.m.** While non-mandatory, attendance is encouraged. As a courtesy, please email the District at purchasing@smsd.org to note that you will be attending.

Confidentiality of Information:

Any proprietary information furnished by a Bidder to the District that is designated confidential shall be treated as confidential to the District as allowable by law.

Bid Response Instructions:

Please submit two (2) print copies of your bid response, following the process outlined below. **The bid response must be received by the District on or before 3 p.m. CST, April 12, 2022.** Send proposals to the following address:

Shawnee Mission School District
Reed Beebe, Purchasing Department
8200 W. 71st Street
Shawnee Mission, Kansas 66204

Please note that vendors may request a copy of this ITB in Word format by emailing purchasing@smsd.org.

Bid responses will only be accepted in hardcopy format and shall be received by delivery in person or via service (US Mail, UPS, FedEx, etc.) in sealed envelope or box. Electronic delivery (i.e. email) will not be accepted. Received bids are currently scheduled to be publicly opened in **Room 112A at 3:00 p.m. CST.**

Envelopes containing bids must be sealed **and marked on the lower left-hand corner** on the front of the sealed envelope with the **firm name** and **address of the bidder**, bid control number ("**22-019**"), bid opening date (currently, **April 12, 2022**), and bid opening time (currently, **3:00 p.m. CST**).

- A. No attempt will be made to provide special internal mail service for such documents.
- B. Bids not at the appointed place at time of bid opening will be rejected.
- C. Faxed Bid/Proposals will not be accepted as sealed bids.

If sending by U.S. Postal Service, please allow a minimum of 24 hours for your bid to be processed and delivered to the Purchasing Department by the Administrative Mail Center. It is the responsibility of the Bidder to ensure delivery of bids to the Purchasing Department. Bidders shall hold all bid prices firm for acceptance for 90 calendar days after date of bid opening.

Bid results will be posted on the smsd.org website within approximately 5 working days after the bid opening. Go to About; Department Teams; Purchasing & Bidding; Bids & Bid Summaries View Page. Additionally, you may review the bid results in the Purchasing Department during the hours of 8:00 AM to 4:30 PM.

SPECIFICATIONS

Instructions to Bidders:

To be considered, Bids must be made in accord with these Instructions to Bidders. Please see the **“Bid Response Instructions”** section above.

For questions related to this ITB, please see the **“Official Contact”** section above.

Any substitutions or deviations from the bid specifications outlined in this ITB should be clearly identified by Bidder.

Please see **“Pre-Bid Meeting”** section above.

Bidding documents (**“Bidding Documents”**) include this ITB document (including its sample forms and contract documents) and any applicable Addenda issued prior to receipt of Bids.

Bidders shall carefully examine the Bidding Documents and construction site to obtain firsthand knowledge of existing conditions. Selected Contractor will not be given extra payment for conditions that can be determined by examining the site and Bidding Documents.

The District will appoint the selected Contractor to be its Purchasing Agent for the construction work. Materials to be incorporated into the complete project shall be purchased tax exempt in the name of the District, as “Owner” of the project, and Bidder shall exclude from its Bid all State of Kansas and Local Option Sales and Use Tax for such materials. The Bidder shall include State of Kansas and Local Option Sales and Use Tax for materials which are used or consumed in performing the Work but which are not incorporated into the completed project.

Affirmative Action Requirements/Equal Employment Opportunity: Bidders shall solicit sub-bids from available minority subcontractors and suppliers engaged in the trades or materials covered by the Bidding Documents.

Subcontractors proposed by the Bidder shall be acceptable to the District and any applicable agency that administrates the funding for this project.

The selected Contractor shall not employ any alien illegally in the United States.

The selected Contractor will be required to maintain, and provide to the District upon request, copies of the required background checks for all employees who will be working unescorted on or in any District campus area or building.

By submitting a Bid, Bidder warrants that all permitting and other fees required by the authorities having jurisdiction to obtain a building permit for the Work are included in the lump sum bid submitted. No additional amounts will be added to the contract sum for Bidder's failure to determine, in writing, the fee or other amount(s) required by authorities.

A submitted Bid may not be modified, withdrawn, or cancelled by the Bidder until sixty (60) days after the time and date for receipt of Bids. Prior to the time and date for receipt of Bids, Bids submitted early may be modified or withdrawn only by giving notice to the District. Modifications shall be worded so as not to reveal the amount of the original Bid. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids.

The District reserves the right to reject any and all Bids and to waive irregularities in the bidding. The District reserves the right to disqualify Bids, before or after opening, upon evidence of collusion with the intent to defraud or other illegal practices upon the part of the Bidder.

The District shall have the right to accept any proposed Alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and any accepted Alternate(s).

This project is not a "Prevailing Wage" project.

Insurance and Bonds:

The selected Contractor will provide Performance Bond and Labor and Material Payment Bond covering the faithful performance of the Contract and the payment of all obligations arising thereunder, each in the amount of one hundred percent (100%) of the Contract Sum, which shall be submitted to the District. Such bonds shall be issued by a surety company acceptable to the District and properly licensed in the State of Kansas.

The selected Contractor will purchase and maintain insurance of the types and limits of liability outlined below, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The District shall be listed as an additional insured under the required policies. Contractor shall provide the District with notification of any impending or actual cancellation or

expiration of insurance. The furnishing of such notice shall not relieve the Contractor of its obligation to provide such insurance, and upon receiving such notice, the District shall have the right to stop the Work until the lapse in coverage has been cured by the Contractor.

The selected Contractor is required to have and maintain insurance with the following minimum limits:

- Workman's Compensation Insurance to the Statutory limits required by State of Kansas law, and Employer's Liability Insurance covering liability under the common law for injuries or death to any such employee or employees that, for whatsoever reasons, are not less than \$500,000.00 for all damages arising out of bodily injury to or death of employees in any one accident.
- Comprehensive General Liability insurance providing for a limit of not less than \$2,000,000.00 for all damages arising out of bodily injury to or the death of one person (and subject to that limit for each person), not less than \$2,000,000.00 for damages arising out of bodily injury to or the death of two or more persons in any one occurrence, and not less than \$2,000,000.00 for all damages arising out of injury to or destruction of property in any one occurrence. Said insurance policy shall contain no exclusions whatsoever relative to blasting, explosion, demolition, injury to any building or structure due to excavation, pile driving, shoring or underpinning (sometimes known as X, C, and U Exclusions).
- Automobile Public Liability (Bodily Injury) and Property Damage Liability Insurance, to include coverage of all vehicles hired by Contractor, owned by Contractor's employees and used in Contractor's business, and/or owned by the Contractor, providing for a limit of not less than \$1,000,000.00 for all damages arising out of bodily injury to or the death of one person (and subject to that limit for each person), not less than \$1,000,000.00 for all damages arising out of the bodily injury to or the death of two or more person in any one occurrence and not less than \$5,000,000.00 for all damages arising of injury to or destruction of property in any one occurrence.
- Umbrella/Excess Liability coverage written for the following policy limits: \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate limit.

Scope of Bid:

Please see the attached drawings in **Attachment A**. Any Bid should include all necessary materials, equipment, labor, and any other resources needed to complete the project as drawn.

The approximate construction start date of the project is anticipated in April 2022. The selected Contractor will need to work with the District to develop a schedule after the contract has been awarded, as the CAA building schedule changes regularly. In

submitting a bid, please assume a flexible schedule that may include nights and weekends.

Bids must be submitted on a lump sum basis. Please submit your bid in the format of **Attachment B**.

The District's intent is to execute an AIA contract with the selected Contractor. A sample AIA contract for this project is provided in **Attachment C**. The terms of Form DA-146a (**Attachment D**) shall be incorporated into the final executed agreement.

ATTACHMENT A

PROJECT DRAWINGS

Please see the project drawings (“**SMSD CENTER FOR ACADEMIC ACHIEVEMENT ART GALLERY DISPLAY**”) attached to the Invitation to Bid.

Dimensional Innovations is the basis of design for the art display panels. Please contact Jenni Dold for product information and pricing. Jenni’s contact information is as follows:

JENNI DOLD
ASSOCIATE ACCOUNT DIRECTOR

(816) 679-8571 mobile | (913) 384-3488 office
jdold@dimin.com

Please note that a PDF copy of the project drawings can be requested by emailing purchasing@smsd.org.

ATTACHMENT B**BID FORM**

***Please note that contractors may request a copy of Attachment B in Word format by emailing purchasing@smsd.org.**

DATE: _____

Bid of: _____, (herein after called Bidder), a
Corporation/Partnership/Individual doing business as _____.

TO: The Shawnee Mission School District

The Bidder, in compliance with your **Invitation to Bid for Art Gallery Display Project**, and having reviewed the ITB and Specifications and being familiar with the conditions and terms surrounding the desired products and/or services, hereby agrees to perform the work and/or provide products required, within the price stated in this bid response. These prices are to cover all expenses incurred in providing the desired products and/or services.

Bidder acknowledges receipt of the following addenda, in the event subsequently issued:

The undersigned further acknowledges that Bidder is familiar with all publicly shared project materials and the project site, and that Bidder is familiar with conditions affecting the cost of the work at the place where the work is to be done.

In submitting a Bid, the undersigned agrees:

- To furnish all material, labor, tools, expendable equipment, and all utility and transportation services necessary to provide and complete, in a workmanlike manner, all of the work required of any awarded contract.
- To hold a submitted Bid open for sixty (60) days after the receipt of Bids.
- To enter into and execute a contract if awarded, on the basis of this Bid, to furnish a Performance Bond and a Labor and Material Payment Bond in accord with the requirements of the contract, and to deliver executed contract documents to the District within ten (10) days after notification of award, for submittal to the District of approval and acceptance.
- Warrants that Bidder has contacted the authorities having jurisdiction to confirm, in writing, all permitting and plan review fees required to obtain a building permit for this project and has included such amounts in the lump sum base bid.

LUMP SUM BASE BID: The undersigned hereby proposes and agrees to provide the foregoing for the Lump Sum of:

_____ (\$_____)
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

CHANGES IN THE WORK: Changes in the Work shall be established in the contract documents. The following fees shall be used for lump sum pricing and actual cost pricing of additions and deletions to the Work included in the Bid, namely:

	Profit & Overhead	Not to Exceed
To Contractor for work performed by his own forces	10%	10%
To Contractor for work performed by other than his own forces	5%	5%
To Subcontractor for work performed by his own forces	10%	10%
To Subcontractor for work performed by other than his own forces	5%	5%

Percentages for overhead and profit will not be allowed on bond premiums.

Failure to complete the information requested on the Bid Form may result in rejection of the Bid.

DECLARATION: The undersigned has attached any required items listed in the Instructions to Bidders. In submitting this Bid, it is understood that the District/Owner reserves the right to reject any and all Bids and to waive irregularities in the bidding.

Submitted by authorized representative:

Firm: _____

FEI/SSN _____

Signature: _____

Printed Name/Title: _____

Address: _____

Telephone: _____

Email: _____

ATTACHMENT C
SAMPLE AIA CONTRACT

Please see the sample AIA contract document attached to this Invitation to Bid.

ATTACHMENT D – Form DA-146a

State of Kansas
Department of Administration
DA-146a (Rev. 06-12)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

SMSD CENTER FOR ACADEMIC ACHIEVEMENT

ART GALLERY DISPLAY

BIDDING DOCUMENTS
01/24/2022

INTERIOR RENDERING

DRAWING INDEX



GENERAL	SHEET INDEX
GO.1	GENERAL OBSERVATIONS
GO.2	WALL TYPES
ARCHITECTURAL	MAIN LEVEL FLOOR PLAN - OVERALL
A1.1	MAIN LEVEL FLOOR PLAN - OVERALL
A1.2	ENHANCED FLOOR PLAN - DISPLAY
A1.3	INTERIOR ELEVATIONS
A1.4	SECTION DETAILS
MEP	ELECTRICAL SCHEDULES
E1.1	ELECTRICAL PLANS

ARCHITECT

MEP ENGINEER



INCITE DESIGN STUDIO, LLC
110 WEST 18TH STREET
KANSAS CITY, MO 64108
PHONE: 816-579-3500



RTM ENGINEERING CONSULTANTS
9225 INDIAN CREEK PARKWAY, STE
1075
OVERLAND PARK,
KANSAS 66210
PHONE: 913-322-1400

LOCATION: 8200 W. 71ST STREET, OVERLAND PARK, KS 66204



Incite Design Studio
ARCHITECT
INCITE DESIGN STUDIO, LLC
110 WEST 18TH STREET
KANSAS CITY, MO 64108
816-579-3500
www.incitedesignstudio.com

**SMSD CENTER FOR
ACADEMIC
ACHIEVEMENT**

8200 W 71ST STREET
OVERLAND PARK, KS 66204

BIDDING DOCUMENTS

Project Number
20-308
Issue Date
01/24/2022

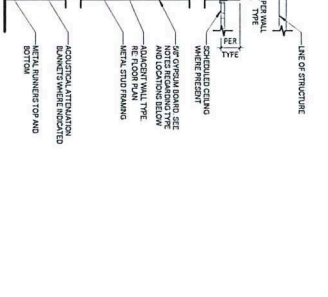
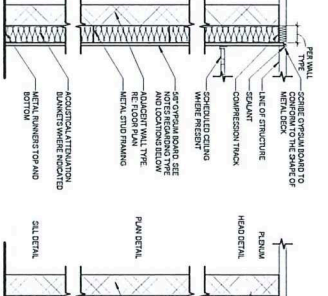
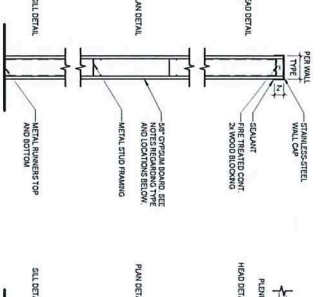
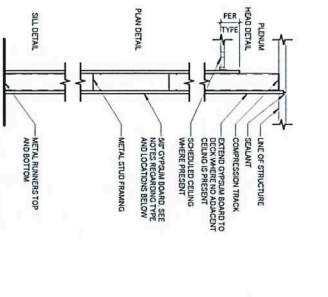
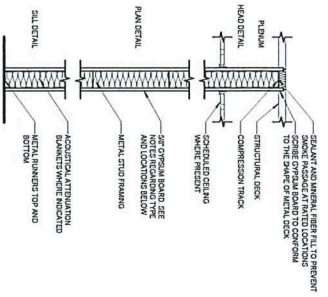
Revision No. Description Date Issued

Architect

SHEET INDEX

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B METAL STUD PARTITION

C METAL STUD PARTITION

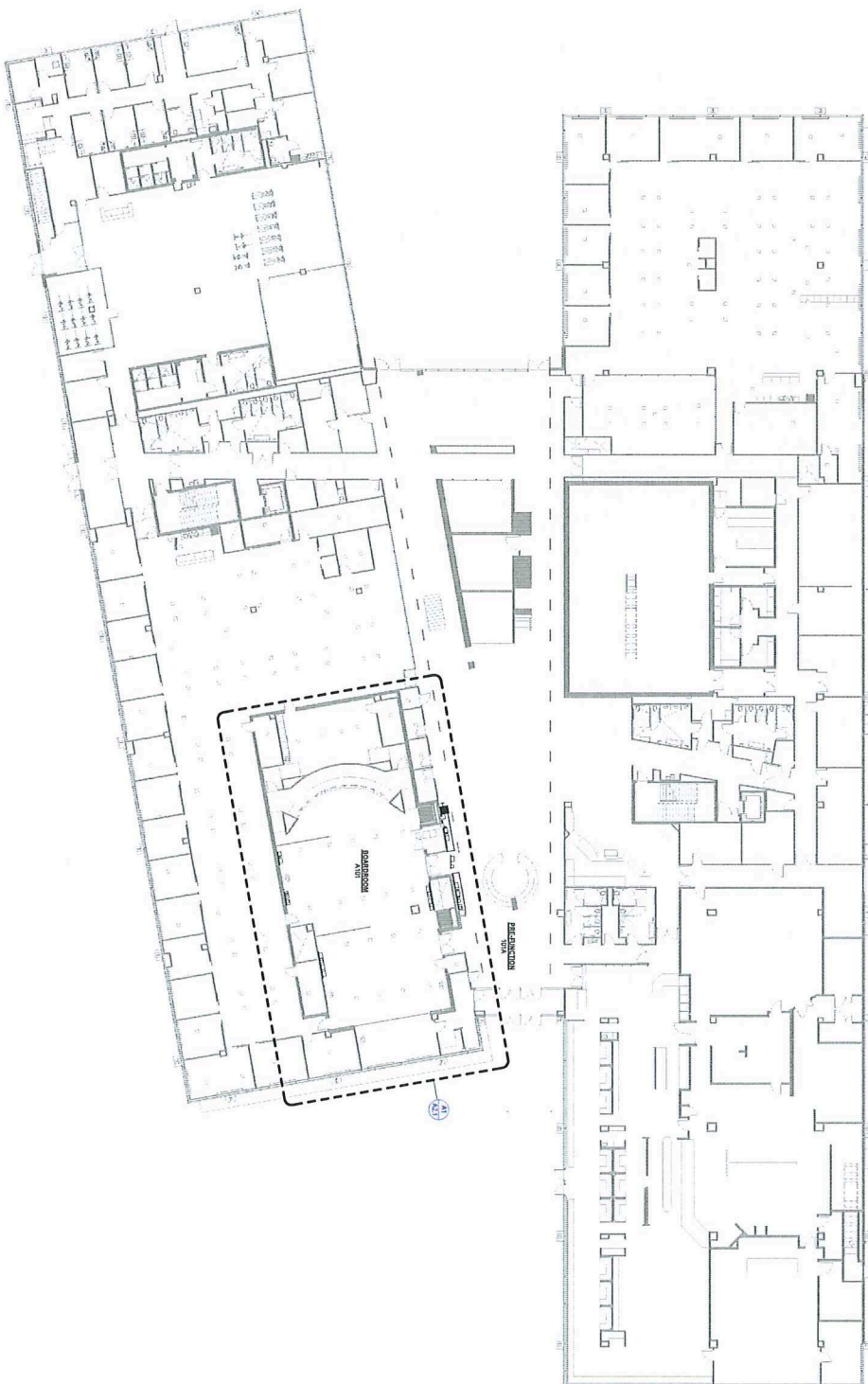
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FLOOR PLAN NOTES

1. NOTES APPLY TO ALL FLOOR PLAN SHEETS
2. ALL DIMENSIONS ARE ACTUAL AND ARE TO FACE OF FINISH FACE OF WALLS, UNLESS NOTED OTHERWISE. ALL DIMENSIONS ARE TO FACE OF FINISH FACE OF WALLS, UNLESS NOTED OTHERWISE.
3. WALL TYPES SHALL BE SHOWN ON FLOOR PLANS THAT "E" SEE SHEET A1.1 FOR WALL TYPES
4. ALL DIMENSIONS ARE TO FACE OF FINISH FACE OF WALLS, UNLESS NOTED OTHERWISE. ALL DIMENSIONS ARE TO FACE OF FINISH FACE OF WALLS, UNLESS NOTED OTHERWISE.



MAIN LEVEL FLOOR PLAN - OVERALL
SCALE: 1/8" = 1'-0"

ids incite Design Studio
INCITE DESIGN STUDIO
OVERLAND PARK, KANSAS
913.222.1100

MAN, PARK, LVA, TRAVEL
2225 BROADVIEW DRIVE, SUITE 100
OVERLAND PARK, KS 66204
913.222.1100

LISTED ARCHITECT
DANIEL CHAN
LISA CHAN
K2 F2020
City of Authority
A-20
INCITE DESIGN STUDIO, LLC

**SMDS CENTER FOR
ACADEMIC
ACHIEVEMENT**

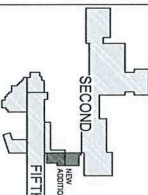
8200 W 71ST STREET
OVERLAND PARK, KS 66204

BIDDING DOCUMENTS

Project Number:
20-308
Issue Date:
01/24/2022

Revised No. Description Date Revised

Area Plan



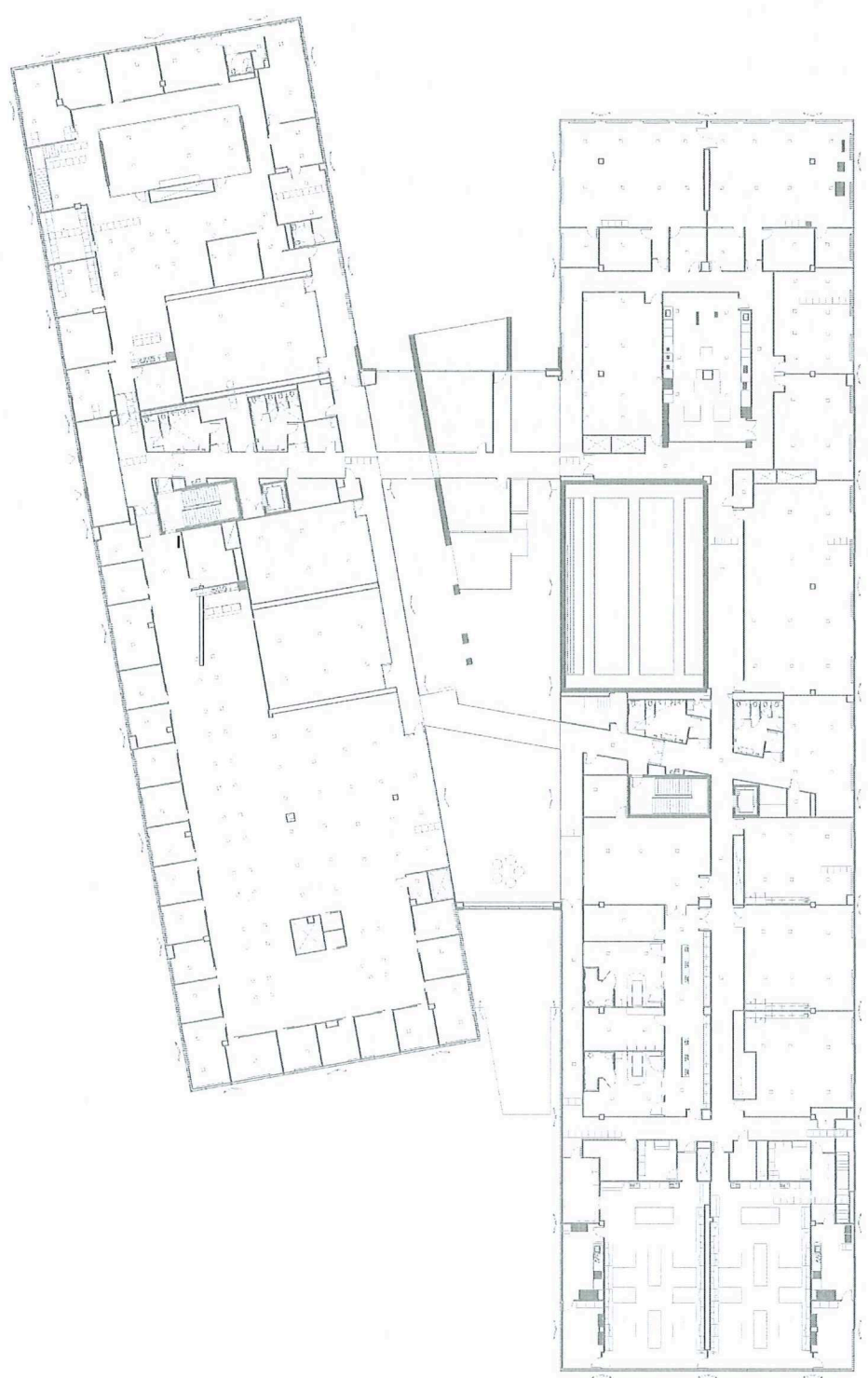
MAIN LEVEL FLOOR PLAN -
OVERALL

A1.1

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FLOOR PLAN NOTES

1. NOTES APPLY TO ALL FLOOR PLAN SHEETS
2. ALL DIMENSIONS ARE ACTUAL AND ARE TO FACE UNLESS INDICATED OTHERWISE
3. WALL TYPES SHALL BE REPORTED ON FLOOR PLANS THAT: [] SEE SHEET A1.1 FOR WALL TYPES
4. ALL DIMENSIONS AND SPACING ARE TO FACE UNLESS INDICATED OTHERWISE
5. ALLOW FOR VARIOUS FINISHES AND MATERIALS OF EXTERIOR WALLS



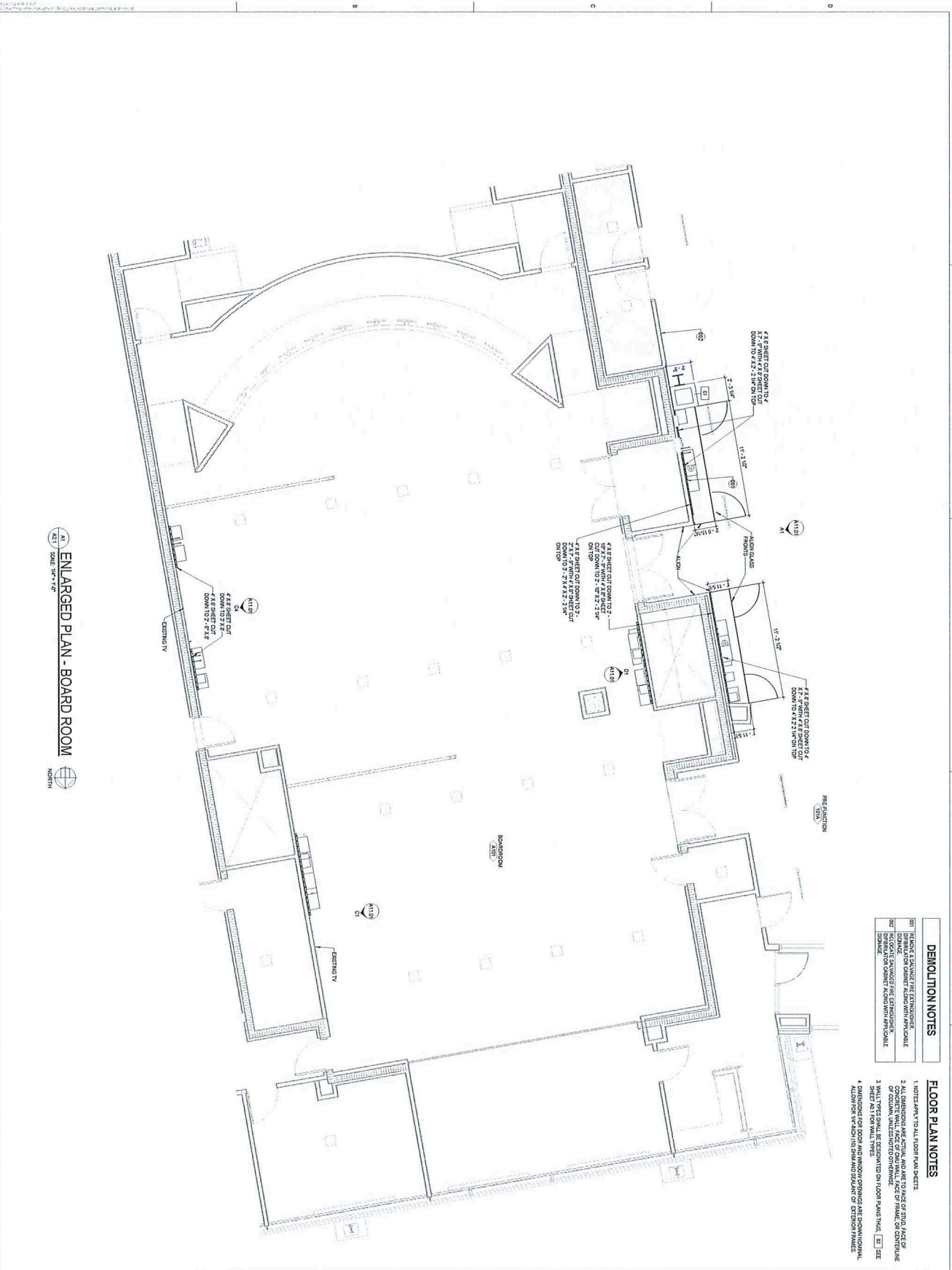
UPPER LEVEL FLOOR PLAN - OVERALL
NORTH

ib incite Design Studio
ARCHITECT
1000 E. 10TH STREET
OVERLAND PARK, KS 66204
913.235.9793
Brent, Paula, Eric, Jessica
200 SOUTH OAKWAY DRIVE, SUITE 100
OVERLAND PARK, KS 66204
913.235.9793

NOT FOR CONSTRUCTION
LIMITED AGREEMENT
DRAFT COPY
UPPER LEVEL
KS 66204
City of Overland Park
ARCHITECT DESIGN STUDIO, LLC
8200 W 71ST STREET
OVERLAND PARK, KS 66204

BIDDING DOCUMENTS
Project Name
8200 W 71ST STREET
OVERLAND PARK, KS 66204
Project Number
20-308
Issue Date
01/24/2022
Revision No. Description Date Issued

UPPER LEVEL FLOOR PLAN - OVERALL
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DEMOLITION NOTES	
001	REMOVE EXISTING FIRE EXTINGUISHER
002	REMOVE EXISTING CLOSET ALONG WITH ANY CLOSET
003	REMOVE EXISTING CLOSET ALONG WITH ANY CLOSET
004	REMOVE EXISTING CLOSET ALONG WITH ANY CLOSET

- FLOOR PLAN NOTES**
1. NOTES APPLY TO ALL FLOOR PLAN SHEETS.
 2. ALL DIMENSIONS ARE ACTUAL AND ARE TO FACE UNLESS NOTED OTHERWISE.
 3. WALL TYPES SHALL BE IDENTIFIED ON FLOOR PLANS WITH [E] FOR EXTERIOR WALL, [I] FOR INTERIOR WALL, [C] FOR CURTAIN WALL, [G] FOR GLASS WALL, [S] FOR SOLID WALL, [D] FOR DOUBLE WALL, [V] FOR VENEER WALL, [M] FOR MASONRY WALL, [F] FOR FORMER WALL, [P] FOR PLYWOOD WALL, [O] FOR OTHER WALL.
 4. ALLOW FOR UP TO 10% TOLERANCE FOR DIMENSIONS.

ib
infinite design studio

ARCHITECT
NOTICE OF DESIGN STUDIO
8200 W 71ST STREET
OVERLAND PARK, KS 66204
913.222.1462
www.infinite-design-studio.com

SMSD CENTER FOR ACADEMIC ACHIEVEMENT

8200 W 71ST STREET
OVERLAND PARK, KS 66204

BIDDING DOCUMENTS

Project Number: 20-308
Issue Date: 01/24/2022

Architect: Infinite Design Studio, LLC
Owner: SUSD
Contractor: SUSD
Architect's Representative: SUSD

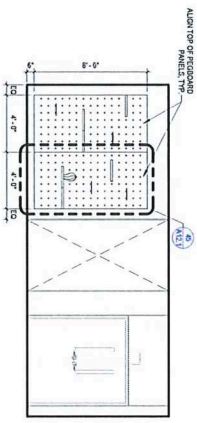
ENLARGED FLOOR PLAN - BOARD ROOM

A2.1

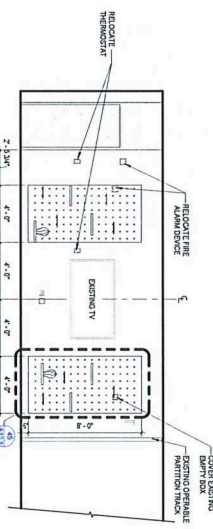
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KEY	DESCRIPTION	MANUFACTURER	STYLE COLOR SIZE	CONTRACT	NOTES
PT1	INTERIOR PAINT: ZERO VOC	SHERRIN WALLS	CONTOUR ADAPTOR (ESPECIALLY FOR WALLS)		
PT2	POWDER COAT	PHO	LIGHT GRAY TO MATCH PROSPECTS' EXISTING WALLS		
SS1	SS10 SURFACE	COGNAC	GLASS WHITE		

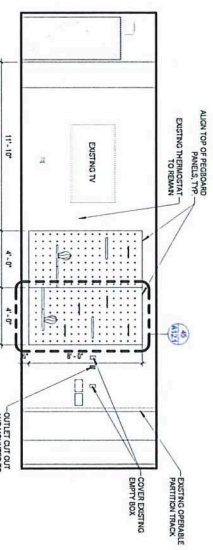
FINISH LEGEND



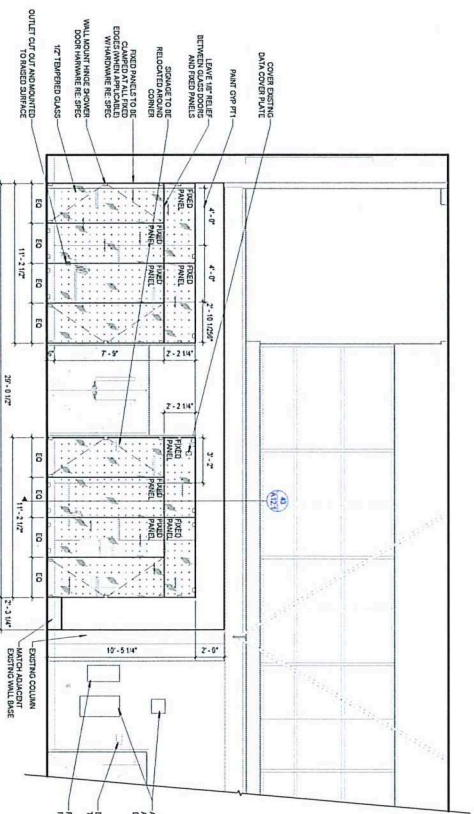
(D) BOARDROOM A101 - WEST
 (A110) SCALE 1/4" = 1'-0"



(C) BOARDROOM A101 - EAST 2
 (A110) SCALE 1/4" = 1'-0"



(C) BOARDROOM A101 - EAST 1
 (A110) SCALE 1/4" = 1'-0"



(A) PRE-FUNCTION - EAST
 (A110) SCALE 1/4" = 1'-0"

ids incite Design Studio
 INCITE DESIGN STUDIO
 10000 N. 100TH AVE., SUITE 100
 OVERLAND PARK, KS 66204
 913.279.1775
 www.incitedesignstudio.com
 2025 BOARD CENTER DRIVE, SUITE 100
 OVERLAND PARK, KS 66204
 913.279.1775

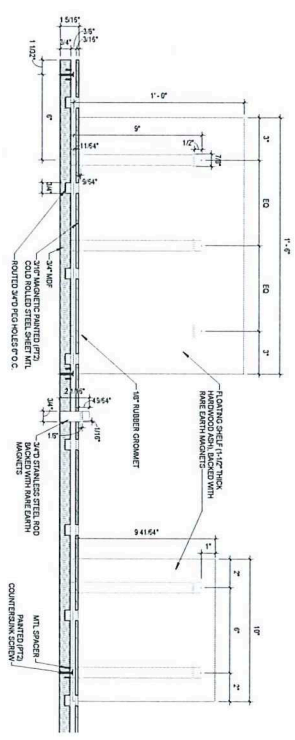
LISTED ARCHITECT
 DAVID COOK
 LICENSE
 KS #203
 City of Overland Park
 INCITE DESIGN STUDIO, LLC
 NOT FOR CONSTRUCTION

MSD CENTER FOR ACADEMIC ACHIEVEMENT
 8200 W 71ST STREET
 OVERLAND PARK, KS 66204

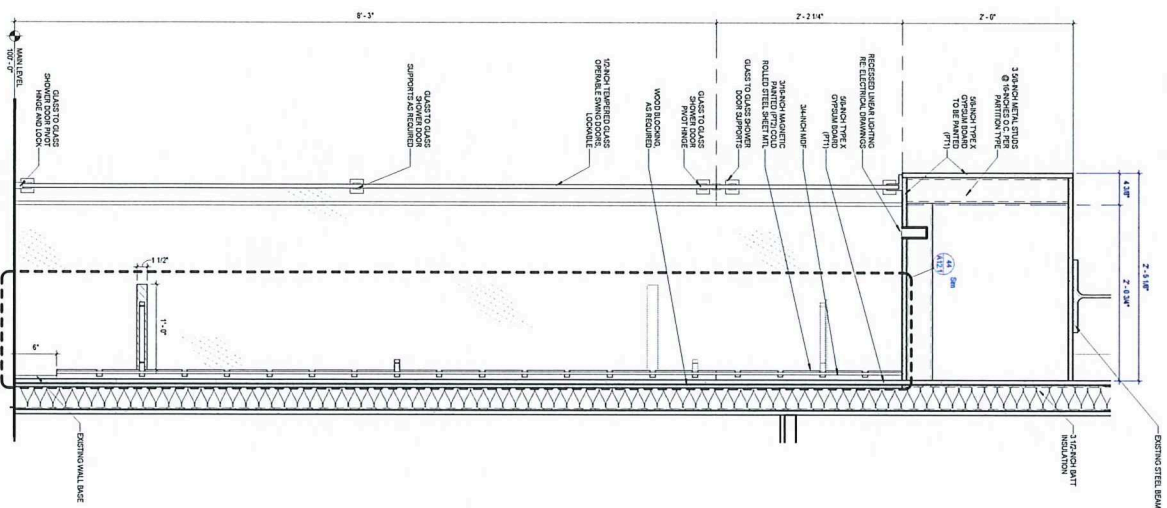
Project Phase
 BIDDING DOCUMENTS
 Project Number
 20-308
 Issue Date
 01/24/2022

Revisions	Description	Date

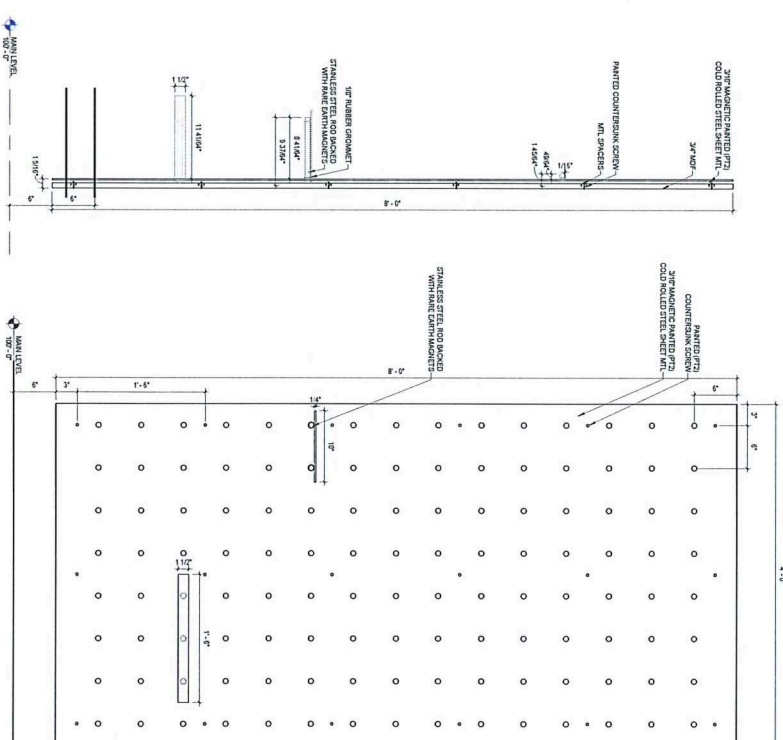
INTERIOR ELEVATIONS
A11.01
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PLAN DTL - DISPLAY BOARD



SECTION - DISPLAY CASE

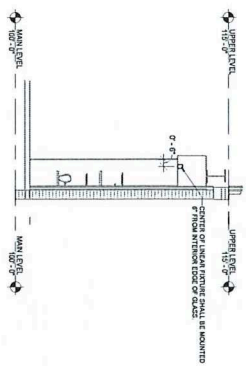


44
A12.1
SCALE: 1/12" = 1'-0"

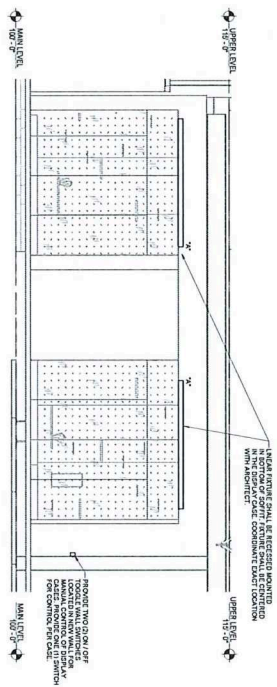
43
A12.1
SCALE: 1"=2'-0"

TYPICAL DISPLAY BOARD ELEVATION

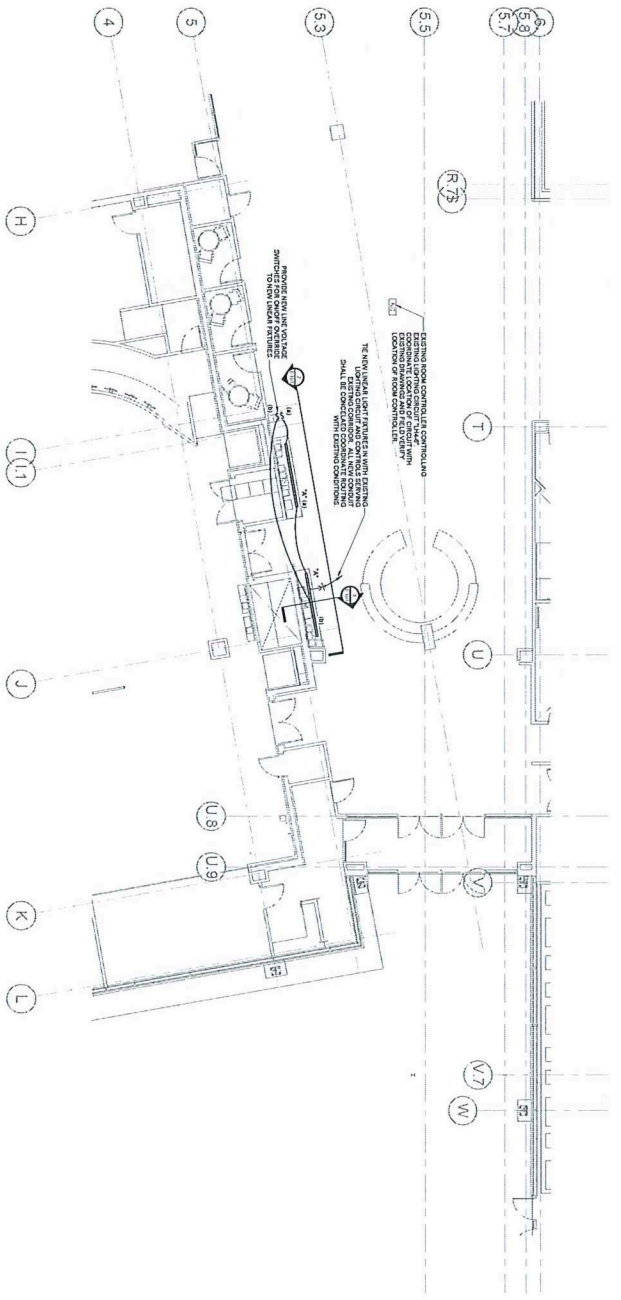
GENERAL NOTES:
 REFER TO SHEET E009 FOR GENERAL NOTES.
 PLAN HEX NOTES:



3 PRE-FUNCTION EAST - LTG SECTION
 E101 SCALE: 1/4" = 1'-0"



2 PRE-FUNCTION EAST - LTG ELEVATION
 E101 SCALE: 1/4" = 1'-0"



1 OVERALL ELECTRICAL VICINITY PLAN
 E101 SCALE: 1/8" = 1'-0"

ib incite Design Studio
 incite Design Studio
 10000 N. 100th Ave., Suite 100
 Overland Park, KS 66204
 913.233.1170
 Main, Brian, Inc., 10000
 N. 100th Ave., Suite 100
 Overland Park, KS 66204
 913.233.1170

Licensed Engineer
 Keith Hammann
 License
 KS 0070
 State of Kansas
 Electrical Engineering
 CONSULTANTS, LLC
 01/21/2022

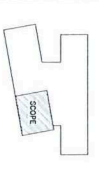
**MSD CENTER FOR
 ACADEMIC
 ACHIEVEMENT**

8200 W 71ST STREET
 OVERLAND PARK, KS 66204

BIDDING DOCUMENTS

Project Name
 221INDS.001
 Issue Date
 01/21/2022

Revision No.	Description	Date Revised



ELECTRICAL PLANS

E101

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AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the sixteenth day of March in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Shawnee Mission Unified School District No. 512 Johnson County, State of Kansas
8200 W. 71st Street
Shawnee Mission, KS 66204

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

Center for Academic Achievement Art Display
8200 W 71st Street
Shawnee Mission, Kansas 66204

The Architect:
(Name, legal status, address and other information)

incite Design Studio
7200 West 75th Street
Overland Park, Kansas 66204

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents identified by the purchase order consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, Owner's Request for Proposals, Contractor's Proposal, Bid Instructions and Bid Form, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

☐ A date set forth in a notice to proceed issued by the Owner.

☒ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work shall be the date to be fixed in the issuance of the Purchase Order or Notice to Proceed for this Agreement unless otherwise noted. The Work shall not commence until all Bonds as required by the Contract are executed and filed with appropriate authorities and Contractor has provided the required Certificates of Insurance.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

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§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☒ By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall not exceed (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item

Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item

Price

Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item

Price

Unforeseen Conditions

In connection with allowances stated in the Agreement or Contract Documents, the Contractor agrees that it may not incur or expend any monies in excess of the allowance amount(s), without express written approval issued in advance by Owner. Failure to obtain prior authorization from Owner shall be deemed a waiver of any claim by Contractor to increase the Contract Sum or seek additional compensation related to such increase in the subject allowance amount(s).

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

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The parties acknowledge that Contractor's failure to achieve Substantial Completion of the Work within the Contract Time by the Contract Documents will cause Owner to incur substantial economic damages of types and in amounts that are impossible to compute and ascertain within certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, Contractor agrees that liquidated damages may be assessed and recovered by Owner as against Contractor in the event of delayed completion and without Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof. Therefore, Contractor shall be liable to Owner for payment of liquidated damages in the amount of One Thousand and 0/100 Dollars (\$1,000.00) per calendar day that Substantial Completion is delayed beyond the specified time. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this agreement for default as provided elsewhere herein.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Contractor's Application for Payment shall be submitted to Owner and Architect in accordance with Article 9.3 of General Conditions, AIA A201 (2007 Edition), as modified.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Sixty (60) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.10

Contractor acknowledges that, as a condition precedent to the Architect's Certification of Substantial Completion, among others, the Contractor shall provide the Owner with:

- .1 Keys, if applicable to the Project

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

Init.

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.
- .3 furnished copies of all written warranties and O&M manuals, as applicable;
- .4 furnished copies of all final releases executed by Contractor and its subcontractors and major suppliers;
- .5 furnished executed Final Consent to Payment by Surety;
- .6 furnished spare parts and maintenance materials to the extent required by Contract Documents;
- .7 furnished completed punch list, as approved by Architect and Owner; and
- .8 furnished complete as-built documentation, if required by the Contract Documents.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, and complete satisfaction of the conditions precedent in Section 5.2.1 above.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, as stated in greater detail in Section 15 of the General Conditions, the Architect will approve or reject Claims by written decision and shall notify the Claimant of any change in the Contract Sum or Contract Time, or both. The Architect's approval or rejection of the Claim shall be final and binding on the Claimant, subject to litigation. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

Tyler Clubb, SMSD Director of Facilities

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2017

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

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ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

(Paragraphs Deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.1.1

In the event that undisputed amounts are not paid by Owner to Contractor within 30 days after Owner receives a timely, properly completed undisputed request for payment, the Owner shall pay interest computed by the rate of 18% per annum on the undisputed amount, which shall begin to accrue on the eighth day after Architect receives an undisputed request for payment from Contractor. Owner agrees that all obligations regarding payment are subject to Kansas Fairness in Public Construction Contract Act, K.S.A. 16-1901, et seq.>>

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Tyler Clubb
TylerClubb@smsd.org

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

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(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

§ 8.7.1

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Owner, its Board of Education, Officers, Directors, Partners, Agents, Consultants, Employees and Sub-Contractors of each and any of them and against all claims, costs, damages, losses and expenses (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals in all courts or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, damage or expense attributable to any act or failure to act, negligent or otherwise, of Contractor or any subcontractor (meaning anyone including but not limited to consultants having a contract with Contractor or a subcontractor for a part of the services). or anyone directly or indirectly employed by Contractor or by any subcontractor, or anyone whose acts the Contractor or its subcontractor may be liable, in connection with the Work.

§ 8.7.2

Contractor, its employees, agents, subcontractors and representatives shall comply with all of the Owner's Policies, Regulations, Rules and Procedures, including the tobacco-free campus Policy.

§ 8.7.3

Contractor and its employees shall not interact with, contact, or otherwise access students on District premises without express approval by the District. District may require Contractor and its employees undergo criminal background checks before entering areas of the District premises occupied by students or before interacting with students. District reserves the right to exclude persons from its premises.

§ 8.7.4

Owner and Contractor may withhold assessed penalties from Contractors and any of its subcontractors, respectively, and for any fines imposed to or upon Owner for non-compliance to procedures outlined in the respective laws.

§ 8.7.5

This Agreement and any Attachments may only be amended, modified or supplemented with the written agreement of Owner and Contractor.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, as amended.
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, as amended.
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended and contained in the Project Manual.
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

- .5 Drawings as stated in the Project Manual

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Attached Exhibit A
Number

Title
Construction Documents

Date

.6 Specifications

Attached Exhibit B

Section

Title

Date

Pages

Specification Book

.7 Addenda, if any:

Number

Date

Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

All other conditions and sections of the Project Manual, including, but not limited to, Bidding, Invitations, Instructions, Contract and Bond Forms, and all other sample forms found within the Project manual, and any Addenda, Amendments or supplemental thereto.

☐ The Sustainability Plan:

Title

Date

Pages

☐ Supplementary and other Conditions of the Contract:

Document

Title

Date

Pages

.9 Other documents, if any, listed below:

- .1 Owner's Request for Bids, including all specifications and Bidding Documents
- .2 Contractor's Performance Bond
- .3 Contractor's Payment Bond
- .4 Contractor's Proposal/Bid
- .5 Instructions to Bidders
- .6 Any written Change Orders issued after execution of this Agreement.
- .7 The Contractual Provisions Attachment, Form DA-146a.

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Init.

The Provisions found in Contractual Provisions Attachment (FormDA-146a, Rev. 1-01, which is attached to AIA Document A201-2007, General Conditions of the Contract for Construction, as amended, and contained in the Project Manual, are hereby incorporated in this contract and made a part thereof.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

Init.

/

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:00:49 CT on 03/16/2022.

PAGE 1

AGREEMENT made as of the sixteenth day of March in the year 2022

...

Shawnee Mission Unified School District No. 512 Johnson County, State of Kansas
8200 W. 71st Street
Shawnee Mission, KS 66204

...

Center for Academic Achievement Art Display
8200 W 71st Street
Shawnee Mission, Kansas 66204

...

incite Design Studio
7200 West 75th Street
Overland Park, Kansas 66204

PAGE 2

The Contract Documents identified by the purchase order consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, Owner's Request for Proposals, Contractor's Proposal, Bid Instructions and Bid Form, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

...

[☒] Established as follows:

...

If a date of commencement of the Work shall be the date to be fixed in the issuance of the Purchase Order or Notice to Proceed for this Agreement unless otherwise noted. The Work shall not commence until all Bonds as required by

the Contract are executed and filed with appropriate authorities and Contractor has provided the required Certificates of Insurance.

PAGE 3

[X] By the following date:

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be not exceed (\$), subject to additions and deductions as provided in the Contract Documents.

...

Unforeseen Conditions

...

In connection with allowances stated in the Agreement or Contract Documents, the Contractor agrees that it may not incur or expend any monies in excess of the allowance amount(s), without express written approval issued in advance by Owner. Failure to obtain prior authorization from Owner shall be deemed a waiver of any claim by Contractor to increase the Contract Sum or seek additional compensation related to such increase in the subject allowance amount(s).

PAGE 4

The parties acknowledge that Contractor's failure to achieve Substantial Completion of the Work within the Contract Time by the Contract Documents will cause Owner to incur substantial economic damages of types and in amounts that are impossible to compute and ascertain within certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, Contractor agrees that liquidated damages may be assessed and recovered by Owner as against Contractor in the event of delayed completion and without Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof. Therefore, Contractor shall be liable to Owner for payment of liquidated damages in the amount of One Thousand and 0/100 Dollars (\$1,000.00) per calendar day that Substantial Completion is delayed beyond the specified time. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this agreement for default as provided elsewhere herein.

...

Contractor's Application for Payment shall be submitted to Owner and Architect in accordance with Article 9.3 of General Conditions, AIA A201 (2007 Edition), as modified.

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Sixty (60) days after the Architect receives the Application for Payment.

PAGE 5

5%

...

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

...

§ 5.1.10

...

Contractor acknowledges that, as a condition precedent to the Architect's Certification of Substantial Completion, among others, the Contractor shall provide the Owner with:

...

.1 Keys, if applicable to the Project

PAGE 6

~~.4~~ .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and

...

~~.2~~ .2 a final Certificate for Payment has been issued by the Architect.

...

.3 furnished copies of all written warranties and O&M manuals, as applicable;

...

.4 furnished copies of all final releases executed by Contractor and its subcontractors and major suppliers;

...

.5 furnished executed Final Consent to Payment by Surety;

...

.6 furnished spare parts and maintenance materials to the extent required by Contract Documents;

...

.7 furnished completed punch list, as approved by Architect and Owner; and

...

.8 furnished complete as-built documentation, if required by the Contract Documents.

...

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows: and complete satisfaction of the conditions precedent in Section 5.2.1 above.

...

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, ~~unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.~~ as stated in greater detail in Section 15 of the General Conditions, the Architect will approve or reject Claims by written decision and shall notify the Claimant of any change in the Contract Sum or Contract Time, or both. The Architect's approval or rejection of the Claim shall be final and binding on the Claimant, subject to litigation.

...

Tyler Clubb, SMSD Director of Facilities

...

☒ [X] Litigation in a court of competent jurisdiction

PAGE 7

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

...

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

...

§ 8.1.1

...

In the event that undisputed amounts are not paid by Owner to Contractor within 30 days after Owner receives a timely, properly completed undisputed request for payment, the Owner shall pay interest computed by the rate of 18% per annum on the undisputed amount, which shall begin to accrue on the eighth day after Architect receives an undisputed request for payment from Contractor. Owner agrees that all obligations regarding payment are subject to Kansas Fairness in Public Construction Contract Act, K.S.A. 16-1901, et seq.>>

...

Tyler Clubb
TylerClubb@smsd.org

§ 8.7.1

...

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Owner, its Board of Education, Officers, Directors, Partners, Agents, Consultants, Employees and Sub-Contractors of each and any of them and against all claims, costs, damages, losses and expenses (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals in all courts or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, damage or expense attributable to any act or failure to act, negligent or otherwise, of Contractor or any subcontractor (meaning anyone including but not limited to consultants having a contract with Contractor or a subcontractor for a part of the services), or anyone directly or indirectly employed by Contractor or by any subcontractor, or anyone whose acts the Contractor or its subcontractor may be liable, in connection with the Work.

...

§ 8.7.2

...

Contractor, its employees, agents, subcontractors and representatives shall comply with all of the Owner's Policies, Regulations, Rules and Procedures, including the tobacco-free campus Policy.

...

§ 8.7.3

...

Contractor and its employees shall not interact with, contact, or otherwise access students on District premises without express approval by the District. District may require Contractor and its employees undergo criminal background checks before entering areas of the District premises occupied by students or before interacting with students. District reserves the right to exclude persons from its premises.

...

§ 8.7.4

...

Owner and Contractor may withhold assessed penalties from Contractors and any of its subcontractors, respectively, and for any fines imposed to or upon Owner for non-compliance to procedures outlined in the respective laws.

...

§ 8.7.5

...

This Agreement and any Attachments may only be amended, modified or supplemented with the written agreement of Owner and Contractor.

...

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, as amended.

...

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, as amended.

...

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended and contained in the Project Manual.

...

.5 Drawings as stated in the Project Manual

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Attached Exhibit A

...

Construction Documents

...

Attached Exhibit B

...

Specification Book

...

All other conditions and sections of the Project Manual, including, but not limited to, Bidding, Invitations, Instructions, Contract and Bond Forms, and all other sample forms found within the Project manual, and any Addenda, Amendments or supplemental thereto.

...

.1 Owner's Request for Bids, including all specifications and Bidding Documents

...

.2 Contractor's Performance Bond

...

.3 Contractor's Payment Bond

...

.4 Contractor's Proposal/Bid

...

.5 Instructions to Bidders

...

.6 Any written Change Orders issued after execution of this Agreement.

...

.7 The Contractual Provisions Attachment, Form DA-146a.

PAGE 10

The Provisions found in Contractual Provisions Attachment (FormDA-146a, Rev. 1-01, which is attached to AIA Document A201-2007, General Conditions of the Contract for Construction, as amended, and contained in the Project Manual, are hereby incorporated in this contract and made a part thereof.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Brian Foxworthy, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:00:49 CT on 03/16/2022 under Order No. 2114301129 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)