



AGENDA ITEM SUMMARY

Agenda Item:

MLT 2602 - Painting projects at BVNW, BVM, OHE and IVE

Person Submitting Item:

Chad Luikart / Jake Slobodnik

Background and Summary:

Bids were received for MLT 2602 - Painting projects at BVNW, BVM, OHE and IVE. Four Painting Contractors submitted bids. Certa Pro Painters of Shawnee was the lowest qualified bidder.

Budget Source:

Capital Outlay

Strategic Plan Alignment:

Fostering Supportive & Healthy School Communities

Recommendation:

Approve



PURCHASING UNIVERSAL REQUEST

BLUE VALLEY SCHOOL DISTRICT #229

Department/Bldg.:	Facilities & Operations	Requested By:	Chad Luikart
Purpose: (please explain in detail why we need the items or services requested)			
<p>Bids were received for MLT 2602 - Painting projects at BVNW, BVM, OHE and IVE Elementary School. Four painting contractors submitted bids. Certa Pro Painters of Shawnee was the lowest qualified bidder.</p>			
Fund:	Capital Outlay	Account Number:	31422
Funding Year:	2025/2026	Location(s) items or services are for:	BVNW,BVM,OHE,IVE
Does this use Bond Funds? (if yes, see below)		No	
<input type="checkbox"/> This request includes extended warranty, service or maintenance. Please complete the <u>Bond Warranty Agreement Form on page 2</u>		<input type="checkbox"/> This request includes training or consultation. Please complete <u>Bond Consultant Services Form on Page 3</u>	

Check all that apply to this Purchase:

- | | |
|---|--|
| <input checked="" type="checkbox"/> This is a New Contract | <input type="checkbox"/> This is a New Bid/RFP |
| <input type="checkbox"/> This is a Renewal Contract | <input type="checkbox"/> This is a Purchase from Bid # _____ |
| <input type="checkbox"/> This is a Curriculum purchase | <input type="checkbox"/> This Purchase requires BOE Signatures |
| <input type="checkbox"/> This can be purchased off of _____ | Contract # _____ |

Begin Date: 4/13/2026	End Date: 9/7/2026
Company: CertaPro Painters of Shawnee Mission	Street Address: 9858 Pflumm Road
Contact Name: Steve Beirman	City: Lenexa
Telephone: (913) 302-4571	State: KS
Email: sbierman@certapro.com	Zip Code: 66215
Cost: \$ 503,435.02 Estimated	
Prior Year Cost:	
Terms: (Annual, Multi-Year, One-Time): One-Time	

Month:(board meeting) April 2026 **Budget Administrator** Jake Slabodnik **Date** 3/17/26

Project No: 25171.00

Project Name: Blue Valley Schools - Summer 2026 Paint Projects

Bid Opening Date: Thursday, March 5, 2026

Bid Opening Time: 2:00pm



BID TAB					
GENERAL CONTRACTORS		Certa Pro	Fritz Painting	Switzer Bro Painting	Childress
BID BOND PROVIDED? (Y/N)		Y	N	Y	Y
DATE OF SUBSTANTIAL COMPLETION		Per Spec	Per Spec	Per Spec	Per Spec
ADDENDA	NO. 01 ACKNOWLEDGED? (Y/N)	Y	Y	Y	Y
	NO. 02 ACKNOWLEDGED? (Y/N)	Y	Y	Y	Y
Blue Valley Northwest HS BASE BID Amount		\$133,887.45	\$184,200.00	NO BID	NO BID
Blue Valley MS BASE BID Amount		\$189,251.51	\$253,000.00	NO BID	NO BID
Oak Hill ES BASE BID Amount		\$92,536.54	\$133,650.00	\$127,000.00	\$162,660.00
Indian Valley ES BASE BID Amount		\$87,759.52	\$158,000.00	\$139,500.00	NO BID
BASE BID AMOUNT (COMBO)		\$503,435.02	\$728,850.00	N/A	N/A
REMARKS					

**Standard Form of Agreement Between Owner and Contractor *where*
the basis of payment is a STIPULATED SUM**
AIA Document A101—1997
1997 Edition—Electronic Format

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.

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

AIA Document A201-1997 General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

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AGREEMENT made as of the 13th day of April in the year of 2026.

(In words, indicate day, month and year)

BETWEEN the Owner:

(Name, address and other information)

Unified School District No. 229, Johnson County, State of Kansas
15020 Metcalf Avenue
Overland Park, KS 66223

and the Contractor

(Name, address and other information)

CertaPro Painters of Shawnee
9858 Pflumm
Lenexa, KS 66215

The Project is:

(Name and location)

BVSD Project Name: 2026 Paint Projects

Project Number: MLT-2602

Name and Location:

- a. **Blue Valley Northwest High School** - 13260 Switzer, Overland Park, Kansas 66213
- b. **Blue Valley Middle School** - 5001 West 163rd Terrace, Overland Park, Kansas 66085
- c. **Oak Hill Elementary School** - 10200 West 124th Street, Overland Park, Kansas 66213
- d. **Indian Valley Elementary School** - 11600 Knox, Overland Park, Kansas 66210

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The Consultant is:
(Name, address and other information)

Hollis + Miller Architects
1828 Walnut Street, Suite 922
Kansas City, MO 64108

The Owner and Contractor agree as follows.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others. Entire Work described as Owner's Project No. MLT-2602, dated February 9th, 2026.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

All Spaces at Blue Valley Northwest, Blue Valley Middle School, Oak Hill, and Indian Valley Elementary Schools except for as identified below

Dates of Commencement: May 26, 2026

Substantial Completion: July 31, 2026

Final Completion: August 7, 2026

Blue Valley Northwest HS Wrestling Room

Date of Commencement: June 19th, 2026.

Substantial Completion: July 17th, 2026

Indian Valley Elementary Front Office and Oak Hill Elementary Front Office

Date of Commencement: June 19th, 2026.

Substantial Completion: July 17th, 2026

Blue Valley Middle School Gymnasium

Date of Commencement: June 19th, 2026.

Substantial Completion: July 17th, 2026

The date of commencement shall be set forth in a Notice to Proceed. Notice to Proceed will be issued after receipt of all bonds and insurance.

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

3.2 ~~The Contract Time shall be measured from the date of commencement.~~ Intentionally deleted.

3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ~~_____ days from the date of commencement, or as follows:~~

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

Insert Date or

<u>Portion of Work</u>	<u>Substantial Completion Date</u>
All Spaces at Blue Valley Northwest, Blue Valley Middle School, Oak Hill, and Indian Valley Elementary Schools except for as identified below	July 31, 2026
Blue Valley Northwest HS Wrestling Room	July 17 th , 2026
Indian Valley Elementary Front Office and Oak Hill Elementary Front Office	July 17 th , 2026
Blue Valley Middle School Gymnasium	July 17 th , 2026

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

The Owner will suffer financial damages if the Project is not Substantially Complete on the date(s) set forth above. The Contractor (and its Surety) shall pay to Owner sums hereinafter stipulated as fixed, agreed, and stipulated damages for each calendar day of delay until there is Substantial Completion of the entire Work: Two Hundred Fifty and 00/100 Dollars (\$250.00) per day.

ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Five Hundred Three Thousand Four Hundred Thirty-Five and 02/100 Dollars (\$503,435.02), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)

<u>Base Bid 1</u>	<u>\$503,435.02.00</u>
<u>Total Contract Sum</u>	<u>\$503,435.02.00</u>

4.3 Unit prices, if any, are as follows: NONE

4.4 Allowances, included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

<u>Description</u>	<u>Amount</u>
Allowance No. 1 – Contingency Allowance (Included in Base Bid)	\$50,000

ARTICLE 5 PAYMENTS 5.1 PROGRESS PAYMENTS

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

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

5.1.3 Provided that an Application for Payment is received by the Architect not later than the _____ day of a month application date noted on the Application for Payment Schedule attached hereto as Exhibit B, the Owner shall make payment to the Contractor not later than the _____ day of the same month payment date noted on such Application for Payment Schedule. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than forty five (45) days after the Architect receives the Application for Payment. The parties acknowledge and agree that the Owner's Board of Education regularly meets only once per month, and that such limited meeting schedule shall be deemed an extenuating circumstance for purposes of K.S.A. 16-1901 et seq., as amended.

5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Owner and Contractor agree that retainage of ten percent (10%) of the Contract Sum is required to ensure performance of the Contract.

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

5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of AIA Document A201-1997;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-1997.

5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

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.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ~~the full amount~~ ninety percent (90%) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such Work and unsettled claims (upon Substantial Completion, all retainage shall be deemed a disputed payment until final acceptance, in accordance with K.S.A. 16-1901 et seq., as amended); and

(Section 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-1997. **5.1.8** Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Clauses 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.) There

shall be no reduction in retainage before final acceptance.

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

5.2 FINAL PAYMENT

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

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and

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

5.2.2 Subject to extenuating circumstances, per K.S.A. 16-1901 et seq., ~~The~~ the Owner's final payment to the Contractor shall be made no later than thirty (30) days after the issuance of the Architect's final Certificate for Payment, ~~or as follows:~~

ARTICLE 6 TERMINATION OR SUSPENSION

6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

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

Eighteen percent (18%) per annum on undisputed payments.

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 The Owner's representative is:

(Name, address and other information)

Chad Luikart cdluikart@bluevalleyk12.org
Unified School District No. 229, Johnson County, State of Kansas
15020 Metcalf Ave.
Overland Park, KS 66223

Phone: (913) 239-4333

7.4 The Contractor's representative is:

(Name, address and other information)

Steve Beirman sbierman@certapro.com

CertaPro Painters of Shawnee

9858 Pflumm Rd

Lenexa, KS 66215

Phone: (913) 302-4571 cell

7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days written notice to the other party.

7.6 Other provisions:

The Addendum to Standard Form of Agreement Between Owner and Contractor, dated April 13, 2026 and attached hereto as Exhibit A, is an integral and material part of this Agreement.

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

8.1.3 ~~The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated _____, and are as follows:~~ Intentionally deleted.

<u>Document</u>	<u>Title</u>	<u>Pages</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

8.1.4 The Specifications are those contained in the Project Manual dated ~~as in Section 8.1.3~~ February 9, 2026, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

See Exhibit C to Standard Form of Agreement Between Owner and Contractor, Project Manual Table of Contents, 2 page(s), attached hereto and incorporated herein by this reference.

8.1.5 The Drawings are as follows, and are dated February 9th, 2026, unless a different date is shown below:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

See Exhibit D to Standard Form of Agreement Between Owner and Contractor, List of Drawings, 3 page(s), attached hereto and incorporated herein by this reference.

8.1.6 The Addenda, if any, are as follows:

<u>Number</u>	<u>Date</u>	<u>Pages</u>
Addendum 1	2/25/26	(11) 8.5 x 11 and (35) Full Size Drawings
Addendum 2	2/27/26	(22) 8.5 x 11 and (3) Full Size Drawings

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Title	Pages
Invitation to Bid	<u>2</u>
Instructions To Bidders	<u>8</u>
Supplementary Instructions to Bidders	<u>3</u>
Request for Substitution Form	<u>3</u>
Bid Form	<u>3</u>
Bid Security Forms	<u>4</u>
Bidder's Qualifications Forms	<u>8</u>

This Agreement is entered into as of the day and year first written above and is executed in at least three (3) original copies, of which one (1) is to be delivered to the Contractor, one (1) to the Architect, and the remainder to the Owner.

UNIFIED SCHOOL DISTRICT NO. 229,
JOHNSON COUNTY, STATE OF KANSAS

CONTRACTOR

By: _____
Name: Jan Kessinger
President, Board of Education

By: _____

Name: _____

ATTEST:

By: _____
Name: Anna Sweeney
Clerk, Board of Education

Title: _____

APPROVED AS TO FORM:

By: _____
Name: Melissa Hillman
Board Attorney

A101 Owner-Contractor Agreement
BVSD Project Name: 2026 Painting Projects
BVSD Project Number: MLT-2602

EXHIBIT "A"

**ADDENDUM TO STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR**

AIA DOCUMENT A101-1997

FOR AND IN CONSIDERATION of the mutual promises and covenants made and contained in a certain Standard Form of Agreement Between Owner and Contractor (hereinafter "Agreement") made and entered into by the parties hereto on the 13th day of April 2026, and as an integral and material part of said Agreement, the parties hereto agree as follows:

1. This Addendum shall be attached to and incorporated by reference in the Agreement executed contemporaneously by the parties hereto. The terms, conditions, and provisions of this Addendum shall modify and supersede any terms, conditions, and provisions of the Agreement to the extent that such terms, conditions, and provisions are contrary to, or inconsistent with, the terms, conditions, and provisions of this Addendum.

2. Within fourteen (14) days from the date of the Agreement, Contractor shall furnish Owner (through delivery to the Architect) with all bonds and certificates of insurance required in the Contract Documents. If the Contractor fails to provide such bonds and certificates of insurance within the period of time required, the Owner shall be entitled to suspend the Work upon giving the Contractor seven (7) days' notice of suspension of the Work.

3. Notwithstanding anything in the Contract Documents to the contrary, the parties agree that when changes in the Work (Change Order, Change Directive, etc.) require additional compensation to the Contractor, subcontractor(s), or sub-subcontractor(s), fees for overhead, profit, insurance, bonds, etc, shall be the sum of the following:

a. For Work performed by the Contractor's own forces, the fee to the Contractor shall not exceed ten percent (10%) of the Actual Cost of the Work (as defined below), and such fee shall include and be on account of all other direct and indirect costs, including but not limited to Project overhead, profit, bonds, insurance, superintendent compensation, Project manager compensation, vehicles, utilities, printing/reproduction, office equipment, mobile offices, phones, computers, as-built modifications, site cleaning and safety, and all efforts made in coordinating pricing, material procurement, and installation;

b. For Work performed by a subcontractor and sub-subcontractor, the fee to the Contractor shall not exceed five percent (5%) of the Actual Cost of the Work, and the fee to the subcontractor or sub-subcontractor shall not exceed ten percent (10%) of the Actual Cost of the Work, and such fees shall include and be on account of all other direct and indirect costs, including but not limited to Project overhead, profit, bonds, insurance, superintendent compensation, Project manager compensation, vehicles, utilities, printing/reproduction, office equipment, mobile offices, phones, computers, as-built modifications, site cleaning and safety, and all efforts made in coordinating pricing, material procurement, and installation.

In no event shall such fee exceed fifteen percent (15%) of the Actual Cost of the Work.

Exhibit A

4. As used herein, the term "Actual Cost of the Work" shall mean and include the direct cost of labor, materials and equipment necessary to install the changes in the Work. Such labor costs shall be computed using the hourly rates (including company paid employee benefits) of personnel involved in physically installing the changes in the Work. Material costs are the actual invoiced costs of materials as delivered to the site without mark-up for overhead, profit, or any other addition. Equipment costs shall be computed using the industry standard hourly rate for the equipment necessary to physically install the changes in the Work without mark-up for overhead, profit, or any other addition. All other direct and in-direct costs are not part of the Actual Cost of The Work. Expenses that are not part of the Actual Cost of the Work include, but shall not be limited to, Project overhead, profit, bonds, insurance, superintendent compensation, Project manager compensation, vehicles, utilities, printing/reproduction, office equipment, mobile offices, phones, computers, as-built modifications, site cleaning and safety, and all efforts made in coordinating pricing, material procurement, and installation.

5. If the Owner secures soil tests of its own volition, it may, at its discretion, make those test results available to the Contractor. In that event, Owner disclaims any responsibility for the content or accuracy of those test results; and the Contractor releases Owner from any liability resulting, directly or indirectly, from Contractor's use of such test results.

6. Section 4.6 of the General Conditions of the Contract for Construction (AIA Document A201, 1997 Edition) entitled "Arbitration", including paragraphs 4.6.1 through 4.6.6 inclusive, is hereby deleted from this Agreement and shall be of no force or effect. Notwithstanding anything herein to the contrary, the parties have no agreement to arbitrate any claims, demands, or disputes which may arise under this Agreement, and do hereby waive and release any right which either of them may have to demand arbitration of any claim, demand, or dispute which may hereafter arise under this Agreement.

7. No person who has been convicted of a felony or a sex offense in Kansas or any other state shall be permitted on the job site. The Contractor shall be responsible for enforcing this provision and shall take whatever measures are necessary to ensure that no person who has been convicted of a felony or a sex offense comes onto the job site, including requiring that employees of the Contractor and Subcontractors submit to a criminal history background check.

8. Contractors working on school property, who would like to receive BVSD access I.D. badges, must have a background check that covers: Social Security, Felony conviction record, Misdemeanor conviction record, OFAC/SDN Search terrorist watch list, US Treasury, US DOJ National Sex Offender Data base.

All Construction employees who need a BVSD I.D. badge will be required to obtain a background check at their expense from: Validity Screening, 14 Corporate Woods, 8717 W. 110th Street, Suite 750, Overland Park, KS 66210, (913) 322-5999

Validity will conduct individual checks and can be contacted at the number provided above. The results of the background check should be submitted to BVSD Safety and Security for review and acceptance before a badge is issued.

9. Owner has a policy prohibiting smoking or other use of tobacco products in all of Owner's owned or leased buildings, on all grounds, and at all athletic facilities. Contractor agrees to comply with such

Exhibit A

policy and to require its sub-contractors and sub-sub-contractors to comply. Contractor agrees to prohibit its employees, agents, and servants, and the employees, agents, and servants of Contractor's sub-contractors and sub-sub-contractors from smoking or other use of tobacco products in all of Owner's owned or leased buildings, on all grounds, and at all athletic facilities.

10. The Contractor shall maintain good Project site cleanup standards at all times as an integral part of the Work. Daily cleanup of work, lay-down, access and personnel areas is mandatory and must be performed to ensure a Project site free of hazards. Notwithstanding anything to the contrary in the Contract Documents, the Contractor agrees to perform regular sweeps of the Project site with Rare Earth Magnets (K&J Magnetics, Inc. – Model BY0X08-N52, equal or better as a measurement of pull force), as required to ensure a Project site free of hazards. These Project site cleanup activities must be documented on daily reports and submitted to the Architect monthly.

11. As a requirement of attaining Substantial Completion status, the Contractor shall notify the Architect in writing when all construction debris has been eliminated from the Project site. As an additional requirement of attaining Substantial Completion status, the Contractor shall notify the Architect in writing when all hazards and metal objects, including, but not limited to, nails, screws, sheet metal shards, razor blades, bolts, washers, wire, etc., on and within 100 feet of the Project site have been removed and that no metal objects exist within the Project site as a result of the Work or any previous activity, whether the responsibility of the Contractor or not. Upon Substantial Completion of the Project, the Owner will invite the Contractor to participate in a contract compliance verification survey of the Project site. If any metal objects are found by the Owner through use of the magnets identified above, equal or less, each metal object found will result in a deduct of \$100 to the final Contract Amount.

12. Notwithstanding anything to the contrary in the Contract Documents, the requirements necessary for achieving Substantial Completion for all or part of a Project are as follows:

- a. The Contractor shall submit the Contractor's detailed list of anticipated punch list items to the Architect and notify the Architect and Owner that the Project is available for consideration of Substantial Completion status.
- b. All scope of Work as originally defined by base bid, plus any accepted alternates and all post bid scope changes, shall be complete.
- c. All areas affected by the Project shall be available for the Owner's use and must allow all intended purposes of the Project site to be afforded to the Owner.
- d. All areas affected by the Project shall be clean and free of sharp metal objects and/or hazards as required by the Contract Documents.
- e. A Temporary Certificate of Occupancy, if required, shall be secured by the Contractor from the authority having jurisdiction.

When the Contractor has met the requirements identified in sub-paragraphs a. through e. above, the Architect will a) establish the date of Substantial Completion, b) formalize this through the execution of the appropriate documents, and c) begin the process of developing the Architect's punch list for the Project. Punch list items shall be completed as coordinated with the Owner at times when these activities will not infringe on, nor interfere with, the ability of the Owner to fully utilize areas of the Project for planned activities. The date of

Exhibit A

Substantial Completion shall be the date used to determine if, and to what extent, Liquidated Damages are assessed to the Contractor.

13. Notwithstanding anything herein to the contrary, in a facility occupied by anyone other than the Contractor's employees or Subcontractors, and Owners Project representatives or construction Contractors, the Contractor must provide personnel and materials required by the Jurisdiction Having Authority to staff and document a Fire Watch of the entire facility for any duration construction activities require the fire alarm system be placed in test mode. A \$500 deduct change order to the contract amount will be executed for each occurrence the fire alarm is activated by construction activities requiring the fire department to respond by dispatching emergency personnel to the facility.

EXHIBIT B

**APPLICATION FOR PAYMENT SCHEDULE
FOR
UNIFIED SCHOOL DISTRICT NO. 229, JOHNSON COUNTY,
KANSAS**

PAYMENT PERIOD	ARCH/ENGINEER RECIEVES INVOICES ON OR BEFORE THIS DATE	SCHOOL DISTRICT RECIEVES INVOICES ON OR BEFORE THIS DATE	APPROXIMATE DATE PAYMENT WILL BE ISSUED AND MAILED
DECEMBER 1-31	JANUARY 8	JANUARY 15	FEBRUARY 15
JANUARY 1-31	FEBRUARY 8	FEBRUARY 15	MARCH 15
FEBRUARY 1-28	MARCH 8	MARCH 15	APRIL 15
MARCH 1-31	APRIL 8	APRIL 15	MAY 15
APRIL 1-30	MAY 8	MAY 15	JUNE 15
MAY 1-31	JUNE 8	JUNE 15	JULY 15
JUNE 1-30	JULY 8	JULY 15	AUGUST 15
JULY 1-31	AUGUST 8	AUGUST 15	SEPTEMBER 15
AUGUST 1-31	SEPTEMBER 8	SEPTEMBER 15	OCTOBER 15
SEPTEMBER 1-30	OCTOBER 8	OCTOBER 15	NOVEMBER 15
OCTOBER 1-31	NOVEMBER 8	NOVEMBER 15	DECEMBER 15
NOVEMBER 1-30	DECEMBER 8	DECEMBER 15	JANUARY 15

****INVOICES RECEIVED AFTER THE 15TH OF THE MONTH WILL NOT BE PAID UNTIL THE FOLLOWING PAYMENT CYCLE. IN ADDITION, THE SCHOOL DISTRICT WILL NOT ACCEPT ANY FAXED INVOICES.**

Dates are subject to change. We will notify you in advance.

DOCUMENT 000010 – TABLE OF CONTENTS

Project Name: BVSD Summer 2026 Paint Projects
 Project No.: 25171
 BVSD Project No.: MLT- 2602
 Blue Valley Northwest High School
 13260 Switzer, Overland Park, Kansas 66213
 Blue Valley Middle School
 5001 West 163rd Terrace, Overland Park, Kansas 66085
 Oak Hill Elementary School
 10200 West 124th Street, Overland Park, Kansas 66213
 Indian Valley Elementary School
 11600 Knox, Overland Park, Kansas 66210

Revisions	Date
Addendum 02	02.27.2026

	Latest Revision	Original Issue
INTRODUCTORY INFORMATION		
000005		02.09.2026
000007	02.27.2026	02.09.2026
000010	02.27.2026	02.09.2026
000015		02.09.2026
BIDDING REQUIREMENTS		
001116		02.09.2026
002000		02.09.2026
002200		02.09.2026
002600		02.09.2026
004113	02.27.2026	02.09.2026
004313		02.09.2026
CONTRACTING REQUIREMENTS		
005200		02.09.2026
005300		02.09.2026
006113		02.09.2026
006113A		02.09.2026
006200		02.09.2026
007000		02.09.2026
DIVISION 1 – GENERAL REQUIREMENTS		
011000		02.09.2026
011400		02.09.2026
012100		02.09.2026
042300		02.09.2026
012500		02.09.2026
012500		02.09.2026
012501		02.09.2026
042700		02.09.2026
012900		02.09.2026
013100		02.09.2026
013210		02.09.2026
013233		02.09.2026
013300		02.09.2026
014000		02.09.2026
014200		02.09.2026
015000		02.09.2026
016000		02.09.2026

		Latest Revision	Original Issue
017000	Execution Requirements		02.09.2026
017310	Cutting and Patching		02.09.2026
017700	Closeout Procedures		02.09.2026
017810	Project Record Documents		02.09.2026
017820	Operation and Maintenance Data		02.09.2026
DIVISION 2 – EXISTING CONDITIONS			
024119	Selective Demolition		02.09.2026
DIVISION 9 - FINISHES			
099123	Interior Painting	02.27.2026	02.09.2026

END OF TABLE OF CONTENTS

SECTION 000115 – LIST OF DRAWINGS

25171 BV SU 2026 Paint – Drawing List

Blue Valley Northwest:

GENERAL

G000 BVNW - COVER SHEET

DEMOLITION - ARCHITECTURE

DA101 BVNW - DEMOLITION FLOOR PLAN - LEVEL 1 & LEVEL 2 - OVERALL

ARCHITECTURE

A101 BVNW - FLOOR PLAN - LEVEL 1 & LEVEL 2 - OVERALL

A601A BVNW FINISH FLOOR PLAN - LEVEL 1 - AREA A

A601B BVNW FINISH FLOOR PLAN - LEVEL 1 - AREA B

A601C BVNW FINISH FLOOR PLAN - LEVEL 1 - AREA C

A601D BVNW FINISH FLOOR PLAN - LEVEL 1 - AREA D

A602A BVNW FINISH FLOOR PLAN - LEVEL 2 - AREA A

A602B BVNW FINISH FLOOR PLAN - LEVEL 2 - AREA B

A602C BVNW FINISH FLOOR PLAN - LEVEL 2 - AREA C

A621 BVNW - INTERIOR ELEVATIONS

A622 BVNW - INTERIOR ELEVATIONS

A681 BVNW - MATERIAL FINISH LEGEND

A682 BVNW - ROOM FINISH SCHEDULE

Indian Valley Elementary:

GENERAL

G000 IVE - COVER SHEET

DEMOLITION - ARCHITECTURE

DA101 IVE - DEMOLITION FLOOR PLAN - LEVEL 1 - OVERALL

DA102 IVE - DEMOLITION FLOOR PLAN - LEVEL 2 - OVERALL

ARCHITECTURE

- A101 IVE - FLOOR PLAN - LEVEL 1 - OVERALL
- A102 IVE - FLOOR PLAN - LEVEL 2 - OVERALL
- A601A IVE - FINISH FLOOR PLAN - LEVEL 1 - AREA A
- A601B IVE - FINISH FLOOR PLAN - LEVEL 1 - AREA B
- A602A IVE - FINISH FLOOR PLAN - LEVEL 2 - AREA A
- A602B IVE - FINISH FLOOR PLAN - LEVEL 2 - AREA B
- A602C IVE - FINISH FLOOR PLAN - LEVEL 2 - AREA C
- A621 IVE - INTERIOR ELEVATIONS - GYMNASIUM
- A622 IVE - INTERIOR ELEVATIONS - CAFETERIA
- A681 IVE - MATERIAL FINISH LEGEND & ROOM FINISH SCHEDULE

Oak Hill Elementary:

GENERAL

- G000 OHE - COVER SHEET

DEMOLITION - ARCHITECTURE

- DA101 OHE - DEMOLITION FLOOR PLAN - LEVEL 1 & LEVEL 2 - OVERALL

ARCHITECTURE

- A101 OHE - FLOOR PLAN - LEVEL 1 & LEVEL 2 - OVERALL
- A601A OHE - FINISH FLOOR PLAN - LEVEL 1 - AREA A
- A601B OHE - FINISH FLOOR PLAN - LEVEL 1 - AREA B
- A601C OHE - FINISH FLOOR PLAN - LEVEL 1 - AREA C
- A601D OHE - FINISH FLOOR PLAN - LEVEL 1 - AREA D
- A602A OHE - FINISH FLOOR PLAN - LEVEL 2 - AREA A
- A621 OHE - INTERIOR ELEVATIONS
- A622 OHE - INTERIOR ELEVATIONS
- A681 OHE - MATERIAL FINISH LEGEND & ROOM FINISH SCHEDULE

Blue Valley Middle School:

GENERAL

G000 BVMS - COVER SHEET

DEMOLITION - ARCHITECTURE

DA101 BVMS - DEMOLITION FLOOR PLAN - LEVEL 1 - OVERALL

ARCHITECTURE

A101 BVMS - FLOOR PLAN - LEVEL 1 - OVERALL

A601A BVMS - FINISH FLOOR PLAN - LEVEL 1 - AREA A

A601B BVMS - FINISH FLOOR PLAN - LEVEL 1 - AREA B

A601C BVMS - FINISH FLOOR PLAN - LEVEL 1 - AREA C

A601D BVMS - FINISH FLOOR PLAN - LEVEL 1 - AREA D

A601E BVMS - FINISH FLOOR PLAN - LEVEL 1 - AREA E

A601F BVMS - FINISH FLOOR PLAN - LEVEL 1 - AREA F

A601G BVMS - FINISH FLOOR PLAN - LEVEL 1 - AREA G

A621 BVMS - INTERIOR ELEVATIONS

A622 BVMS - INTERIOR ELEVATIONS

A681 BVMS - MATERIAL FINISH LEGEND & ROOM FINISH SCHEDULE