

**ADDENDUM NUMBER 1  
BID NUMBER IFB 22-009**

**Boiler Replacement (Various Locations)**

**ISSUED: April 2, 2022**

**PURCHASING DEPARTMENT  
UNIFIED SCHOOL DISTRICT 500  
2010 N. 59<sup>th</sup> STREET, ROOM 370  
KANSAS CITY, KANSAS 66104  
(913) 551-3200**

Note the following changes to the above-mentioned bid. This information is to be taken into consideration when responding to the original bid document.

- 1. Delete and Replace Bid Form.** The Bid Form is hereby deleted and replaced in its entirety with Addendum 1 – Attachment A. All bids are to be submitted on this form.
- 2. No Other Changes:** No other changes or modification are intended by this Addendum. All other terms and conditions of the solicitation remain in effect.

WE HEREBY ACKNOWLEDGE AND UNDERSTAND THE ABOVE NOTED CHANGES TO THE ORIGINAL BID DOCUMENT AND AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS AND AMENDMENTS.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
TITLE: \_\_\_\_\_ PHONE: \_\_\_\_\_  
FIRM \_\_\_\_\_

**ADDENDUM 1 – ATTACHMENT A**

**REVISED BID IFB 22-009**

LUMP SUM PROPOSAL

KANSAS CITY KANSAS SCHOOL DISTRICT

Boiler Replacements for Argentine, Central, & Rosendale Middle Schools  
Washington & Wyandotte High Schools

General Construction for:

PROPOSAL OF: \_\_\_\_\_  
(Hereinafter called "Bidder"),

A CORPORATON\* ORGANIZED AND EXISTING UNDER THE LAWS

OF THE STATE OF \_\_\_\_\_

A PARTNERSHIP\* CONSISTING OF \_\_\_\_\_

AN INDIVIDUAL \* TRADING AS \_\_\_\_\_

\*Complete applicable designation.

TO: KANSAS CITY KANSAS PUBLIC SCHOOLS  
PURCHASING OFFICE  
2010 N. 59TH STREET, ROOM 370  
KANSAS CITY, KS 66104

1. The undersigned, having familiarized itself with local conditions affecting the cost of the work at the place where the work is to be done and with all Bidding Documents, including the Instructions to Bidders, Plans and Specifications, General and Supplementary Conditions, the Standard Form of Agreement and the other Contract Documents, and having examined the location of the proposed work and considered the availability of labor and materials, hereby proposes and agrees to perform everything required to be performed, and to provide and furnish any and all labor, materials, supervision, necessary tools, equipment, and all utility and transportation service necessary to perform and complete in a workmanlike and timely manner all of the work required for the project, all in strict conformance with the Instructions to Bidders and other Contract Documents (including Addenda Nos. \_\_\_\_\_, through \_\_\_\_\_, the receipt of which is hereby acknowledged), for the lump sums hereinafter specified.

2a. FOR **BASE BID #1** (All work associated for Boiler Replacement and other scopes of work at Washington and Wyandotte HS's)

With **FULTON BOILERS** The Lump Sum of Dollars (\$\_\_\_\_\_).

With **AERCO BOILERS** The Lump Sum of Dollars (\$\_\_\_\_\_).

2b. FOR **BASE BID #2** (All work associated for Boiler Replacement and other scopes of work at Argentine, Central, & Rosendale Middle MS's)

With **FULTON BOILERS** The Lump Sum of Dollars (\$\_\_\_\_\_).

With **AERCO BOILERS** The Lump Sum of Dollars (\$\_\_\_\_\_).

Additional breakdown requirements are described in Section 01010 Summary of Work, Part 1.11 – Additional Owner Requested Bid Breakdown.

3. TAX EXEMPTION

This project shall be considered Tax Exempt. Federal, State and local taxes shall not be included with the Bid. Subsequent to the award of the construction contract, the School District will obtain from the State of Kansas a sales tax exemption certificate number. The sales tax exemption certificate will permit the Contractor to purchase materials for incorporation into this project without paying sales tax, provided that the Contractor furnishes the certificate number to the material supplier.

4. CHANGES IN THE WORK

Changes in the work shall be as established in the Contract Documents. The following fees shall be used for lump sum pricing and actual cost pricing of additions and deletions to the work included in the Bid, Namely:

Not to Exceed

- A. To Contractor for work performed by his own forces .....10%
- B. To Contractor for work performed by other than his own forces ..... 5%
- C. To Subcontractor for work performed by his own forces .....10%
- D. To Subcontractor for work performed by other than his own forces ..... 5%

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

- 5. A. In the execution of the Agreement, no person shall on the grounds of race, color, religion, sex, disability, or national origin be excluded from full employment rights, be denied the benefits of, or otherwise subject to discrimination under any program, service or activity under the provisions of any and all applicable Federal and state laws against discrimination. Bidder shall furnish all information and reports required by the rules, regulations, and order of the Secretary of Labor for purposes of investigating to determine compliance with such laws.
- B. Bidder shall observe the provisions of the Kansas Acts Against Discrimination and shall not discriminate against any person in the performance of work under the Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry.
- C. In all solicitations or advertisements for employees, Bidder shall include the phrase, "equal opportunity employer", or similar phrase approved by the Owner.
- D. If bidder fails to comply with the provisions of K.S.A. 441031, bidder shall be deemed to have breached the Agreement and it may be canceled, terminated, or suspended in whole or in part, by Owner.
- E. If bidder is found guilty of a violation of the Kansas Acts Against Discrimination under a decision or order of Owner that has become final, bidder shall be deemed to have breached the present Agreement and it may be canceled, terminated, or suspended in whole or in part, by Owner.
- F. Bidder shall include the provisions of paragraphs A through E above in every subcontract or purchase order so that such provisions shall be binding upon all subcontractors and vendors.

8. The undersigned hereby proposes and agrees to substantially and/or finally complete the work or segments of the work on or before the scheduled dates listed in Section 01010-Summary of Work, and to pay as liquidated damages the corresponding amount stipulated in Section 10101-Summary of Work for each consecutive calendar day thereafter that the work or segment of the work remains substantially and/or finally incomplete in accordance with the Contract Documents. This provision shall be applied, and the daily liquidated damages amount(s) shall be calculated separately as to each substantial and/or final complete date stated.

9. Accompanying the Bid is Bid Security of at least 5% of the bid in the form of a Bid Bond in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_),

payable without condition to the Owner, which it is agreed shall be retained as liquidated damages for the delay and extra expense caused the Owner, if the undersigned fails to execute the Contract and furnish the bonds required by the Contract Documents, within the time stated in the Contract Documents.

10. In submitting the Bid it is understood that the right to reject any and all bids has been reserved by the Owner and that this bid may not be withdrawn for a period of sixty (60) days from the opening.

Date this day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Address of Bidder

\_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

(Seal)

ATTESTED:  
\_\_\_\_\_