



JOHNSON COUNTY
PARK & RECREATION
DISTRICT

Project Name

THE THEATER IN THE PARK PAVILION IMPROVEMENTS

Project Location

SHAWNEE MISSION PARK, 7710 RENNER ROAD, SHAWNEE,
KANSAS 66217

Project Type

NEW LARGE EVENTS SHELTER AND RESTROOM

Contract Documents

Bid Request # 2009-09-15-ASV-01

Bid Opening September 15, 2009; 2:00 PM

Pre Bid Meeting

There will not be a pre bid meeting for this project.

Johnson County Park and Recreation District Board of Commissioners

Gary K. Montague, Chair

Steve Baru

Anthony L. Adams

William Flohrs

George J. Schlagel

Nancy Wallerstein

Dr. Marvin E. Wollen

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INVITATION FOR BID

JOHNSON COUNTY PARK AND RECREATION DISTRICT

Sealed bids will be received by the Planning & Development Department for the Johnson County Park and Recreation District (the "District") at the JCPRD Administration Building located at 7904 Renner Road, Shawnee Mission, Kansas, 66219 until **2:00** on **Tuesday September 15, 2009** for the following items:

1. THE THEATER IN THE PARK PAVILION IMPROVEMENTS

The Board of Commissioners of the District reserves the right to award the contract to the lowest and best responsive and responsible bidder for the work covered by the bid, to reject any and all bids, and to waive irregularities and formalities in any bid submitted. No bid may be withdrawn within a period of sixty (60) days from the date of the bid opening. All bids shall be delivered to the JCPRD Administration Building for review and submission to such Board of Commissioners on standard proposal forms furnished by the District.

Plans and specifications are available for inspection at the District's Planning & Development Office, 7904 Renner Road, Shawnee Mission, Kansas 66219, 8:30 AM – 5:00 PM Monday through Friday. Copies of the plans and specifications may be obtained from Drexel Technologies, Inc., 10840 W 86th Street, Lenexa, KS 66214, upon payment of **\$35.00**. The payment will not be refunded. Contact Drexel Technologies at 913-371-4430, or online at www.drexeltech.com to order plans.

Bidders shall file with their bid a bid surety in the amount of not less than five percent (5%) of the total amount of their bid. Such bid surety shall be made payable to the Johnson County Park and Recreation District.

Bids will be opened and publicly read in the JCPRD Administration Building Boardroom at the time and date set forth to receive bids. Bids will then be delivered to the Board of Commissioners of the District for bid award determination at a public meeting of such Board to be held within 30 days following such bid opening.

JOHNSON COUNTY PARK AND RECREATION DISTRICT
BOARD OF COMMISSIONERS, GARY K. MONTAGUE, CHAIR

INSTRUCTIONS AND CONDITIONS GOVERNING BIDDING

The following instructions listed on this and subsequent pages shall govern and prevail in regard to the submission, consideration and award of this bid. Bidders are expected to check for and take note of any supplemental instructions to bidders which follow that may modify these instructions.

1. DEFINITIONS

- a) "Addenda" means the written or graphic instruments issued by the District prior to the opening of the Bids which modify or interpret the Bid Documents or Contract Documents" by additions, deletions, clarifications or corrections.
- b) "Agreement" means the written contract executed by the District and the Successful Bidder pursuant to the Bid and Bid Documents.
- c) "Bid" means the offer or proposal of the Bidder submitted on the prescribed Bid Form setting forth the prices for the Work in response to the Invitation for Bid and other Bid Documents.
- d) "Bidder" means the person, firm or corporation who submits a Bid for the work, labor, materials, supplies or equipment described in the proposed Bid and Contract Documents.
- e) "Bid Documents" mean and include the Invitation for Bid, Instructions and Conditions Governing Bidding and information and documentation required thereby, the Bid Form, Bid Surety, the General Conditions, Supplemental Conditions, Drawings, Specifications and all Addenda and modifications issued prior to the opening of Bids.
- f) "Bid Form" means the form prescribed by the District for submission of a Bid for the Work.
- g) "Bid Surety" means a bid bond or other form of indemnification required by the District and furnished by the Bidder which indemnifies the District against a Successful Bidder's failure to execute the Agreement and proceed with performance of the Work.
- h) "Bonds" mean and include the Bid Surety, Performance, Payment, Statutory and Maintenance Bonds and other bonds or instruments of surety required by the Contract Documents.
- i) "Contract Documents" mean and include the written Agreement between the Owner and Contractor, incorporating the General Conditions, Supplemental Conditions, Drawings, Specifications, Addenda, Bid and all Bid Documents, Bonds and Insurance, and any change order or other modifications to the Agreement after the execution of the Agreement.
- j) "Contractor" means the person, firm or corporation who enters into the Agreement with the District.
- k) "District" means the Johnson County Park and Recreation District, a Special Park District in the state of Kansas.
- l) "General Conditions" means the AIA Document A201-1997 (General Conditions of the Contract for Construction).
- m) "Insurance" means all of the insurance required of the Successful Bidder under the General Conditions and the Supplemental Conditions.
- n) "Invitation for Bid" means a solicitation of a formal sealed bid.
- o) "Johnson County Park and Recreation District", or "Johnson County Park and Recreation District Board of Commissioners", or "JCPRD", means the Johnson County Park and Recreation District, a Special Park District in the state of Kansas.

- p) “Notice of Award” means the written notice issued by the Owner’s Representative to the Successful Bidder that the District has accepted the Successful Bidder’s Bid as set forth in such written notice.
- q) “Notice to Proceed” means a written notice issued by the Owner’s Representative to the Contractor fixing the date on which the Contractor shall start to perform its obligations under the Contract Documents.
- r) “Owner” means the Johnson County Park and Recreation District, a Special Park District in the state of Kansas.
- s) “Owner’s Representative” means, unless noted otherwise in the Contract Documents, the District’s Planning and Development Department staff member in charge of procurement for this Project, provided that for Projects in which the District Landscape Architect is in charge of procurement for the Project and is also serving as the primary designer, “Owner’s Representative” shall mean an alternate Planning and Development Department staff member.
- t) “Project” means the total construction of the Work performed under the Contract Documents.
- u) “Subcontractor” means the person, firm or corporation having a direct contract with the Contractor or any other subcontractor for the performance of a portion of the Work at the site.
- v) “Successful Bidder” means the person, firm or corporation who is selected for award of a contract with the District.
- w) “Supplemental Conditions” means the District’s amendments or supplements to the General Conditions.
- x) “Work” means and comprises the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents and include all labor necessary to produce such construction, and all materials, supplies and equipment incorporated or to be incorporated in such construction.

2. PREPARATION OF BIDS

- a) **BID PROPOSAL:** A Bid proposal is to be completed, signed, and returned on or before the date and time set for closing of bids. Bids are to be submitted only on the enclosed Bid Form and must be filled out completely. All information supplied must be legible. Any and all corrections, erasures or other changes must be signed or initialed by the Bidder in ink. The District reserves the right to reject bids with incomplete information or which are presented in a different form.
- b) Conditional Bids will be considered non-responsive and will be rejected. If alterations or changes are made to the printed Bid proposal form, or if unrequested alternatives are written in, the Bid will be considered as non-responsive and will not be considered for award of a contract. Unless otherwise provided, alternate bids will not be considered.
- c) **SIGNATURE ON BIDS:** Each Bid must show in the space provided the complete business or mailing address of the bidder and must be signed by this person with their usual signature. Bidder shall sign each bid sheet on which he or she makes an entry. Bids submitted by partnerships must be signed by the managing general partner or a duly authorized general partner followed by the title of the person signing. Bids submitted by limited liability companies must be signed by the managing general member or a duly authorized member followed by the title of the person signing. Bids by corporations must reflect the registered name of the corporation, followed by the signature and title of the president, secretary, or other officer or person duly authorized to bind it in the matter. The names of all persons signing should also be typed or printed below the signature.

- d) **UNIT PRICE BIDS:** When the Bid Form indicates unit price bids, the unit price must be extended to indicate the total price for each item bid. In the event of a discrepancy between a unit price and extended price, the unit price will govern.
3. **EXPLANATION TO BIDDERS:** Any explanation desired by a Bidder regarding the meaning or interpretation of the Invitation for Bid, drawings, specifications, or any other portion of the Bidding or Contract Documents must be requested in writing and submitted to Johnson County Park and Recreation District, Planning and Development Department, 7904 Renner Road, Shawnee Mission, KS 66219. Any explanation or interpretation made will be in the form of a written Addendum issued by the District's Planning and Development Department, or other authorized representative, and furnished to all Bidders identified as plan holders of record. Questions received less than five (5) days prior to the date for opening of Bids will not be answered. Signed acknowledgement of receipt of each Addendum must be submitted with the Bid. Oral or other explanations or interpretations given will not be binding.
4. **SUBMISSION OF BIDS**
- a) **MARKING AND DELIVERY BIDS:** Bids must be securely sealed in an envelope, addressed, and marked on the outside "BID" followed by the Bid Request title of the item which the bid pertains to. The name and address of the bidder and the closing date shall appear in the upper left-hand corner. If the Bid is sent through the mail or other delivery system the sealed envelope containing the Bid shall be enclosed in a separately sealed envelope with the Bid Request title of the Bid indicated on the face of it. No Bidder may submit more than one Bid. Bids by telephone, telegraph or electronically will not receive consideration. Bids must be submitted to the Planning and Development Manager at the Park District Administrative Offices, 7904 Renner Road, Shawnee, Kansas 66219
- b) **CLOSING DATE:** Sealed bids will be received until the time and date specified in the Invitation for Bid, at which time they will be opened and publicly read. Bids received after the scheduled closing time will not be considered. Bids that do not carry proper identification may be rejected. No responsibility will be accepted by the District for the premature opening of a bid not properly identified on the outside of the envelope.
5. **MODIFICATION OR WITHDRAWAL OF BIDS:** Bids may be modified or withdrawn in writing and delivered to the place where Bids are to be submitted at any time prior to the time set for opening of Bids. Bids may not be withdrawn or modified following the opening of Bids.
6. **OPENING OF BIDS:** All bids duly received will be publicly opened at the time, date and location specified in the Invitation for Bid. All such Bids and supporting documents shall become public information following the bid opening.
7. **BIDS TO REMAIN OPEN:** Each publicly opened Bid shall remain binding upon the respective Bidder for sixty (60) calendar days following the date of the Bid opening. The District may, in its sole discretion, release any Bid and return the Bid surety prior to that date.
8. **AWARD OR REJECTION OF BIDS:** Award of contract will be made to the lowest and best, responsive and responsible Bidder whose Bid is considered to be the most advantageous to the District. The Johnson County Park and Recreation District Board of Commissioners reserves the right to reject any or all bids and to waive informalities, technical defects, and minor irregularities in bids received, or to accept the Bid or Bids that in its judgment will be the most advantageous to the District. The District cannot accept bids that exceed the District's estimate.
- a) In accordance with K.S.A. 75-3740a and to the extent permitted by federal law and regulation, whenever the District lets bids for contracts for 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.

9. **BID SURETY:** Each Bid must be accompanied by a deposit of not less than five percent (5%) of the total amount of the Bid sum. The deposit shall consist of a certified check, cashier's check, or Bid Bond executed by a surety company authorized to do business in the state of Kansas. The Bid Surety shall be made payable to the Johnson County Park and Recreation District. The Bid Surety shall become the property of the Johnson County Park and Recreation District as liquidated damages and not as a penalty if the Successful Bidder fails to execute a written Agreement with the District and furnish the required Bonds and insurance within thirty (30) days after he has received Notice of Award of their Bid. The Bid Surety of any Bidder whom the District believes to have a reasonable opportunity of receiving the award may be retained by the District until an agreement has been executed by all parties for the proposed Work, or until the sixty-first (61st) calendar day following the Bid opening.
10. **NOTICE TO SUCCESSFUL BIDDER:** The Successful Bidder will be notified by a written Notice of Award as soon as possible after bids have been opened, tabulated, and awarded.
11. **NOTICE TO UNSUCCESSFUL BIDDERS:** Unsuccessful bidders will not be notified. However, information regarding bids will be available five (5) working days after the bid opening. At that time, the results will be available in the District Office.
12. **QUALIFICATIONS OF BIDDERS:** Bidders shall be required to submit with their Bid an executed and notarized Contractor's Qualification Statement, AIA Document A305 or other written evidence satisfactory to the District, such as financial data, previous experience, present commitments and such other data as may be requested by the District to demonstrate the Bidder's qualifications to perform the Work. The Bidder shall submit a minimum of three (3) project references of a similar scope, value, and scale as the Project described in the bid packet. Each reference shall contain the project name, project address, approximate contract value, a description of work performed by the Bidder, the name and title of owner or consultant representative for the project, and contact phone number for the representative. The Bidder shall submit a list of names and addresses of primary Subcontractors and suppliers to be utilized to complete the work.
 - a) The experience, performance and ability of each Subcontractor and supplier who is proposed to perform principal portions of the Work shall be considered in the award of the contract and each Subcontractor or supplier who will perform principal portions of the Work or equipment required to complete the Work may be required to furnish experience and qualification statements prior to award of the Contract
 - b) Submission of a Bid shall constitute a complete waiver and full release by the Bidder and each officer, director, partner and shareholder thereof, of all information requested by the District concerning financial and all other capabilities to do and perform and timely complete the Project called for in the Bid Documents.
13. **COUNTY AND MUNICIPAL REQUIREMENTS:** If required by the District, the Bidder must hold a valid Johnson County Contractor License issued through the Johnson County Contractor Licensing Program for the Work to be performed, and must hold any city license required of the Bidder to perform any Work within such city, and such license(s) shall be obtained by the Bidder and the Bidder shall provide written evidence of the issuance of such current licenses with the Bid and shall maintain such licenses until the Work is completed. The Successful Bidder shall also obtain at its expense all necessary occupational

licenses required by any City and/or authority having jurisdiction, prior to commencing any Work in the applicable jurisdictions.

14. **EXAMINATION OF BID DOCUMENTS AND JOB SITE:** Before submitting a Bid, Bidders shall carefully examine the drawings, read the specifications and all other Bid Documents, and visit the site(s) of the proposed Project. Bidder shall inform themselves prior to bidding as to all existing conditions and limitations under which the Work is to be performed and shall include in their Bid all costs associated with the performance of the Work as set forth in the Bid Documents. By submission of a Bid, the Bidder represents that such examination has been made.
15. **PERMITS:** Any permits for the construction of the Project which are required by any of the legally constituted authorities having jurisdiction over the site of the Work, shall be obtained and paid for by the Contractor. Plan review fees required with building permit application shall be paid for by the contractor.
16. **BONDS:** The Successful Bidder who is awarded a contract will be required to furnish the following Surety Bonds in a form satisfactory to the District:
 - a) **PERFORMANCE BOND:** A Performance Bond in an amount equivalent to one hundred percent (100%) of the awarded contract. Such bonds shall be executed by a surety company authorized to do business in the State of Kansas and requires the appointment of a Kansas Resident Agent.
 - b) **STATUTORY BOND:** A Statutory (Public Works) Bond in an amount equivalent to one hundred percent (100%) of the awarded contract. Such bonds shall be executed by a surety company authorized to do business in the state of Kansas and requires the appointment of a Kansas Resident Agent. The Contractor shall deliver the Statutory Bond to the District. Said Bond shall be filed by the District with the Clerk of the Tenth Judicial District Court, Johnson County Courthouse, in Olathe, Kansas.
 - c) All bonds shall be executed on the forms included within the Bid Documents and must be accompanied by a "Power of Attorney" and a letter from the surety company's attorney-in-fact granting the District the authority to date the bonds and power of attorney the same date as the date of the "Agreement".
17. **INSURANCE:** The Contractor shall secure and maintain throughout the duration of the Contract and for a period for two (2) years following Substantial Completion of the Work as described in the Contract Documents, insurance of such types and in such amounts as set forth and required in the Contract Documents. To provide proof of such coverage, the Contractor shall furnish the District with certificates of insurance and endorsements naming the Johnson County Park and Recreation District, Johnson County, Kansas, its officers, commissions, employees, and agents as additional named insureds where required.
18. **NON RESIDENT CONTRACTORS:**
 - a) Unless exempt under the provisions of K.S.A. 79-1009, if the Contractor is a contractor, as defined in K.S.A. 79-1008, and a nonresident of the state of Kansas, such Contractor shall comply with one of the following prior to commencement of the Work:
 - i) **Authorization:** If the Contractor is a foreign corporation duly authorized to do business in the state of Kansas (K.S.A. 17-7301 et seq.), a copy of the Certificate of Authority issued by the Kansas Secretary of State, valid for the year in which the Work is commenced, shall be filed with the District:
 - ii) **Registration of Contractor:** If the Contractor is a foreign corporation and not duly authorized to do business in the state of Kansas (K.S.A. 17-7301 et seq.), then the Contractor shall register with the Kansas Secretary of State and shall file with the District a copy of the Certificate of Authority issued by the Kansas Secretary of State. The Contractor shall be responsible for the payment of any fees associated with such registration.

- iii) Registration of Contractor with Secretary of Revenue: If the total price or compensation for the Work exceeds \$10,000.00, a Contractor not duly authorized to do business in the state of Kansas and who chooses not to register with the Kansas Secretary of State under section 19(a)(ii) above, shall prior to commencing any Work register with the Kansas Secretary of Revenue or the Secretary's designee in accordance with the provisions of K.S.A. 79-1009, as amended, and shall comply with the provisions of K.S.A. 79-1010, as amended, including the filing of any bond or security as required thereby, and shall present proof of such registration to the District. The Contractor shall be responsible for the payment of any costs thereof and shall provide written proof to the District of such registration.
 - b) K.S.A. 16-113 requires a Contractor who is not a resident of the state of Kansas to appoint an agent for service of process who is a resident of the state of Kansas. It is unlawful for any payment to be made until the appointment of a resident agent has been filed with the Office of the Kansas Secretary of State, Topeka, Kansas. The Contractor shall be responsible for the payment of any fees associated with the filing of such appointment of process agent.
19. PLAN SETS FOR SUCCESSFUL BIDDER: Upon execution of the Agreement, the Owner will provide five (5) sets of the plans and specifications to the Contractor. Additional copies of the plans and specifications for use by the Contractor or subcontractors may be obtained and paid for by the Contractor at his/her expense.
20. NON-DISCRIMINATION: The Contractor shall not discriminate on the basis of sex, age, color, race, national origin, or against persons with disabilities. The Contractor shall comply with the requirements of the Americans with Disabilities Act, Public Law 101-336, and the Equal Employment Opportunity Act.
21. SALES TAX EXEMPTION: The District is exempt from taxes levied under the Kansas Retailers' Sales Tax Act and other local taxes. The District will request a "Certificate of Exemption", exempting this Project from sales tax under the provisions of K.S.A. 79-3606. The Contractor shall not include sales tax in his bid amount. The Contractor shall use the District's "Certificate of Exemption" to purchase materials for this Project and only for this Project. Should this Project not receive a sales tax exemption, the District will pay the contractor the amount of sales tax paid by the Contractor for materials used in this Project, upon submission of verified, paid receipts.
22. DISCLAIMER OF LIABILITY: The District will not hold harmless or indemnify any Bidder for any liability whatsoever.

BID FORM
Bid Request No. 2009-09-15-ASV-01

JOHNSON COUNTY PARK AND RECREATION DISTRICT
7904 Renner Road, Shawnee, Kansas 66219

The undersigned proposes to furnish to the Johnson County Park and Recreation District, the item(s) below in accordance with the detailed specifications and plans:

THE THEATER IN THE PARK PAVILION IMPROVEMENTS

The Bidder declares that the Construction Documents, location of the proposed Work, and the conditions affecting the Work have been carefully examined, including availability of labor, materials, equipment and services and shall construct the Project in accordance with the Contract Documents at the price set forth below.

The undersigned Bidder proposes to provide a complete installation of the Work as described in the specifications for a Lump Sum Price of:

Base Bid: _____ dollars (\$ _____).

Add Alternate #1 – Provide materials for and construct a wood burning fireplace including concrete foundations, hearth, lintels, masonry construction, firebox, fire brick, flue tile, stone veneer, cast stone chimney cap, flue caps, and all other associated components. RE: 1/A201; 4,5/A5.03; 1,2/A5.04.

Add Alternate #1: _____ dollars (\$ _____).

Add Alternate #2 – Provide a factory applied semi-transparent stain on all laminated material and deck. Color per standard colors available. Provide for a field applied semi-transparent stain on all exposed cedar rafters and trim. Stained cedar to match factory finish of laminated material:

Add Alternate #2: _____ dollars (\$ _____).

Add Alternate #3 – Provide and install landscape plant materials only. All stone walls, seat stones, bedding mulch and turfgrass seed shall remain in Base Bid. RE: L2.

Add Alternate #3: _____ dollars (\$ _____).

Add Alternate #4 – Provide materials for and construct a fire pit, access walk, and connecting concrete sidewalk. Alternate includes removal of wood round-rail fence. RE: L4. All grading shall remain in Base Bid. RE: C5; CC/L1.

Add Alternate #4: _____ dollars (\$ _____).

The undersigned Bidder acknowledges Addenda Nos. _____ to _____ inclusive, have been received and considered in the preparation of this bid proposal.

Time of Completion: The undersigned bidder agrees to fully complete all Work contained in these Contract Documents within _____ calendar days of receipt of a written Notice to Proceed.

The undersigned Bidder understands and agrees that, if notified that the Owner has accepted this bid proposal, they will execute an Agreement with the Owner on a form prepared by the Owner.

The Bidder hereby certifies that this Bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation that the Bidder has not sought by collusion or otherwise to obtain for himself an advantage over any other Bidder.

Bid Proposal Submitted by:

(Name of Partnership, Corporation, or Individual)

Address: _____

Telephone Number: _____

Fax Number: _____

By: _____
(Printed Name of Authorized Representative)

Title: _____
(Title of Authorized Representative)

Signature: _____
(Signature of Authorized Representative)

AGREEMENT BETWEEN THE OWNER AND CONTRACTOR

Contract No. _____

THIS AGREEMENT, made and entered into this ____ day of _____ by and between the Johnson County Park and Recreation District, acting by its Board of Commissioners, hereinafter referred to as the "Owner" and _____
(a corporation organized and existing under the laws of the State of _____),
(a limited liability company organized and existing under the laws of the State of _____),
(a partnership consisting of _____),
(an individual trading as _____),
hereinafter referred to as the "Contractor".

WITNESSED: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence services described as follows:

To provide all materials, equipment, labor and installation required by the Contract Documents for:

THE THEATER IN THE PARK PAVILION IMPROVEMENTS

hereinafter called the Work, and being more particularly described in the Contract Documents as hereinafter defined.

This Agreement consist of all of the Contract Documents, including the Invitation for Bid, the Instructions and Conditions Governing Bidding, Bid Proposal, General Conditions, Supplemental Conditions, Technical Specifications, and all Addenda issued prior to and all modifications issued after execution of this Agreement, all of which are made a part hereof and collectively evidence and constitute the contract. Addenda to the Work are more particularly described as follows:

Number	Date	Description
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The Contractor hereby agrees to commence the Work within five (5) days after date of receipt of the written Notice to Proceed from the Owner. The Contractor further agrees to complete all the Work within 98 calendar days after date of receipt of the written Notice to Proceed.

Contract Agreement, **Contract No.** _____, Page 2

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of

\$ _____

to make payments on account thereof as provided in the General Conditions and Supplemental Conditions. Final payment constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor when the Work has been completed, the terms of this Agreement and the Contract Documents fully performed, and a final Certificate for Payment has been issued by the Owner's Representative.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth below.

Date: _____

Gary K. Montague, Chair
Johnson County Park and Recreation District Board of
Commissioners

Date: _____

(Signature of Authorized Representative)

(Printed Name of Authorized Representative)

(Title of Authorized Representative)

(Address)

(Phone)

APPROVED AS TO FORM:

District Legal Counsel

SUPPLEMENTAL CONDITIONS

These Supplemental Conditions amend or supplement the General Conditions of the Contract for Construction (AIA Document A201-1997) and the provisions of the Contract Documents as indicated below. Provisions which are not so amended or supplemented remain in full force and effect.

SC 1 DEFINITIONS:

1. The General Conditions governing this project and any subsequent reference to General Conditions shall refer to American Institute of Architects Document A201, General Conditions of the Contract for Construction, 1997 Edition.
2. The terms "Owner" and "DISTRICT" shall refer to the Johnson County Park and Recreation District or Johnson County Park and Recreation District Board of Commissioners.
3. For Projects in which a licensed Architect is hired to serve as the Prime Consultant for the design and production of the Contract Documents and Contract administration for the Work, any subsequent reference to Architect shall mean Architect.
4. For Projects in which the Owner is utilizing the District's Landscape Architect, who is an employee of the District, to be the Designer and Producer of the Contract Documents and Contract administration for the Work in lieu of a Prime Consultant, any subsequent reference to Architect shall mean the District Landscape Architect.
5. For Projects in which a licensed Landscape Architect is hired to serve as the Prime Consultant for the design and production of the Contract Documents and Contract administration for the Work, any subsequent reference to Architect shall mean Landscape Architect.
6. For Projects in which a licensed Professional Engineer is hired to serve as the Prime Consultant for the design and production of the Contract Documents and Contract administration for the Work, any subsequent reference to Architect shall Engineer.
7. Prime Consultant shall mean the licensed design professional, who is responsible for the overall production of the Contract Documents and who may employ one or more additional consultants to prepare various sections of the Contract Documents.

SC 2 ADMINISTRATION OF THE CONTRACT:

Paragraph 4.1.1 of Article 4 of the General Conditions shall be deleted and replaced with the following:

1. The Architect is the person lawfully licensed to practice their respective technical profession or an entity lawfully practicing their respective technical profession identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

SC 3 BONDS:

With reference to Paragraph 11.5.1 of Article 11 of the General Conditions, the DISTRICT requires that the Contractor shall furnish the following described bonds, in a form acceptable to the DISTRICT, covering the faithful performance of the Contract by the Contractor and the payment of all obligations arising thereunder. The premium for such bonds in the amount of the Contract Sum shall be paid by the Contractor and the cost thereof shall be included in the Contractor's bid.

1. **STATUTORY (PUBLIC WORKS) BOND:** Pursuant to the requirements of K.S.A 60-1111, the Contractor shall furnish a Statutory (Public Works) Bond in favor of the state of Kansas with good and sufficient sureties in an amount of not less than the total of the Contract Sum, conditioned that the Contractor and each subcontractor of such Contractor shall pay all indebtedness incurred for labor furnished, materials, equipment, or supplies used or consumed in connection with or in or about the construction of the Project or in making the improvements. Such Statutory Bond shall be filed with the Clerk of the District Court of Johnson County as required by law.

2. **PERFORMANCE BOND:** The Contractor shall furnish a bond in favor of the DISTRICT in an amount of not less than the total of the Contract Sum covering the faithful performance of the Contract by the Contractor with such sureties as the Owner may approve.

3. **BONDING COMPANY QUALIFICATIONS:** All bonds shall be written through a reputable and responsible surety bond agency licensed to do business and in good standing in the State of Kansas, and with a surety company or underwriter having a current certificate of authority and recognized as an acceptable surety on Federal Bonds in accordance with the most recent edition of the United States Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" and for a bond amount not exceeding the underwriting limitation listed therein, and on Contract sums greater than \$500,000.00 the surety company or underwriter shall have a minimum rating in the latest revision of A.M. Best's Insurance Reports of:

Contract Sum of	Minimum Rating by A.M. Best
\$500,000.01 to \$ 5,000,000.00	A, No Minimum Class
greater than \$5,000,000.00	A, Class IV

SC 4 INTEREST:

Paragraph 13.6.1 of Article 13 of the General Conditions shall be deleted in its entirety.

SC 5 APPLICATIONS FOR PAYMENT:

This paragraph modifies but does not replace the provisions of Paragraph 9.3.1 of Article 9 of the General Conditions. The Contractor shall submit to the Architect, Engineer or Landscape Architect, as directed by Owner, not later than the fifth calendar day of each month a written Application for Payment (AIA form G702) of the Work performed during the preceding calendar month.

SC 6 PROGRESS PAYMENTS:

This paragraph modifies but does not replace the provisions of Paragraph 9.6.1 of Article 9 of the General Conditions. Upon the Architect's, Engineer's or Landscape Architect's recommendation and the Owner's approval of the Contractor's Application for Payment, the Owner will pay or cause to be paid an amount equal to the estimated value of the work performed less a retained amount in accordance with the following schedule and subject to applicable provisions of the Contract Documents:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to ninety percent (90%) with ten percent (10%) retained.

2. When the Work is substantially complete the retained amount may be reduced to two percent (2%) of the Work which is substantially complete.

Twenty (20) days after presentation of the Application for Payment with the Architect's, Engineer's or Landscape Architect's recommendation, the amount recommended will become due and when due will be paid by the Owner to the Contractor.

SC 7 **INSURANCE:**

The following provisions shall, unless otherwise indicated, supplement the provisions of Paragraphs 11.1.1, 11.1.2 and 11.1.3 of Article 11 of the General Conditions.

1. **WORKMEN'S COMPENSATION INSURANCE:** Workmen's Compensation Insurance shall be provided in compliance with the laws of the State of Kansas including the statutory coverage limits required from time to time thereby.
2. **AUTOMOBILE LIABILITY INSURANCE:** Automobile Liability Insurance to be procured by Contractor shall include Non-Owned and Hired Automobile Liability coverage and shall have minimum \$1,000,000.00 combined single liability limits. The policy or policies shall not limit any vehicle covered with respect to a radius of operation and shall not exclude from the coverage any vehicle to be used in connection with the Work. This requires additional insured endorsement.
3. **COMPREHENSIVE GENERAL LIABILITY INSURANCE:** The Comprehensive General Liability Insurance coverage to be obtained by the Contractor shall be continuously maintained in full force and effect for two (2) years following Substantial Completion of the Work as described in the Contract Documents, and said coverage shall include Products and Completed Operations coverage covering the Contractor and the Owner. This requires additional insured endorsement.
4. **GENERAL INSURANCE PROVISIONS:**
 - a. The insurance policies to be obtained and maintained by the Contractor herein shall be issued by insurance companies duly authorized to do business in the State of Kansas, or acceptable to the District, and if mutual, shall be non-assessable. The insurance company providing such insurance shall have and continue to maintain an A.M. Best's rating of no less than A-IX or shall be an insurer with a rating acceptable to and approved in writing by the Owner. Unless otherwise specified herein, said policy shall provide for a liability limit of not less than \$1,000,000.00 per accident or occurrence with an aggregate limit of not less than \$2,000,000.00.
 - b. The form of each policy must be acceptable to the Owner and the Contractor shall provide the Owner with a copy of each proposed policy as soon as possible after execution of the Contract Documents or upon request of the Owner.
 - c. The Contractor shall provide the Owner with certificates evidencing the issuance of such policies as required herein within five (5) days after execution of the Agreement or fourteen (14) days prior to commencing any Work to be performed pursuant to the Contract Documents, whichever is later in point of time. Notwithstanding anything contained herein to the contrary, the failure to provide and maintain such insurance coverage until completion of the operations covered by the Contract Documents, unless required to be maintained thereafter as otherwise specified herein, shall be grounds for the immediate termination of the Agreement by the Owner.
 - d. To provide proof of such coverage, the Contractor shall furnish the Owner with certificates of insurance and endorsements naming the Johnson County Park and

Recreation District, Johnson County, Kansas, its officers, commissions, employees, and agents as an additional insured on each policy where required.

SC 8 PROPERTY INSURANCE:

1. Paragraph 11.4.3 of Article 11 of the General Conditions shall be deleted and replaced by the following:

11.4.3 The Owner, at the Owner's sole option, may purchase such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards.

2. Paragraph 11.4.6 of Article 11 of the General Conditions shall be deleted in its entirety.

SC 9 TAXES:

1. Paragraph 3.6.1 of Article 3 of the General Conditions shall be deleted and replaced by the following:

3.6.1 The Owner shall obtain a project exemption certificate for the Project from the Kansas Department of Revenue and provide the same to the Contractor to be used by the Contractor for the sales of tangible personal property to services purchased by the Contractor for work or portions thereof that may be properly exempt from the Kansas Retailers' Sales Tax Act, the Kansas Compensating Tax Act and other local taxes. Upon completion of the Work, the Contractor shall file with the Owner on a form provided by the Kansas Department of Revenue, a sworn statement that all purchases made under the project exemption certificate were entitled to be exempt from the Kansas Retailers' Sales Tax Act and the Kansas Compensating Tax Act. The Contractor shall assume responsibility and be liable for the proper use of the Project exemption certificate and shall pay all legally assessed penalties for improper use of the certificate and any and all taxes that are not otherwise exempt under the certificate.

SC 10 BEFORE STARTING CONSTRUCTION:

The Contractor shall not begin construction on this Project until a written Notice to Proceed is issued by the Owner.

SC 11 RIGHT TO AUDIT AND EXAMINE RECORDS:

The Contractor agrees that the Owner, or any of its authorized representatives, shall have access to and the right to examine and audit any and all books, documents, papers, and records of the Contractor involving transactions related to the Contract between the Owner and the Contractor hereunder, or any change order or Contract modification thereto, or with compliance with any clauses thereunder, during the term of the contract and for a period up to three (3) years after final payment to the Contractor under such Contract. Such records will include hard copy as well as computer readable data. The Contractor shall require all of its payees including, but not limited to, subcontractors, insurance agents or material suppliers to comply with the provisions of this clause by including the requirements hereof in a written agreement between the Contractor and payee. Further, the Contractor agrees to cooperate fully and will require all of its payees to cooperate fully in furnishing or making available to the Owner any and all such books, documents, papers and records.

SC 12 MEDIATION AND ARBITRATION:

All provisions for mediation and/or arbitration between the Contractor and the Owner in the general conditions shall be deleted, and in particular:

1. Paragraph 4.5 entitled Mediation, of Article 4, and all subparagraphs thereunder, shall be stricken.
2. Paragraph 4.6 entitled Arbitration, of Article 4, and all subparagraphs thereunder, shall be stricken.
3. Paragraph 4.4.1 of Article 4 the General Conditions shall be deleted and replaced by the following:

Resolution of Claims and Disputes.

4.4.1 Decision of Architect. Claims, including those alleging an error or omission by the Architect but excluding those arising under Paragraphs 10.3 through 10.5, shall be referred initially to the Architect for decision. An initial decision by the Architect shall be required as a condition precedent to litigation of all Claims between the Contractor and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no decision having been rendered by the Architect. The Architect will not decide disputes between the Contractor and persons or entities other than the Owner.

4. Paragraph 4.4.5 of Article 4 of the General Conditions shall be deleted and replaced by the following:

4.4.5 The Architect will approve or reject Claims by written decision, which shall state the reasons therefore and which shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect shall be final and binding on the parties but subject to litigation as hereinafter provided.

4.4.6 When a written decision of the Architect states that (1) the decision is final but subject to litigation and (2) a written objection to the Architect's decision regarding a Claim covered by such decision must be made and served upon the Architect and the other party within 30 days after the date on which the party making the demand receives the final written decision, then failure to make and serve such a written objection within said 30 days' period shall result in the Architect's decision becoming final and binding upon the Owner and Contractor. If the Architect renders a decision regarding a Claim after litigation has been initiated, such decision may be entered as evidence, but shall not supersede litigation unless the decision is acceptable to all parties concerned.

4.4.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to any proposed resolution of the Claim by the Architect.

SC 13 ALLOWABLE OVERHEAD AND PROFIT INCLUDED IN CHANGES IN THE WORK:

Add the following subparagraph and clauses to Paragraph 7.1 of the General Conditions.

- 7.1.4 The combined overhead and profit included in the total cost to the Owner of a change in the Work shall be based on the following schedule:
 - 7.1.4.1 For the Contractor, for such change in the Work performed by the Contractor's own forces, fifteen percent of the cost.
 - 7.1.4.2 For the Contractor, for such change in the Work performed by the Contractor's subcontractors, five percent of the amount due the subcontractor.
 - 7.1.4.3 For each subcontractor involved, for such change in the Work performed by that subcontractor's own forces, ten percent of the cost.
 - 7.1.4.4 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.6.

SC 14 APPLICABLE LAW:

This Contract shall be interpreted and governed in accordance with the laws of the state of Kansas applicable to contracts entered into and wholly to be performed in said state. Any dispute or controversy arising out of this Contract shall be litigated only in the courts of the state of Kansas in the District Court of Johnson County, Kansas and the parties hereto hereby consent to the jurisdiction of said court.

STATUTORY BOND
TO THE
STATE OF KANSAS

KNOW ALL MEN BY THESE PRESENTS, that we, _____

hereinafter called the Principal, as Principal, and _____

with general offices in the City of _____,
a corporation duly organized and existing under the laws of the State of Kansas, hereinafter called the
Surety, as Surety, are held and firmly bound unto the STATE OF KANSAS in the penal sum of
_____ Dollars (\$_____) lawful money of the United
States of America, for the payment of which sum well and truly to be made, we bind ourselves and our
heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT, Whereas the Principal
has on the _____ day of _____, 20____, entered into a written agreement with the
Johnson County Park and Recreation District hereinafter called the Owner, for furnishing all tools,
equipment, materials, and supplies and performing all labor and incidentals thereto necessary in
connection with the public improvements described in said agreement, all in accordance with the
specifications and other Contract Documents for Contract No. _____ on file with Johnson County
Park & Recreation District, 7904 Renner Road, Shawnee, KS 66219.

NOW, THEREFORE, if the Principal or the Subcontractor or Subcontractors of the Principal
shall pay all indebtedness incurred for labor furnished, materials, equipment, or supplies, used or
consumed in connection with or in or about the construction of or in making such public improvements,
then this obligation shall become null and void; otherwise, it shall remain in full force and effect. If the
Principal or the Subcontractor or Subcontractors of the Principal fails to duly pay all indebtedness
incurred for labor furnished, materials, equipment, or supplies, used or consumed in connection with or
in or about the construction of, or in making such public improvements, then the Surety shall pay the
same in any amount not exceeding the amount of this obligation, together with any interest as provided
by law.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or
addition to the terms and conditions of the said agreement for the work to be performed thereunder, or
the specifications accompanying the same, shall in any way affect its obligation on this bond, and it
does hereby waive notice of any such change, extension of time, alteration, or to the specifications.
The Surety stipulates and agrees that the penal sum of this bond shall be automatically increased or
decreased by any change order(s) to the said agreement as approved by the Owner.

The Surety further agrees that any persons to whom there is due any sum for such public
improvements as hereinabove stated, or said person's assigns or successors, may bring action on this

bond for the recovery of said indebtedness; provided that no action shall be brought on this bond after six (6) months from the completion of said public improvements.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this ____ day of _____, 20____.

Principal

By _____ (Seal)

(Official Title)

Surety Company

By _____
(Attorney in Fact)

By _____
(Kansas Agent)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond).

Filed with the Clerk of the District Court of Johnson County, Kansas this _____ day of _____, 20 ____.

Clerk of the District Court

JOHNSON COUNTY PARK AND RECREATION DISTRICT
BOARD OF COMMISSIONERS

APPROVED AS TO SUFFICIENCY:
(Pursuant to K.S.A. 68-521)

Gary K. Montague, Chair

APPROVED AS TO FORM:

Bill Tuley, Legal Counsel for
Johnson County Park & Recreation District

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ hereinafter referred to as the Principal, as Principal, and _____ with general offices in the City of _____, a corporation duly organized and existing under the laws of the State of _____ and authorized to do business in the State of Kansas, hereinafter referred to as the Surety, as Surety, are held and firmly bound unto the Johnson County Park and Recreation District, hereinafter referred to as the Obligee, in the penal sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT, Whereas the Principal has, on the ____ day of _____, 20____, entered into a written agreement with the Obligee for furnishing all materials, equipment, tools, labor and incidentals in connection with and for the public improvements as designated, defined, and described in the said agreement and the Conditions thereof, and in accordance with the specifications and other Contract Documents for Contract No. _____ on file with Johnson County Park and Recreation District, 7900 Renner Road, Shawnee Mission, Kansas 66219.

NOW, THEREFORE, if the Principal shall and will, in all particulars, well, duly, and faithfully observe, perform, and abide by each and every covenant, condition and part of the said agreement, and the Conditions, Specifications and other Contract Documents thereto attached or by reference made a part thereof, according to the true intent and meaning in each case, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect. Whenever the Principal shall be, and shall be declared by the Obligee to be in default under the agreement, the Surety shall remedy the default by promptly (a) completing the agreement in accordance with its terms and conditions, or (b) obtaining a bid or bids for the submission to the Obligee for completing the agreement in accordance with its terms and conditions and, upon determination by the Obligee of the lowest and best bid, arrange for an agreement between such bidder and the Obligee and make available as work progresses (even though there should be a default or a succession of defaults under the agreement or agreements of completion arranged under this paragraph) sufficient funds to pay the cost of completion, less the balance of the Contract Price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof as the same may be increased by change order(s). The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by the Obligee to the Principal under the agreement and any amendments thereto, less the amount paid by the Obligee to the Principal.

BOND NO. _____

PROVIDED, FURTHER, that the Surety hereby stipulates and agrees that no change, extension of time, alteration of addition to the terms of the agreement, or the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligations on this bond. The Surety does hereby waive notice of any change, extension of time, alteration or addition to the terms of this agreement, or to the work, or to the Specifications. Further, the Surety stipulates and agrees that the penal sum of this bond shall be automatically increased or decreased by any change order to the agreement as approved by the Obligee.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed on this _____ day of _____, 20____.

Principal

By _____ (Seal)

Official Title

Surety Company

By _____
Attorney-in-Fact

By _____
Kansas Agent

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond)

JOHNSON COUNTY PARK AND RECREATION DISTRICT
BOARD OF COMMISSIONERS

APPROVED AS TO SUFFICIENCY:
(Pursuant to K.S.A. 68-521)

Gary K. Montague, Chair

APPROVED AS TO FORM:

Bill Tuley, District Legal Counsel