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: December 5, 2024 BID NO. 24-021

BID TITLE: **Roof Improvement Project - CAA**

Bids will be accepted until and then publicly opened on:

Date: **December 20, 2024**

Day: **Friday**

Time: **2:30 p.m. (local time)**

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 a **Roof Improvement 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 **Friday, December 13, 2024 by 12:00 p.m. Noon (local time).** The District will address questions via addenda; it is currently anticipated that any applicable addenda will be issued by **Monday, December 16, 2024 by 2:00 p.m. (local time).**

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 **Thursday, December 12, 2024 at 3:30 p.m. (local time) at the CAA building (8200 W. 71st Street, Shawnee Mission, KS 66204).** 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 2:30 p.m. (local time), December 20, 2024**. 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 2:30 p.m. (local time)**.

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 **("24-021"),** bid opening date (currently, **December 20, 2024**), and bid opening time (currently, **2:30 p.m. local time**).

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 60 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 <u>not</u> a "Prevailing Wage" project.

Insurance and Bonds:

Bid Security – Bid security shall be submitted with each bid of $15,000 or greater in the amount of 5 percent of the bid amount, including all additive alternates and made payable to the Owner. No bids may be withdrawn for a period of 60 days after opening of bids.

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.

K.S.A. 60-1111 requires that selected construction contractors provide a payment bond to the State of Kansas (also referred to as a public works bond, a surety bond, a statutory bond, or a labor and materials bond) for construction, reconstruction, and remodeling projects which exceed $100,000. The amount of the bond should be at least equal to the cost of the project. Selected contractors should file a payment bond with Clerk of District Court in the country where the project is constructed and furnish the school district with copies of the bond bearing written approval of Clerk of the District Court.

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**. This project involves installation of roof paver units, pedestal support systems, support tray units, metal flashing, roof drain adjustments, gutters, downspouts, connections, and other system components. 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 January 2025. 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.

CENTER FOR ACADEMIC ACHIEVEMENT IMPROVEMENTS

SHAWNEE MISSION SCHOOL DISTRICT USD #512

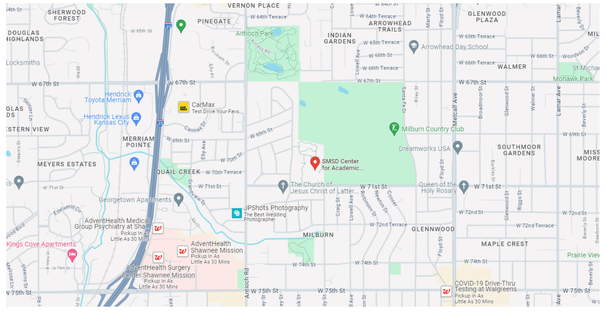
CONSTRUCTION DOCUMENTS
04/26/2024

DRAWING INDEX

GENERAL
G1.00 SHEET INDEX AND SPECIFICATIONS

ARCHITECTURAL
A4.00 PARTIAL ROOF PLAN AND DETAILS
A5.10 EXTERIOR ELEVATIONS AND DETAILS

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



ARCHITECT

INCITE DESIGN STUDIO, LLC
7200 WEST 75TH STREET
OVERLAND PARK, KS 66204
PHONE: 913-381-4437

SECTION 077600 - ROOF PAVERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Roof paver units.
2. Pedestal support system.
3. Support tray units.
4. Other system components, provided by Installer.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at 8200 W 71st St., Overland Park, KS 66204

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product and system indicated.
1. Include manufacturer's specifications for materials, finishes, construction details, installation instructions, and recommendations for maintenance.
B. Shop Drawings: For roof paver units and pedestal support system layout; indicate adjacent construction, perimeter containment components, penetrations, attachment details, and other conditions.
1. Include data indicating compliance with performance requirements.
C. Samples for Initial Selection: For each type of roof paver unit, provide representative charts of manufacturer's full range of patterns, textures, and colors.
D. Samples for Verification: For each type of exposed finish for each roof paver unit selected.
1. Roof Paver Units: Manufacturers' standard size, 12 by 12 inches (305 by 305 mm).
2. Accessories: Adjustable pedestal support, base pad, shims and support tray unit.
E. Delegated Design Submittal: For pedestal support system and perimeter containment system installation, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Statements: For delegated design engineer.
B. Product Test Reports: Written reports based on evaluation of comprehensive tests performed by qualified testing agency indicating that each product complies with requirements.
C. Sample Warranty: For warranty.

1.5 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For roof paver units and pedestal support system to include in operation and maintenance manuals.

1.6 MAINTENANCE MATERIAL SUBMITTALS

A. Extra Stock Material: Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents. Include inventory list of items delivered.
1. Roof Paver Units: Full-size units in quantity equal to 5 percent of quantity installed for each type, pattern, color, and size.
2. Pedestal Supports: Units in quantity equal to 5 percent of quantity installed for each type and size. Include manufacturer-furnished adjustment tool.
3. Support Tray Units: Units in quantity equal to 5 percent of quantity installed for each type and size.
4. Deliver materials to location determined by Owner.

1.7 QUALITY ASSURANCE

A. Delegated Design Engineer: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated.

1.8 MOCKUPS

A. Mockup: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for fabrication and installation.
1. Build mockup in size and location indicated on Drawings, or if not indicated, no fewer than four roof paver units nine perdestal supports.
2. Acceptance of mockups does not constitute acceptance of deviations from the Contract Documents contained in mockups unless Architect specifically accepts such deviations in writing.
3. Subject to compliance with requirements, accepted mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Protect products during shipping, handling, and storage to prevent staining, chipping, deterioration of components, or other damage. Store unused materials in original packaging.

1.10 WARRANTY

A. Manufacturer's Warranty: Manufacturer and Installer agree to repair or replace the following:
1. Damaged roof paver units that are delivered to Project site chipped, cracked, or broken prior to being unpackaged.
2. Roof paver units and pedestal supports that fail in materials or workmanship within specified warranty period when installed and used in accordance with manufacturer's written instructions.
3. Manufacturer's Warranty Period: Ten years from date of Substantial Completion.
4. Installer's Warranty Period: Three years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

A. Obtain roof paver units and pedestal support system from single source or producer.

2.2 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer to design pedestal support system and perimeter containment system.
B. Pedestal Support System: Capable of withstanding effects of gravity loads and the following loads and stresses, within limits and under conditions indicated:
1. Roof Terraces: Uniform load of 125 lbf/sq. ft. (610 kg/sq. m) or a concentrated load of 2000 lbf (8.9 kN), whichever produces greater stress.
2. Walkways and Elevated Platforms Other Than Exits: Uniform load of 60 lbf/sq. ft. (293 kg/sq. m).
3. Walkways and Elevated Platforms Used as Exits: Uniform load of 100 lbf/sq. ft. (488 kg/sq. m).
4. All Roof Zones (Corner, Perimeter, and Field-of-Roof) Uplift Pressures: As indicated on Drawings.
5. Roof Zone 1 (Field-of-Roof) Uplift Pressure: **-25.8 lbf /sq. ft. (-125.97 kg/sq. m)**.
6. Roof Zone 2 (Perimeter) Uplift Pressure: **-38.7 lbf /sq. ft. (-188.95 kg/sq. m).**
7. Roof Zone 3 (Corners) Uplift Pressure: **-77.5 lbf /sq. ft. (-378.39 kg/sq. m).**
C. Perimeter Containment System: Capable of resisting lateral forces in pedestal roof paver support system without displacement exceeding 1/8 inch (3.2 mm).

2.3 ROOF PAVER UNITS

A. Porcelain Pavers: Impervious vitreous roof paver units with a water-absorption rate of 0.5 percent or less when tested in accordance with ASTM C373; resistant to freezing and thawing when tested in accordance with ASTM C1026; abrasion-, chemical-, and stain-resistant; intended for exterior use with roof paver support system.
1. Basis-of-Design Product: Subject to compliance with requirements, provide Tile Tech Inc.; Porcelain Pavers Series or comparable product by one of the following:
a. Approved Substutions
2. Nominal Weight: 9 lb/sq. ft. (44 kg/sq. m).
3. Nominal Size: 24" x 24"
4. Nominal Thickness: 3/4 inch (19 mm).
5. Edge: Manufacturer's standard.
6. Color and Texture: As selected by Architect from manufacturer's full range.
7. Breaking Strength (ISO 10545-4): 2200 lbf/sq. ft. (1.053 MPa), minimum.
8. Bending Strength (EN 1339): Class 14.
9. Static Load Capacity (EN 12825): 1700 lbf/sq. ft. (0.814 MPa), minimum.
10. Modulus of Rupture (ISO 10545-4): 7000 lbf/sq. in. (0.335 MPa), minimum.

2.4 PEDESTAL SUPPORT SYSTEM

A. Fixed-Height-Pedestal Paver Supports: High-impact and flame-resistant ABS plastic system components of varying thickness, stackable to accommodate height adjustments from 1/2 to 2 inches (12.8 to 50.8 mm). System shall maintain 1/8- to 1/4-inch (3.2- to 6.4-mm) paver joint width and alignment of pavers while allowing for drainage, air circulation, and prevention of water accumulation.
1. Basis-of-Design Product: Subject to compliance with requirements, provide Tile Tech Inc.; Stak-Cap or comparable product by one of the following:
a. Approved Substitutions.
2. Load Capacity: Not less than 1500 lbf (6.7 kN).
B. Paver Support System Components and Accessories: Provide manufacturer's standard high-impact and flame-resistant high-density polypropylene or ABS plastic spacer tabs, shims, extenders, reducers, lateral bracing support members, and other accessories as necessary for a complete assembly.
1. Roof Paver Lock-Down System: Pedestal and cap plate mounting components.
a. Basis-of-Design Product: Subject to compliance with requirements, provide Tile Tech Inc.; Wind-Lock or comparable product by one of the following:
1) Approved Substitutions.
2. Lateral Bracing System:
a. Basis-of-Design Product: Subject to compliance with requirements, provide Tile Tech Inc.; Lateral Bracing System or comparable product by one of the following:
1) Aproved Substitutions.

2.5 SUPPORT TRAY UNITS

A. Wind Uplift and Safety System Paver Unit Support Trays: Manufacturer's standard honeycomb structural trays with adhesive tracks in perimeter, center, and auxiliary zones. Include locking disks with fasteners, spacer joint pegs, and roofing adhesive as approved in writing by manufacturer.
1. Basis-of-Design Product: Subject to compliance with requirements, provide Tile Tech Inc.; Hex-Tray Wind Uplift and Safety System or comparable product by one of the following:
a. Approved Substitutions
2. Nominal Weight: 1.25 lb/sq. ft. (6 kg/sq. m).
3. Nominal Size: 24 by 24 inches (600 by 600 mm).
4. Nominal Thickness: 1-1/2 inch (38 mm).

2.6 INSTALLER

A. Protection Course: As recommended by roofing membrane manufacturer to prevent damage to roofing while allowing adequate flow to drainage system.
B. PVC Pipe: Nominal 4-inch (102-mm) OD SDR35 PVC sewer pipe complying with requirements of ASTM D3034 or ASTM F679. Cut pipe to heights to suit Project.
C. Perimeter Containment System: Materials and components provided by Installer to restrain pedestal roof paver support system.

2.7 MATERIALS

A. ABS Plastic: Complying with ASTM F2806.
B. High-Density Polypropylene: Having a self-ignition temperature of 650 deg F (343 deg C) or greater when tested in accordance with ASTM D1929.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
B. Examine roofing membrane installation, with roofing installer present, for protection from perimeter containment system and pedestal support system installation. Examine areas where roofing system is turned up or flashed against vertical surfaces and horizontal roofing.
C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Install protection course over roofing membrane in accordance with roofing manufacturer's written instructions.
B. Coordinate placement of pedestal support system with roofing membrane Work.

3.3 INSTALLATION, GENERAL

A. Install systems and components in accordance with manufacturer's written instructions and accepted Shop Drawings.
B. Mix roof paver units from several pallets or cubes, as they are placed, to produce uniform blend of colors and textures.
C. Cut roof paver units with motor-driven masonry saw equipment to provide clean, sharp, unchipped edges. Cut units to provide pattern indicated and to fit adjoining work neatly. Use full roof paver units without cutting where possible. Hammer cutting is not acceptable.
D. Joint Pattern: As indicated.
E. Units over Roofing: Exercise care in placing roof paver units and setting materials over roofing so protection materials are not displaced and roofing is not punctured or otherwise damaged. Carefully replace protection materials that become displaced and arrange for repair of damaged roofing before covering with roof paver units.

3.4 INSTALLATION OF PEDESTAL SUPPORT SYSTEM

A. Lay out and mark pedestal support locations on top of protection course. Install bearing pads below pedestal supports.
B. Accurately set pedestal supports in locations coordinated with approved roof paver layout.
C. Install wind uplift and safety system components and lateral bracing support system components.
D. Adjust pedestal support heights to level system prior to, and following, installation of roof paver units. Shim where fine adjustment is necessary using manufacturer-provided shims.

3.5 INSTALLATION OF ROOF PAVER UNITS

A. Do not use roof paver units with chips, cracks, voids, discolorations, edge damage, and other defects that might be visible or cause staining in finished work.
B. Install roof paver units over pedestal support system, maintaining a uniform joint width. Align joint patterns parallel in each direction.
1. Lay out units to avoid less-than-half-width units at perimeter or other terminations.
C. Set roof paver units in place using placement methods that result in stable installation free from rocking.
D. Tightly seat roof paver units against spacers to eliminate lateral movement or drift of paving assembly. Make final in-place level adjustments using manufacturer's furnished tool to adjust paver support heights.
E. Pre-assemble and adhere the pavers to the wind uplift trays with manufacturer recommended adhesive to the adhesived track on tray.
F. Level and secure four adjacent corners to pedestal system using disks and screws.
G. Cut pavers and tray at termination points and walls.

3.6 CONSTRUCTION TOLERANCES

A. Variation of Level Across Width of Each Roof Paver Unit: 1/16 inch (1.6 mm), maximum.
B. Variation from Level: Do not exceed 1/4 inch in 10 ft. (6.4 mm in 3.0 m), when measured at any location and in any direction.
C. Variation in Joint Width: Do not vary joint thickness more than one-fourth of nominal joint width.
D. Variation in Plane at Joints (Lipping): Do not exceed 1/16 inch (1.6 mm) difference between planes of adjacent roof paver units.
E. Variation in Line of Edge at Joints (Lipping): Do not exceed 1/16 inch (1.6 mm) difference between edges of adjacent roof paver units, where edge line continues across joint.

3.7 CLEANING AND PROTECTION

A. Remove and replace loose, chipped, broken, stained, or otherwise damaged roof paver units or units that do not match adjoining units or pattern indicated on Drawings.
B. Cleaning: Remove soiling from exposed surfaces; wash and scrub clean. Leave joints between roof paver units open and clean of debris to allow for proper drainage and airflow.
C. Provide final protection and maintain roof paver units without damage or deterioration at time of Substantial Completion.

END OF SECTION 077600

Architect
INCITE DESIGN STUDIO
7200 WEST 75TH STREET
OVERLAND PARK, KS 66204
913.381.4437

Licensed Architect
DUANE CASH

License
KS #7083

DUANE A. CASH LICENSED 7083 4-26-2024 KANSAS ARCHITECT

CENTER FOR ACADEMIC ACHIEVEMENT IMPROVEMENTS

8200 W 71ST STREET
OVERLAND PARK, KS 66204

Project Phase
CONSTRUCTION DOCUMENTS

Project Number
24-309

Issue Date
04/26/2024

Revision No.	Description	Date Issued

Area Plan

Sheet Name
SHEET INDEX AND SPECIFICATIONS

Sheet Number
G1.00

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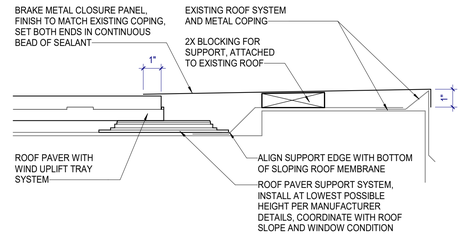
EXISTING TPO ROOF AND DRAINS



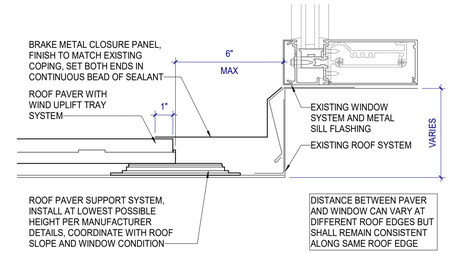
EXISTING TPO ROOF

FLOOR PLAN NOTES

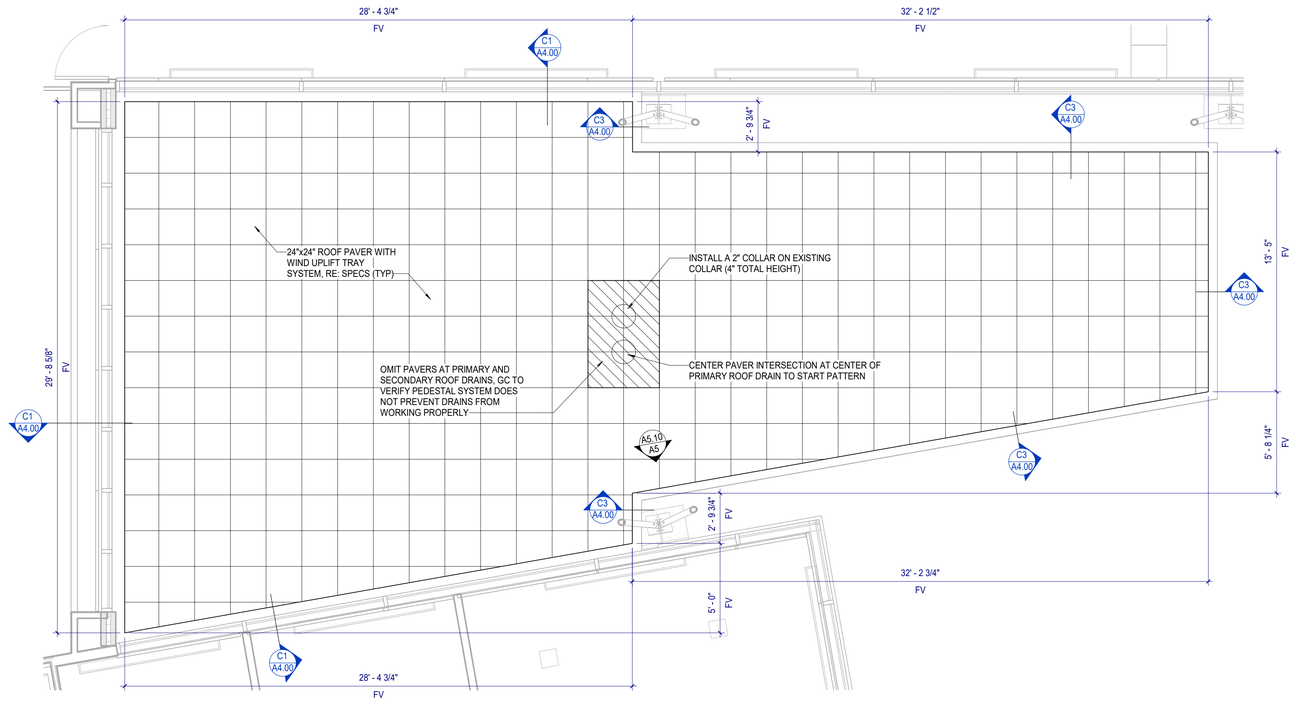
1. NOTES APPLY TO ALL FLOOR PLAN SHEETS.
2. ALL DIMENSIONS ARE ACTUAL AND ARE TO FACE OF STUD, FACE OF CONCRETE WALL, FACE OF CMU WALL, FACE OF FRAME, OR CENTERLINE OF COLUMN, UNLESS NOTED OTHERWISE.
3. WALL TYPES SHALL BE DESIGNATED ON FLOOR PLANS THUS, B2 SEE SHEET A0.1 FOR WALL TYPES.
4. DIMENSIONS FOR DOOR AND WINDOW OPENINGS ARE SHOWN NOMINAL. ALLOW FOR 1/4"-INCH (10) SHIM AND SEALANT OF EXTERIOR FRAMES.



C3 DETAIL SECTION - CANOPY EDGE
SCALE: 3" = 1'-0"



C1 DETAIL SECTION - WINDOW SILL
SCALE: 3" = 1'-0"



A1 UPPER LEVEL FLOOR PLAN - ROOF CANOPY AND PAVERS
SCALE: 1/4" = 1'-0"

Architect
INCITE DESIGN STUDIO
7200 WEST 75TH STREET
OVERLAND PARK, KS 66204
913.381.4437

Licensed Architect
DUANE CASH

License
KS #7083

DUANE A. CASH LICENSED 7083 4-22-2024 KANSAS ARCHITECT

CENTER FOR ACADEMIC ACHIEVEMENT IMPROVEMENTS

8200 W 71ST STREET
OVERLAND PARK, KS 66204

Project Phase
CONSTRUCTION DOCUMENTS

Project Number
24-309

Issue Date
04/26/2024

Revision No.	Description	Date Issued
	A1 A5.10	

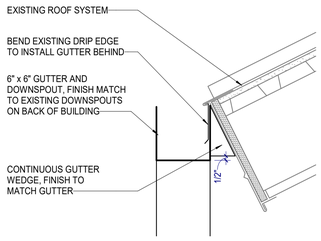
Area Plan

Sheet Name
PARTIAL ROOF PLAN AND DETAILS

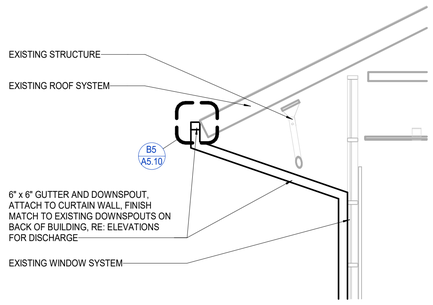
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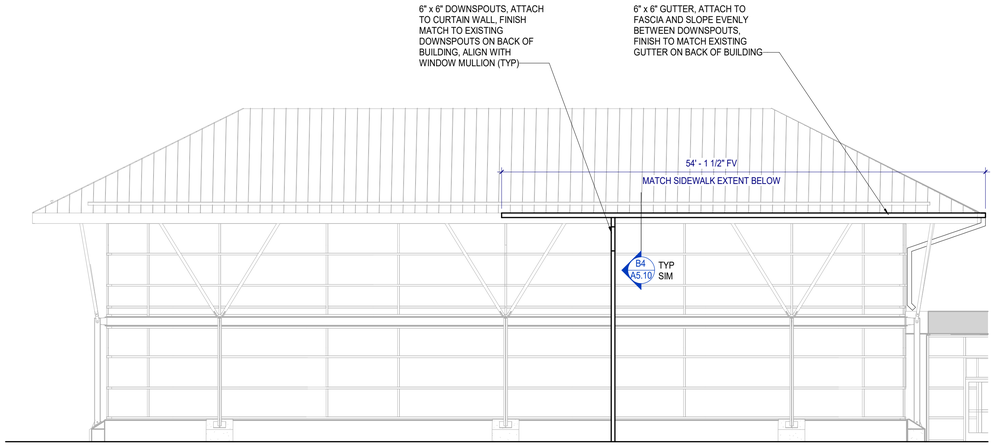
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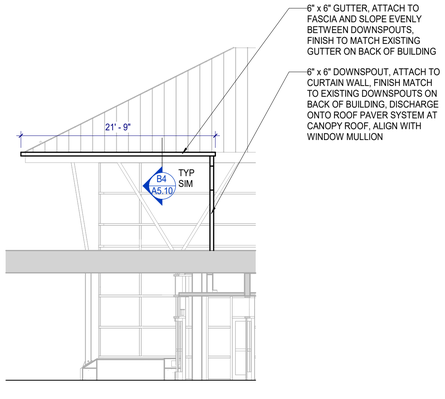
B5 GUTTER DETAIL
SCALE: 1 1/2" = 1'-0"



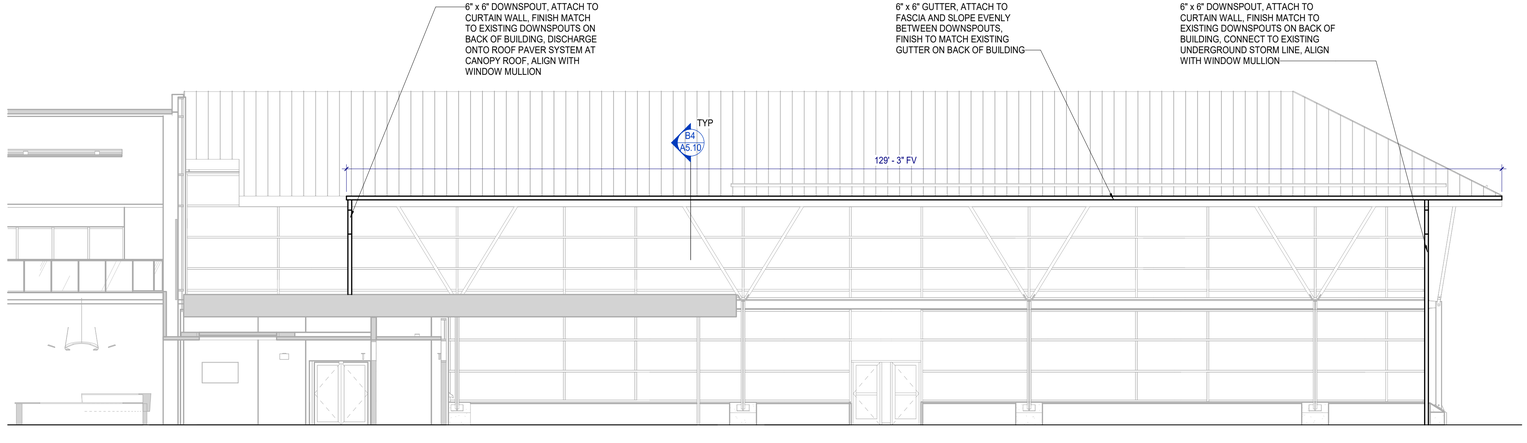
B4 DETAIL SECTION - GUTTER
SCALE: 1/4" = 1'-0"



B1 ENTRY - SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



A5 ENTRY - EAST ELEVATION
SCALE: 1/8" = 1'-0"



A1 ENTRY - WEST ELEVATION
SCALE: 1/8" = 1'-0"

Architect
INCITE DESIGN STUDIO
7200 WEST 75TH STREET
OVERLAND PARK, KS 66204
913.381.4437

Licensed Architect
DUANE CASH

License
KS #7083

CENTER FOR ACADEMIC ACHIEVEMENT IMPROVEMENTS

8200 W 71ST STREET
OVERLAND PARK, KS 66204

Project Phase
CONSTRUCTION DOCUMENTS

Project Number
24-309

Issue Date
04/26/2024

Revision No.	Description	Date Issued

Area Plan

Sheet Name
EXTERIOR ELEVATIONS AND DETAILS

Sheet Number
A5.10

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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 Roof Improvement Project - CAA**, 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, to provide any applicable statutory payment bonds to the State of Kansas, 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: _____

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 day of in the year
(In words, indicate day, month and year.)

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

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

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

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

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

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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 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, 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 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.

§ 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:

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§ 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 be ($), 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

§ 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.)

§ 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:

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§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the 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 ( ) 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.

§ 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.)

§ 5.1.7.1.1 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

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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.

§ 5.2 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

.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.

§ 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:

§ 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, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 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.

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.

§ 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:

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

§ 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.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

§ 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 a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, 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:

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

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

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

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.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.)

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:
(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.)

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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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 11:00:28 CST on 11/21/2024.

Changes to original AIA text

There are no edits to the original text

Variable Information

There are no variables which have been provided

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ATTACHMENT D – Form DA-146a

CONTRACTUAL PROVISIONS ATTACHMENT
Shawnee Mission School District

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 SMSD-146a, Rev. 01-23), 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 Johnson County, Kansas.

3. **Termination Due To Lack Of Funding Appropriation**: If sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, Shawnee Mission School District (SMSD) may terminate this agreement at the end of its current fiscal year. SMSD agrees to give written notice of termination to contractor at least thirty (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 ninety (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 SMSD under the contract. SMSD 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 SMSD, title to any such equipment shall revert to contractor at the end of SMSD's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to SMSD 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 SMSD to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas and SMSD 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 Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (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 agreement may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by SMSD or the Kansas Department of Administration.

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, including, but not limited to the signature of an authorized representative of SMSD, as defined in SMSD policy.

7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or SMSD have agreed to binding arbitration, or the payment of damages or penalties. Further, the

State of Kansas and SMSD 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 SMSD 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 SMSD 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 SMSD 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 it 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 State of Kansas 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 and SMSD 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 SMSD or 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.

14. **Privacy of Student Records.** The contractor understands that SMSD is subject to the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) (FERPA) and agrees to handle any student education records it receives pursuant to the contract in a manner that enables SMSD to be compliant with FERPA and its regulations. The contractor agrees to protect the privacy of student data and educational records in a commercially reasonable manner and shall not transmit, share, or disclose any

data about a student without the parent's/guardian's written consent, except to other SMSD officials who seek the information within the context of their professionally assigned responsibilities and used within the context of official SMSD business. Contractor shall promptly report to SMSD any request for or improper disclosure of SMSD's student educational records.

15. **Confidentiality**. As a state agency, SMSD contracts are generally public records. Accordingly, no provision of this contract shall restrict SMSD's ability to produce this contract and/or any corresponding documents in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215 *et seq*.).