

PROJECT MANUAL

Volume 1 of 2

April 23, 2013
Contract Documents

HILLTOP CAMPUS RENOVATION

ECC-1101

Hilltop Campus
7700 W 143rd STREET
OVERLAND PARK, KS 66223



PGAV Architects
1900 W 47th Place Suite 100
Westwood, KS 66205
913-362-6500

Blue Valley School District USD #229
P.O. Box 23901
Overland Park, KS 66283-0901
913-239-4000

**00 0005
TITLE PAGE**

PROJECT
HILLTOP CAMPUS RENOVATION
7700 W 143rd STREET
OVERLAND PARK, KS 66223

March 15, 2013 (Rev 1, March 15, 2013 (Rev 1, April 23, 2013
Contract Documents

OWNER

Blue Valley USD #229
PO Box 23901
Overland Park, Kansas 66283
(913) 239-4000
FAX: (913) 681-4086

ARCHITECT

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Westwood, KS 66205
913-362-6500
www.pgavkc.com

CIVIL ENGINEER

Olsson Associates
7301 West 133rd Street, Suite 200
Overland Park, Kansas 66213
913-829-0078

STRUCTURAL ENGINEER

Walter P Moore and Associates, Inc.
920 Main Street, Tenth Floor
Kansas City MO 64105
816-701-2100
www.walterpmoore.com

**MECHANICAL / ELECTRICAL / PLUMBING
ENGINEERS**

Henderson Engineers Inc.
8345 Lenexa Drive, Suite 300
Lenexa, KS 66214
913-742-5000
www.hei-eng.com

A/V & ACOUSTICAL CONSULTANT

Collectivetech/ADG
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Lenexa, KS 66214
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**SECTION 00 0007
DISCLAIMERS OF RESPONSIBILITY**

ARCHITECT'S DISCLAIMER OF RESPONSIBILITY

I, Stephen L. Troester, hereby specify that the documents intended to be authenticated by my seal are limited to:

SPECIFICATIONS:

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02 4119 SELECTIVE STRUCTURE DEMOLITION

DIVISION 04 - MASONRY

04 2200 CONCRETE UNIT MASONRY
04 7200 CAST STONE MASONRY

DIVISION 05 - METALS

05 4000 COLD-FORMED METAL FRAMING
05 5000 METAL FABRICATIONS
05 5100 METAL STAIRS
05 5213 PIPE AND TUBE RAILINGS
05 7300 DECORATIVE METAL RAILINGS
05 7000 DECORATIVE METALS

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

06 1053 MISCELLANEOUS ROUGH CARPENTRY
06 1053R MISC. ROUGH CARPENTRY - ROOFING
06 1600 SHEATHING
06 4100 ARCHITECTURAL WOOD CASEWORK

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

07 0150.62 REPAIR OF EXISTING ROOF SYSTEMS
07 1326 SELF-ADHERING SHEET WATERPROOFING
07 1900 WATER REPELLENTS
07 2116R BATT INSULATION - ROOFING
07 2100 THERMAL INSULATION
07 2216R ROOF BOARD INSULATION
07 2419 WATER-DRAINAGE EXTERIOR INSULATION AND FINISH SYSTEM (EIFS)
07 2726 FLUID-APPLIED MEMBRANE AIR BARRIERS

07 4113.16 STANDING-SEAM METAL ROOF PANELS
07 4213.53 METAL SOFFIT PANELS
07 4456 FIBER CEMENT PANELS
07 5419.02R ADHERED PVC THERMOPLASTIC MEMBRANE ROOFING
07 6200 SHEET METAL FLASHING AND TRIM
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07 8100 APPLIED FIREPROOFING
07 8413 PENETRATION FIRESTOPPING
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07 9200 JOINT SEALANTS

07 9500 EXPANSION CONTROL

**SECTION 00 0007
DISCLAIMERS OF RESPONSIBILITY**

DIVISION 08 - OPENINGS

08 1113	HOLLOW METAL DOORS AND FRAMES
08 1200	ALUMINUM FLUSH DOORS AND FRAMES
08 1416	FLUSH WOOD DOORS
08 3113	ACCESS DOORS AND FRAMES
08 4113	ALUMINUM FRAMED ENTRANCES AND STOREFRONTS
08 5113	ALUMINUM STOREFRONT WINDOWS
08 5655	IMPACT AND WIND RESISTANT WINDOWS
08 7100	DOOR HARDWARE
08 8000	GLAZING

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09 2900	GYPSUM BOARD
09 3000	TILING
09 5113	ACOUSTICAL PANEL CEILINGS
09 6513	RESILIENT BASE AND ACCESSORIES
09 6516	RESILIENT SHEET FLOORING
09 6519	RESILIENT TILE FLOORING
09 6723	RESINOUS FLOORING
09 6813	TILE CARPETING
09 8433	SOUND-ABSORBING WALL UNITS
09 113	EXTERIOR PAINTING
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09 9600	HIGH PERFORMANCE COATINGS

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10 1100	VISUAL DISPLAY SURFACES
10 1300	
10 1419	DIMENSIONAL LETTER SIGNAGE
10 1423	PANEL SIGNAGE
10 1426	POST AND PANEL/PYLON SIGNAGE
10 2113	TOILET COMPARTMENTS
10 2238	OPERABLE PANEL PARTITIONS
10 2600	WALL AND DOOR PROTECTION
10 2800	TOILET, BATH, AND LAUNDRY ACCESSORIES
10 4413	FIRE PROTECTION CABINETS
10 4416	FIRE EXTINGUISHERS
10 7500	FLAGPOLES

DIVISION 11 - EQUIPMENT

11 3100	APPLIANCES
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DIVISION 12 - FURNISHINGS

12 2413	ROLLER WINDOW SHADES
12 3216	MANUFACTURED PLASTIC LAMINATE FACED CASEWORK
12 3661	SIMULATED STONE COUNTERTOP
12 3623.13	PLASTIC LAMINATE COUNTERTOPS

**SECTION 00 0007
DISCLAIMERS OF RESPONSIBILITY**

DIVISION 14 - CONVEYING EQUIPMENT

14 2100 ELECTRIC TRACTION ELEVATORS

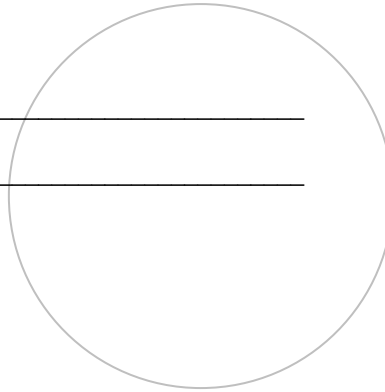
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31 3116 Termite Control

and I hereby disclaim any responsibility for all other drawings, specifications, estimates, reports, or other documents or instruments relating to or intended to be used for any part or parts of the Hilltop Campus Renovation Project.

SIGNATURE:

DATE:



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05 3123	STEEL ROOF DECKING
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12 3623.13 PLASTIC LAMINATE COUNTERTOPS
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DIVISION 14 - CONVEYING EQUIPMENT

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END OF SECTION 00 0010

**SECTION 00 0015
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1.01 DESCRIPTION

- A. The Work shall conform to the Drawings entitled Hilltop Campus Renovation 7700 W 143rd STREET OVERLAND PARK, KS 66223 dated *March 15, 2013 (Rev 1, March 15, 2013 (Rev 1, April 23, 2013* as listed hereafter as part of the Contract Documents, except property survey drawings which are included for Bidder's information.

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PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

End of Section 00 0015

**SECTION 00 1000
INVITATION TO BID**

PROJECT

Hilltop Campus Renovation
7700 W 143rd STREET
OVERLAND PARK, KS 66223

OWNER

Blue Valley Unified School District No. 229
P.O. Box 23901
Overland Park, KS 66283

ARCHITECT

PGAV Architects
1900 W 47th Place Suite 100
Westwood, KS 66205
913-362-6500

PROJECT SCOPE

Renovation and Addition

PROJECT DESCRIPTION

Approximate area of building:

BUILDING 1: 51,920 s.f.

BUILDING 2:

1ST FLOOR 44,660 s.f.

2ND FLOOR 32,580 s.f.

Estimated Construction Cost (base bid): **\$15,000,000.00**

PRE-BID CONFERENCE

Date: **May 13, 2013**

Time: **2:00 pm**

Place: **Hilltop Campus - East Entrance**

7700 W 143rd STREET
OVERLAND PARK, KS 66223

Pre Bid Meeting is Mandatory

BID RECEIVING

Date: **May 28, 2013**

Time: **10:00 am**

Place: **Blue Valley Support Service Center, Bison Room**

**14950 Metcalf
Overland Park, KS 66223**

PREVIOUSLY BID WORK: TEMPERATURE CONTROLS CONTRACTOR

The bid for Temperature Controls has been opened separately from that of the General Contract.

The Temperature Controls Contractor will work alongside the General Contractor and will be subject to the General Contractors schedule and any adjustments thereto.

The successful bidder for Temperature Controls is Building Controls & integration, Inc. (913) 884-8137

BIDDING DOCUMENTS

Full sets of drawings and specifications will be available on or after **April 25, 2013** from Drexel Technologies, 10840 W. 86th Street, Lenexa, KS. 66214 or email address: info@drexeltech.com.

Plans may also be viewed for free online at: planroom.drexeltech.com/

Only full sets of documents will be issued.

**SECTION 00 1000
INVITATION TO BID**

General Contractors will be issued up to three (3) sets upon deposit of **\$500.00 for** each set. (Refundable deposit).

Only the following subcontract bidders will be issued One (1) full set of documents upon refundable deposit of **\$500.00**: Masonry; Excavation; Concrete; Plumbing; Heating, Ventilating, Air Conditioning, and Electrical.

Bidders may, at their own expense, purchase initial or additional full sets of Bidding Documents directly from Drexel Technologies. Cost for paper copies will be **\$314.29**, inclusive of tax. Sets will be available for download or for purchase on CD for **\$81.68** inclusive of tax. Purchased sets are payable directly to Drexel Technologies (Purchased items are non-refundable.)

All those receiving documents (whether paid at own expense or by paying a deposit) are required to register with Drexel Technologies in order to receive addenda documents.

Bidders who wish to receive their set(s) of bid documents as soon as they are available should contact Drexel Technologies, 10840 W. 86th Street, Lenexa, KS. 66214 or *email address: info@drexeltech.com* to reserve their set(s) and to make arrangements to mail or deliver their deposit check. Make all deposit checks out to 'Blue Valley School District'.

Shipping and handling fees may be applicable. If so, a payment separate from the refundable deposit will be required. These fees vary by type of service used, weight of packaging, due time, etc. Please call Drexel for a quote.

All deposit checks must be in Drexel's possession for the set of plans to be distributed; a faxed copy will not be accepted.

Please send the check along with a company letterhead clearly stating the company's name, shipping address, telephone number, email, and contact name when requesting the project. Addendum notification cannot be guaranteed if Drexel is not given the correct contact information.

Full deposit for sets of documents will be refunded providing:

- 1) Depositor submits a bid and returns documents in good condition within 2 weeks after bids are received.
- 2) Depositor, on determining not to bid, returns documents in good condition at least 7 days prior to time set for receiving bids.

Good condition is defined as complete with all sheets and specifications unmarked.

- 1) Sets not in good condition will have the following amounts deducted from the deposit return.
- 2) Sets not in good condition will not be refunded.

BID SECURITY AND BONDS

Bid Security and bonds will be required in accordance with "Instruction to Bidders".

Subcontractor performance bond and payment bond in accordance with "Instruction to Bidders" will be required from the firms providing the scopes of Work listed in Section 00 61 13, "Bonds".

NONDISCRIMINATION POLICY

The Blue Valley School District is an equal opportunity, affirmative-action employer, and shall not discriminate on the basis of sex, age, race, color, creed, religion, national or ethnic origin, or disability. Harassment on the basis of sex, age, race, color, creed, religion, national origin, ethnic origin, or disability is also prohibited. Bidders may view this policy at the office of the Owner.

End of Section 00 1000

**SECTION 00 2000
INSTRUCTIONS TO BIDDERS**

PART 1 – GENERAL

1.01 APPLICABLE DOCUMENTS

- A. The American Institute of Architects Document A701-1997, "Instructions to Bidders". 1997 Edition, as amended by Document 00 2100, "Supplementary Instructions to Bidders" both as provided by Blue Valley School District are bound herein and are part of the Bidding Requirements.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

End of Section 00 2000

AIA® Document A701™ – 1997

Instructions to Bidders

for the following PROJECT:

(Name and location or address):

THE OWNER:

(Name and address):

THE ARCHITECT:

(Name and address):

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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.

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 COPIES

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

§ 3.1.2 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.

§ 3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

§ 3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

§ 3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

§ 3.3 SUBSTITUTIONS

§ 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

§ 3.3.4 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 ADDENDA

§ 3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 PREPARATION OF BIDS

§ 4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

§ 4.2 BID SECURITY

§ 4.2.1 Each Bid shall be accompanied by a bid security in the form and amount required if so stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Section 6.2.

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

§ 4.3 SUBMISSION OF BIDS

§ 4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

§ 4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 OPENING OF BIDS

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

§ 5.2 REJECTION OF BIDS

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

§ 5.3 ACCEPTANCE OF BID (AWARD)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 CONTRACTOR'S QUALIFICATION STATEMENT

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

§ 6.2 OWNER'S FINANCIAL CAPABILITY

The Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 SUBMITTALS

§ 6.3.1 The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 BOND REQUIREMENTS

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

§ 7.2 TIME OF DELIVERY AND FORM OF BONDS

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

**SECTION 00 2100
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

PART 1 – GENERAL

1.01 DESCRIPTION

1. The American Institute of Architects Document A701-1997, "Instructions to Bidders". 1997 Edition, are part of the Bidding Requirements " as provided by Blue Valley School District are bound herein. This document is part of the Bidding Requirements, as amended by Section 00 2100, Supplementary Instructions to Bidders. The following supplements modify, change, delete from, or add to Section 00 2000, instructions to Bidders (AIA Document A701-1997). Where any Article, Paragraph, Subparagraph, or Clause is modified, changed or deleted by this Document, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

1.02 SUPPLEMENTARY INSTRUCTIONS

A. ARTICLE 1 - DEFINITIONS

1. Delete Paragraph 1.9 in its entirety and substitute the following.
 - 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work, and who meets the requirements set forth in the Bidding Documents.

B. ARTICLE 2 – BIDDER'S REPRESENTATIONS

1. Add the following subparagraph to Paragraph 2.1.
 - 1.10 The Bidder will not later request and will not expect to receive additional payment for Work related to conditions which can be determined by examination of the Site, the Bidding Documents, or the Contract Documents.

C. ARTICLE 3 - BIDDING DOCUMENTS

1. Delete the second, third, and fourth sentences of subparagraph 3.1.1 beginning with the words "The deposit will".
2. Add the following to Paragraph 3.1
 - 3.1.5 Each Specification section page is numbered consecutively. The last page of each section contains the words "End of Section ". Each Proposer and/or Subbidder shall be responsible for determining whether each Section is complete, and if not, shall immediately notify the issuing party of any missing pages or Sections. The issuing party assumes no responsibility for omissions, errors, or misinterpretations resulting from the use of incomplete sets of documents.
3. Add the following subparagraphs to Paragraph 3.3.
 - 3.3.2.1 All requests for substitution shall be submitted on "Section 00 2200 – Request For Substitution Form," with all required attachments.
 - 3.3.5 Refer to Section 01 2500 Substitution Procedures for additional requirements.
 - 3.3.6 Request for substitution other than as qualified by the Bidding documents will not be considered.
4. Delete Subparagraph 3.4.3.
5. Add the following paragraph and subparagraph to Article 3.
 - 3.5 TAXES
 - 3.5.1 In accordance with K.S.A. 1993 Supp.79-3603b(d), and amendments thereto, certain purchases by the Contractor of tangible personal property and materials incorporated or consumed in the construction of the Work are exempt from certain sales taxes. Refer to Project Manual Section 00 7000 and Project Manual Section 01 2900 for additional requirements. The Bidder will be responsible for obtaining the tax exemption for any materials or equipment purchased under this Contract.

D. ARTICLE 4 – BIDDING PROCEDURES

1. Delete Subparagraph 4.1.1 and substitute the following.
 - 4.1.1 Bids shall be submitted in duplicate, each fully executed and signed, on forms identical to the forms included with the Bidding Documents without modification, alteration,. Or reservation. Bids not on this form will be rejected.
2. Delete Subparagraph 4.1.5 and substitute the following.
 - 4.1.5 All requested Alternates and Unit Prices shall be bid. If no change in the Base Bid is required for Alternates, enter "No Change.
3. Delete the last sentence Paragraph 4.2.1 beginning with "The amount of bid security..."
4. Add the following subparagraph to Paragraph 4.2..
 - 4.2.4 Each Bid shall be accompanied by a Bid Bond, acceptance to, and payable without condition to Blue Valley Unified School District No. 229, 15020 Metcalf Avenue, Overland Park, Kansas 66283, in an amount equal to 5 percent of Bidder's Bid, including additive alternates. Refer to Section 00 4350 for applicable Bid Bond forms.
5. Add the following paragraph and subparagraphs to Article 4.

**SECTION 00 2100
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

4.5 BIDDERS QUALIFICATIONS

4.5.1 Each Bidder shall submit with each copy of their Bids, completed copy of Document 004550. Bidder's Qualifications Form.

4.5.2 The Owner shall have the right to take such steps as the Owner may deem necessary to determine the ability of the Bidder shall furnish to the Owner such additional information which the Owner may request.

E. ARTICLE 5 – CONSIDERATION OF BIDS

1. Add the following subparagraphs to Paragraph 5.3

5.3.3 In awarding the Contract, the Owner may take into consideration the Bidder's skill, facilities, capacity, experience, responsibility, previous work record financial standing, the necessity of prompt and efficient completion of Work description the Bidding Documents, or other factors the Owner considers relevant. Inability of bidder to meet these conditions may be cause for rejection of the Bid.

5.3.4 Consideration of Unit Prices: Unit Prices when required as a part of a Proposal, may be considered in a Contract award. Unit Prices shall include the amount required for Profit and Overhead. Any quantities shown or specified are approximate. Each Proposer shall be responsible for the estimate of quantities used in submitting Unit Prices.

5.3.5 In accordance with K.S.A. 75-3740a, and amendments thereto, and to the extent permitted by federal law and regulations, whenever the Owner lets bids for contracts for the erection, construction, alteration, or repair of any public building or structure or any addition thereto or for any public work or improvement, the Contractor domiciled outside the State of Kansas to be successful, shall submit a Bid the same percent less than the lowest bid submitted by a responsible Kansas contractor to succeed over the bidding contractor domiciled outside Kansas on a like contract let in such contractor's domiciliary state.

.1 Bidders whose domicile is located outside the State of Kansas shall submit with each copy of their Bid, a copy of their domicile state's preferential bidding statutes, if any, and the applicable percent received by in-state bidders from the bidder's domicile state.

5.3.6 Owner shall have the right to award the Contract within 60 days immediately following the date of receipt of Bids.

5.3.7 Bidder to whom Contract is awarded shall execute the Agreement with the Owner within 10 days after receipt of Agreement form.

F. ARTICLE 6 – POST-BID INFORMATION

1. Delete Paragraph 6.2 in its entirety.

2. Add the following clause to subparagraph 6.3.1.

.4 A list of all identified Sub-bidders required to provide bonds, including their legal names, addresses, point of contact, defined scopes, subcontract value, and who their surety is; and.

.5 Refer to Section 01 3300 for additional requirements.

3. Add the following subparagraphs to Paragraph 6.3.

6.3.5 Prior to execution of the Agreement with the Owner, the Contractor shall submit to the Architect and the Owner, the following information for each chemical product to be offered, sold, transferred, handled, or proposed for use in the Work.

.1 Material Safety Data Sheet (MSDS) containing the information and data required by the Occupational Safety and Health Administration (OSHA) Hazard Communication Standard 29 CFR 1910.1200.

.2 Product data sheets and product technical specifications.

6.3.6 In accordance with K.S.A. 16-113, if the Bidder who is awarded a contract, is a Contractor who is a nonresident individual, partnership, or unincorporated association of the State of Kansas, such Bidder/Contractor shall appoint an agent who is a resident of the county where the Work is to be performed, and who may receive process in any civil action arising for the Work.

.1 The appointment form shall be prepared by the Bidder/Contractor and modeled after the State of Kansas forms issued by the Division of Purchases, and shall be in a form acceptable to the Owner

.2 The Bidder/Contractor shall execute and file the appointment form with the Clerk of the District Court in the county where the Work is to be performed, with a receipt therefore submitted to the Engineer.

G. ARTICLE 7 – PERFORMANCE BOND AND THE PAYMENT BOND

1. Add the following clause to Subparagraph 7.1.1.

.1 Refer to Section 00 6100 for additional requirements.

2. Add the following Subparagraph 7.1.4.

**SECTION 00 2100
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

7.1.4 The Bidder shall secure individual Subcontractor bonds for the entire subcontract value from the required Sub-Bidders including listing the Owner as an "Additional Dual Obligee" on all of the Subcontractor bonds.

3.. Delete the first sentence of Subparagraph 7.2.1 and substitute the following.

The Bidder shall deliver the required bonds to the Owner not later than the date of execution of the Contract. Identified Sub-bidders shall be required to provide bonds to the successful Bidder (Contractor). The successful Bidder shall deliver required Sub-bidders' bonds to Owner not later than the date of execution of the Subcontract and prior to the identified Sub-bidders' commencing any Work,

H. ARTICLE 8 - FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR...

1. Add the following sentence to Article 8.

Refer to Section 00 5200 for Agreement form and Section 00 5200 and 00 5300 for modifications to agreement Form.

PART - 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

End of Section 00 2100

**SECTION 00 2200
REQUEST FOR SUBSTITUTION FORM**

The Architect reserves the right to reject this request due to any inconsistencies, errors, omissions, or unsubstantiated claims. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

Upon installation, any product or system that is found to be incompatible with Owner's existing systems or protocols shall be removed and replaced with compatible products or systems at no additional cost to the Owner.

(Submit 2 copies)

Use separate form for each submittal. Any questions that do not apply should be filled in with "N/A".

Project Name: _____

BVSD Project No.: _____

Date: _____

To:

From: (Name and Address of Applicant)

Architect's Name _____

Address _____

City _____

Phone # _____

Check the one that applies:

☐ General Contractor

☐ Subcontractor

☐ Supplier

If applicant is subcontractor or supplier, list General Contractors you are bidding to:

- | | |
|----------|-----------|
| 1. _____ | 6. _____ |
| 2. _____ | 7. _____ |
| 3. _____ | 8. _____ |
| 4. _____ | 9. _____ |
| 5. _____ | 10. _____ |

I/We hereby request approval of the following product or system as an "approved substitution" (name and description of specified product or system):

SPECIFICATION SECTION NO. _____, PAGE(s) _____,
PARAGRAPH(s) _____

DRAWING Number(s) _____, DETAIL OR SECTION
Number(s) _____

SPECIFIED PRODUCT		SUBSTITUTION / ALTERNATE	
Product Characteristics:		Product Characteristics:	
Material:		Material:	
Flammability:		Flammability:	
Smoke Density		Smoke Density	
Fuel Contributed		Fuel Contributed	
Flame Spread		Flame Spread	
Moisture Absorption		Moisture Absorption	
Elasticity		Elasticity	
Water Resistance		Water Resistance	
SPECIFIED PRODUCT		SUBSTITUTION / ALTERNATE	
Substrate Compatibility:		Substrate Compatibility:	
Installation On:		Installation On:	
Concrete		Concrete	
Steel Frame		Steel Frame	
Wood Studs		Wood Studs	
Drywall		Drywall	
List others, as applicable		List others, as applicable	
Test Reports:		Test Reports:	
Is exact condition covered?		Is exact condition covered?	
Rated Assembly?		Rated Assembly?	
Restrictions:		Restrictions:	
Substrate:		Substrate:	
Floor		Floor	
Roof		Roof	
Wall (non-rated)		Wall (non-rated)	
Wall (rated)		Wall (rated)	
Structure:		Structure:	
Wood		Wood	
Concrete		Concrete	
Curtain Wall		Curtain Wall	
Other:		Other:	
Environmental Restrictions:		Environmental Restrictions:	
Outside Air Temperature		Outside Air Temperature	
Inside Air Temperature		Inside Air Temperature	
Relative Humidity		Relative Humidity	
Wind Load		Wind Load	
Snow Load		Snow Load	
Equipment Loads		Equipment Loads	
Moisture Tests Req'd?		Moisture Tests Req'd?	
Guarantee:		Guarantee:	
Availability:		Availability:	
Costs:		Costs:	

REASON FOR NOT GIVING PRIORITY TO SPECIFIED ITEMS:

SUBSTITUTION AFFECTS OTHER MATERIALS OR SYSTEMS:

☐ YES (IF YES, ATTACH COMPLETE DATA) ☐ NO

SUBSTITUTION REQUIRES DIMENSIONAL REVISION OR REDESIGN OF STRUCTURE OR MEP WORK:

☐ YES (IF YES, ATTACH COMPLETE DATA) ☐ NO

SAVINGS OR CREDIT TO OWNER FOR ACCEPTING SUBSTITUTE:

\$ _____

THE ATTACHED DATA IS FURNISHED HERewith TO SUPPORT EVALUATION OF SUBSTITUTE:

☐ CATALOG ☐ DWGS ☐ SAMPLES ☐ TESTS

☐ REPORTS ☐ OTHER (LIST TYPE)

THE UNDERSIGNED HEREBY CERTIFIES THAT THE SUBSTITUTION HAS BEEN FULLY CHECKED AND COORDINATED WITH THE CONTRACT DOCUMENTS.

FIRM NAME _____ BY _____

ADDRESS _____

PHONE _____ FAX _____

LEAVE BLANK; TO BE COMPLETED BY ARCHITECT:

SUBSTITUTION APPROVED: ☐ YES ☐ NO

APPROVED WITH RESTRICTIONS:

1.

2. _____

REMARKS: _____

**SECTION 00 3000
INFORMATION AVAILABLE TO BIDDERS**

The Owner has paid for a report ***First Family Church Property Inspection Report dated November 9, 2011.*** These documents are for reference only and are not part of the Contract Documents. Bidders may view at ***Blue Valley Support Service Center 14950 Metcalf Overland Park, KS 66223***

The Owner has paid for a Geotechnical Report entitled **Report Of Geotechnical Exploration: Blue Valley Early Childhood Center School Addition, Overland Park, Kansas** which is dated July, 20, 2012 and an addendum letter dated July 26, 2012. This information is included for reference and is bound herein however is not part of the Contract Documents.

The Owner possesses plans for the existing buildings which are entitled: **“A New Sanctuary For First Family Church” and “First Family Church Children’s Education Building”**. These plans are for reference only and are not part of the Contract Documents. Bidders may view them at the office of the Owner – Blue Valley Service Center, Planning and Facilities Department, east entrance, 7500 West 149th Terrace, Overland Park, Kansas. Should bidders choose to review this information, they are reminded that the Owner assumes no responsibility for the sufficiency or accuracy of information contained therein, and there is no warranty or guarantee that the blueprints represent current conditions or that different conditions from those indicated may exist.

A current copy of the Owner’s “Board of Education Policies” may be viewed at the office of the Owner’s Representative. Complete copies are available upon request for the cost of reproduction.

End of Section 00 3000